

DATED

27 NOVEMBER 2023

DRIVER UK MASTER S.A.,
acting for and on behalf of its Compartment 7
(as the Issuer)

VOLKSWAGEN FINANCIAL SERVICES (UK) LIMITED
(as the Seller, Subordinated Lender and Servicer)

LLOYDS BANK CORPORATE MARKETS PLC
(as the Lead Manager and the Arranger)

THE BANK OF NEW YORK MELLON, LONDON BRANCH
(as the Account Bank, the Interest Determination
Agent, the Cash Administrator and the Principal
Paying Agent)

- and -

**THE FURTHER PARTIES LISTED ON PAGES 1 ET SEQ OF
THIS TRUST AGREEMENT**

TRUST AGREEMENT



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Hogan Lovells International LLP
Atlantic House, Holborn Viaduct, London EC1A 2FG

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THIS TRUST AGREEMENT ("this Agreement") is dated 27 November 2023

BETWEEN:

- (1) **Driver UK Master S.A.**, a public company (*société anonyme*) incorporated with limited liability under the laws of Luxembourg and registered with the Luxembourg register of commerce and companies (the "**Register**") under registration number B 162723 and having its registered office at 22-24 Boulevard Royal, L-2449 Luxembourg, acting for and on behalf of its Compartment 7 (the "**Issuer**");
- (2) **Volkswagen Financial Services (UK) Limited**, a limited company incorporated under the laws of England and Wales, with registered number 02835230 and having its registered office at Brunswick Court, Yeomans Drive, Blakelands, Milton Keynes MK14 5LR, United Kingdom, as seller and servicer (the "**Seller**", the "**Subordinated Lender**" and the "**Servicer**", or in any capacity, "**VWFS**");
- (3) **Lloyds Bank Corporate Markets plc**, a public company with limited liability incorporated under the Laws of England and Wales whose company registration number is 10399850, with its registered office at 25 Gresham Street, London, EC2V 7HN, United Kingdom (the "**Lead Manager**" and the "**Arranger**");
- (4) **Albion Capital Corporation S.A.**, a public limited company (*société anonyme*) incorporated under the laws of the Grand Duchy of Luxembourg and having its registered office at 6, Rue Eugène Ruppert, L – 2453 Luxembourg and registered with Register under registration number B51791 (the "**Series 2023-3 Class A Note Purchaser**", "**Series 2023-5 Class B Note Purchaser**" and a "**Note Purchaser**");
- (5) **Banco Santander, S.A., London Branch**, a Spanish "*Sociedad Anónima*" (public limited company), incorporated under the laws of Spain whose registered office is at Paseo de Pereda 9-12, 39004 Santander, Spain, with registration number A-39000013, acting through its London Branch at 2 Triton Square, London NW1 3AN, U.K (the "**Series 2023-7 Class A Note Purchaser**" and a "**Note Purchaser**");
- (6) **Bank of America N.A., London Branch**, a national banking association incorporated under the laws of California, USA, with registered number C2551762 and registered address at 101 South Tryon Street, Charlotte, North Carolina, USA, acting through its London Branch, with its principal place of business in the United Kingdom at 2 King Edward Street, London EC1A 1HQ (the "**Series 2023-8 Class A Note Purchaser**", the "**Series 2023-1 Class A Note Purchaser**" and a "**Note Purchaser**");
- (7) **Barclays Bank PLC**, a public limited company incorporated in England with registered number 1026167 and having its registered office at 1 Churchill Place, London E14 5HP (the "**Series 2023-2 Class A Note Purchaser**" and a "**Note Purchaser**");
- (8) **BNP Paribas**, a French *société anonyme* with its registered Office at 16 boulevard des Italiens, 75009 Paris, France (a "**Series 2023-6 Class A Note Purchaser**" and together with Matchpoint Finance plc, the "**Series 2023-6 Class A Note Purchasers**" and a "**Note Purchaser**");
- (9) **Crédit Agricole Corporate and Investment Bank**, a French *société anonyme*, duly licensed as a credit institution in France by the Autorité de Contrôle Prudentiel et de Résolution, whose registered office is at 12, Place des Etats-Unis, CS 70052, 92547 Montrouge CEDEX, France, registered with the Registre du Commerce et des Sociétés of Nanterre under number 304 187 701 and subject to limited regulation by the Financial

Conduct Authority and Prudential Regulation Authority (as the "**Senior Schuldschein Loan 2023-2 Swap Counterparty**", the "**Junior Schuldschein Loan 2023-2 Swap Counterparty**" and a "**Swap Counterparty**");

- (10) **DBS Bank Ltd., London branch**, a company incorporated in Singapore and registered with the UK Companies House with company number FC010036 and having its registered office at One London Wall, London EC2Y 5EA, United Kingdom (the "**Series 2023-10 Class A Note Purchaser**" and a "**Note Purchaser**");
- (11) **DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main**, having its registered office at Platz der Republik, 60265 Frankfurt am Main, Germany (the "**Series 2023-4 Class A Note Purchaser**" and a "**Note Purchaser**");
- (12) **J.P. Morgan SE**, having its registered offices at Taunustor 1, 60310 Frankfurt am Main, Germany (the "**Departing Senior Schuldschein Loan 2023-2 Lender**", "**Departing Junior Schuldschein Loan 2023-2 Lender**", a "**Lender**");
- (13) **Lloyds Bank plc**, a public company with limited liability incorporated under the Laws of England and Wales whose company registration number is 00002065, with its registered office at 25 Gresham Street, London, EC2V 7HN, United Kingdom (the "**Series 2023-1 Class A Note Purchaser**", the "**Series 2023-3 Class A Note Purchaser**" and a "**Note Purchaser**");
- (14) **Matchpoint Finance plc**, a public limited company (registered no. 386704) duly organised and validly existing under the laws of Ireland, located at Charlotte House, Charlemont Street, Dublin 2, Republic of Ireland (a "**Series 2023-6 Class A Note Purchaser**" and together with BNP Paribas, the "**Series 2023-6 Class A Note Purchasers**" and a "**Note Purchaser**");
- (15) **Regency Assets Designated Activity Company**, a designated activity company incorporated under the laws of Ireland, registered under number 272959 and having its registered office at Block A, George's Quay Plaza, George's Quay, Dublin 2, Ireland (the "**Series 2023-5 Class A Note Purchaser**" and a "**Note Purchaser**");
- (16) **Skandinaviska Enskilda Banken AB (publ) Frankfurt Branch**, a public company with limited liability, incorporated under the laws of Sweden whose company registration number is 502032-9081 acting through its branch at Stephanstrasse 14-16, 60313 Frankfurt am Main, Germany (the "**Series 2023-9 Class A Note Purchaser**", the "**Series 2023-2 Class A Note Purchaser**" and a "**Note Purchaser**");
- (17) **Société Générale Capital Market Finance S.A.**, a société anonyme incorporated under the laws of Luxembourg, whose registered office is at 15 avenue Emile Reuter, L-2420 Luxembourg, registered with the Trade and Companies Registry of Luxembourg under number B180290, with tax identification number 2013 2218 162 (the "**Series 2023-11 Class A Note Purchaser**", "**Series 2023-4 Class B Note Purchaser**" and a "**Note Purchaser**");
- (18) **Wells Fargo Bank, National Association (London Branch)**, organised under the laws of the United States and registered with the UK's Companies House under number FC026633, with its head office at 420 Montgomery Street, San Francisco, CA 94104, USA and acting through its London Branch with offices at 33 King William Street, London EC4R 9AT, United Kingdom (the "**Senior Schuldschein Loan 2023-1 Lender**", the "**Junior Schuldschein Loan 2023-1 Lender**" and a "**Lender**" and, together with the other Lenders (if any) the "**Lenders**");

- (19) **Circumference FS (Luxembourg) S.A.**, a public limited company (*société anonyme*) incorporated under the laws of Luxembourg, with registered number B 58628 and having its registered address at 22-24 Boulevard Royal, L-2449 Luxembourg, Grand Duchy of Luxembourg, as corporate services provider (the "**Corporate Services Provider**");
- (20) **The Bank of New York Mellon, London Branch**, a banking corporation organised under the laws of the State of New York and operating through its branch in London at 160 Queen Victoria Street, London EC4V 4LA, United Kingdom (the "**Account Bank**", the "**Principal Paying Agent**", the "**Cash Administrator**" and the "**Interest Determination Agent**");
- (21) **The Bank of New York Mellon SA/NV, Luxembourg Branch**, a credit institution and limited liability company organised under the laws of Belgium, registered in the RPM Brussels with company number 0806.743.159, whose registered office is at Multi Tower, Boulevard Anspachlaan 1, B-1000, Brussels, Belgium, acting through its Luxembourg branch (registered with the RCS under number B 105087) and having its registered office at Vertigo Building – Polaris, 2-4 rue Eugène Ruppert L-2453 Luxembourg, the Grand Duchy of Luxembourg (the "**Registrar**");
- (22) **Intertrust Trustees GmbH**, a private limited liability company (*Gesellschaft mit beschränkter Haftung*) incorporated under the laws of Germany and having its registered office at Eschersheimer Landstraße 14, 60322 Frankfurt am Main, Germany, registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Frankfurt am Main, Germany under HRB 98921 (the "**Security Trustee**" which expression shall, where the context so admits, include all other persons for the time being acting as security trustee pursuant to the Trust Agreement and the Deed of Charge and Assignment);
- (23) **Data Custody Agent Services B.V.**, a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands, having its official seat (*statutaire zetel*) in Amsterdam, The Netherlands, and its registered office at Basisweg 10, 1043 AP Amsterdam, The Netherlands, registered in the Trade Register under number 812770286 (the "**Data Protection Trustee**"); and
- (24) **ING Bank N.V.**, a public company (*Naamloze Vennootschap*) incorporated with limited liability under the laws of the Netherlands and registered with the trade registry of the chamber of commerce in Amsterdam with registration number 33031431, having its registered address at Bijlmerdreef 106, 1102 CT Amsterdam, the Netherlands (the "**Series 2023-1 Class A Notes Swap Counterparty**", "**Series 2023-2 Class A Notes Swap Counterparty**", "**Series 2023-3 Class A Notes Swap Counterparty**", "**Series 2023-4 Class A Notes Swap Counterparty**", "**Series 2023-5 Class A Notes Swap Counterparty**", "**Series 2023-6 Class A Notes Swap Counterparty**", "**Series 2023-7 Class A Notes Swap Counterparty**", "**Series 2023-8 Class A Notes Swap Counterparty**", "**Series 2023-9 Class A Notes Swap Counterparty**", "**Series 2023-10 Class A Notes Swap Counterparty**", "**Series 2023-11 Class A Notes Swap Counterparty**", "**Series 2023-1 Class B Notes Swap Counterparty**", "**Series 2023-2 Class B Notes Swap Counterparty**", "**Series 2023-3 Class B Notes Swap Counterparty**", "**Series 2023-4 Class B Notes Swap Counterparty**", "**Series 2023-5 Class B Notes Swap Counterparty**", "**Senior Schuldschein Loan 2023-1 Swap Counterparty**" and "**Junior Schuldschein Loan 2023-1 Swap Counterparty**").

WHEREAS

- (A) Driver UK Master S.A. was established as a public company (*société anonyme*) incorporated with limited liability under the Luxembourg Securitisation Law on 29 July 2011 for the purposes of asset-backed securitisations. The sole shareholder of the Issuer is Stichting CarLux, a foundation duly incorporated in Amsterdam, The Netherlands.

- (B) Volkswagen Financial Services (UK) Limited has entered into various agreements for the provision of credit in relation to the purchase, by way of hire purchase, personal contract plan of motor vehicles by its obligors in the ordinary course of its business pursuant to which such customers shall be obliged to make periodic payments in respect of Receivables.
- (C) The Issuer will acquire from the Seller the Purchased Receivables under the Receivables Purchase Agreement.
- (D) The Issuer will fund the acquisition of the Purchased Receivables through (i) drawings under the Schuldschein Loans in accordance with the Programme Agreement; (ii) issuances of Notes in accordance with the Programme Agreement, and (iii) drawings under the Subordinated Loan in accordance with the Subordinated Loan Agreement.
- (E) To secure its obligations to the Transaction Creditors under the relevant Transaction Documents, the Issuer has agreed to enter into this Agreement.
- (F) The Issuer agrees and authorises that the Security Trustee acts for the Transaction Creditors pursuant to the terms of this Agreement. The Security Trustee agrees to act accordingly.

NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS, INTERPRETATION AND COMMON TERMS

1.1 Definitions

- (a) Unless otherwise defined herein or the context requires otherwise, capitalised terms used in this Agreement shall have the meanings ascribed to them in clause 1 of the Master Definitions Schedule (the "**Master Definitions Schedule**") of the Incorporated Terms Memorandum dated on or about the date hereof, as amended and restated from time to time, and signed by the each of the Transaction Parties for purposes of identification (the "**Incorporated Terms Memorandum**"). The terms of the Incorporated Terms Memorandum are hereby expressly incorporated into this Agreement by reference.
- (b) In the event of any conflict between the Incorporated Terms Memorandum and this Agreement, this Agreement shall prevail.

1.2 Interpretation

Terms in this Agreement, except where otherwise stated or where the context otherwise requires, shall be interpreted in the same way as set forth in clause 2 of the Master Definitions Schedule.

1.3 Common Terms

(a) Incorporation of Common Terms

Except as provided below, the Common Terms apply to this Agreement and shall be binding on the Transaction Parties to this Agreement as if set out in full in this Agreement.

(b) Common Terms

In the event of any conflict between the provisions of the Common Terms and the provisions of this Agreement, the provisions of this Agreement shall prevail, subject

always to compliance with clause 10 (Non-Petition and Limited Recourse) of the Common Terms.

(c) **Governing law and jurisdiction**

This Agreement and all matters (including non-contractual duties and claims) arising from or connected with it shall be governed by German law in accordance with clause 14 (Governing Law) of the Common Terms. Clause 15 (Jurisdiction) of the Common Terms applies to this Agreement as if set out in full in this Agreement.

2. **DUTIES OF THE SECURITY TRUSTEE**

This Agreement establishes the rights and obligations of the Security Trustee to carry out the tasks assigned to it in this Agreement. Unless otherwise set forth in this Agreement, the Security Trustee is not obliged to supervise the discharge of the payment and other obligations of the Issuer arising from the Funding and the Transaction Documents or to carry out duties which are the responsibility of the management of the Issuer.

3. **POSITION OF THE SECURITY TRUSTEE IN RELATION TO THE TRANSACTION CREDITORS**

3.1 The Security Trustee carries out the duties specified in this Agreement as a security trustee for the benefit of the Transaction Creditors. The Security Trustee shall exercise its respective duties hereunder with particular regard to the interests of the Transaction Creditors, giving priority to the interests of each Transaction Creditor in accordance with the Order of Priority, especially to the interests of the Lenders and the Noteholders. If there is a conflict between the interest of the Senior Instruments holders and any other Transaction Creditor, the interests of the Senior Instruments holders shall prevail.

3.2 This Agreement grants all Transaction Creditors the right to demand that the Security Trustee performs its duties under clause 2 (*Duties of the Security Trustee*) and all its other duties hereunder in accordance with this Agreement, and therefore this Agreement constitutes in favour of the Transaction Creditors that are not (validly) parties to this Agreement a contract for the benefit of a third party pursuant to section 328 (*echter Vertrag zugunsten Dritter*) of the German Civil Code. The rights of the Issuer pursuant to clause 4.3 (*Position of the Security Trustee in Relation to the Issuer*) shall not be affected.

4. **POSITION OF THE SECURITY TRUSTEE IN RELATION TO THE ISSUER**

4.1 With respect to the Security, the Security Trustee is legally a secured party (*Sicherungsnehmer*) in relation to the Issuer. Accordingly, to the extent that any rights and claims are assigned by the Issuer to the Security Trustee for security purposes in accordance with clause 5 (Assignment for Security Purposes), in insolvency proceedings on the Security Trustee's estate, such rights would be segregated (*Aussonderungsrecht*) as assets of the Issuer held in trust.

4.2 The Issuer hereby grants the Security Trustee a separate trustee claim (the "**Trustee Claim**"), entitling the Security Trustee to demand from the Issuer:

- (a) that any present or future obligation of the Issuer in relation to the Lenders and the Noteholders be fulfilled;
- (b) that any present or future obligation of the Issuer in relation to a Transaction Creditor of the Transaction Documents be fulfilled; and
- (c) (if the Issuer is in default in respect of any Secured Obligation(s) and insolvency proceedings have not been instituted against the estate of the Security Trustee) that

any payment owed under the respective Secured Obligation will be made to the Security Trustee for onward payment to the Transaction Creditors and discharge the Issuer's obligation accordingly.

The right of the Issuer to make payments to the respective Transaction Creditor shall remain unaffected. The Trustee Claim in whole or in part may be enforced separately from the relevant Transaction Creditor's claim related thereto. In the case of a payment pursuant to clause 4.2(c) hereof, the Issuer shall have a claim against the Security Trustee for onward payment to the respective Transaction Creditors.

- 4.3 The obligations of the Security Trustee under this Agreement are owed exclusively to the Transaction Creditors, except for the obligations and declarations of the Security Trustee to the Issuer pursuant to clause 4.1, the last sentence of clause 4.2, clause 11, clause 32 and clauses 38 and 39 hereof.

5. **ASSIGNMENT FOR SECURITY PURPOSES**

- 5.1 The Issuer hereby assigns to the Security Trustee for security purposes (*Sicherungsabtretung*) all its claims and other rights arising from the German Transaction Documents (with the exception of claims and other rights arising from this Agreement, but including the rights to unilaterally alter a legal relationship (*unselbständige Gestaltungsrechte*)) and from all present and future German law contracts the Issuer has entered into or may enter into in connection with the Schuldschein Loans, the Notes, the Subordinated Loan, the Swap Agreements or the Receivables. The Security Trustee hereby accepts such assignments.

- 5.2 The assignments for security purposes pursuant to clause 5.1 are subject to the condition precedent that the German Transaction Documents (for the avoidance of doubt excluding this Agreement) are signed.

- 5.3 If an express or implied current account relationship exists or is later established between the Issuer and a third party, the Issuer hereby assigns to the Security Trustee - without prejudice to the generality of the provisions in clause 5.1 - the right to receive a periodic account statement and the right to payment of present or future balances (including a final net balance determined upon the institution of any insolvency proceedings according to the Applicable Insolvency Law regarding the estate of Driver UK Master S.A.), as well as the right to terminate the current account relationship and to the determination and payment of the closing net balance upon termination.

6. **PLEDGE**

The Issuer hereby pledges to the Security Trustee all its present and future claims against the Security Trustee arising under this Agreement. The Issuer hereby gives notice to the Security Trustee of such pledge in accordance with Section 1280 of the German Civil Code (*Bürgerliches Gesetzbuch*) and the Security Trustee hereby confirms the receipt of such notice.

7. **SECURITY PURPOSE**

The assignment for security purposes pursuant to clauses 5.1 and 5.2 and the pledge pursuant to clause 6 (*Pledge*) serve to secure the Trustee Claim. In addition, the assignment pursuant to clauses 5.1 and 5.2 is made for the purpose of securing the rights of the Transaction Creditors against the Issuer arising under the Funding and the Transaction Documents and any potential obligations on the grounds of any invalidity or

unenforceability of any Funding or any Transaction Documents, in particular claims on the grounds of unjustified enrichment (*ungerechtfertigte Bereicherung*).

8. AUTHORITY TO COLLECT; ASSUMPTION OF OBLIGATIONS; FURTHER ASSIGNMENT

8.1 The Issuer is authorised to collect, to have collected, to realise and to have realised in the ordinary course of its business or otherwise to use, the rights assigned for security purposes pursuant to clause 5 (*Assignment for Security Purposes*) and the rights pledged pursuant to clause 6 (*Pledge*) and to exercise or have exercised the unilateral rights (*Gestaltungsrechte*) pertaining to such rights and the rights and assets assigned for security purposes pursuant to the Deed of Charge and Assignment and the Assignment in Security.

8.2 The authority provided in clause 8.1 above is deemed to be granted only to the extent that all obligations of the Issuer are fulfilled in accordance with the Order of Priority prior to a Foreclosure Event. The authority may be revoked by the Security Trustee if this is necessary in the opinion of the Security Trustee to avoid endangering the Security or their value. The authority shall automatically terminate upon the occurrence of a Foreclosure Event pursuant to clause 17 (Foreclosure on the Security; Foreclosure Event) hereof.

8.3 The Security Trustee shall, in its relationship to the Issuer and to the Seller, comply with the continuing duties of care of the Issuer arising from the Receivables Purchase Agreement and the Servicing Agreement (including the treatment of the transfer to the Issuer as an equitable assignment). Such continuing duties shall not include, in particular, the payment obligations of the Issuer (i) pursuant to clause 3 (*Sale of the Initial Receivables*) and clause 4 (*Sales of Additional Receivables*) of the Receivables Purchase Agreement, or (ii) as compensation for damages.

8.4

(a) The Security Trustee is authorised to assign the Security assigned in accordance with clause 5 (*Assignment for Security purposes*) for security purposes:

- (i) in the event the Security Trustee is replaced and all Security is assigned to a new security trustee (the "**New Security Trustee**"); or
- (ii) upon occurrence of a Foreclosure Event pursuant to clause 17 (Foreclosure on the Security; Foreclosure Event) hereof; or
- (iii) as long as Volkswagen Financial Services (UK) Limited is the Servicer, Volkswagen Financial Services (UK) Limited has given its consent to such assignment or if it unreasonably withholds its consent; such a withholding of consent shall as a rule be considered unreasonable if a transfer does not affect the interests of the Seller, the Obligors or the Issuer and the Transaction Creditors risk substantial disadvantages without such a transfer.

(b) In the case of an assignment pursuant to clause 8.4(a)(i) above, the Security Trustee shall be obliged to agree with the respective transferee that the transferee shall assume the obligations of Security Trustee pursuant to clause 8.3 above.

9. REPRESENTATION OF THE ISSUER

9.1 The Issuer represents and warrants to the Security Trustee that:

- (a) the Security granted hereunder has not already been assigned, pledged or otherwise encumbered to a third party by the Issuer; and

- (b) the Issuer has not established any third-party rights on or in connection with the Security.

9.2 The Issuer shall pay damages pursuant to section 280(1) in connection with section 280(3) (*Schadensersatz statt der Leistung*) of the German Civil Code if the legal existence of the Security transferred for security purposes in accordance with this Agreement and/or the Deed of Charge and Assignment is invalid as a consequence of an action or omission by the Issuer contrary to clause 9.1 above.

10. REPRESENTATIONS OF THE SECURITY TRUSTEE

The Security Trustee represents and warrants to the Issuer:

- (a) that it is legally competent and in a position to perform the duties assigned to it in this Agreement in accordance with the provisions of this Agreement; and
- (b) it has and will continue to have its centre of main interests (as that term is used in Article 3(l) of the EU Insolvency Regulation) in Germany and has not and will not have an establishment (being a place of operations where a company carries out non-transitory economic activity within human means and assets and as that term is used in Article 2(10) of the EU Insolvency Regulation) outside of Germany.

11. RELEASE OF SECURITY

11.1 As soon as the Issuer has fully and finally discharged all obligations secured by this Agreement, the Security Trustee shall promptly retransfer or release, as applicable, any remaining Security transferred to it under this Agreement and that it still holds at such time to or to the order of the Issuer. The Security Trustee undertakes to notify all Transaction Creditors of the full satisfaction of all obligations secured hereunder and of the retransfer of the Security. For the purpose of release, the Security Trustee may rely on evidence which shows that all moneys necessary for the satisfaction of the obligations secured by this Agreement have been transferred to the Principal Paying Agent who then forwarded the proceeds. A confirmation of the Principal Paying Agent will be sufficient evidence for the purpose of the preceding sentence.

11.2 Subject to the provisions in the Transaction Documents, as soon as the Security has been released, the Transaction and all Transaction Documents shall automatically terminate.

12. ACCEPTANCE, SAFEKEEPING AND REVIEW OF DOCUMENTS; NOTIFICATION OF THE ISSUER

12.1 The Security Trustee shall accept the documents which are delivered to it in connection with the reporting of the Seller pursuant to clause 3 (*Sale of the Initial Receivables*), clause 4 (*Sales of Additional Receivables*) and clause 10 (*Repurchase*) of the Receivables Purchase Agreement and paragraph 2.20 (*Reporting duties*) of Schedule 1 (*Services to be provided by the Servicer*) of the Servicing Agreement and shall:

- (a) keep such documents for one year after the termination of this Agreement and, at the discretion of the Issuer, thereafter either destroy such documents or deliver the same to the Issuer or to the Seller; or
- (b) forward the documents to the New Security Trustee if the Security Trustee is replaced in accordance with clauses 30 (*Termination by the Security Trustee for Good Cause*) through 32 (*Transfer of Security; Costs; Publication*) of this Agreement.

- 12.2 The Security Trustee shall to a reasonable extent check the conformity of the documents provided to it in accordance with paragraph 2.20 (*Reporting Duties and duties under the Swap Agreements*) of Schedule 1 (*Services to be provided by the Servicer*) of the Servicing Agreement without being obliged to recalculate the figures. If this does not reveal any indication of a breach of duties or any risk for the Security, the Security Trustee is not obliged to examine such documents any further. If, on the basis of such checks, the Security Trustee comes to the conclusion that a Transaction Creditor is not properly fulfilling its obligations under a Transaction Document, the Security Trustee shall promptly inform the directors of the Issuer thereof. The right of the Security Trustee to obtain additional information from the Seller shall not be affected hereby.

13. ACCOUNTS

- 13.1 The terms of the Accounts are set out in the Account Agreement. Should the Account Bank cease to have the Account Bank Required Rating or fail to maintain an Account Bank Required Guarantee, the Account Bank shall use all endeavours within its control during the remedy period as specified by the relevant Rating Agency which is sixty (60) calendar days to assist the Issuer to, and the Issuer shall: (i) transfer the Accounts held with it to an Eligible Collateral Bank or (ii) find an irrevocable and unconditional guarantor providing the Account Bank Required Guarantee. If within this remedy period none of the measures set out under (i) through (ii) above is taken, the Issuer shall terminate the Account Agreement, provided that such termination shall not take effect until the transition of the Issuer's banking arrangements has been completed. The outgoing Account Bank shall, in case of a termination, reimburse (on a pro rata basis) to the Issuer any up-front fees paid by the Issuer for periods after the date on which the substitution of the Account Bank is taking effect. In case of a termination as a result of the Account Bank failing to maintain an Account Bank Required Guarantee or if its short-term or long-term ratings fall below the Account Bank Required Rating, the outgoing Account Bank shall reimburse the Issuer for the costs (including legal costs and administration costs) or pay any costs incurred for the purpose of appointing a Successor Bank up to an amount of GBP 15,000 (the "Account Bank Replacement Costs"). For the avoidance of doubt, such Account Bank Replacement Costs shall cover any and all replacement costs incurred in respect of a replacement of The Bank of New York Mellon, London Branch as Account Bank.
- 13.2 Should one of the Accounts be terminated either by the Account Bank or by the Issuer, the Issuer shall promptly inform the Security Trustee of such termination. The Issuer shall, together with the Security Trustee, open an account, on conditions as close as possible to those previously received with the Successor Bank, which has at least the Account Bank Required Ratings or has an Account Bank Required Guarantee. The Issuer shall conclude a new Account Agreement with the Successor Bank as counterparty, and with the consent of the Security Trustee the new Account Agreement shall include a provision in which the Successor Bank undertakes to promptly notify the other contract parties of any downgrade in its rating.
- 13.3 Should one of the Accounts be opened with a Successor Bank, and the Issuer or the Security Trustee receives a notice pursuant to clause 13.1 above, then within sixty (60) calendar days after the Account Bank ceases to have the Account Bank Required Rating or fails to maintain an Account Bank Required Guarantee, the Security Trustee shall open the relevant Issuer account with another Successor Bank in accordance with the procedure laid out in clause 13.2 above on behalf of the Issuer and terminate the relevant Issuer account with the previous Successor Bank.

14. ACTIONS OF THE ISSUER REQUIRING CONSENT

If the Issuer requests that the Security Trustee grant its consent as required pursuant to clause 37 (*Negative Undertakings*), the Security Trustee may grant or withhold the

requested consent at its discretion, taking into account the reasonable interests of the Transaction Creditors in accordance with clause 3.1 hereof.

15. BREACH OF OBLIGATIONS BY THE ISSUER

15.1 If the Security Trustee in the course of its activities becomes aware that the existence or the value of the Security, in its sole professional judgment, is at risk due to any failure of the Issuer to properly comply with its obligations under this Agreement, the Security Trustee shall, subject to the provisions in clause 15.2 below, deliver a notice to the Issuer in reasonable detail of such failure (with a copy to the Servicer) and, if the Issuer does not remedy such failure within 90 days after the delivery of such notice, the Security Trustee shall at its discretion, unless otherwise instructed by all Noteholders and Lenders (but excluding any Noteholder or Lender, which is VW Bank or any of its Affiliates), take or induce all actions which in the opinion of the Security Trustee are warranted to avoid such threat. To the extent that the Issuer does not comply with its obligations pursuant to clause 35 (Undertakings of the Issuer in Respect of the Security) hereof in respect of the Security and does not remedy such failure within the ninety (90) day period after the notice set forth above, the Security Trustee is in particular authorised and obliged to exercise all rights arising under the Transaction Documents on behalf of the Issuer.

15.2 The Security Trustee shall only intervene in accordance with clause 15.1 above if and to the extent that it is assured that it will be indemnified to its satisfaction, at its discretion either by reimbursement of costs or in any other way it deems appropriate, against all costs and expenses resulting from its activities (including fees for retaining counsel, banks, auditors, or other experts as well as the expenses for retaining third parties to perform certain duties) and against all liability, obligations, and attempts to bring any action in or out of court. Clause 33 (*Standard of Care*) of this Agreement shall not be affected hereby.

16. POWER OF ATTORNEY

The Issuer hereby grants by way of security power of attorney to the Security Trustee, waiving, to the extent legally possible, the restrictions set forth in section 181 of the German Civil Code, and with the right to grant substitute power of attorney, to act in the name of the Issuer with respect to all rights of the Issuer arising under the Transaction Documents (except for the rights vis-à-vis the Security Trustee). Such power of attorney is irrevocable. It shall expire as soon as a New Security Trustee has been appointed pursuant to clauses 30 (*Termination by the Security Trustee for Good Cause*) through 32 (*Transfer of Security; Costs; Publication*) of this Agreement and the Issuer has issued a power of attorney to such New Security Trustee having the same contents as the above power of attorney. The Security Trustee shall only act under this power of attorney in the context of its rights and obligations pursuant to this Agreement.

17. FORECLOSURE ON THE SECURITY; FORECLOSURE EVENT

17.1 The Security shall be subject to foreclosure upon the occurrence of a Foreclosure Event. A Foreclosure Event shall occur when:

- (a) with respect to the Issuer an Insolvency Event occurs;
- (b) the Issuer defaults in the payment of any interest on the most senior Instrument then outstanding when the same becomes due and payable, and such default continues for a period of five (5) Business Days; or
- (c) the Issuer defaults in the payment of principal of any Instrument on the Final Maturity Date.

It is understood that the interest and principal on the Subordinated Loan and on the Instruments (other than interest on the most senior Instruments then outstanding) will not be due and payable on any Payment Date (other than the Final Maturity Date) except to the extent there are sufficient funds in the Available Distribution Amount to pay such amounts in accordance with the Order of Priority.

The Security Trustee shall promptly and without undue delay give an Enforcement Notice to the Lenders, the Noteholders and the Subordinated Lender and notify the Rating Agencies of the occurrence of a Foreclosure Event.

- 17.2 After the occurrence of a Foreclosure Event, the Security Trustee will at its reasonable discretion foreclose or cause foreclosure on the Security, provided that Security granted under the Deed of Charge and Assignment shall be subject to enforcement in accordance with the provisions therein. Unless compelling grounds to the contrary exist, the foreclosure shall be performed by collecting payments made into the Accounts on the Security or, inter alia, by assignment pursuant to clause 8.4(a) (*Authority to Collect; Assumption of Obligations; Further Assignment*). The provisions of the Corporate Services Agreement shall be unaffected by the foreclosure of the Security (subject to the provisions of clause 8.4 (*Authority to Collect; Assumption of Obligations; Further Assignment*) hereof).
- 17.3 Within fifteen (15) days after the occurrence of a Foreclosure Event, the Security Trustee shall give notice to the Lenders, the Noteholders, the Swap Counterparties and the Subordinated Lender, specifying the manner in which it intends to foreclose and enforce on the Security, in particular, whether it intends to sell the Security, and apply the proceeds from such foreclosure to satisfy the obligations of the Issuer, subject to the Order of Priority set out in clause 21 hereof. If, within sixty (60) days after the publication of such notice, the Security Trustee receives written notice from a Lender or Lenders or a Noteholder or Noteholders together representing more than 50 per cent of the aggregate outstanding principal amount of the Senior Instruments, or, provided that no Senior Instruments are outstanding, the Junior Instruments, objecting to the action proposed in the Security Trustee's notice, the Security Trustee shall not undertake such action (other than the collection of payments on the accounts for the Security). For the avoidance of doubt, upon the occurrence of an Enforcement Event, the Security Trustee is not automatically required to liquidate the Purchased Receivables at market value.

18. PAYMENTS UPON OCCURRENCE OF A FORECLOSURE EVENT

- 18.1 Upon the occurrence of a Foreclosure Event, the Security may be claimed exclusively by the Security Trustee. Payments on such Security thereafter will have effect only if made to the Security Trustee.
- 18.2 After the occurrence of the Foreclosure Event, payments on the obligations of the Issuer may not be made as long as, in the opinion of the Security Trustee, such payment will jeopardise the fulfilment of any later maturing obligation of the Issuer with higher rank in accordance with the Order of Priority.
- 18.3 In the case of payments on the Instruments or the Subordinated Loan, the Security Trustee shall provide the Lenders, the Noteholders and the Subordinated Lender with advance notice of the Payment Date pursuant to the Conditions or the Subordinated Loan Agreement. In the case of such payment to the Lenders and/or the Noteholders (as the case may be), the Security Trustee is only responsible for making the relevant amount available to the Principal Paying Agent.
- 18.4 After all Secured Obligations have been fulfilled, the Security Trustee shall release any remaining Security and pay out any remaining amounts to the Issuer.

19. **CONTINUING DUTIES**

Clauses 12 (*Acceptance, Safekeeping, and Review of Documents; Notification of the Issuer*) through 15 (*Breach of Obligations by the Issuer*) of this Agreement shall continue to apply after a Foreclosure Event has occurred.

20. **DISTRIBUTION ACCOUNT; ACCUMULATION ACCOUNT; COUNTERPARTY DOWNGRADE COLLATERAL ACCOUNT; SWAP PROVISIONS**

20.1 The Distribution Account shall be used for the fulfilment of the payment obligations of the Issuer.

20.2 The Issuer shall ensure that all payments made to the Issuer (other than the collateral under the Swap Agreements and Swap Termination Payments which shall be deposited in accordance with clauses 20.6 and 20.8 below) shall be made by way of a bank transfer to or deposit or in any other way into the Distribution Account.

20.3 The Issuer has entered into the Swap Agreement, to hedge the floating rate interest exposure on the Instruments. The Issuer may, from time to time, enter into one or more replacement Swap Agreements with one or more replacement Swap Counterparty in the event that a Swap Agreement is terminated prior to its scheduled expiration pursuant to an "event of default" where the Swap Counterparty is the Defaulting Party (as defined in the relevant Swap Agreement) or "termination event" under the Swap Agreement. The replacement Swap Agreement will have initial notional amounts equal to the aggregate principal amounts of the relevant Instrument on the Issue Date. The notional amount of each Swap Agreement will decrease by the amount of any principal payments on the relevant Instrument.

20.4 In the event that a Swap Counterparty is required to collateralise its obligations pursuant to the terms of the applicable Swap Agreement, the Counterparty Downgrade Collateral Account Bank shall, upon request by the Issuer, open the Counterparty Downgrade Collateral Account within ten (10) Business Days and such amounts will be held in the Counterparty Downgrade Collateral Account for such Swap Agreement and any securities deposited therein will be held by the Security Trustee on trust for the relevant Swap Counterparty and the Security Trustee will invest any cash amounts in accordance with the provisions of the respective Swap Agreement. Each Counterparty Downgrade Collateral Account shall be separate from the Distribution Account and from the general cash flow of the Issuer. Collateral deposited in such Counterparty Downgrade Collateral Account shall not constitute Available Distribution Amounts. Amounts standing to the credit of each Counterparty Downgrade Collateral Account (or securities deposited therein) shall secure solely the payment obligations of the Swap Counterparty to the Issuer under the applicable Swap Agreement. The amounts in each Counterparty Downgrade Collateral Account will be applied in or towards satisfaction of the Swap Counterparty's obligations to the Issuer upon termination of the respective Swap Agreement. Any Excess Swap Collateral owing to the relevant Swap Counterparty pursuant to the relevant Swap Agreement shall not be available to Transaction Creditors and shall be returned to such Swap Counterparty outside of the Order of Priority. Any Swap Tax Credits will be applied to the Swap Counterparty outside of the Order of Priority. Following the establishment of the Counterparty Downgrade Collateral Account for a Swap Agreement, the relevant Swap Counterparty shall bear any costs and expenses in connection with the Counterparty Downgrade Collateral Account. If the Issuer incurs any liabilities, or commercially reasonable costs or expenses in connection with the Counterparty Downgrade Collateral Account, the Swap Counterparty shall reimburse the Issuer immediately upon request from the Issuer.

- 20.5 The Servicer shall calculate and provide, by delivery of the Servicer Report, written notification to a Swap Counterparty and to the Security Trustee of the notional amount of each Swap Agreement as of each Payment Date on or before the Servicer Report Performance Date in the month of the related Payment Date. The Interest Determination Agent shall provide the Servicer with the calculation of Compounded Daily SONIA in accordance with the Agency Agreement. The Servicer shall provide the calculation of Compounded Daily SONIA to the Security Trustee under this Agreement and shall forward the amounts calculated by the calculation agent under each Swap Agreement in respect of all payments due under such Swap Agreement on each Payment Date, including Net Swap Receipts and Swap Termination Payments, payable in accordance with clause 21 below (Order of Priority), and shall provide written notification of such amounts to the Swap Counterparty and to the Security Trustee prior to such Payment Date. The parties hereto hereby acknowledge that with respect to the obligations under each Swap Agreement of the parties thereto, all calculations shall be performed by the calculation agent as appointed under the relevant Swap Agreement.
- 20.6 In the event of any early termination of the transaction under any Swap Agreement any Swap Termination Payments received by the Issuer or the Security Trustee on behalf of the Issuer from the related Swap Counterparty will be remitted to such Counterparty Downgrade Collateral Account.
- 20.7 The Issuer shall promptly, following the early termination of the Swap Agreement due to an "event of default" or "termination event" (each as defined in the applicable Swap Agreement) and in accordance with the terms of the Swap Agreement, enter into a replacement Swap Agreement with an Eligible Swap Counterparty to the extent possible and practicable through application of amounts in the Counterparty Downgrade Collateral Account (after returning any Excess Swap Collateral to the Swap Counterparty).
- 20.8 Subject to clause 20.11, on each Payment Date following the termination of a Swap Agreement, funds standing to the credit of the Counterparty Downgrade Collateral Account (after returning any Excess Swap Collateral to the Swap Counterparty) shall be used to cover any shortfalls in the amounts payable under items first through tenth according to the Order of Priority set out in clause 21.3 (*Order of Priority*) or items *first* through *ninth* in the Order of Priority set out in clause 21.5 (*Order of Priority*), as applicable, provided that in no event will the amount withdrawn from the Counterparty Downgrade Collateral Account for such purpose exceed the amount of Net Swap Receipts that would have been required to be paid to the Issuer on such Payment Date under the terminated Swap Agreement had there been no termination of such Swap Agreement.
- 20.9 Any Swap Replacement Proceeds which are received by the Issuer or the Security Trustee on behalf of the Issuer from a replacement Swap Counterparty will be remitted directly to the Counterparty Downgrade Collateral Account. Such Swap Replacement Proceeds shall be applied in payment of any Swap Termination Payments to the Swap Counterparty under the initial Swap Agreement outside the Order of Priority. If Swap Replacement Proceeds are insufficient to pay the Swap Termination Payment due to the initial Swap Counterparty, any shortfall shall be paid in accordance with the Order of Priority. If Swap Replacement Proceeds exceed the Swap Termination Payment due to the initial Swap Counterparty, any excess shall be treated as part of the Available Distribution Amount.
- 20.10 Upon payment of all amounts payable under the Instruments the sums remaining in the Counterparty Downgrade Collateral Account shall be paid according to the following order of priority:
- (a) *first*, to the Subordinated Lender amounts payable in respect of accrued and unpaid interest on the Subordinated Loan (including, without limitation, overdue interest);

- (b) *second*, to the Subordinated Lender, until the aggregate principal amount of the Subordinated Loan has been reduced to zero; and
- (c) *third*, to pay all remaining excess to VWFS by way of a final success fee.

20.11 The Issuer will on the date of this Agreement establish at the Account Bank the Accumulation Account to collect during the Revolving Period payments as set forth in the ninth and tenth items, of the Order of Priority according to clause 21.3. During the Revolving Period, amounts on deposit in the Accumulation Account shall be used by the Issuer for the purchase of Additional Receivables from the Seller according to the terms for the purchase of Additional Receivables as set forth in clause 4 (*Sales of Additional Receivables*) of the Receivables Purchase Agreement. Upon the occurrence of an Early Amortisation Event, an Enforcement Event or the end of the Revolving Period, the Accumulation Account shall be closed on the subsequent Payment Date and any amounts on deposit in the Accumulation Accounts shall be transferred on the subsequent Payment Date to the Distribution Account.

21. ORDER OF PRIORITY

- 21.1 Prior to the full and unconditional discharge of all obligations of the Issuer to the Transaction Creditors, any credit in the Distribution Account and the Cash Collateral Account shall be allocated exclusively in accordance with clauses 21.2 to 21.6 below and clause 22 (*Cash Collateral Account*).
- 21.2 Interest accruing on the Distribution Account and the Accumulation Account shall form part of the Available Distribution Amount. Interest accruing on the Counterparty Downgrade Collateral Account (other than amounts payable under clause 20.9 and clause 20.10 (*Distribution Account; Accumulation Account; Counterparty Downgrade Collateral Account; Swap Provisions*)) and the Cash Collateral Account will not form part of the Available Distribution Amount. Such accrued interest and earned income will be retained on the relevant Account and (i) in the case of the Counterparty Downgrade Collateral Accounts, interest accruing in respect of amounts other than Swap Termination Payments received by the Issuer, be paid to the Swap Counterparty in accordance with the Swap Agreement; (ii) in the case of the Counterparty Downgrade Collateral Account, interest accruing in respect of Swap Termination Payments received by the Issuer, be paid to the Subordinated Lender and/or VWFS in accordance with the priority of payment set out in clause 20.10 (*Distribution Account; Accumulation Account; Counterparty Downgrade Collateral Account; Swap Provisions*) unless otherwise specified in this Agreement and (iii) in the case of interest accruing on the Cash Collateral Account, form part of the General Cash Collateral Amount and be applied accordingly in accordance with clause 22 (*Cash Collateral Account*) below.
- 21.3 Prior to the occurrence of an Enforcement Event, distributions will be made on each Payment Date from the Available Distribution Amount according to the following Order of Priority, *provided* that any distributions arising from a Term Takeout shall not be distributed according to the following Order of Priority but shall be distributed as set out in clause 12.1(c) (*Sale of Receivables to Other Secured Vehicles*) of the Receivables Purchase Agreement:
- (a) *first*, amounts due and payable in respect of taxes (if any) by the Issuer (for the avoidance of doubt, corporate income taxes payable in respect of the Retained Profit Amount will first be paid from the amounts standing to the credit of the Retained Profit Ledger);

- (b) *second*, amounts (excluding any payments under the Trustee Claim) due and payable (i) to the Security Trustee under this Agreement or the Deed of Charge and Assignment and (ii) *pari passu* to any successor of the Security Trustee (if applicable) appointed pursuant to clauses 30 (*Termination by the Security Trustee for Good Cause*) and 31 (*Replacement of the Security Trustee*) of this Agreement or under any agreement replacing this Agreement;
- (c) *third*, to the Servicer the Servicer Fee;
- (d) *fourth*, of equal rank amounts due and payable (i) to the directors of the Issuer; (ii) to the Corporate Services Provider under the Corporate Services Agreement; (iii) to each Agent under the Agency Agreement; (iv) to the Account Bank and the Cash Administrator under the Account Agreement; (v) to the Rating Agencies the fees for the monitoring of the Programme; (vi) to the Lead Manager under the Programme Agreement; (vii) to the Data Protection Trustee under the Data Protection Trust Agreement; (viii) to the Issuer in respect of other administration costs and expenses of the Issuer, including, without limitation, any costs relating to the listing of the Notes on the official list of the Luxembourg Stock Exchange, any costs relating to any auditors' fees, any tax filing fees and any annual return or exempt company status fees and any Administrator Recovery Incentive; and (ix) to the Issuer the Retained Profit Amount to be credited to the Retained Profit Ledger;
- (e) *fifth*, amounts payable by the Issuer to the (respective) Swap Counterparty in respect of any Net Swap Payments or any Swap Termination Payments under the Swap Agreements (if any and provided that the Swap Counterparty is not the Defaulting Party (as defined in the relevant Swap Agreement) and there has been no termination of the transaction under the Swap Agreement due to a termination event relating to the Swap Counterparty's downgrade);
- (f) *sixth*, on a *pro rata* and *pari passu* basis, amounts due and payable in respect of (a) interest accrued during the immediately preceding Interest Period on the Senior Instruments plus (b) Interest Shortfalls (if any) *pari passu* and ratably as to each other on the Senior Instruments;
- (g) *seventh*, on a *pro rata* and *pari passu* basis, amounts due and payable in respect of (a) interest accrued during the immediately preceding Interest Period on the Junior Instruments plus (b) Interest Shortfalls (if any) *pari passu* and ratably as to each other on the Junior Instruments;
- (h) *eighth*, to the Cash Collateral Account, until the General Cash Collateral Amount is equal to the Specified General Cash Collateral Account Balance;
- (i) *ninth*, on a *pro rata* and *pari passu* basis, (1) the Senior Instrument Amortisation Amount to each Amortising Senior Instrument and (2) an amount no less than zero equal to the Senior Instrument Accumulation Amount;
- (j) *tenth*, on a *pro rata* and *pari passu* basis, (1) the Junior Instrument Amortisation Amount to each Amortising Junior Instrument and (2) an amount no less than zero equal to the Junior Instrument Accumulation Amount;
- (k) *eleventh*, by the Issuer to the Swap Counterparty, any payments under the Swap Agreements other than those made under item fifth above;

- (l) *twelfth*, to the Subordinated Lender amounts due and payable in respect of accrued and unpaid interest on the Subordinated Loan (including, without limitation, overdue interest);
 - (m) *thirteenth*, to the Subordinated Lender, principal amounts until the aggregate principal amount of the Subordinated Loan has been reduced to zero; and
 - (n) *fourteenth*, to pay all remaining excess to VWFS by way of a final success fee.
- 21.4 On any Payment Date after satisfaction of the amounts in clause 22.2 (*Cash Collateral Account*) below, any positive difference between the General Cash Collateral Amount and the Specified Cash Collateral Account Balance shall be distributed prior to the occurrence of an Enforcement Event according to the following Order of Priority, provided that no Credit Enhancement Increase Condition is in effect and provided that for any Payment Date on which a Term Takeout occurs, the Specified General Cash Collateral Account Balance shall be calculated by using the aggregate outstanding principal amount of the Instruments following the redemption of the Instruments that occurs on such Payment Date as a result of such Term Takeout:
- (a) *first*, to the Subordinated Lender, amounts payable in respect of accrued and unpaid interest on the Subordinated Loan (including, without limitation, overdue interest);
 - (b) *second*, to the Subordinated Lender, until the aggregate principal amount of the Subordinated Loan has been reduced to zero; and
 - (c) *third*, to pay all remaining excess to VWFS by way of a final success fee.
- 21.5 Following the occurrence of an Enforcement Event, distributions will be made by the Security Trustee from the Available Distribution Amount and any proceeds from the enforcement of the Security according to the following Order of Priority:
- (a) *first*, amounts due and payable in respect of taxes (if any) by the Issuer (for the avoidance of doubt, corporate income taxes payable in respect of the Retained Profit Amount will first be paid from the amounts standing to the credit of the Retained Profit Ledger);
 - (b) *second*, amounts (excluding any payments under the Trustee Claim) due and payable (i) to the Security Trustee under this Agreement or the Deed of Charge and Assignment, (ii) *pari passu* to any successor of the Security Trustee (if applicable) appointed pursuant to clauses 30 (*Termination by the Security Trustee for Good Cause*) and 31 (*Replacement of the Security Trustee*) of this Agreement or under any agreement replacing this Agreement and (iii) any fees, costs, expenses, indemnities and other amounts due and payable to any receiver, manager, receiver and manager, administrator or administrative receiver appointed in respect of the Issuer in accordance with the Deed of Charge and Assignment;
 - (c) *third*, to the Servicer the Servicer Fee;
 - (d) *fourth*, of equal rank amounts due and payable (i) to the directors of the Issuer; (ii) to the Corporate Services Provider under the Corporate Services Agreement; (iii) to each Agent under the Agency Agreement; (iv) to the Account Bank and the Cash Administrator under the Account Agreement; (v) to the Rating Agencies the fees for the monitoring of the Programme; (vi) to the Lead Manager under the Programme Agreement; (vii) to the Data Protection Trustee under the Data Protection Trust Agreement; (viii) to the Issuer in respect of other administration costs and expenses of the Issuer, including, without limitation, any costs relating to the listing of the

Notes on the official list of the Luxembourg Stock Exchange, any costs relating to any auditors' fees, any tax filing fees and any annual return or exempt company status fees and any Administrator Recovery Incentive; and (ix) to the Issuer the Retained Profit Amount to be credited to the Retained Profit Ledger;

- (e) *fifth*, amounts payable by the Issuer to the Swap Counterparty in respect of any Net Swap Payments or any Swap Termination Payments under the Swap Agreements (if any and provided that the Swap Counterparty is not the Defaulting Party (as defined in the relevant Swap Agreement) and there has been no termination of the transaction under the Swap Agreement due to a termination event relating to the Swap Counterparty's downgrade);
 - (f) *sixth, pari passu* and rateably to each other amounts due and payable in respect of (a) interest accrued on the Senior Instruments during the immediately preceding Interest Period plus (b) Interest Shortfalls (if any) *pari passu* and rateably as to each other on all Senior Instruments;
 - (g) *seventh, pari passu* and on a pro-rata basis, to each Senior Instrument the amount of principal due on such Senior Instruments until all Senior Instruments have been redeemed in full;
 - (h) *eighth, pari passu* and rateably to each other amounts due and payable in respect of (a) interest accrued on the Junior Instruments during the immediately preceding Interest Period plus (b) Interest Shortfalls (if any) *pari passu* and rateably as to each other on all Junior Instrument;
 - (i) *ninth, pari passu* and on a pro-rata basis, to each Junior Instrument the amount of principal due on such Junior Instrument until all Junior Instruments have been redeemed in full;
 - (j) *tenth*, by the Issuer to the Swap Counterparty, any payments under the Swap Agreements other than those made under item fifth above;
 - (k) *eleventh*, to the Subordinated Lender amounts due and payable in respect of accrued and unpaid interest on the Subordinated Loan (including, without limitation, overdue interest);
 - (l) *twelfth*, to the Subordinated Lender, principal amounts until the aggregate principal amount of the Subordinated Loan has been reduced to zero; and
 - (m) *thirteenth*, to pay all remaining excess to VWFS by way of a final success fee.
- 21.6 Notwithstanding the provisions of clauses 21.3, any obligations referred to in clauses 21.3(a) to 21.3(d) may be satisfied on any date other than a Payment Date from any funds representing Available Distribution Amounts and available on the Accounts in the Order of Priority.
- 21.7 Where it becomes necessary or desirable to provide for an amount which is to be converted or to convert an amount which is payable in accordance with items first through fourth of the Order of Priority in clause 21.3(a) into another currency for the purposes of making such payment, such amount may be provided for or converted at such rate, on such date and in accordance with such method (including providing for and/or converting an amount at the spot rates together with an adjustment factor of 20 per cent.) as the Issuer or the Servicer on its behalf may determine having regard to current rates of exchange if available. Any amounts provided for or converted and not used shall be reconverted (if applicable) and

retained in the Distribution Account and will be deemed to form part of the Available Distribution Amount for application on the next Payment Date.

22. CASH COLLATERAL ACCOUNT

- 22.1 The Issuer has established at the Account Bank the Cash Collateral Account to be used for the cash collateral, the initial Cash Collateral Amount being equal to GBP 61,055,150. On each Payment Date, the Specified General Cash Collateral Account Balance will be equal to the greater of (a) 1.45 per cent. of the aggregate nominal amount of the Instruments outstanding as at the end of the Monthly Period and (b) the lesser of (i) 0.60 per cent. of the Maximum Discounted Receivables Balance, and (ii) the aggregate nominal amount of the Instruments outstanding as of the end of the Monthly Period. On each Payment Date, amounts payable under item *eighth* of the Order of Priority set out in clause 21.3 (*Order of Priority*) shall be deposited in the Cash Collateral Account until the relevant balance equals the Specified Cash Collateral Account Balance. The funds in the Cash Collateral Account (other than the balance standing to the credit of the Interest Compensation Ledger and the Retained Profit Ledger) are referred to as the "**General Cash Collateral Amount**".
- 22.2 On each Payment Date, prior to the occurrence of a Foreclosure Event, the General Cash Collateral Amount shall be used:
- (a) to cover any shortfalls in the amounts payable under items *first* through *seventh* of the Order of Priority set out in clause 21.3 above;
 - (b) to make payment of the amounts due and payable under clause 21.4; and
 - (c) on the earlier of (i) the Final Maturity Date or (ii) the date on which the Aggregate Discounted Receivables Balance has been reduced to zero, to make payment of the amounts due and payable under items *ninth*, *tenth*, *eleventh*, *twelfth*, *thirteenth* and *fourteenth* of the Order of Priority set out in clause 21.3 above.
- 22.3 For the avoidance of doubt, the Servicer is entitled to utilise the General Cash Collateral Amount for the purposes of the Clean-Up Call Option. In connection with the exercise of the Clean-Up Call Option, VWFS shall ensure that all amounts outstanding under the Instruments and any obligations ranking *pari passu* with or senior to the Instruments in the Order of Priority are discharged in full.
- 22.4 On each Payment Date following the occurrence of an Enforcement Event, the General Cash Collateral Amount and the balance standing to the credit of the Interest Compensation Ledger and the Retained Profit Ledger shall be applied in accordance with clause 21.5 (*Order of Priority*) of this Agreement.
- 22.5 Upon the earliest to occur of (i) the Final Maturity Date; (ii) the date on which all then outstanding Instruments and the Subordinated Loan have been fully redeemed and repaid respectively, or (iii) of the date on which the Clean-Up Call Option has been exercised, the Cash Collateral Account shall be closed and VWFS shall be entitled to the sums remaining in the Cash Collateral Account together with the interests accrued thereof (except for any Retained Profit Amounts remaining in the Cash Collateral Account, to which the Issuer is entitled). After closing of the Cash Collateral Account, VWFS is entitled to any Purchased Receivables still being collected.
- 22.6 On each Payment Date the Retained Profit Ledger will be credited with the Retained Profit Amount in accordance with the applicable Order of Priority. Amounts may be debited from the Retained Profit Ledger from time to time to pay corporate income taxes in respect of the Retained Profit Amount and for any dividend payments to the Issuer's shareholder.

23. RELATION TO THIRD PARTIES; OVERPAYMENT

- 23.1 In respect of the Security, the Order of Priority shall be binding on all Transaction Creditors of the Issuer. In respect of other assets of the Issuer, such Order of Priority shall only be applicable internally between the Transaction Creditors, the Security Trustee, and the Issuer; in third party relationships, the rights of the Transaction Creditors and the Security Trustee shall have equal rank to those of the third-party creditors of the Issuer.
- 23.2 The Order of Priority set forth in clause 21 (*Order of Priority*) of this Agreement shall also be applicable if the claims are transferred to a third party by assignment, subrogation into a contract, or otherwise.
- 23.3 All payments to Transaction Creditors shall be subject to the condition that if a payment is made to a creditor in breach of the Order of Priority, such creditor shall repay - with commercial effect to the relevant Payment Date - the amount received to the Security Trustee; the Security Trustee shall then pay - with commercial effect to the relevant Payment Date - out the moneys so received in the way that they were payable in accordance with the aforementioned Order of Priority on the relevant Payment Date. If such overpayment as regards a Funding is not repaid by the Payment Date following the overpayment or if the claim to repayment is not enforceable, the Security Trustee is authorised and obliged to adapt the distribution provisions pursuant to clause 21 (*Order of Priority*) of this Agreement in such a way that any over- or underpayments made in breach of clause 21 (*Order of Priority*) of this Agreement are set off by correspondingly increased or decreased payments on such Payment Date (and, to the extent necessary, on all subsequent Payment Dates).

24. DELEGATION

- 24.1 In individual instances, the Security Trustee may, at market prices (if appropriate, after obtaining several offers), retain the services of a suitable law firm, credit institution, financial advisors or other experts to assist it in performing the duties assigned to it under this Agreement by delegating the entire or partial performance of the following duties:
- (a) the undertaking of individual measures pursuant to clause 15 (*Breach of Obligation by the Issuer*) hereof, specifically the enforcement of certain claims against the Issuer or a Transaction Creditor;
 - (b) the foreclosure on Security pursuant to clause 17 (*Foreclosure on the Security; Foreclosure Event*) hereof;
 - (c) the settlement of payments pursuant to clause 18 (*Payments upon Occurrence of the Foreclosure Event*) hereof; and
 - (d) the settlement of overpayments pursuant to clause 23.3 (*Relation to Third Parties; Overpayment*) hereof.
- 24.2 If third parties are retained pursuant to clause 24.1 above, the Security Trustee shall only be liable for the exercise of due care in the selection and supervision of the third party to a degree that the Security Trustee would exercise in its own affairs. The Security Trustee shall, however, not be liable for any negligence of the third party provided that the Security Trustee has assigned his claims against the third party to the relevant damaged party of this Agreement.
- 24.3 The Security Trustee shall promptly notify the Rating Agencies of every hiring pursuant to clause 24.1 above.

25. **ADVISORS**

25.1 The Security Trustee is authorised, in connection with the performance of its duties under the Funding and the Transaction Documents, at its own discretion, to seek information and advice from legal counsel, financial consultants, banks, and other experts in Germany or elsewhere (and irrespective of whether such Persons are already retained by the Security Trustee, the Issuer, a Transaction Creditor, or any other Person involved in the transactions under the Instruments, the Subordinated Loan or the Transaction Documents), at market prices (if appropriate, after obtaining several offers).

25.2 The Security Trustee may rely on such information and such advice of such external advisors without having to make its own investigations. The Security Trustee shall not be liable for any damages or losses caused by its acting in reliance on the information or the advice of such Persons. The Security Trustee shall not be liable for any negligence of such Persons.

26. **FEES**

26.1 The Issuer will pay the Security Trustee a fee, the amount of which shall be separately agreed between the Issuer and the Security Trustee.

26.2 Upon the occurrence of a Foreclosure Event or a default of any party (other than the Security Trustee) to a Transaction Document which results in that the Security Trustee undertakes tasks, the Issuer shall pay or procure to be paid to the Security Trustee such additional remuneration as shall be agreed between them. In the event that the Issuer and the Security Trustee fail to agree as to whether and/or in which amount an additional remuneration shall be payable in accordance with the preceding sentence, such matters shall be determined by a bank, financial services institution or auditing firm of recognised standing (acting as an expert and not as an arbitrator) jointly determined by the Issuer and the Security Trustee. The determination made by such expert shall be final and binding upon the Issuer and the Security Trustee. It is understood that the additional tasks to be performed by the Security Trustee will not be delayed, but instead will be continued as if the Issuer and the Security Trustee would have agreed on a fee immediately.

27. **REIMBURSEMENT OF EXPENSES**

The Issuer shall bear all costs and disbursements (including costs for legal advice and costs of other experts) incurred by the Security Trustee (other than in relation to tax on its own income, profits or gains or any FATCA Deduction) in connection with the performance of its duties under this Agreement, including the costs and disbursements in connection with the creation, holding, and foreclosure on the Security.

28. **RIGHT TO INDEMNIFICATION**

28.1 The Issuer shall indemnify the Security Trustee against all losses, liabilities, obligations (including any taxes (other than taxes on the Security Trustee's own income, profits or gains or any FATCA Deduction)), actions in and out of court, and costs and disbursements incurred by the Security Trustee in connection with this Agreement or any other Transaction Document, unless such costs and expenses are incurred by the Security Trustee due to a breach of its standard of care pursuant to clause 33 (*Standard of Care*) of this Agreement.

28.2 The Security Trustee shall not be bound to take any action under or in connection with this Agreement or any other Transaction Document or any document executed pursuant to any of them including, without limitation, forming any opinion or employing any agent, unless in all cases, it is fully indemnified or secured, and is reasonably satisfied that the Issuer will

be able to honour any indemnity in accordance with the Order of Priority as set out in clause 21 hereof, against all liabilities, proceedings, claims and demands to which it may be or become liable and all costs, charges and expenses which may be incurred by it in connection with them (other than taxes on the Security Trustee's own income, profits or gains or any FATCA Deduction) for which purpose the Security Trustee may require payment in advance of such liabilities being incurred of an amount which it considers (without prejudice to any further demand) sufficient to indemnify it or security satisfactory to it.

28.3 Notwithstanding any other provision of this Agreement, the Issuer will have no obligation to indemnify the Security Trustee for any FATCA Deductions.

29. TAXES

29.1 The Issuer shall bear all stamp and transfer taxes and other similar taxes or charges which are imposed in the United Kingdom, Germany or Luxembourg on or in connection with (i) the creation, holding, or foreclosure on Security, (ii) any measure taken by the Security Trustee pursuant to the Conditions, the Subordinated Loan Agreement or the other Transaction Documents, and (iii) the drawing under the Schuldschein Loans, the issuance of the Notes, the execution of the Subordinated Loan Agreement or the execution of the other Transaction Documents.

29.2 All payments of fees and reimbursements of reasonable expenses to the Security Trustee shall include any irrecoverable turnover taxes, value added taxes or similar taxes, other than taxes on the Security Trustee's own income, profits or gains, or any FATCA Deduction which are imposed in the future on the services of the Security Trustee.

30. TERMINATION BY THE SECURITY TRUSTEE FOR GOOD CAUSE

30.1 The Security Trustee may resign from its office as Security Trustee for good cause (*aus wichtigem Grund*) at any time, provided that upon or prior to its resignation, the Security Trustee, on behalf of the Issuer, appoints a reputable bank in the European Union or a reputable German auditing company and/or fiduciary company as successor and such appointee who needs to be experienced in the business of security trusteeship in Germany assumes all rights and obligations arising from this Agreement and has been furnished with all authorities and powers that have been granted to the Security Trustee.

30.2 Without prejudice to the obligation of the Security Trustee to appoint a successor in accordance with clause 30.1 above, the Issuer shall be authorised to make such appointment in lieu of the Security Trustee.

30.3 The appointment of the new Security Trustee pursuant to clause 30.1 or clause 30.2 above shall only take effect if (i) VWFS consents to the appointment of the proposed new Security Trustee; and (ii) the Issuer consents to the appointment of the proposed new Security Trustee or withholds such consent unreasonably. Consent pursuant to number (i) above shall be deemed granted if the Issuer or the Security Trustee requests VWFS in writing, including by e-mail, for consent to the appointment and consent is not refused by VWFS within five banking days in London of having received the request. Consent pursuant to number (ii) shall be deemed granted if the Security Trustee requests the Issuer in writing, including by e-mail, for consent to the appointment and consent or proof of reasonable cause for refusing to give consent is not provided within five banking days in Luxembourg after the Issuer receives the request.

30.4 A termination pursuant to clause 30.1 above notwithstanding, the rights and obligations of the Security Trustee shall continue until the appointment of the new Security Trustee has

become effective and the rights pursuant to clause 32 (*Transfer of Security; Costs; Publication*) hereof have been assigned to it.

- 30.5 The outgoing Security Trustee shall, in case of a termination, reimburse (on a pro rata basis) to the Issuer any up-front fees paid by the Issuer for periods after the date on which the substitution of the Security Trustee is taking effect. In case of a termination by the Issuer for good cause (*aus wichtigem Grund*) which is attributable to a breach by the Security Trustee of its standard of care set out in clause 33 hereof, the outgoing Security Trustee shall reimburse the Issuer for the costs (including legal costs and administration costs) or pay any costs incurred for the purpose of appointing a new Security Trustee up to a maximum amount of GBP 15,000 (the "**Security Trustee Replacement Cost**").

31. **REPLACEMENT OF THE SECURITY TRUSTEE**

The Issuer shall be authorised and obliged to replace the Security Trustee with a reputable bank or a reputable German auditing company and/or law firm and/or a fiduciary company who needs to be experienced in the business of security trusteeship in Germany if the Issuer has been so instructed in writing by a Lender, the Lenders, a Noteholder, the Noteholders or the Subordinated Lender owning at least 50 per cent of the aggregate outstanding principal amount of the Instruments and the Subordinated Loan. The Issuer shall be obliged to notify VWFS and the Rating Agencies within thirty (30) calendar days upon receipt of such request to replace the Security Trustee.

32. **TRANSFER OF SECURITY; COSTS; PUBLICATION**

- 32.1 In the case of a replacement of the Security Trustee pursuant to clauses 30 (*Termination by the Security Trustee for Good Cause*) or 31 (*Replacement of the Security Trustee*) of this Agreement, the Security Trustee shall forthwith transfer the Security it holds as fiduciary under this Agreement, as well as its Trustee Claim under clause 4 (*Position of the Security Trustee in Relation to the Issuer*) (including the pledge rights granted for the same pursuant to clause 6 (*Pledge*)) in its capacity as trustee to the new Security Trustee. Without prejudice to this obligation, the Issuer is hereby irrevocably authorised to effect such transfer on behalf of the Security Trustee subject to the condition set forth in sentence 1.
- 32.2 The costs incurred in connection with replacing of the Security Trustee pursuant to clauses 30 (*Termination by the Security Trustee for Good Cause*) or 32 (*Replacement of the Security Trustee*) of this Agreement shall be borne by the Issuer. If the replacement pursuant to clause 30 (*Termination by the Security Trustee for Good Cause*) or clause 31 (*Replacement of the Security Trustee*) of this Agreement is caused by a violation of obligations of the Security Trustee as set out in clause 33 hereof, the Issuer shall be entitled, without prejudice to any additional rights, to demand damages from the Security Trustee in the amount of such costs. The Security Trustee Replacement Cost, as defined in clause 30.5, shall be limited to GBP 15,000 however, any additional rights to demand damages from the Security Trustee shall not be limited to the amount of the Security Trustee Replacement Cost.
- 32.3 The appointment of a new Security Trustee in accordance with clauses 30 (*Termination by the Security Trustee for Good Cause*) and 31 (*Replacement of the Security Trustee*) of this Agreement shall be published without delay in accordance with the Conditions and the Subordinated Loan Agreement, or, if this is not possible, in any other appropriate way.
- 32.4 The Security Trustee shall provide the new Security Trustee with a report regarding its activities within the framework of this Agreement.

33. **STANDARD OF CARE**

The Security Trustee shall be liable for breach of its obligations under this Agreement only if and to the extent that it fails to meet the standard of care which it would exercise in its own affairs (*Sorgfalt in eigenen Angelegenheiten*).

34. **EXCLUSION OF LIABILITY**

The Security Trustee shall not be liable for: (i) any action or failure to act of the Issuer or of other parties to the Transaction Documents, (ii) the Instruments, the Subordinated Loan, the Purchased Receivables and the Transaction Documents being legal, valid, binding, or enforceable, or for the fairness of the provisions set forth in the Instruments, the Subordinated Loan Agreement or in the aforementioned Transaction Documents and (iii) – without prejudice to the provisions of clause 15 (*Breach of Obligations by the Issuer*) hereof – VWFS's failure to meet all or part of its contractual obligations to submit documents to the Security Trustee. In addition, no shareholder, officer or director of the Security Trustee shall incur any personal liability as a result of the performance or non-performance by the Security Trustee of its obligations hereunder. Any recourse against such a shareholder, officer or director is excluded accordingly, save for any such shareholder's, officer's or director's own gross negligence (*grobe Fahrlässigkeit*) or wilful misconduct (*Vorsatz*).

35. **UNDERTAKINGS OF THE ISSUER IN RESPECT OF THE SECURITY**

The Issuer undertakes *vis-à-vis* the Security Trustee:

- (a) not to sell the Security and to refrain from all actions and failure to act (excluding the collection and enforcement of the Security in the ordinary course of business) which may result in a significant (*wesentlichen*) decrease in the aggregate value or in a loss of the Security; to the extent that there are indications that a Transaction Creditor does not properly fulfil its obligations under a Transaction Document, the Issuer will in particular exercise the due care from a prudent merchant (*Sorgfalt eines ordentlichen Kaufmanns*) to take all necessary action to prevent the Security or their value from being jeopardised;
- (b) upon request of the Security Trustee, to mark in its accounting records the transfer for security purposes and the pledges to the Security Trustee and to disclose to third parties having a legal interest in becoming aware of the transfer for security purposes and the pledge that the transfer for security purposes and the pledges has taken place;
- (c) promptly to notify the Security Trustee if the rights of the Security Trustee in the Security are impaired or jeopardised by way of an attachment or other actions of third parties, by sending a copy of the attachment or transfer order or of any other document on which the enforcement of the third party is based, as well as all further documents which are required or useful to enable the Security Trustee to file proceedings and take other actions in defence of its rights. In addition, the Issuer shall promptly inform the attachment creditor and other third parties in writing, including by e-mail, of the rights of the Security Trustee in the Security; and
- (d) to permit the Security Trustee or its representatives to inspect its books and records at any time during usual business hours for purposes of verifying and enforcing the Security, to give any information necessary for such purpose, and to make the relevant records available for inspection.

36. OTHER UNDERTAKINGS OF THE ISSUER

The Issuer undertakes to:

- (a) promptly notify the Security Trustee in writing, including by e-mail, if circumstances occur which constitute a Foreclosure Event pursuant to clause 17 (*Foreclosure on the Security; Foreclosure Event*) of this Agreement;
- (b) submit to the Security Trustee at least once a year and in any event not later than 180 calendar days after the end of its fiscal year and at any time upon demand within five days a certificate signed by a director of the Issuer in which such director, in good faith and to the best of his/her knowledge based on the information available represents that during the period between the date the preceding certificate was submitted (or, in the case of the first certificate, the date of this Agreement) and the date on which the relevant certificate is submitted, the Issuer has fulfilled its obligations under the Instruments, the Subordinated Loan Agreement and the other Transaction Documents or (if this is not the case) specifies the details of any breach;
- (c) give the Security Trustee at any time such other information it may reasonably demand for the purpose of performing its duties under this Agreement;
- (d) send to the Security Trustee one copy in the German or the English language of any balance sheet, any profit and loss accounts, any report or notice, or any other memorandum sent out by the Issuer to its shareholders either at the time of the mailing of those documents to the shareholders or as soon as possible thereafter;
- (e) send or have sent to the Security Trustee a copy of any notice given in accordance with the Conditions and/or the terms of the Subordinated Loan Agreement immediately, or at the latest on the day of the publication of such notice;
- (f) ensure that the Principal Paying Agent notifies the Security Trustee immediately if they do not receive the moneys needed to discharge in full any obligation to repay the full or partial principal amount due to the Lenders and/or the Noteholders and/or the Subordinated Lender on any Payment Date;
- (g) have at all times at least one director independent from the Seller and the Issuer's shareholders;
- (h) correct any known misunderstanding regarding its separate identity;
- (i) conduct its own business in its own name; and
- (j) at all times ensure that its central management and control is exercised in Luxembourg.

37. NEGATIVE UNDERTAKINGS

As long as the Instruments and the Subordinated Loan are outstanding, the Issuer is not authorised without prior written consent of the Security Trustee to:

37.1 engage in any business or activities other than:

- (a) the performance of the obligations under this Agreement, the Instruments, the Subordinated Loan Agreement and the other Transaction Documents and under any other agreements which have been entered into in connection with the Funding;
- (b) the enforcement of its rights;

- (c) the performance of any acts which are necessary or useful in connection with (a) or (b) above; and
 - (d) the execution of all further documents and undertaking of all other actions, at any time and to the extent permitted by law, which, in the opinion of the Security Trustee, are necessary or warranted with respect to the reasonable interests of the Lenders, the Noteholders or the Subordinated Lender in order to ensure that the Conditions or the Subordinated Loan Agreement are always valid;
- 37.2 hold, permit to subsist any subsidiary nor form or acquire any subsidiary (unless in the case of a substitution of the Issuer pursuant to the Conditions and the Subordinated Loan Agreement);
 - 37.3 dispose of or pledge any assets or any part thereof or interest therein and/or make, incur, assume or suffer to exist any loan, advance or guarantee to any person, unless provided otherwise in this clause 37.1 above;
 - 37.4 pay dividends or make any other distribution to its shareholders other than payment of dividends in any accounting period which do not exceed the aggregate amount left to the Issuer after Tax (if any) is charged on the retained profit;
 - 37.5 incur, create, assume or suffer to exist or otherwise become or be liable in respect of any indebtedness, whether present or future;
 - 37.6 have any employees or own any real estate assets;
 - 37.7 create or permit to subsist any mortgages, or – notwithstanding of its obligations under the Transaction Documents - any liens, pledges or similar rights;
 - 37.8 consolidate or merge;
 - 37.9 materially amend its Articles of Association;
 - 37.10 issue new shares and acquire shares;
 - 37.11 open new accounts (other than contemplated in the Transaction Documents);
 - 37.12 change its country of incorporation;
 - 37.13 effect a substitution of debtors pursuant to the Conditions and the Subordinated Loan Agreement;
 - 37.14 permit its assets to become commingled with those of any other party;
 - 37.15 acquire obligations or securities of its Affiliates;
 - 37.16 take any action which will cause its central management and control to be located in any jurisdiction other than Luxembourg; or
 - 37.17 enter into any derivative contracts other than for the purposes of hedging the interest rate risk of the Purchased Receivables.

38. **AMENDMENTS**

- 38.1 VWFS will be entitled to unilaterally amend any term or provision of this Agreement, including this clause 38.1 with the consent of the Issuer but without the consent of any Lender, any Noteholder, any Swap Counterparties, the Subordinated Lender, the Arranger,

the Lead Manager or any other Person; provided that such amendment shall only become valid:

- (a) if it is notified to the Security Trustee, the Rating Agencies and the Issuer and VWFS have received a confirmation (x) from the Security Trustee that in the sole professional judgment of the Security Trustee, such amendment will not be materially prejudicial to the interests of any such Transaction Creditor and (y) the Rating Agencies that the ratings then assigned to the Instruments will not be adversely affected by such amendment; and
- (b) if any of the amendments relate to the amount, the currency or the timing of the cash-flow received by the Issuer under the Purchased Receivables, the application of such cash-flow by the Issuer, or the ranking of the Swap Counterparties in the Order of Priority, then the consent of each Swap Counterparty will be required; and
- (c) in case of amendments which materially and adversely affect the interests of the Issuer, the Security Trustee, the Swap Counterparties and/or the Subordinated Lender if such Transaction Parties that are materially and adversely affected have consented to such amendment.

38.2

- (a) Each Swap Counterparty and the Issuer shall be entitled:
 - (i) to amend the Swap Agreements to ensure that the terms hereof, and the parties obligations thereunder, are in compliance with the Regulation (EU) No 648/2012 of the European Parliament and of the Council of 4 July 2012 on OTC derivatives, central counterparties and trade repositories, known as the European Market Infrastructure Regulation, as amended from time to time, ("**EMIR**") and/or the then subsisting technical standards under EMIR; or
 - (i) to amend or waive (subject at all times to Article 15 (Dispute resolution), Chapter VII of the technical standards under EMIR (which relate to, inter alia, non-financial counterparties, risk-mitigation techniques for over the counter derivative contracts not cleared by a central counterparty) any of the time periods set out Part 6(c) of the schedules to the Swap Agreements.
- (b) The Servicer or the relevant Transaction Party(ies), as the case may be, and the Issuer shall be entitled to amend the Servicing Agreement or any other Transaction Documents to ensure that the terms thereof, and the parties obligations thereunder, are in compliance with EMIR and/or the then subsisting technical standards under EMIR;

in each case of (a) and (b) above, with the consent of the Issuer but without the consent of any Lender, any Noteholder, the Subordinated Lender or any other Person; provided that such amendment or waiver shall only become valid if it is notified to the Security Trustee and the Rating Agencies, and the Issuer and the Swap Counterparties or the Servicer or the relevant Transaction Party(ies), as the case may be, have received a confirmation from the Security Trustee that in the sole professional judgment of the Security Trustee, such amendment or waiver will not be materially prejudicial to the interests of any such Transaction Creditor.

38.3 Notwithstanding clauses 38.1 and 38.2 above, VWFS will be entitled to amend any term or provision of this Agreement with the consent of the Security Trustee, but without the

consent of any Lender, any Noteholder, any Swap Counterparty, the Subordinated Lender, the Arranger, the Lead Manager or any other Person if it is advised by a third party authorised under Article 28 of the UK Securitisation Regulation or Article 28 of the EU Securitisation Regulation, as applicable, or a reputable international law firm that such amendments are required for the Programme to comply with the EU Securitisation Regulation or the UK Securitisation Regulation, as applicable, or any regulatory and/or implementing technical standards adopted under the EU Securitisation Regulation or any directions, secondary legislation, guidance, regulatory technical standards, implementing technical standards and related documents published by the FCA and the PRA of the United Kingdom under the UK Securitisation Regulation. Any such amendment shall only become valid, by giving ten (10) Business Days prior notice to the Lenders, the Noteholders and the Rating Agencies in writing, including by e-mail. Insofar as such amendments relate to the originator or Seller, any amendments in order to comply with the EU Securitisation Regulation shall not result in any non-compliance with the UK Securitisation Regulation and insofar as such amendments relate to the Issuer, any amendments in order to comply with the UK Securitisation Regulation shall not result in any non-compliance with the EU Securitisation Regulation.

- 38.4 The Security Trustee shall have the right to request a reputable international law firm to confirm the legal validity of such amendment and/or to describe the legal effects of such amendment and to incur reasonable expenses for such consultation which shall be reimbursed by VWFS.
- 38.5 Subject to clause 38.2 above, this Agreement may also be amended from time to time with the consent of (a) the Issuer and (b) the Lenders of the Senior Schuldschein Loans and the Noteholders of the Class A Notes evidencing not less than a majority of the aggregate outstanding principal amount of the outstanding Senior Instruments, for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Agreement or of modifying in any manner the rights of the Lenders and the Noteholders; provided that (x) no such amendment shall (i) reduce the interest rate of any Instrument (unless the amendment is made through the exercise of the Issuer's unilateral right to modify SONIA to an Alternative Base Rate pursuant to a Benchmark Rate Modification) or principal amount of any Instrument or delay the Scheduled Repayment Date or Final Maturity Date of any Instrument without the consent of the respective Lender or the respective Noteholder (other than any Benchmark Rate Modification) (each a "**Reserved Matter**") or (ii) reduce the percentage of the aggregate outstanding principal amount of the Junior Instrument without the consent of the Lenders of the Junior Schuldschein Loans and the Noteholders of the Class B Notes evidencing not less than a majority of the aggregate outstanding principal amount of the outstanding Junior Instruments, and provided further that (y) if any of the amendments relate to the amount, the currency or the timing of the cash-flow received by the Issuer under the Purchased Receivables, the application of such cash-flow by the Issuer, or the ranking of the Swap Counterparties in the Order of Priority, or materially and adversely affects the interests of the Swap Counterparties, then the prior written consent of each Swap Counterparty will be required. The manner of obtaining consents from the Lenders and Noteholders may be either a meeting of the Lenders or Noteholders or by way of a decision without a meeting of the Lenders or the Noteholders. The manner of obtaining any other consents of the Lenders or the Noteholders provided for in this Agreement and of evidencing the authorisation of the execution thereof by the Lenders will be subject to such reasonable requirements as the Security Trustee may prescribe, including the establishment of record dates. Upon full redemption of all Senior Instruments, the foregoing sentence shall apply with the modification that the required Lender of a Senior Schuldschein Loan or Noteholder of a Class A Notes consent as set out under (b) shall be replaced by consent of Lenders of the Junior Schuldschein Loans or

Noteholders of the Class B Notes evidencing not less than a majority of the aggregate outstanding principal amount of the outstanding Junior Instruments.

39. **CONDITION PRECEDENT**

This Agreement is subject to the condition precedent that the Drawing and/or Issue occurs. If by the Initial Issue Date this has not been done then this Agreement shall lose all effect by operation of law.

SCHEDULE 1

Form of the Deed of Charge and Assignment

(Please see the separate Deed of Charge and Assignment)

SIGNATURE PAGES TO THE TRUST AGREEMENT DATED 27 NOVEMBER 2023

**Driver UK Master S.A.,
acting for and on behalf of its Compartment 7
as the Issuer**

Signed by: _____

Title: _____

Signed by: _____

Title: _____

The Bank of New York Mellon, London Branch

as the Principal Paying Agent, the Account Bank, the Cash Administrator and the Interest Determination Agent

Signed by: _____

Title: _____

Intertrust Trustees GmbH
as the Security Trustee

Signed by: _____

Title: _____

Volkswagen Financial Services (UK) Limited
as VWFS, the Seller, the Subordinated Lender and the Servicer

Signed by: _____

Title: _____

Data Custody Agent Services B.V.
as the Data Protection Trustee

Signed by: _____

Title: _____

Signed by: _____

Title: _____

Circumference FS (Luxembourg) S.A.
as the Corporate Services Provider

Signed by: _____

Title: _____

Signed by: _____

Title: _____

Lloyds Bank Corporate Markets plc
as Lead Manager and Arranger

Signed by: _____

Title: _____

Albion Capital Corporation S.A.,
as Series 2023-3 Class A Note Purchaser, Series 2023-5 Class B Note Purchaser and Note Purchaser

Signed by: _____

Title: _____

Banco Santander, S.A., London Branch
as A Series 2023-7 Class A Note Purchaser and Note Purchaser

Signed by two duly Authorised)
Signatories on behalf of **Banco**)
Santander, S.A., London Branch

Authorised signatory

Authorised signatory

Bank of America N.A., London Branch

as A Series 2023-8 Class A Note Purchaser, Series 2023-1 Class B Note Purchaser and Note Purchaser

Signed by: _____

Title: _____

Signed by: _____

Title: _____

Barclays Bank PLC

as Series 2023-2 Class A Note Purchaser and Note Purchaser

Signed by: _____

Title: _____

Signed by: _____

Title: _____

BNP Paribas

as Series 2023-6 Class A Note Purchaser and Note Purchaser

Signed by: _____

Title: _____

Signed by: _____

Title: _____

Crédit Agricole Corporate and Investment Bank

as Senior Schuldschein Loan 2023-2 Swap Counterparty, Senior Schuldschein Loan 2023-2 Swap Counterparty and Swap Counterparty;

Signed by: _____

Title: _____

Signed by: _____

Title: _____

DBS Bank Ltd., London branch

as Series 2023-10 Class A Note Purchaser and Note Purchaser

Signed by: _____

Title: _____

Signed by: _____

Title: _____

DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main
as Series 2023-4 Class A Note Purchaser and Note Purchaser

Signed by: _____

Title: _____

Signed by: _____

Title: _____

J.P. Morgan SE

as Departing Senior Schuldschein Loan 2023-2 Lender, Departing Junior Schuldschein Loan 2023-2 Lender

Signed by: _____

Title: _____

Signed by: _____

Title: _____

Lloyds Bank plc

as Series 2023-1 Class A Note Purchaser, Series 2023-1 Class B Note Purchaser and Note Purchaser

Signed by: _____

Title: _____

Signed by: _____

Title: _____

Matchpoint Finance plc

as Series 2023-6 Class A Note Purchaser and Note Purchaser

Signed and Delivered for and on behalf)
of **Matchpoint Finance Plc** by its)
lawfully appointed attorney)

In the presence of

Witness' name

Witness' signature

Witness' address

Witness' occupation

Regency Assets Designated Activity Company
as Series 2023-5 Class A Note Purchaser and Note Purchaser

SIGNED and **DELIVERED** for and on behalf
of **REGENCY ASSETS DAC**
by its lawfully appointed attorney

Name:

in the presence of:

(Witness Signature)

(Witness Name)

(Witness Address)

(Witness Occupation)

Skandinaviska Enskilda Banken AB (publ) Frankfurt Branch
as Series 2023-9 Class A Note Purchaser, Series 2023-2 Class B Note Purchaser and Note Purchaser

Signed by: _____

Title: _____

Société Générale Capital Market Finance S.A.

As Series 2023-11 Class A Note Purchaser, Series 2023-4 Class B Note Purchaser and Note Purchaser

Signed by: _____

Title: _____

Wells Fargo Bank, National Association (London Branch)

as Senior Schuldschein Loan 2023-1 Lender and Junior Schuldschein Loan 2023-1 Lender and Lender

Signed by: _____

Title: _____

The Bank of New York Mellon SA/NV, Luxembourg Branch
as Registrar

Signed by: _____

Title: _____

ING Bank N.V.

as Series 2023-1 Class A Notes Swap Counterparty, Series 2023-2 Class A Notes Swap Counterparty, Series 2023-3 Class A Notes Swap Counterparty, Series 2023-4 Class A Notes Swap Counterparty, Series 2023-5 Class A Notes Swap Counterparty, Series 2023-6 Class A Notes Swap Counterparty, Series 2023-7 Class A Notes Swap Counterparty, Series 2023-8 Class A Notes Swap Counterparty, Series 2023-9 Class A Notes Swap Counterparty, Series 2023-10 Class A Notes Swap Counterparty, Series 2023-11 Class A Notes Swap Counterparty, Series 2023-1 Class B Notes Swap Counterparty, Series 2023-2 Class B Notes Swap Counterparty, Series 2023-3 Class B Notes Swap Counterparty, Series 2023-4 Class B Notes Swap Counterparty, Series 2023-5 Class B Notes Swap Counterparty, Senior Schuldschein Loan 2023-1 Swap Counterparty and Junior Schuldschein Loan 2023-1 Swap Counterparty

Signed by: _____

Title: _____