This document constitutes six base prospectuses for the purposes of Article 5.4 of Directive 2003/71/EC, as amended ("Prospectus Directive"): (i) the base prospectus of Volkswagen Aktiengesellschaft in respect of non-equity securities within the meaning of Art. 22 No. 6 (4) of the Commission Regulation (EC) No. 809/2004 of 29 April 2004, as amended ("Non-Equity Securities"), (ii) the base prospectus of Volkswagen International Finance N.V. in respect of Non-Equity Securities, (iii) the base prospectus of VW Credit, Inc. in respect of Non-Equity Securities, (iv) the base prospectus of VW Credit VW Canada, Inc. in respect of Non-Equity Securities, (v) the base prospectus of Volkswagen International Luxemburg S.A. in respect of Non-Equity Securities and (vi) the base prospectus of Porsche Holding Gesellschaft m.b.H. in respect of Non-Equity Securities (together, the "Debt Issuance Programme Prospectus").



Volkswagen Aktiengesellschaft

Wolfsburg, Germany

as Issuer and as Guarantor for Notes issued by

Volkswagen International Finance N.V.

Amsterdam, The Netherlands

VW Credit, Inc.

Herndon, Virginia, USA (incorporated in Delaware)

VW Credit Canada, Inc. / Crédit VW Canada, Inc.

St.-Laurent, Québec, Canada

Volkswagen International Luxemburg S.A.

Luxembourg, Luxembourg

Porsche Holding Gesellschaft m.b.H.

Salzburg, Austria

€ 30,000,000,000 Debt Issuance Programme

Arranger

Barclays

Dealers

Barclays BayernLB BNP PARIBAS

BofA Merrill Lynch Crédit Agricole CIB Citigroup

Commerzbank Danske Bank A/S Deutsche Bank

Goldman Sachs International HSBC J.P. Morgan

Société Générale

Landesbank BadenWürttemberg

RBC Capital Markets

Corporate & Investment
Banking

The Royal Bank of Scotland TD Securities UniCredit Bank

http://www.oblible.com

Application has been made to the *Commission de Surveillance du Secteur Financier* of the Grand Duchy of Luxembourg (the "**Commission**"), which is the Luxembourg competent authority for the purposes of the approval of the Debt Issuance Programme Prospectus under the Luxembourg law on prospectuses for securities (*loi relative aux prospectus pour valeurs mobilières*) dated 10 July 2005, as amended ("**Luxembourg Prospectus Law**"), which implements the Prospectus Directive into Luxembourg law.

Application has been made to the Luxembourg Stock Exchange for notes ("**Notes**") issued under this Prospectus to be listed on the official list of the Luxembourg Stock Exchange and to be admitted to trading on the regulated market of the Luxembourg Stock Exchange (as defined below). Notes issued under the Programme may also not be listed at all.

Each Issuer has requested the Commission to provide the competent authorities in the United Kingdom, the Republic of Ireland, the Republic of Austria, the Federal Republic of Germany and of The Netherlands with a certificate of approval attesting that the Prospectus has been drawn up in accordance with the Luxembourg Prospectus Law ("Notification"). Each Issuer may request the Commission to provide competent authorities in additional Member States within the European Economic Area with a Notification.

The offer and sale of the Notes and Guarantee have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the "Securities Act"), or with any securities regulatory authority of any State or other jurisdiction of the United States and are being sold pursuant to an exemption from the registration requirements of the Securities Act. The Notes are subject to U.S. tax law requirements. Subject to certain exceptions, Notes may not be offered, sold or delivered within the United States or to, or for the account or benefit of, U.S. persons as defined in Regulation S under the Securities Act ("Regulation S"). The Notes are being offered and sold only to non-U.S. persons in reliance on Regulation S. For a description of certain restrictions on offers and sales of Notes and on distribution of this Prospectus or any Final Terms or any other offering material relating to the Notes, see "Selling Restrictions". The Notes and Guarantee have not been approved or disapproved by the U.S. Securities and Exchange Commission (the "SEC"), any State securities commission in the United States or any other U.S. regulatory authority, nor have any of the foregoing authorities passed upon or endorsed the merits of the offering of the Notes or the accuracy or adequacy of this Prospectus. Any representation to the contrary is a criminal offence in the United States.

This Prospectus will be published in electronic form on the website of the Luxembourg Stock Exchange (www.bourse.lu) and the website of Volkswagen Aktiengesellschaft (www.volkswagen.de). This Prospectus is valid for a period of 12 months from its date of approval.

Responsibility Statement

Volkswagen Aktiengesellschaft ("VWAG" or the "Guarantor") with its registered office in Wolfsburg/Germany, Volkswagen International Finance N.V. ("VIF") with its registered office in Amsterdam/The Netherlands, VW Credit, Inc. ("VCI") with its registered office in Delaware, USA and its principal place of business in Herndon, Virginia, USA, VW Credit Canada, Inc. / Crédit VW Canada, Inc. ("VCCI") with its registered office in St.-Laurent, Québec, Canada, Volkswagen International Luxemburg S.A. ("VIL") with its registered office in Luxembourg, Luxembourg and Porsche Holding Gesellschaft m.b.H. ("Porsche Holding") with its registered office in Salzburg, Austria (each an "Issuer" and together the "Issuers") accept responsibility for the information given in this Prospectus.

Each Issuer hereby declares that, having taken all reasonable care to ensure that such is the case, the information contained in this Prospectus for which it is responsible is, to the best of its knowledge, in accordance with the facts and contains no omission likely to affect its import.

Notice

This Prospectus should be read and understood in conjunction with any supplement thereto and with any other document incorporated herein by reference. Full information on each Issuer and any tranche of notes is only available on the basis of the combination of the Prospectus and the relevant final terms (the "**Final Terms**").

The Issuers have confirmed to Barclays Bank PLC (the "Arranger") and to the Dealers (as defined herein) that this Prospectus contains all information with regard to the Issuers and the Notes which is material in the context of the Programme and the issue and offering of Notes thereunder; that the information contained in the Prospectus is accurate and complete in all material respects and is not

misleading; that any opinions and intentions expressed herein are honestly held and based on reasonable assumptions; that there are no other facts with respect to the Issuer, the Guarantor or the Notes, the omission of which would make any statement, whether fact or opinion, in this Prospectus misleading in any material respect; and that all reasonable enquiries have been made to ascertain all facts and to verify the accuracy of all statements contained herein.

No person has been authorised to give any information which is not contained in or not consistent with this Prospectus or information supplied in connection with the Programme and, if given or made, such information must not be relied upon as having been authorised by or on behalf of the Issuers, the Guarantor, the Dealers or any of them.

This Prospectus is valid for 12 months following its date of approval and this Prospectus and any supplement hereto as well as any Final Terms reflect the status as of their respective dates of issue. The delivery of this Prospectus or any Final Terms and the offering, sale or delivery of any Notes may not be taken as an implication that the information contained in such documents is accurate and complete subsequent to their respective dates of issue or that there has been no adverse change in the financial situation of the Issuers and the Guarantor since such date or that any other information supplied in connection with the Programme is accurate at any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.

Each Issuer and the Guarantor have undertaken with the Dealers to supplement this Prospectus or to publish a new Prospectus in the event of any significant new factor, material mistake or inaccuracy relating to the information included in this Prospectus which is capable of affecting the assessment of the Notes and where approval by the Commission of any such document is required, upon such approval having been given.

To the extent permitted by the laws of any relevant jurisdiction, neither the arranger as set forth on the cover page (the "Arranger") nor any Dealer nor any other person mentioned in this Prospectus, excluding the Issuers and the Guarantor, is responsible for the information contained in this Prospectus or any supplement hereof, or any Final Terms or any other document incorporated herein by reference, and accordingly, and to the extent permitted by the laws of any relevant jurisdiction, none of these persons accepts any responsibility for the accuracy and completeness of the information contained in any of these documents.

The Comission assumes no responsibility as to the economic and financial soundness of the transactions under the Debt Issuance Programme and the quality or solvency of the Issuers in line with the provisions of article 7(7) of the Luxembourg Prospectus Law.

The distribution of this Prospectus and any Final Terms and the offering, sale and delivery of Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Prospectus or any Final Terms come are required to inform themselves about and observe any such restrictions. For a description of the restrictions applicable in the European Economic Area, The Netherlands the United States of America, Canada, the United Kingdom and Japan, see "Selling Restrictions". In particular, offer and sale of the Notes have not been and will not be registered under the Securities Act and are subject to tax law requirements of the United States of America; subject to certain exceptions, Notes may not be offered, sold or delivered within the United States of America or to U.S. persons. The Notes have also not been, and will not be, qualified for sale under the securities laws of any province or territory of Canada and the Notes may not be offered, sold or delivered, directly or indirectly, in Canada or to, or for the benefit of any resident of Canada unless in accordance with all applicable Canadian provincial and/or territorial securities laws, or an available exemption therefrom.

The language of the Prospectus is English. Any part of this Prospectus in the German language constitutes a translation. In respect of the issue of any Tranche of Notes under the Programme, the German text of the Terms and Conditions may be controlling and binding if so specified in the relevant Final Terms. In respect of the Guarantee, the German language version is always controlling and binding.

This Prospectus may only be used for the purpose for which it has been published.

This Prospectus and any Final Terms may not be used for the purpose of an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such an offer or solicitation.

This Prospectus, any supplements thereto and any Final Terms do not constitute an offer or an invitation to subscribe for or purchase any of the Notes.

CONSENT TO USE THE PROSPECTUS

Each Dealer and/or each further financial intermediary subsequently reselling or finally placing Notes – if and to the extent this is so expressed in the Final Terms relating to a particular issue of Notes – is entitled to use the Prospectus in the Federal Republic of Germany, The Netherlands, the Republic of Austria or such other Member State whose competent authorities have been notified of the approval of this Prospectus, for the subsequent resale or final placement of the relevant Notes during the respective offer period (as determined in the applicable Final Terms), provided however, that the Prospectus is still valid in accordance with Article 11 of the Luxembourg act relating to prospectuses for securities as amended (Loi relative aux prospectus pour valeurs mobilières) which implements Directive 2003/71/EC of the European Parliament and of the Council of 4 November 2003, as amended. The Issuers accept responsibility for the information given in the Prospectus also with respect to such subsequent resale or final placement of the relevant Notes.

Such consent for the subsequent resale or final placement of Notes by the financial intermediaries may be restricted to certain jurisdictions and subject to conditions as stated in the applicable Final Terms.

The Prospectus may only be delivered to potential investors together with all supplements published before such delivery. Any supplement to the Prospectus is available for viewing in electronic form on the website of the Luxembourg Stock Exchange (www.bourse.lu).

When using the Prospectus, each Dealer and/or relevant further financial intermediary must make certain that it complies with all applicable laws and regulations in force in the respective jurisdictions.

In the event of an offer being made by a Dealer and/or a further financial intermediary, the Dealer and/or the further financial intermediary shall provide information to investors on the terms and conditions of the Notes at the time of that offer.

Any Dealer and/or further financial intermediary using the Prospectus has to state on its website that it uses the Prospectus in accordance with this consent and the conditions attached thereto.

IN CONNECTION WITH THE ISSUE OF ANY TRANCHE OF NOTES, THE DEALER OR DEALERS (IF ANY) NAMED AS THE STABILISING MANAGER(S) (OR PERSONS ACTING ON BEHALF OF ANY STABILISING MANAGER(S)) IN THE APPLICABLE FINAL TERMS MAY OVER ALLOT NOTES OR EFFECT TRANSACTIONS WITH A VIEW TO SUPPORTING THE MARKET PRICE OF THE NOTES AT A LEVEL HIGHER THAN THAT WHICH MIGHT OTHERWISE PREVAIL. HOWEVER, THERE IS NO ASSURANCE THAT THE STABILISING MANAGER(S) (OR PERSONS ACTING ON BEHALF OF A STABILISING MANAGER) WILL UNDERTAKE STABILISATION ACTION. ANY STABILISATION ACTION MAY BEGIN ON OR AFTER THE DATE ON WHICH ADEQUATE PUBLIC DISCLOSURE OF THE TERMS OF THE OFFER OF THE RELEVANT TRANCHE OF NOTES IS MADE AND, IF BEGUN, MAY BE ENDED AT ANY TIME, BUT IT MUST END NO LATER THAN THE EARLIER OF 30 DAYS AFTER THE ISSUE DATE OF THE RELEVANT TRANCHE OF NOTES AND 60 DAYS AFTER THE DATE OF THE ALLOTMENT OF THE RELEVANT TRANCHE OF NOTES. ANY STABILISATION ACTION OR OVER-ALLOTMENT MUST BE CONDUCTED BY THE RELEVANT STABILISING MANAGER(S) (OR PERSON(S) ACTING ON BEHALF OF ANY STABILISING MANAGER(S)) IN ACCORDANCE WITH ALL APPLICABLE LAWS AND RULES.

In this Prospectus, all references to "€" "Euro" or "EUR" are to the currency introduced at the start of the third stage of the European economic and monetary union, and as defined in Article 2 of Council Regulation (EC) No 974/98 of 3 May 1998 on the introduction of the Euro, as amended, to "GBP" or "£" are to British pounds, the official currency of the United Kingdom, to "USD" are to U.S. dollar, the official currency of the United States of America, to "CAD" are to Canadian dollar, the official currency of Canada and references to "YEN" are to Japanese yen, the official currency of Japan.

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SUMMARY

Summaries are made up of disclosure requirements known as 'Elements'. These elements are numbered in Sections A - E(A.1 - E.7).

This Summary contains all the Elements required to be included in a summary for this type of securities and Issuer. Because some Elements are not required to be addressed, there may be gaps in the numbering sequence of the Elements.

Even though an Element may be required to be inserted in the summary because of the type of securities and Issuer, it is possible that no relevant information can be given regarding the Element. In this case a short description of the Element is included in the summary with the mention of 'not applicable'.

Section A - Introduction and warnings

Element		
A.1	Intro- duction	 Warning that: this Summary should be read as an introduction to the Prospectus; any decision to invest in the Notes should be based on consideration of the Prospectus as a whole by the investor; where a claim relating to the information contained in the Prospectus is brought before a court, the plaintiff investor might, under the national legislation of the Member States, have to bear the costs of translating the Prospectus, before the legal proceedings are initiated; and civil liability attaches only to the Issuers which have tabled the Summary including any translation thereof, but only if the Summary is misleading, inaccurate or inconsistent when read together with the other parts of the Prospectus or it does not provide, when read together with the other parts of the Prospectus, key information in order to aid
A.2	Consent	investors when considering whether to invest in the Notes. Each Dealer and/or each further financial intermediary subsequently reselling or finally placing Notes – if and to the extent so expressed in [the][these] Final Terms [relating to a particular issue of Notes] - is entitled to use the Prospectus for the subsequent resale or final placement of the Notes during the period from [•] to [•], provided however, that the Prospectus is still valid in accordance with Article 11 of the Luxembourg law on prospectuses for securities (<i>loi relative aux prospectus pour valeurs mobilières</i>) dated 10 July 2005, as amended which implements Directive 2003/71/EC of the European Parliament and of the Council of 4 November, 2003, as amended.
		The Prospectus may only be delivered to potential investors together with all supplements published before such delivery. Any supplement to the Prospectus is available for viewing in electronic form on the website of the Luxembourg Stock Exchange (www.bourse.lu) and the website of Volkswagen Aktiengesellschaft (www.volkswagen.de). When using the Prospectus, each Dealer and/or relevant further financial
		intermediary must make certain that it complies with all applicable laws and regulations in force in the respective jurisdictions. In the event of an offer being made by a Dealer and/or a further financial intermediary, the Dealer and/or the further financial intermediary shall provide information to investors on the terms and conditions of the Notes at the time of that offer.

[Section B - Volkswagen International Finance N.V. as Issuer

Element					
B.1	Legal and commercial name of the Issuer	Volkswagen International Finance N.V. ("VIF") is both the legal and commercial name.			
B.2	Domicile, legal form, legislation, country of incorporation		VIF is a stock corporation under the laws of and domiciled in The Netherlands.		
B.4b	known trends affecting	The financial crisis which started in 2007 passed into a sovereign debt crisis. This financial and sovereign debt crisis and the following economic crisis led to a historically low interest rate level. The Issuer does not anticipate a significant change in the overall economic conditions and thus expects the general interest rate level to remain low.			
B.5		VIF is part of the Volkswagen G numerous subsidiaries and affilia overseas. Its legal shareholder is Luxembourg S.A. ("VFL").	ates in	Germany and	
		VWAG intends to reorganize V subsidiaries to VFL. As a consequent in a limited number of former subsidiating as a holding company will activity of VIF any longer. Following and its former subsidiaries will be diwhich is a wholly-owned direct subsidiaries.	ce only r liaries w thus not the rec rect sub	ninority interests ill stay with VIF. to be a principal organization, VIF sidiaries of VFL,	
B.9	Profit forecast or estimate	Not applicable; no profit forecast or es	stimate is	s made.	
B.10	Qualifications in the audit report on the historical financial information	Not applicable; PricewaterhouseCocaudited the unconsolidated financial syears ended on 31 December 2013 unqualified auditor's report for each years.	statemer and 201	nts of VIF for the	
B.12	Selected historical key financial information	Key financial information (Dutch GAAP)	2013	2012 in million €	
		Balance Sheet total	36,230	29,449	
		Participations	3,932	4,343	
		Receivables from loans granted to Group	31,754	24,833	
		companies and Joint Ventures			
		Total Equity	4,807	4,994	
		Liabilities from funding activities	30,827	24,068	
		Financial result	26	19	
		Result from participation	892	999	
		Result before tax	919	1,019	
		Result after tax	913	1,013	
		Audited information extracted fi statements of the Issuer as of an 31 December 2013 and 2012.		147 udited financial ne years ended	
	No material adverse change/ significant	Other than the reorganization describ has been no material adverse chang			

	changes in financial or trading position	Issuer since 31 December2013 and no significant changes in the financial or trading position of the Issuer since 31 December 2013.	
B.13	Recent events to a material extent relevant to the evaluation of the Issuer's solvency	Not applicable, as no recent event was to a material extent relevant to evaluate the Issuer's solvency.	
B.14	Dependency of the Issuer	Please read Element B.5 together with the information below. Legal Shareholder of VIF is VFL. VIF is dependent upon its shareholder. As described in Element B.5, VWAG intends to reorganize VIF by transferring its subsidiaries to VFL.	
B.15	Principal activities The main activities of VIF are financing Volkswagen Groucompanies and, until the reorganization described in Elemen B.5 has been completed, acting as a holding company.		
B.16	Controlling interest over the Issuer	VIF is directly controlled by VFL, indirectly controlled by VWAG and ultimately controlled by Porsche Automobil Holding SE, Stuttgart.	
B.17	Ratings	Not applicable. VIF is not rated.	
B. 19	Summary Information on the Guarantor	Please refer to "Section B – Volkswagen Aktiengesellschaft as Guarantor" below for information on the Guarantor.	

[Section B – VW Credit, Inc. as Issuer

Element				
B.1	Legal and commercial name of the Issuer	VW Credit, Inc. ("VCI") is both the legal and commercial name.		
B.2	Domicile, legal form, legislation, country of incorporation			
B.4b	Description of any known trends affecting the Issuer and the industries in which it operates	Following the debt crisis in 2007 and 2008, the U.S. economy stabilized starting in 2009. The recovery in economic growth in recent years has been at a slow to moderate pace, with interest rate levels near historic lows. Despite a muted economic recovery, the U.S. vehicle market benefited from pent-up replacement demand in 2013, a trend we believe will endure in weaker form in 2014. However, the continuing uncertainty as to the fiscal developments, the relatively weak labor market and potential lending restrictions could impact market growth in the short term.		
B.5		VCI is a wholly owned subsidiary of Volkswagen Group of America, Inc. ("VWGoA"). VWGoA is a wholly owned subsidiary of VWAG.		
B.9	Profit forecast or estimate	Not applicable; no profit forecast or	estimate is ma	ade.
B.10		Not applicable; PricewaterhouseC consolidated financial statements of 2012 and 2013 and for the years unqualified auditor's report for each	of VCI as of 3 then ended ar	31 December
B.12	Selected historical key		2013	2012
	financial information		(in US	D 1,000)
		Balance Sheet total	29,665,427	27,092,719
		Receivables from customer financings	16,163,025	15,872,970
		Leased assets	12,615,033	10,524,662
		Total Equity	2,556,733	2,313,209
		Liabilities from funding activities	24,160,293	22,102,038
		Result after tax	272,915	347,476
		Information audited, extracted fr statements 2013 and 2012 of VCI.	om the audit	ted financial
	A statement that there has been no material adverse change in the prospects of the issuer since the date of its last published audited financial statements or a description of any material adverse change	There has been no material advers of VCI since 31 December 2013.	se change in t	he prospects

	A description of significant changes in the financial or trading position subsequent to the period covered by the historical financial information	Not applicable. There has been no significant change in the financial or trading position of VCI since 31 December 2013.
B.13	Recent Events	Not applicable. No significant events occured.
B.14	Please read Element B.5 t	ogether with the information below
	Dependence upon other entities within the group	VCI is a wholly owned subsidiary of VWGoA. It is dependent upon its owner VWGoA. VWGoA is a wholly owned subsidiary of VWAG, the parent company of Volkswagen Group.
B.15	A description of the issuer's principal activities	The principal activity of VCI and its subsidiaries is acting as a captive finance company to VWGoA, including purchasing retail installment sales contracts and leases from authorized Volkswagen and Audi dealers located in the United States and Canada. VCI offers a wide range of automobile-related financial products, including wholesale dealer floor plan financing and retail auto loan or lease financing.
B.16	Controlling Persons	VCI is a wholly owned subsidiary of and controlled by VWGoA.
B.17	Credit ratings assigned to the Issuer or its debt securities	Not applicable; VCI is not rated.
B. 19	Summary Information on the Guarantor	Please refer to "Section B – Volkswagen Aktiengesellschaft as Guarantor" below for information on the Guarantor.

[Section B – VW Credit Canada, Inc. / Crédit VW Canada, Inc. as Issuer

Element				
B.1	Legal and commercial name of the Issuer	VW Credit Canada, Inc. / Crédit VW Canada, Inc. ("VCCI") is both the legal and commercial name.		
B.2	Domicile, legal form, legislation, country of incorporation	VCCI is a corporation under the laws of, and domiciled in, Canada.		
B.4b	Description of any known trends affecting the Issuer and the industries in which it operates	Following the debt crisis in 2007 and 2008, the Canadian economy stabilized starting in 2009. The recovery in economic growth in recent years has been at a slow to moderate pace, with interest rate levels near historic lows. Despite a muted economic recovery, the Canadian vehicle market benefited from pent-up replacement demand in 2013, reaching near historical highs. However, the continuing uncertainty as to the fiscal developments, the relatively weak labor market and potential lending restrictions slowed auto sales in recent months, and could impact market growth in the short term. If these factors are contained, 2014 sales may achieve near-record levels once again.		
B.5	Description of the Group and the Issuer's position within the Group	VCCI is a wholly owned subsidiary of VW Credit, Inc. ("VCI"). VCI is a wholly owned subsidiary of Volkswagen Group of America, Inc. ("VWGoA"). VWGoA is a wholly owned subsidiary of VWAG.		
B.9	Profit forecast or estimate	Not applicable; no profit forecast or estimate is made.		
B.10	Qualifications in the audit report on the historical financial information	Not applicable; PricewaterhouseCoopers LLP audited the financial statements of VW Credit Canada, Inc. / Crédit VW Canada as of 31 December 2012 and 2013 and for the years then ended and issued an unqualified auditor's report for each year.		
B.12	Selected historical key		2013	2012
	financial information		(in CA	D million)
		Balance Sheet total	5,145,138	4,675,348
		Receivables from customer financings	3,163,900	3,154,354
		Leased assets	1,886,536	1,464,855
		Total Equity	383,482	347,302
		Liabilities from funding activities	4,607,296	4,201,116
		Result after tax	35,708	53,360
		Information audited, extracted fron and 2012 of VCCI.	n the annual	reports 2013

	A statement that there has been no material adverse change in the prospects of the issuer since the date of its last published audited financial statements or a description of any material adverse change	There has been no material adverse change in the prospects of VCCI since 31 December 2013.
	A description of significant changes in the financial or trading position subsequent to the period covered by the historical financial information	Not applicable. There has been no significant change in the financial or trading position of VCCI since 31 December 2013.
B.13	Recent Events	Not applicable. No significant events occured.
B.14	Please read Element B.5 to	ogether with the information below
	Dependence upon other entities within the group	VCCI is a wholly owned subsidiary of VCI. It is dependent upon its owner VCI. VCI is a wholly owned subsidiary of VWGoA. VWGoA is a wholly owned subsidiary of VWAG, the parent company of Volkswagen Group.
B.15	A description of the issuer's principal activities	The principal activity of VCCI is acting as a finance subsidiary of Volkswagen Group Canada Inc. ("VWGC") and Audi Canada Inc., including retail instalment sales contracts and leases from Volkswagen and Audi dealers. VCCI offers a wide range of automobile-related financial products, including wholesale floor plan financing, retail auto loan and, through its wholly-owned subsidiary, VW Credit Canada Leasing ULC lease financing.
B.16	Controlling Persons	VCCI is a wholly owned subsidiary of VW Credit, Inc.
B.17	Credit ratings assigned to the Issuer or its debt securities	Not applicable; VCCI is not rated.
B. 19	Summary Information on the Guarantor	Please refer to "Section B – Volkswagen Aktiengesellschaft as Guarantor" below for information on the Guarantor.

[Section B – Volkswagen International Luxemburg S.A. as Issuer

Element				
B.1	Legal and commercial name of the Issuer	Volkswagen International legal and commercial na		A. ("VIL") is both the
B.2	Domicile, legal form, legislation, country of incorporation		on under the laws	s of and domiciled in
B.4b	known trends affecting	The financial crisis wh sovereign debt crisis. The and the following econ interest rate level. The I change in the overall ethe general interest leve	his financial and nomic crisis led ssuer does not an conomic condition	sovereign debt crisis to a historically low nticipate a significant
B.5	Description of the Group and the Issuer's position within the Group	Legal shareholder of VI S.A. (" VFL ") which is wh		
B.9	Profit forecast or estimate	Not applicable; no profit	forecast or estima	ate is made.
B.10	Qualifications in the audit report on the historical financial information	Not applicable; Pricewat audited the unconsolida years ended on 31 Dec and issued an unqualifie	ted financial state cember 2013 and	ements of VIL for the d 31 December 2012
B.12	Selected historical key financial information		31 December 2013	31 December 2012
		in € 1,000		
		Balance sheet total Equity Loans granted to VW Group companies Result after taxes	2,904,210 1,332 2,886,329 1,293	1,472,916 188 1,472,616 153
		Information audited, extand 2012 of VIL.	tracted from the	annual reports 2013

	A statement that there has been no material adverse change in the prospects of the issuer since the date of its last published audited financial statements or a description of any material adverse change	There has been no material adverse change in the prospects of VIL since 31 December 2013.
	A description of significant changes in the financial or trading position subsequent to the period covered by the historical financial information	Not applicable. There has been no significant change in the financial or trading position of VIL since 31 December 2013.
B.13	Recent Events	Not applicable; no significant events occurred.
B.14	Please read Element B.5 together with the information below	
	Dependence upon other entities within the group	Legal shareholder of VIL is VFL. It is dependent upon its legal shareholder. VFL is a wholly owned subsidiary of VWAG, the parent company of Volkswagen Group.
B.15	A description of the issuer's principal activities	Main activities of VIL consist in acting as a Volkswagen Group financing company. VIL grants loans to Volkswagen Group companies.
B.16	Controlling Persons	The shares in VIL are held 100% by Volkswagen Finance Luxemburg S.A.
B.17	Credit ratings assigned to the Issuer or its debt securities	Not applicable; VIL is not rated.
B. 19	Summary Information on the Guarantor	Please refer to "Section B – Volkswagen Aktiengesellschaft as Guarantor" below for information on the Guarantor.

[Section B – Porsche Holding Gesellschaft m.b.H. as Issuer

Element			
B.1	Legal and commercial name of the Issuer	Porsche Holding Gesellschaft m.b.H. ("Porsche Holding") is both the legal and commercial name.	
B.2	Domicile, legal form, legislation, country of incorporation	Porsche Holding is a limited liability company (Gesellschaft mit beschränkter Haftung) under the laws of and domiciled in the Republic of Austria.	
B.4b	Description of any known trends affecting the Issuer and the industries in which it operates	The markets in which Porsche Holding operates continue to be challenging. The prospects of the automotive wholesale and retail activities remain dependent on global economic developments, which are still shrouded in considerable uncertainty. In its financial service business Porsche Holding has to cope with increasingly fierce competition, regulatory changes and an adverse economic environment, especially in Eastern Europe.	
B.5	Description of the Group and the Issuer's position within the Group	Porsche Holding is the holding company of 374 consolidated subsidiaries (together as the "Porsche Holding Group") (as of 31 December 2013) in Europe and overseas. Its ultimate parent company is Volkswagen Aktiengesellschaft ("VWAG"). Porsche Holding is a subsidiary of VWAG since 2011.	
B.9	Profit forecast or estimate	Not applicable; no profit forecast or estimate is made.	
B.10	Qualifications in the audit report on the historical financial information	1	
B.12	Selected historical key financial information	2013 2012 In € 1,000	
		Balance sheet total 8,449,967 8,097,789 Fixed Assets 4,349,621 4,218,693 Current Assets 4,100,346 3,879,096 Total Equity 3,058,392 2,788,598 Total Liabilities 5,391,575 5,309,191 Operating result 377,978 418,150 Financial result -7,201 -6,501 Result before taxation 370,777 411,649 Result after taxation 282,959 310,605 Information audited, extracted from the annual reports 2013 and 2012 of Porsche Holding.	
	A statement that there has been no material adverse change in the prospects of the issuer since the date of its last published audited financial statements or a description of any material adverse	There has been no material adverse change in the prospects of Porsche Holding since 31 December 2013.	

	change	
	A description of significant changes in the financial or trading position subsequent to the period covered by the historical financial information	Not applicable. There has been no significant change in the financial or trading position of Porsche Holding since 31 December 2013.
B.13	Recent Events	Not applicable; there has been no material adverse change in the prospects of Porsche Holding since 31 December 2013.
B.14	Please read Element B.5 t	ogether with the information below
	Dependence upon other entities within the group	Porsche Holding is a subsidiary of Volkswagen Aktiengesellschaft. It is dependent upon its parent company.
B.15	A description of the issuer's principal activities	The main activity of Porsche Holding is the import and export as well as the wholesale and retail distribution of vehicles and spare parts, accessories, equipment, machinery, tools and technical products and the provision of other services relating to vehicles. Furthermore, Porsche Holding provides financial services and is engaged in holding activities as well as in acquiring stakes in companies.
B.16	Controlling Persons	Porsche Holding's ultimate parent company is Volkswagen Aktiengesellschaft. Porsche Holding is a subsidiary of Volkswagen Aktiengesellschaft.
B.17	Credit ratings assigned to the Issuer or its debt securities	Not applicable; Porsche Holding is not rated.
B. 19	Summary Information on the Guarantor	Please refer to "Section B – Volkswagen Aktiengesellschaft as Guarantor" below for information on the Guarantor.

Section B – Volkswagen Aktiengesellschaft as [Issuer] [Guarantor]

Element		
B.1	Legal and commercial name of the [Issuer] [Guarantor]	Volkswagen Aktiengesellschaft ("VWAG") is both the legal and commercial name.
B.2	Domicile, legal form, legislation, country of incorporation	·
B.4b	Description of any known trends affecting the [Issuer][Guarantor] and the industries in which it operates	
B.5	Description of the Group and the [Issuer's] [Guarantor's] position within the Group	VWAG is the ultimate parent company of the Volkswagen Group, which consists of numerous subsidiaries and affiliates in Germany and overseas.
B.9	Profit forecast or estimate	Not applicable; no profit forecast or estimate is made.

B.10 Qualifications in the audit Not the historical report on financial information

applicable; PricewaterhouseCoopers Aktiengesellschaft Wirtschaftsprüfungsgesellschaft audited the unconsolidated financial statements of VWAG as of and for the fiscal year ended 31 December 2013, as well as the consolidated financial statements of VWAG as of and for the fiscal years ended 31 December 2013 and 31 December 2012, and issued in each case an unqualified auditor's report (Bestätigungsvermerk).

B.12 Selected historical key financial information

F:	0040	22422	24
Financial Data (IFRSs), EUR million	2013	2012 ²	%
Sales revenue	197,007	192,676	+2.2
Operating profit	11,671	11,498	+1.5
Profit before tax	12,428	25,487	- 51.2
Profit after tax	9,145	21,881	-58.2
Profit attributable to shareholders of Volkswagen AG	9,066	21,712	-58.2
Cash flows from operating activities	12,595	7,209	+74.7
Cash flows from investing activities attributable to operating			
activities	14,936	16,840	-11.3
Automotive Division ³			
EBITDA ⁴		40.00=	
	20,594	19,895	+3.5
Cash flows from operating activities	20,612	16,232	+27.0
Cash flows from investing activities attributable to operating			
activities ⁵	16,199	16,455	-1.6
of which: investments in property, plant and equipment	11,040	10,271	+7.5
as a percentage of sales revenue	6.3	5.9	
capitalized development costs	4,021	2,615	+53.8
as a percentage of sales revenue	2.3	1.5	
Net cash flow	4,413	-223	Х
Net liquidity at Dec. 31	16,869	10,573	+59.5

¹ Prior-year figures adjusted to reflect application of IAS 19R.

Audited information extracted from VWAG's audited consolidated financial statements as of and for the year ended 31 December 2013.

² Including allocation of consolidation adjustments between the Automotive and Financial Services divisions.
³ Operating profit plus net depreciation/amortization and impairment losses/reversals of impairment losses on property, plant and equipment, capitalized development costs, leasing and rental assets, goodwill and financial assets as reported in the cash flow statement.

⁴ Excluding acquisition and disposal of equity investments: EUR 14,497 million (2012: EUR 12,528 million).

	Q1	
Financial Data (IFRSs), EUR million	2014	2013
Sales revenue	47,831	46,565
Operating profit	2,855	2.344
Profit before tax	3,357	2,688
Profit after tax	2,468	1,946
Profit attributable to Volkswagen AG shareholders	2,395	2,026
Cash flows from operating activities	1,498	2,549
Cash flows from investing activities attributable to operating activities	2,924	2,429
Automotive Division ¹		
EBITDA ²	5,243	4,525
Cash flows from operating activities	2,251	3,528
Cash flows from investing activities attributable to operating activities ³	2,302	3,942
of which: investments in property, plant and equipment	1,625	1,672
as a percentage of sales revenue	3.9	4.1
capitalized development costs	1,191	678
as a percentage of sales revenue	2.8	1.6
Net cash flow	-52	-414
Net liquidity at March 31	17,714	10,649
¹ Including allocation of consolidation adjustments between the Automotive and ² Operating profit plus net depreciation/amortization and impairment losses/reversand equipment, capitalized development costs, leasing and rental assets, go cash flow statement. ³ Excluding acquisition and disposal of equity investments: Q1 €2,702 million (€2) Unaudited information extracted from VWAG's interim report Jan	ersals of impairme odwill and financia 2,208 million).	ent losses on pr al assets as re

been no material adverse VWAG since 31 December 2013. change in the prospects of the [Issuer] [Guarantor] since the date of its last published audited financial statements or a description of any material adverse change

A description of significant changes in the financial or trading position subsequent to the period covered by the historical financial information

Not applicable. There has been no significant change in the financial or trading position of VWAG since 31 March 2014.

B.13 **Recent Events**

VWAG made a voluntary tender offer to Scania shareholders to purchase all Scania A and B shares not previously held by Volkswagen either directly or indirectly. The offer for the 298,910,903 shares amounts to SEK 200 per share. The offer period began on March 17, 2014 and ran until April 25, 2014. The shares tendered in the Offer at the end of the acceptance period on 25 April 2014, together with the shares already held or otherwise controlled by Volkswagen, amount to in aggregate 706,028,689 shares in Scania, comprising 389,937,855 A shares and 316,090,834 B shares, corresponding to 88.25% of the shares and 95.81% of the voting rights in Scania. To provide the

		remaining shareholders of Scathe acceptance period has be Volkswagen will, as soon as the that Volkswagen becomes the shares in Scania, and proconditions continue to be fulfill and complete the Offer. Followill initiate a squeeze-out and The price offered by Volkswag be increased. The total value billion.	een extended een eoffer is eowner of vided that ed, declared wing such eller the sen for t	led until 16 accepted to accepted to the other the other completion, Scania shares in S	May 2014. Such extent Such ext
		Volkswagen has had a direct since 2000 and currently holds and 62.6% of the capital. With its goal of creating the plann group.	a total of 8 this offer,	9.2% of the Volkswage	voting rights n is pursuing
B.14	Dependence upon other entities within the group	Please read Element B.5 togeth	ner with the	information	below .
	ommos mammano great	Not applicable, VWAG is the process.	parent com	pany of the	Volkswagen
B.15	A description of the [Issuer's] [Guarantor's] principal activities	The main activities of the Volk the Automotive and Financial S Division develops, manufacture Services Division combines leasing, banking and insurance mobility offerings.	Services Di es and sells dealer ar	visions. The vehicles. The custome	e Automotive The Financial er financing,
B.16	Controlling Persons	Porsche Automobil Holding S voting rights of VWAG.	E, Stuttga	rt holds 50	0.73% of the
B.17	Credit ratings assigned to the [Issuer] [Guarantor]	Volkswagen AG	2013	2012	2011
		Standard & Poor's			
		short-term	A-2	A-2	A-2
		long-term	A-	A-	A-
		Outlook	positive	positive	stable
		Moody's Investors Service			
		short-term	P-2	P-2	P-2
		long-term	А3	А3	A3
		Outlook	positive	positive	positive

		Standard & Poor's Ratings Services ("S&P") and Moody's Investors Service Ltd. ("Moody's") are established in the European Community and are registered under Regulation (EC) No 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies, amended by Regulation (EU) No 513/2011 of the European Parliament and of the Council of 11 March 2011. The European Securities and Markets Authority publishes on its website (www.esma.europa.eu/page/List-registered-and-certified-CRAs) a list of credit rating agencies registered in accordance with the CRA Regulation. That list is updated within five working days following the adoption of a decision under Article 16, 17 or 20 CRA Regulation. The European Commission shall publish that updated list in the Official Journal of the European Union within 30 days following such update.
B. 18	Nature and scope of Guarantee	VWAG guarantees unconditionally and irrevocably the due payment of the amounts corresponding to the principal of and interest on, if any, the Notes issued by Volkswagen International Finance N.V. ("VIF"), VW Credit, Inc. ("VCI"), VW Credit Canada, Inc. / Crédit VW Canada, Inc. ("VCCI"), Volkswagen International Luxemburg S.A. ("VIL") and Porsche Holding Gesellschaft m.b.H. ("Porsche Holding").
B. 19	Summary Information on the Guarantor	

Section C - Securities

Element			
C.1	Type and class of the securities, including any security identification number	Class	
		The Notes are unsubordinated	d and unsecured.
		Issuance in Series	
		The Notes are issued as Ser [•].	ries number [•], Tranche number
		Security Identification Num	ber(s)
		[Temporary] ISIN:	[•]
		[Temporary] Common Code:	[•]
		[Temporary] WKN	[•]
		[Temporary] [Other:	[•]]
C.2	Currency of the securities issue	The Notes are issued in [•].	
C.5	Restrictions on the free transferability of the securities	Not applicable. The Notes are	e freely transferable.
C.8	Rights attached to the Notes, ranking of the Notes and limitations to the rights attached to the Notes	Rights attached to the Note	s
		claim payment of nominal a	s the right <i>vis-à-vis</i> the Issuer to and, if applicable, interest when accordance with the terms and
		Ranking of the Notes (Statu	s)
		obligations of the Issuer themselves and <i>pari passu</i> unsubordinated obligations	ranking pari passu among with all other unsecured and of the Issuer, unless such prity under mandatory provisions
		[Guarantee	
		have the benefit of a guarant VWAG (the "Guarantee"). irrevocable, unsecured and to	cCI, VIL and Porsche Holding will ee and negative pledge given by The Guarantee constitutes an unsubordinated obligation of the au with all other unsecured and the Guarantor.]
		Redemption	
			d, or purchased and cancelled, d at its principal amount on the
		or the Holders insert: The	ntion at the option of the Issuer Notes cannot be redeemed prior ept for taxation reasons or upon

the occurrence of an Event of Default).]

[In case of an early redemption at the option of the Issuer or the Holders insert: Early Redemption

Notes may be redeemed before their stated maturity for taxation reasons, upon the occurrence of an Event of Default and at the option of [the Issuer] [and] [at the option of the Holders].]

Redemption for Taxation Reasons

[Except as described in "Early Redemption" above,] [E][e]arly redemption will only be permitted if the Issuer [or the Guarantor] has or will become obliged to pay certain additional amounts in respect of the Notes as a result of any change in the tax laws of Germany [or the Netherlands, United States, Canada, Luxembourg, Austria].

Negative Pledge

The Terms and Conditions of the Notes contain a negative pledge provision.

Events of Default

The Terms and Conditions of the Notes provide for events of default entitling Holders to demand immediate redemption of the Notes.

Resolutions of Holders

The Notes provide for resolutions of holders.

C.9 Please read Element C.8 together with the information below

Interest / Fixed Rate Interest Notes / Floating Rate Notes / Zero Coupon Notes / Maturity Date / Yield

[In case of fixed rate notes insert: The Notes bear interest from [•] at a fixed rate of [•] per cent. per annum payable in arrears on [•].]

[In case of floating rate notes insert: The Notes shall bear interest on their principal amount from [•] (inclusive) to the first Interest Payment Date (exclusive) and thereafter from each Interest Payment Date (inclusive) to the next following Interest Payment Date (exclusive). Interest on the Notes shall be payable on each Interest Payment Date. The rate of interest for each Interest Period (as defined below) will be the offered quotation (expressed as a percentage rate per annum) for deposits in the Specified Currency for that Interest Period which appears on the Screen Page as of 11:00 a.m. [(Brussels time)] [(London time)] on the Interest Determination Date (as defined below) [[plus] [minus] the Margin], all as determined by the Calculation Agent.]

["Margin" shall mean [•].]

"Interest Payment Date[s]" shall mean [.].

"Interest Period" shall mean [•].

"Interest Determination Date" means the [if same-day fixing applies, insert: first [London] [TARGET] [insert other relevant

		location] Business Day] [[if same-day fixing does not apply, insert: [second] [insert other applicable number of days] [London] [TARGET] [insert other relevant location] Business Day prior to the commencement] of the relevant Interest Period. ["[London] [insert other relevant location] Business Day" means a day which is a day (other than a Saturday or Sunday) on which commercial banks are open for business (including dealings in foreign exchange and foreign currency) in [London] [insert other relevant location].] ["TARGET Business Day" means a day on which TARGET is open.]
		[In case of zero coupon notes insert: The Notes do not bear interest.]
		Maturity Date
		Unless previously redeemed in whole or in part or purchased and cancelled, the Notes shall be redeemed on [•].
		[In case of fixed rate notes insert: Yield
		The yield equals [•] per cent. per annum.]
		Representative of Holder
		[Not applicable, there is no representative of the Holders designated in the Terms and Conditions of the Notes.] [•]
C.10	Please read Element C.9 t	ogether with the information below
	Derivative Component in the Interest Payment	Not applicable, there is no derivative component in the interest payment.
C.11	Admission to trading	[Application has been made to list the Notes on the official list of the Luxembourg Stock Exchange and to admit the Notes to be issued under the Programme to trading on the regulated market of the Luxembourg Stock Exchange].
		[Not applicable, the Issuer does not intend to make any application for the Notes to be admitted to trading on any stock exchange.]
C.21	Indication of the market where the Notes will be traded and for which the Prospectus has been published	[Application has been made to list the Notes on the official list of the Luxembourg Stock Exchange and to admit the Notes to be issued under the Programme to trading on the regulated market of the Luxembourg Stock Exchange].
	Soul published	[Not applicable, the Issuer does not intend to make any application for the Notes to be admitted to trading on any stock exchange.]

Section D - Risks

Element		
D.2	Key information on the key risks that are	Macroeconomic risks
	key risks that are specific to Volkswagen Aktiengesellschaft	The main risk for the medium-term development of the global economy is a phase of weak growth. In addition, substantial risks are associated with a tight situation on the financial markets, persistent structural deficits in developed economies and weakly developing international job markets.
		Sector-specific risks
		Specific markets/countries can have high customs barriers or minimum local content requirements for domestic production. These factors make it difficult to achieve a larger increase in sales volumes. In addition, substantial risks arise from economic and competition related price pressure, as well as capacity under-utilization.
		Research and development risks
		Volkswagen Group's future success depends on its ability to offer new products that meet the customer's demand in due time.
		Procurement risks
		The malperformance of suppliers, especially due to financial effects of crises and insolvencies, as well as the development of energy and commodities prices could adversely affect Volkswagen Group's business.
		Production risks
		The turbulence on the world passenger vehicle markets resulting from the global economic slump led to substantial fluctuations in the number of units of individual models produced at the Volkswagen Group's production facilities. Forecast installation rates for features or components are uncertain due to the unstable sales markets.
		Risks arising from long-term production
		Risks may arise from contracting deficiencies, miscosting, post-contract changes in economic and technical conditions, weaknesses in project management and poor performance by subcontractors.
		Risks arising from changes in demand
		The financial crisis, uncertainties on future economic developments, increased fuel and energy prices or uncertainties regarding future carbon dioxide (CO ₂) emission taxation, as well as other psychological factors, may lead to consumers' reluctance to purchase vehicles and could adversely affect Volkswagen Group's financial results.
		Dependence on fleet customer business
		The fleet customer business is continuing to experience increased concentration and internationalization. Consequential effects could have a negative impact on

Volkswagen Group's financial position.

Quality risk

Growing production volumes, increasing complexity of vehicles and new environmentally friendly technologies present new challenges for the quality assurance function, in particular, in growing automotive markets. Recalls may cause significant costs and could negatively impact Volkswagen Group's image.

Personnel risk

Personnel Risks may result from high personnel turnover, insufficient availability of personnel, inadequate personnel qualification and human error.

IT risk

Information Technology ("IT") is exposed to risks that occur when one or more fundamental security objectives such as confidentiality, integrity and availability of data and services are threatened by weak spots either in the organisation or in the use/administration of IT systems.

Environmental protection regulations

The Volkswagen Group is required to comply with numerous environmental protection regulations. Emission limits exist for new passenger car and light commercial vehicles within and outside Europe. Heavy commercial vehicles put into operation from 2014 onwards are already subject to stricter emission requirements under EU regulation. In addition, the allocation method for emissions certificates changed fundamentally in 2013 when the European Commission decided to initially withhold a portion of the certificates to be auctioned. This temporary shortage of certificates during the trading period may cause certificate prices to rise.

Litigation

Volkswagen Aktiengesellschaft and its affiliated companies may become involved in legal disputes and official proceedings that may result in payment and other obligations.

Strategies for hedging financial risks

Volkswagen Group's business activities entail financial risks that may arise from changes in interest rates, exchange rates and commodity prices as well as fund prices and defaulting of counterparties.

Risks arising from financial instruments

Chanelling excess liquidity into investments gives rise to counterparty risk.

Liquidity risks

The Volkswagen Group depends on the raising of debt capital, by means of bank loans or the issuance of debt in national or international financial markets. If the refinancing of the liquidity needs from the equity and debt capital markets fails, Volkswagen Group's ability to meet its payment obligations

could be affected.

Residual value risk in the Financial Services business

In the Volkswagen Financial Services business the residual value risk occurs whenever the estimated sales value of a leased asset at the time of disposal upon expiration of a contract is less than the residual value at the time the contract was closed.

Risks in relation to corporate acquisitions, cooperations and equity interests

Volkswagen Group has made significant acquisitions in the recent past and has not ruled out the possibility that it will continue to acquire companies and equity interests in companies in the future. Corporate acquisitions are typically associated with significant investments and risks.

Other Factors

Risks that cannot be predicted but could have an adverse effect on the further development of Volkswagen Group. These factors include natural disasters, epidemics and terrorist activity.

[D.2 Key information on the key risks that are specific to Volkswagen International Finance N.V.

Risk of Counterparty Default

Risk of counterparty default is defined as the possible loss in value due to non-payment by a customer or deterioration of his creditworthiness. A distinction is made between credit risks, counterparty risks, country risks and shareholder risks.

Credit risk

Credit risk is defined as the risk of a partial or total default of contracted interest payment or principal payment by a borrower. Credit risks mainly result from loans granted to group and joint venture companies and bank deposits as well as cross currency and interest rate swaps.

Counterparty risk

The counterparty risk arises from overnight money and time deposit investments carried out in the inter-bank sector as well as derivatives transactions.

Country risk

Country risk includes risks in the course of international business, which do not result from the contracting party itself, but are due to its foreign investments.

Shareholder risk

The shareholder risk is defined as the risk of losses affecting negatively the shareholding book value.

Market risk

Market risk refers to the potential loss resulting from disadvantageous changes in market prices or parameters that influence prices. The market risks are subdivided into interest rate risks and currency risks.

Interest rate risk

Interest rate risk includes potential losses from changes in market rates. These risks result from refinancing at nonmatching interest periods and from different degrees of interest rate elasticity of individual assets and liabilities.

Currency risk

Currency risk means the possible negative evolution of the exchange rate of a foreign currency in relation to the Euro, which is the base currency of VIF.

Liquidity risk

Liquidity risk describes the risk of not being able to discharge one's payment obligations in due time or in full.

Refinancing Risk

Refinancing risk includes the risk of lower business volume due to inability of raising funds.

Operational risk

Operational risk at Volkswagen International Finance N.V. is defined as the threat of losses that occur as a result of inadequate or failing internal processes (process risk), personnel (personnel risks), technology (infrastructure and IT risks). The definitions of these three risk categories include the respective legal risks. Strategic risks and reputation risks are not considered under operational risks.

IT and system risk

VIF's information technology ("IT") is exposed to risks that occur when one or more fundamental security objectives such as confidentiality, integrity and availability of data and services are threatened by weak spots in either the organization or in the use or administration of IT systems.

Personnel risk

Personnel risks may result from high personnel turnover, insufficient availability of personnel, inadequate personnel qualification and human error.

Legal risk

Legal risks can be described as a sudden and unexpected change in a national law enabling local government to partially or wholly take control of VIF's contract parties: banks, affiliated group companies, subsidiaries, parent company or VIF itself.

[D.2 Key information on the key risks that are specific to VW Credit, Inc.

Risk of Counterparty Default

Risk of counterparty default is defined as the possible loss in value due to non-payment by a customer, dealer, or other person, or deterioration of that person's or entity's creditworthiness. A distinction is made between credit risks, which are risks related to credit losses, and counterparty risks, which relate to a failure of the counterparty to perform under a contract.

Market Price Risk

Market price risk refers to the potential loss resulting from disadvantageous changes in market prices or parameters that influence prices.

Liquidity Risk

Liquidity risk describes the reduced availability of liquid funds and the risk of not being able to meet payment obligations in due time or in full.

Refinancing Risk

Refinancing risk is the possibility that VW Credit, Inc. ("VCI") is unable to maintain adequate financing sources, causing VCI's financial condition to suffer.

Operational Risk

Operational risk is the threat of losses that occur as a result of inadequate or failing internal processes, personnel, or systems.

IT and System Risk

IT is exposed to risks that occur when one or more fundamental security objectives are threatened by weak spots.

Personnel Risk

Personnel risk is the threat of high personnel turnover, insufficient availability of personnel, inadequate personnel qualification, and human error.

Legal Risk

Legal risk describes the potential for loss arising from the uncertainty of legal proceedings or failure to comply with legal and regulatory requirements.

Other Risks

Residual Value Risk

Residual value risk is the potential of loss resulting if the residual value of vehicles estimated at the beginning of a lease contract is greater than the recoverable actual market value of the vehicle upon sale of a returned vehicle after contract maturity.

Sales of Vehicles

The volume of vehicle sales by Volkswagen Group of America, Inc. ("VWGoA") is dependent on various market factors, and this could have an adverse impact on VCI's operations.

Competition

Increases in competitive pressures could have an adverse impact on VCI's contract volume, market share, revenues, and margins.

Risk of Catastrophes

The incidence and severity of catastrophes may adversely

		affect VCI's business, earnings, and financial condition.
		Dependence on VW Credit, Inc.'s Parent Companies
		Various aspects of VWGoA's business and other factors impacting VWGoA or its' employees could significantly affect VCI's profitability and financial condition.]
[D.2	Key information on the key risks that are specific to VW Credit Canada, Inc. / Crédit VW Canada, Inc.	Risk of counterparty default is defined as the possible loss in
		Market Price Risk
		Market price risk refers to the potential loss resulting from disadvantageous changes in market prices or parameters that influence prices.
		Liquidity Risk
		Liquidity risk describes the reduced availability of liquid funds and the risk of not being able to meet payment obligations in due time or in full.
		Refinancing Risk
		Refinancing risk is the possibility that VW Credit Canada, Inc. / Crédit VW Canada, Inc. ("VCCI") is unable to maintain adequate financing sources, causing VCCI's financial condition to suffer.
		Operational Risk
		Operational risk is the threat of losses that occur as a result of inadequate or failing internal processes, personnel, or systems.
		IT and System Risk
		IT is exposed to risks that occur when one or more fundamental security objectives are threatened by weak spots.
		Personnel Risk
		Personnel risk is the threat of high personnel turnover, insufficient availability of personnel, inadequate personnel qualification, and human error.
		Legal Risk
		Legal risk describes the potential for loss arising from the uncertainty of legal proceedings or failure to comply with legal and regulatory requirements.
		Other Risks
		Residual Value Risk
		Residual value risk is the potential of loss resulting if the residual value of vehicles estimated at the beginning of a

lease contract is greater than the recoverable actual market value of the vehicle upon sale of a returned vehicle after contract maturity.

Sales of Vehicles

The volume of vehicle sales by Volkswagen Group Canada Inc. ("VWGC") is dependent on various market factors, and this could have an adverse impact on VCCI's operations.

Competition

Increases in competitive pressures could have an adverse impact on VCCI's contract volume, market share, revenues, and margins.

Risk of Catastrophes

The incidence and severity of catastrophes may adversely affect VCCI's business, earnings, and financial condition.

Dependence on VCCI's Affiliate Companies

Various aspects of VWGC's and Audi Canada Inc.'s business and other factors impacting Volkswagen Group Canada Inc. or its' employees could significantly affect VCCI's profitability and financial condition.]

[D.2 Key information on the key risks that are specific to Volkswagen International Luxemburg S.A.

Risk of Counterparty Default

Risk of counterparty default is defined as the possible loss in value due to non-payment by a customer or deterioration of his creditworthiness. A distinction is made between credit risks, counterparty risks, country risks and shareholder risks.

Market Price Risk

Market price risk refers to the potential loss resulting from disadvantageous changes in market prices or parameters that influence prices. The market risks are subdivided into interest rate risks and currency risks.

Liquidity Risk

Liquidity risk describes the risk of not being able to discharge ones' payment obligations in due time or in full.

Refinancing Risk

Refinancing risk includes the risk of lower business volume due to inability of raising funds.

Operational Risk

Operational risk at VIL is defined as the threat of losses that occur as a result of inadequate or failing internal processes (process risk), personnel (personnel risks), technology (infrastructure and IT risks). The definitions of these three risk categories include the respective legal risks. Strategic risks and reputation risks are not considered under operational risks.]

[D.2 Key information on the key risks that are specific to Porsche Holding Gesellschaft m.b.H.

The main risks Porsche Holding Gesellschaft m.b.H. is exposed to are the following:

Macroeconomic Risk

The main risk for the medium-term development of the global economy is a phase of weak growth. In addition, substantial risks are associated with a tight situation on the financial markets, capacity under-utilization and weakly developing international job markets.

Risks arising from Changes in Demand

Factors like the financial crisis, high energy prices or uncertainties regarding future carbondioxide (CO₂) emission taxation may lead to consumer's reluctance to purchase vehicles and could adversely affect Porsche Holding Group's financial results.

Risks arising from brand perception

A negative overall perception in relation to the automobiles offered by Porsche Holding Group or a decline in demand for such brands could adversely affect Porsche Holding Group and have a material adverse effect on the business prospects, results of operations and financial condition of Porsche Holding Group.

Risks associated with increasing competition

Increased competitiveness could adversely affect Porsche Holding Group's contract volumes, could result in a loss in market share as well as declining revenues. This could have a material adverse effect on the business prospects, results of operations and financial condition of Porsche Holding Group.

Operational risks

Operational risks may stem from inadequate or failed internal processes, people and systems or from external events.

Risk of Counterparty Default

Risk of counterparty default is defined as the possible loss in value due to non-payment by a contractual partner or deterioration of that person's or entity's creditworthiness.

Liquidity risks

Liquidity risk describes the risk of not being able to meet payment obligations in due time or in full.

Refinancing risks

Refinancing risk is the possibility that Porsche Holding Group is unable to maintain adequate financing sources, causing Porsche Holding Group's financial condition to suffer.

Strategies for hedging financial risks

Porsche Holding Group's business activities entail financial risks that may arise from changes in interest rates, exchange rates, commodity prices and share and fund prices.

Risks associated with a breach of the covenants contained in Porsche Holding Group's financing arrangements

A breach of certain covenants, representations or warranties of financing arrangements by Porsche Holding Group could result in a default as well as in a cross-default under other financing agreements. Such breach as well as a cross-default could cause counterparties to accelerate such financing agreements and request immediate repayment in relation thereto.

Residual value risk in the financial services business

Porsche Holding Group agrees to buy back vehicles at the respective residual value of such vehicles. While Porsche Holding Group employs sophisticated processes to determine the residual value, there can be no assurance that all factors determining the residual value are accurately reflected or assessed.

IT Risk

IT systems are vulnerable to a number of problems, such as computer virus infection, malicious hacking, data theft, physical damage to vital IT centres and software or hardware malfunctions.

Key personnel / management risk

Key personnel / management risk may result from insufficient availability of personnel with valuable expertise and experience.

Legal Risk

Legal risk is the risk arising from the failure to comply with applicable legal and regulatory requirements and the resulting risk of liability.

Risks in relation to future acquisitions

Porsche Holding Group may decide to make additional acquisitions to complement its growth. Any acquired business is typically associated with significant investments and risks.

Taxation Risks

Porsche Holding Group is subject to the tax laws in all countries in which it operates. Tax risks include the risk associated with changes in tax laws, including the introduction of new tax laws, or in the interpretation of tax law.

Risk of instability in foreign jurisdictions

Dealings undertaken in or with some countries, for example countries undergoing rapid political, economic and social change, create additional risk exposure.

Dependence on Porsche Holding Group's Parent Company

Porsche Holding Group is ultimately owned and controlled by Volkswagen Aktiengesellschaft. The interests of Volkswagen Aktiengesellschaft could conflict with the interests of Porsche Holding Group.

Dependence on rival brands of Volkswagen Group

The Multibrand world of Porsche Holding Group encompasses the operation of car dealerships and wholesale activities for rival brands of Volkswagen Group. Since the Multibrand world represents a significant part of Porsche Holding Group's revenues, a discontinuation of these activities or sale of the related assets could have a material adverse effect on the business prospects, results of operations and financial condition of Porsche Holding Group.

Porsche Holding Group is not insured against all risks and its insurance coverage may be insufficient to cover the actual losses incurred.

Porsche Holding Group's operations are subject to numerous operating risks, including, among others, climatic conditions, political unrest, terrorist or similar activities, interruption of power supplies, environmental hazards, technical failures, fires, explosions and other accidents. These risks and hazards could result in damage to Porsche Holding Group's facilities, personal injury, fatalities, environmental damage, business interruptions and possible legal liability. Following the occurrence of an insured risk, Porsche Holding Group's insurance premium payments could increase significantly. This could have a material adverse effect on the business prospects, results of operations and financial condition of Porsche Holding Group.]

D.3 Key information on the key risks that are specific to the securities

Notes may not be a suitable investment for all investors

The Notes may not be a suitable investment for all investors. Each potential investor in the Notes must determine the suitability of that investment in light of its own circumstances.

Liquidity Risk

There can be no assurance that a liquid secondary market for the Notes will develop or, if it does develop, that it will continue. In an illiquid market, an investor might not be able to sell his Notes at any time at fair market prices. The possibility to sell the Notes might additionally be restricted by country specific reasons.

Market Price Risk

The holder of Notes is exposed to the risk of an unfavourable development of market prices of his Notes which materializes if such holder sells the Notes prior to the final maturity of such Notes.

[In case of an early redemption at the option of the Issuer insert: Risk of Early Redemption

If the Issuer has the right to redeem the Notes prior to maturity or if] [If] the Notes are redeemed prior to maturity due to the occurrence of an event set out in the Conditions of the Notes, the holder of such Notes is exposed to the risk that due to early redemption his investment will have a lower than expected yield. Also, the holder may only be able to reinvest on less favourable conditions as compared to the original

investment.]

Currency Risk

The holder of a Note denominated in a foreign currency is exposed to the risk of changes in currency exchange rates which may affect the yield and/or the redemption amount of such Notes. In addition, governments and competent authorities could impose currency exchange controls in the future.

[In case of fixed rate notes insert: Fixed Rate Notes

The holder of a fixed rate Note ("**Fixed Rate Note**") is exposed to the risk that the price of such Fixed Rate Note falls as a result of changes in the market interest rate.]

[In case of floating rate notes insert: Floating Rate Notes

The holder of a floating rate Note ("Floating Rate Note") is exposed to the risk of fluctuating interest rate levels and uncertain interest income. Fluctuating interest rate levels make it impossible to determine the profitability of Floating Rate Notes in advance.]

[In case of zero coupon notes insert: Zero Coupon Notes

The holder of a zero coupon Note ("Zero Coupon Note") is exposed to the risk that the price of such Note falls as a result of changes in the market interest rate. Prices of Zero Coupon Notes are more volatile than prices of Fixed Rate Notes and are likely to respond to a greater degree to market interest rate changes than interest bearing notes with a similar maturity.]

FATCA

Payments on the Notes issued by the Issuers may be subject to U.S. withholding pursuant to Sections 1471 through 1474 of the U.S. Internal Revenue Code and the current or future U.S. Treasury Regulations issued thereunder, including official interpretations thereof, and any agreements entered into pursuant to Section 1471(b) of the Internal Revenue Code and any fiscal or regulatory legislation, rules or official practices adopted pursuant to any published intergovernmental agreements entered into in connection with the implementation of such sections of the Internal Revenue Code (commonly referred to as "FATCA").

Amendments to the Terms and Conditions by resolution of the Holders; Joint Representative

A Holder is subject to the risk of being out-voted and to losing rights against the Issuer in the case that other Holders agree pursuant to the Terms and Conditions of the Notes to amendments of the Terms and Conditions of the Notes by majority vote according to the German Act on Issues of Debt Securities (Gesetz über Schuldverschreibungen aus Gesamtemissionen — "SchVG"). In the case of an appointment of a noteholders' representative for all Holders a particular Holder may lose, in whole or in part, the possibility to independently enforce and claim his rights against the Issuer regardless of other Holders.

[In case the Specified Currency in the relevant Final Terms is Renminbi, the following risk factors apply as well: Renminbi is not freely convertible

Renminbi is not freely convertible at present. The government of the People's Republic of China ("PRC") continues to regulate conversion between the Renminbi and foreign currencies. There is no assurance that the pilot schemes introduced will not be discontinued or that new PRC regulations will not be promulgated in the future which have the effect of restricting or eliminating the availability of Renminbi.

Limited availability of Renminbi outside the PRC

As a result of the restrictions by the PRC government on cross-border Renminbi fund flows, the availability of Renminbi outside the PRC is limited. This may affect the liquidity of the Notes and the Issuer's ability to source Renminbi to service the Notes.

Investment in the Notes is subject to currency risk

Under certain circumstances the Issuer is entitled to settle any payment under the Notes (in whole or in part) in U.S. Dollars.

Investment in the Notes is subject to exchange rate and interest rate risks

The value of the Renminbi against the Hong Kong Dollar and other foreign currencies fluctuates and is affected by changes in the PRC, by international political and economic conditions and by many other factors. The value of payments of interest and principal in Renminbi may vary with the prevailing exchange rates.

In addition, further liberalisation of interest rates by the PRC government may increase interest rate volatility and the trading price of Notes may vary with fluctuations in Renminbi interest rates.

Payments for the Notes will only be made to investors in the manner specified in the Notes

All payments in respect of the Notes will be made solely by transfer to a Renminbi bank account maintained in Hong Kong. The Issuer cannot be required to make payment by any other means (including in any other currency or by transfer to a bank account in the PRC).]

Section E - Offer

Element		
E.2b	Reasons for the offer and use of proceeds	[•]
E.3	Terms and conditions of the offer	[Issue Price] [Minimum Denomination] [The subscription period is from [●] to [●]. [The subscription period may be extended or shortened.]] [Method of notification] [Other Terms and Conditions of the Offer are [●]] [Countries in which the Notes will be offered]
E.4	A description of any interest that is material to the issue/offer including conflicting interests	[•]
E.7	Estimated expenses charged to the investor by the issuer or the offeror	[•]

GERMAN TRANSLATION OF THE SUMMARY

Zusammenfassungen sind zusammengesetzt aus Offenlegungspflichten, die als "Punkte" bekannt sind. Diese Punkte sind in die Abschnitte A - E(A.1 - E.7) nummeriert.

Diese Zusammenfassung enthält alle Punkte, die in eine Zusammenfassung für diese Art von Schuldverschreibungen und die Emittenten aufzunehmen sind. Da einige Punkte nicht zu berücksichtigen sind, kann die Nummerierung Lücken aufweisen.

Auch wenn ein Punkt wegen der Art der Schuldverschreibungen und der Emittenten in die Zusammenfassung aufgenommen werden muss, ist es möglich, dass bezüglich dieses Punktes keine relevante Information gegeben werden kann. In einem solchen Fall ist in der Zusammenfassung eine kurze Beschreibung des Punktes unter Bezeichnung als "entfällt" enthalten.

Abschnitt A - Einleitung und Warnhinweise

Punkt			
A.1	Einführ -ung	Warnhinweise, dass:	
	-ung	die Zusammenfassung als Einleitung zum Prospekt verstanden werden sollte;	
		 sich der Anleger bei jeder Entscheidung in die Schuldverschreibungen zu investieren, auf den Prospekt als Ganzen stützen sollte; 	
		 ein Anleger, der wegen der in dem Prospekt enthaltenen Angaben Klage einreichen will, nach den nationalen Rechtsvorschriften seines Mitgliedstaats möglicherweise für die Übersetzung des Prospekts aufkommen muss, bevor das Verfahren eingeleitet werden kann; und 	
		 zivilrechtlich nur die Emittentinnen haften, die die Zusammenfassung samt etwaiger Übersetzungen vorgelegt und übermittelt haben, und dies auch nur für den Fall, dass die Zusammenfassung verglichen mit den anderen Teilen des Prospekts irreführend, unrichtig oder inkohärent ist oder verglichen mit den anderen Teilen des Prospekts wesentliche Angaben, die in Bezug auf Anlagen in die betreffenden Wertpapiere für die Anleger eine Entscheidungshilfe darstellen, vermissen lassen. 	
A.2	Zustim mung	Jeder Platzeur und/oder jeder weitere Finanzintermediär, der die Schuldverschreibunger nachfolgend weiter verkauft oder endgültig platziert, ist – sofern und soweit dies ir [den][diesen] Endgültigen Bedingungen [für eine bestimmte Emission vor Schuldverschreibungen] so erklärt wird - berechtigt, den Prospekt für den späterer Weiterverkauf oder die endgültige Platzierung der Schuldverschreibungen während des Zeitraums vom [•] bis [•] zu verwenden, vorausgesetzt, dass der Prospekt ir Übereinstimmung mit Artikel 11 des Luxemburger Wertpapierprospektgesetztes (<i>loi relative aux prospectus pour valeurs mobilières</i>) vom 10. Juli 2005 in seiner jeweils gültiger Fassung, welches die Richtlinie 2003/71/EG des Europäischen Parlaments und des Rates vom 4. November 2003 in ihrer jeweils gültigen Fassung umsetzt, noch gültig ist. Der Prospekt darf potentiellen Investoren nur zusammen mit sämtlichen bis zur Übergabe veröffentlichten Nachträgen übergeben werden. Jeder Nachtrag zum Prospekt kann ir elektronischer Form auf der Internetseite der Wertpapierbörse Luxemburg (www.bourse.lu und der Volkswagen Aktiengesellschaft (www.volkswagen.de) eingesehen werden.	
		Bei der Nutzung des Prospektes hat jeder Platzeur und/oder jeweiliger weiterer Finanzintermediär sicherzustellen, dass er alle anwendbaren, in den jeweiligen Jurisdiktionen geltenden Gesetze und Rechtsvorschriften beachtet.	
		Für den Fall, dass ein Platzeur und/oder weiterer Finanzintermediär ein Angebot macht, informiert dieser Platzeur und/oder weiterer Finanzintermediär die Anleger zum Zeitpunkt der Angebotsvorlage über die Angebotsbedingungen der Schuldverschreibungen.	

[Abschnitt B - Volkswagen International Finance N.V. als Emittentin

Punkt		
B.1	Gesetzliche und kommerzielle Bezeichnung der Emittentin	Volkswagen International Finance N.V. ("VIF") ist sowohl der gesetzliche auch der kommerzielle Name.
B.2	Sitz, Rechtsform, geltendes Recht, Land der Gründung	VIF ist eine Aktiengesellschaft nach niederländischem Recht und Sitz in den Niederlanden.
B.4b	Beschreibung bereits bekannter Trends, die sich auf die Emittentin und die Branchen, in denen sie tätig ist, auswirken	Staatsschuldenkrise übergegangen. Diese Finanz- und Staatsschuldenkrise und die nachfolgende Wirtschaftskrise
B.5	Beschreibung der Gruppe und der Stellung der Emittentin innerhalb dieser Gruppe	VIF ist Teil der Volkswagen Gruppe, die aus verschiedenen Tochtergesellschaften und verbundenen Unternehmen in Deutschland und in Übersee besteht. Der alleinige Aktionär der VIF ist die Volkswagen Finance Luxembourg S.A. ("VFL"). VWAG beabsichtigt VIF dahingehend zu restrukturieren, dass ihre Tochtergesellschaften auf VFL übertragen werden. Dadurch werden nur noch Minderheitsanteile an einigen ehemaligen Tochtergesellschaften bei der VIF verbleiben. Die Tätigkeit als Holdinggesellschaft wird folglich nicht mehr zu den Hauptgeschäftstätigkeiten der VIF gehören. In Folge dieser Umstrukturierung werden VIF und ihre ehemaligen Tochtergesellschaften direkte Tochtergesellschaften von VFL, welche eine hundertprozentige direkte Tochtergesellschaft von VWAG ist.
B.9	Gewinnprognosen oder - schätzungen	Entfällt; es erfolgt keine Gewinnprognose oder -schätzung.
B.10	Art etwaiger Beschränkungen im Bestätigungsvermerk zu den historischen Finanz- informationen	Entfällt; PricewaterhouseCoopers Accountants NV hat die nicht konsolidierten Jahresabschlüsse der VIF für die zum 31. Dezember 2013 und 2012 endenden Geschäftsjahre geprüft und jeweils mit einem uneingeschränkten Bestätigungsvermerk versehen.

B.12	Ausgewählte		Jahr bis zum 31.	Dezember
	wesentliche historische		2013	2012
	Finanzinformationen	Key Financial Information (Dutch	(geprüft	*)
		GAAP) Ausgewählte Finanzinformationen (gemäß niederländischer Rechnungslegungsvorschriften)	In Millione	en €
		Balance sheet total Beteiligungen Forderungen aus Darlehen, die an Konzerngesellschaften und Joint	36.230 3.932	29.449 4.343
		Ventures begeben wurden Eigenkapital Verbindlichkeiten aus	30.754 4.807 30.827	24.833 4.994 24.068
		Finanzierungstätigkeit Finanzergebnis Ergebnis aus Beteiligungen Ergebnis vor Steuern Ergebnis nach Steuern Nettocashflow für das bestehende Jahr	26 892 919 913 176	19 999 1.019 1.013 147
		Geprüfte Finanzinformationen wur 2013 der VIF und dem Jahres entnommen.	den dem Jah	resabschluss
	Eine Erklärung, dass sich die Aussichten der Emittentin seit dem Datum des letzten veröffentlichten geprüften Abschlusses nicht wesentlich verschlechtert haben, oder Beschreibung jeder wesentlichen Verschlechterung	Außer der in Element B.5 erwähnte seit dem 31. Dezember 2013 keine Veränderungen in den Aussichten wesentliche Veränderung in de Handelsposition der VIF eingetreter	e wesentlicher der VIF und er Finanzlage	nachteiligen es ist keine
B.13	Jüngste Entwicklungen	Entfällt; es gibt keine jüngeren E Bewertung der Zahlungsfähigkeit Maße relevant waren.		
B.14	Angabe zur Abhängigkeit von anderen Unternehmen	Bitte Punkt B.5 zusammen mi Informationen lesen.	it den unter	stehenden
	innerhalb der Gruppe	Der alleinige Aktionär der VIF ist von ihrem Aktionär. Wie in E beabsichtigt VWAG VIF zu res Tochtergesellshaften auf VFL übert	lement B.5 trukturieren,	beschrieben, in dem ihre
B.15	Beschreibung der Haupttätigkeiten des Emittenten	Die Hauptgeschäftstätigkeit der VI Gesellschaften des Volkswagen k als Holding Gesellschaft bis die in Restrukturierung beendet ist.	Conzerns und	das Agieren
B.16	Beteiligung; Beherrschungs- verhältnis	VIF wird direkt von VFL und beherrscht, welche wiederum von Stuttgart beherrscht ist.		
B.17	Kreditratings der Emittentin oder ihrer Schuldtitel	Entfällt; VIF hat kein eigenes Rating		
B. 19	Informationen über die Garantin	Siehe unten "Abschnitt B – Volkswa Garantin" für Informationen über die		esellschaft als

[Abschnitt B - VW Credit, Inc. als Emittentin

Punkt				
B.1	Gesetzliche und kommerzielle Bezeichnung der Emittentin	VW Credit, Inc. ("VCI") ist sowoh kommerzielle Name.	l der gesetzlich	ne auch der
B.2	Sitz, Rechtsform, geltendes Recht, Land der Gründung	VCI ist eine Gesellschaft nach de mit Sitz in Delaware, Vereinigte Unternehmenszentrale hat ihren Staaten von Amerika.	Staaten von A	merika. Die
B.4b		Nach der Schuldenkrise in den Jahr US-amerikanische Wirtschaft 2 stabilisieren. Der Aufschwung des in den letzten Jahren auf abgeschwächt, mit historisch tiefe verhaltenen konjunkturellen E amerikanische Markt für Fahrzet Nachfrage in 2013 profitiert, so das Trend in abgeschwächter Form 20 anhaltende Unsicherheit der fisk relativ schwache Arbeitsm Kreditbeschränkungen könnten d kurzfristig negativ beeinträchtigen.	009 begonne Wirtschaftswad ein moderat en Zinssätzen. rholung, hat uge von der a ss unserer Ansi 14 Bestand hab talischen Entwonarkt und	chstums war des Tempo Trotz einer der US- aufgestauten cht nach der den wird. Die icklung, der mögliche
B.5	Beschreibung der Gruppe und der Stellung der Emittentin innerhalb dieser Gruppe	Die VCI ist eine hundertprozentig Volkswagen Group of America, In eine hundertprozentige Tochterges	ic. ("VWGoA").	VWGoA ist
B.9	Gewinnprognosen oder - schätzungen	Entfällt; es erfolgt keine Gewinnpro	gnose oder -sc	hätzung.
B.10	Art etwaiger Beschränkungen im Bestätigungsvermerk zu den historischen Finanz- informationen	Konzernabschlüsse der VCI für die zum 31. Dezember 2013 und 2012 endenden Geschäftsjahre geprüft und jeweils mit		
B.12	Ausgewählte		2013	2012
	wesentliche historische Finanzinformationen		(in USI	O 1.000)
		Bilanzsumme	29.665.427	27.092.719
		Forderungen aus Kundenfinanzierung	16.163.025	15.872.970
		Geleaste Vermögenswerte	12.615.033	10.524.662
		Eigenkapital	2.556.733	2.313.209
		Verbindlichkeiten aus Finanzierungstätigkeit	24.160.293	22.102.038
		Ergebnis nach Steuern	272.915	347.476
		Geprüfte Angaben aus den Gescha Jahre 2013 und 2012 entnommen.	äftsberichten de	er VCI für die
	Eine Erklärung, dass sich die Aussichten der Emittentin seit dem Datum des letzten veröffentlichten	Seit dem 31. Dezember 2013 nachteiligen Veränderungen in eingetreten.		

	geprüften Abschlusses nicht wesentlich verschlechtert haben, oder Beschreibung jeder wesentlichen Verschlechterung	
	Eine Beschreibung wesentlicher Veränderungen bei Finanzlage oder Handelsposition der Emittentin, die nach dem von den historischen Finanzinformationen abgedeckten Zeitraum eingetreten sind	Entfällt; seit dem 31. Dezember 2013 sind keine wesentlichen Veränderungen in der Finanzlage oder der Handelsposition der VCI eingetreten.
B.13	Jüngste Entwicklungen	Entfällt; es sind keine wesentlichen Ereignisse eingetreten.
B.14	Bitte Punkt B.5 zusamn	nen mit den unten stehenden Informationen lesen.
	Angabe zur Abhängigkeit von anderen Unternehmen innerhalb der Gruppe	Die VCI ist eine hundertprozentige Tochtergesellschaft der VWGoA. Sie ist abhängig von ihrer Eigentümerin VWGoA. VWGoA ist eine hundertprozentige Tochtergesellschaft der VWAG, die Konzernobergesellschaft des Volkswagen Konzerns ist.
B.15	Beschreibung der Haupttätigkeiten des Emittenten	Die vorrangige Geschäftstätigkeit der VCI und ihrer Tochtergesellschaften ist es als konzerneigene Finanzierungsgesellschaft von VWGoA im amerikanischen und kanadischen Markt tätig zu sein. Hauptsächlich werden Kredit- oder Leasingverträge durch die Vermittlung von authorisierten Volkswagen und Audi Händlern mit Kunden abgeschlossen. Darüber hinaus bietet VCI eine Vielzahl von spezifischen automobilbezogenen Finanzierungsprodukten, wie zum Beispiel Händlerfinanzierung, an.
B.16	Beteiligung; Beherrschungs- verhältnis	Die VCI ist eine hundertprozentige Tochtergesellschaft der Volkswagen Group of America, Inc.
B.17	Kreditratings der Emittentin oder ihrer Schuldtitel	Entfällt; VCI hat kein eigenes Rating.
B. 19	Informationen über die Garantin	Siehe unten "Abschnitt B – Volkswagen Aktiengesellschaft als Garantin" für Informationen über die Garantin.

[Abschnitt B - VW Credit Canada, Inc. / Crédit VW Canada, Inc. als Emittentin

Punkt				
B.1	Gesetzliche und kommerzielle Bezeichnung der Emittentin	VW Credit Canada, Inc. / Crédit VW Canada, Inc. ("VCCI") ist sowohl der gesetzliche auch der kommerzielle Name.		
B.2	Sitz, Rechtsform, geltendes Recht, Land der Gründung	VCCI ist eine Gesellschaft nach de Sitz in Kanda.	n kanadische	m Recht mit
B.4b	Beschreibung bereits bekannter Trends, die sich auf die Emittentin und die Branchen, in denen sie tätig ist, auswirken	kanadische Wirtschaft 2009 begon Der Aufschwung des Wirtschaftswad Jahren auf ein moderates Ter	nen sich zu chstums war i mpo abgesc rotz einer randische achfrage in 2 chstwerte edischen Entwarkt und Autoabsatz in Salls dies	stabilisieren. n den letzten hwächt, mit verhaltenen e Markt für 013 profitiert rreicht. Die ricklung, der mögliche n den letzten istum jedoch se Faktoren
B.5	Beschreibung der Gruppe und der Stellung der Emittentin innerhalb dieser Gruppe	Die VCCI ist eine hundertprozentige Tochtergesellschaft der VW Credit, Inc. ("VCI"). VCI ist eine hundertprozentige Tochtergesellschaft der Volkswagen Group of America, Inc. ("VWGoA"). VWGoA ist eine hundertprozentige Tochtergesellschaft der VWAG.		
B.9	Gewinnprognosen oder - schätzungen	Entfällt; es erfolgt keine Gewinnprog	nose oder -so	chätzung.
B.10		Jahresabschlüsse der VCCI für die und 2013 endenden Geschäftsjahr	zum 31. Dez e geprüft und	d jeweils mit
B.12	Ausgewählte wesentliche historische		2013	2012
	Finanzinformationen			D 1.000)
		Bilanzsumme	5.145.138	4.675.348
		Forderungen aus Kundenfinanzierung	3.163.900	3.154.354
		Geleaste Vermögenswerte	1.886.536	1.464.855
		Eigenkapital	383.482	347.302
		Verbindlichkeiten aus Finanzierungstätigkeit	4.607.296	4.201.116
		Ergebnis nach Steuern	35.708	53.360
		Geprüfte Angaben aus den Geschä die Jahre 2013 und 2012 entnomme		der VCCI für

	Eine Erklärung, dass sich die Aussichten der Emittentin seit dem Datum des letzten veröffentlichten geprüften Abschlusses nicht wesentlich verschlechtert haben, oder Beschreibung jeder wesentlichen Verschlechterung	Seit dem 31. Dezember 2013 sind keine wesentlichen nachteiligen Veränderungen in den Aussichten der VCCI eingetreten.
	Eine Beschreibung wesentlicher Veränderungen bei Finanzlage oder Handelsposition der Emittentin, die nach dem von den historischen Finanzinformationen abgedeckten Zeitraum eingetreten sind	Entfällt; seit dem 31. Dezember 2013 sind keine wesentlichen Veränderungen in der Finanzlage oder der Handelsposition der VCCI eingetreten.
B.13	Jüngste Entwicklungen	Entfällt; es sind keine wesentlichen Ereignisse eingetreten.
B.14	Bitte Punkt B.5 zusamn	nen mit den unten stehenden Informationen lesen.
	Angabe zur Abhängigkeit von anderen Unternehmen innerhalb der Gruppe	Die VCCI ist eine hundertprozentige Tochtergesellschaft der VCI. Sie ist abhängig von ihrer Eigentümerin VCI. Die VCI ist eine hundertprozentige Tochtergesellschaft der VWGoA. VWGoA ist eine hundertprozentige Tochtergesellschaft der VWAG, die Konzernobergesellschaft des Volkswagen Konzerns ist.
B.15	Beschreibung der Haupttätigkeiten des Emittenten	Die vorrangige Geschäftstätigkeit von VCCI und ihrer Tochtergesellschaften ist als Finanztochtergesellschaften von Volkswagen Group Canada Inc. ("VWGC") und ACI tätig zu sein. Hauptsächlich werden Kredit- oder Leasingverträge durch die Vermittlung von Volkswagen und Audi Händlern mit Kunden abgeschlossen. Darüber hinaus bietet VCCI eine Vielzahl von spezifischen automobilbezogenen Finanzierungsprodukten über ihre 100%ige Tochtergesellschaft VW Credit Canada Leasing ULC, wie zum Beispiel Händlerfinanzierung, an.
B.16	Beteiligung; Beherrschungs- verhältnis	Die VCCI ist eine hundertprozentige Tochtergesellschaft der VW Credit, Inc.
B.17	Kreditratings der Emittentin oder ihrer Schuldtitel	Entfällt; VCCI hat kein eigenes Rating.
B. 19	Informationen über die	Siehe unten "Abschnitt B – Volkswagen Aktiengesellschaft als

[Abschnitt B - Volkswagen International Luxemburg S.A. als Emittentin

Punkt				
B.1	Gesetzliche und kommerzielle Bezeichnung der Emittentin	Volkswagen International der gesetzliche auch der k		IL") ist sowohl
B.2	Sitz, Rechtsform, geltendes Recht, Land der Gründung	VIL ist eine Aktiengesells Recht mit Sitz in Luxembu		emburgischem
B.4b	Beschreibung bereits bekannter Trends, die sich auf die Emittentin und die Branchen, in denen sie tätig ist, auswirken	Staatsschuldenkrise übe Staatsschuldenkrise und	rgegangen. Diese die nachfolgende W sch niedrigen Zinssa ne wesentliche Änd ahmenbedingungen	Finanz- und Virtschaftskrise atzniveau. Die derungen der und rechnet
B.5	Beschreibung der Gruppe und der Stellung der Emittentin innerhalb dieser Gruppe	Aktionär der VIL ist die Vo ("VFL"), eine hundertpr VWAG.	olkswagen Finance Lu ozentige Tochterges	
B.9	Gewinnprognosen oder - schätzungen	Entfällt; es erfolgt keine Ge	ewinnprognose oder -	schätzung.
B.10	Art etwaiger Beschränkungen im Bestätigungsvermerk zu den historischen Finanz- informationen	nicht konsolidierten Jahre	sabschlüssen der VI nd 31. Dezmber 201 ınd mit einem unei	L für die zum 13 endenden
B.12	Ausgewählte wesentliche historische		2013 in € 1.0	2012
	Finanzinformationen	Bilanzsumme:	2.904.210	1.472.916
		Eigenkapital:	1.332	188
		Darlehen an VW Konzerngesellschaften:	2.886.329	1.421.616
		Ergebnis nach Steuern:	1.293	153
		Geprüfte Angaben aus der Jahre 2013 und 2012 entn		der VIL für die
	Eine Erklärung, dass sich die Aussichten der Emittentin seit dem Datum des letzten veröffentlichten geprüften Abschlusses nicht wesentlich verschlechtert haben, oder Beschreibung jeder wesentlichen Verschlechterung	Seit dem 31. Dezember nachteiligen Veränderung eingetreten.	gen in den Aussich	hten der VIL
	Eine Beschreibung wesentlicher Veränderungen bei Finanzlage oder	Entfällt; seit dem 31. Deze Veränderungen in der Fir der VIL eingetreten.		

	Handelsposition der Emittentin, die nach dem von den historischen Finanzinformationen abgedeckten Zeitraum eingetreten sind	
B.13	Jüngste Entwicklungen	Entfällt; es gab keine wesentlichen Entwicklungen.
B.14	Bitte Punkt B.5 zusamn	nen mit den unten stehenden Informationen lesen.
	Angabe zur Abhängigkeit von anderen Unternehmen innerhalb der Gruppe	Aktionär der VIL ist die Volkswagen Finance Luxemburg S.A. ("VFL"), eine hundertprozentige Tochtergesellschaft der VWAG. Sie ist abhängig von ihrem Aktionär.
B.15	Beschreibung der Haupttätigkeiten des Emittenten	Die Hauptgeschäftstätigkeit von VIL besteht in der Funktion als Finanzierungsgesellschaft für den Volkswagen Konzern. Die VIL gewährt Darlehen an Gesellschaften des Volkswagen Konzerns.
B.16	Beteiligung; Beherrschungs- verhältnis	Die Anteile an der VIL werden zu 100% von der Volkswagen Finance Luxemburg S.A. gehalten.
B.17	Kreditratings der Emittentin oder ihrer Schuldtitel	Entfällt; VIL hat kein eigenes Rating.
B. 19	Informationen über die Garantin	Siehe unten "Abschnitt B – Volkswagen Aktiengesellschaft als Garantin" für Informationen über die Garantin.

[Abschnitt B – Porsche Holding Gesellschaft m.b.H. als Emittentin

Punkt			
B.1	Gesetzliche und kommerzielle Bezeichnung der Emittentin	Porsche Holding Gesellschaft m.b.H. ("Porsche Holding" sowohl der gesetzliche als auch der kommerzielle Name.) ist
B.2	Sitz, Rechtsform, geltendes Recht, Land der Gründung	Porsche Holding ist eine Gesellschaft mit beschränl Haftung nach österreichischem Recht und Sitz in Österreich	
B.4b	Beschreibung bereits bekannter Trends, die sich auf die Emittentin und die Branchen, in denen sie tätig ist, auswirken	mehrere Herausforderungen mit sich. Die Aussichten für Großhandel mit Fahrzeugen sowie für Einzelhandelsaktivitäten bleiben vom Verkauf Weltwirtschaft abhängig, der weiterhin mit groß	den die der Ben iren ding eld, ven
B.5	Beschreibung der Gruppe und der Stellung der Emittentin innerhalb dieser Gruppe	Die Porsche Holding ist (zum 31. Dezember 2013) Holdinggesellschaft von 374 konsolidier Tochterunternehmen (zusammen der "Porsche Hold Konzern") in Europa und in Übersee. Konzernobergesellschaft ist die Volkswag Aktiengesellschaft ("VWAG"). Seit 2011 ist die Pors- Holding Tochterunternehmen der VWAG.	rten l ing Die gen
B.9	Gewinnprognosen oder - schätzungen	Entfällt; es erfolgt keine Gewinnprognose oder -schätzung.	
B.10	Art etwaiger Beschränkungen im Bestätigungsvermerk zu den historischen Finanz- informationen		mit eten
B.12	Ausgewählte wesentliche historische	2013 2012	2
	Finanzinformationen	In € 1.000	
		Ergebnis vor Steuern	693 096 598 191 150 501 649
		Geprüfte Angaben aus den Geschäftsberichten der Pors Holding für die Jahre 2013 und 2012 entnommen.	

	Erklärung, dass sich die Aussichten der Emittentin seit dem Datum des letzten veröffentlichten geprüften Abschlusses nicht wesentlich verschlechtert haben, oder Beschreibung jeder wesentlichen Verschlechterung	Seit dem 31. Dezember 2013 sind keine wesentlichen nachteiligen Veränderungen in den Aussichten der Porsche Holding eingetreten.
	Beschreibung wesentlicher Veränderungen bei Finanzlage oder Handelsposition der Emittentin, die nach dem von den historischen Finanzinformationen abgedeckten Zeitraum eingetreten sind	Entfällt; seit dem 31. Dezember 2013 sind keine wesentlichen Veränderungen in der Finanzlage oder der Handelsposition der Porsche Holding eingetreten.
B.13	Jüngste Entwicklungen	Entfällt; seit dem 31. Dezember 2013 sind keine wesentlichen Veränderungen in der Finanzlage oder der Handelsposition der Porsche Holding eingetreten
B.14	Bitte Punkt B.5 zusamn	nen mit den unten stehenden Informationen lesen.
	Angabe zur Abhängigkeit von anderen Unternehmen innerhalb der Gruppe	Die Porsche Holding ist ein Tochterunternehmen der Volkswagen Aktiengesellschaft. Sie ist abhängig von ihrer Muttergesellschaft.
B.15	Beschreibung der Haupttätigkeiten des Emittenten	Die Hauptgeschäftstätigkeit der Porsche Holding erfasst den Import und Export von sowie der Groß-und Einzelhandel mit Fahrzeugen aller Art ("Fahrzeugen") und deren Bestandteilen und Zubehör, die Vornahme von Reparaturen jeder Art von Fahrzeugen einschließlich des Aufbaues fertiger Fahrzeuge und des Umbaus von Fahrzeugen. Des Weiteren betreibt die Porsche Holding Finanzdienstleistungen und beschäftigt sich mit Holdingaktivitäten und dem Erwerb von Unternehmen und Unternehmensanteilen.
B.16	Beteiligung; Beherrschungs- verhältnis	Die Konzernobergesellschaft der Porsche Holding ist die Volkswagen Aktiengesellschaft. Die Porsche Holding ist ein Tochterunternehmen der Volkswagen Aktiengesellschaft.
B.17	Kreditratings der Emittentin oder ihrer Schuldtitel	Entfällt; die Porsche Holding hat kein eigenes Rating.
B. 19	Informationen über die Garantin	Siehe unten "Abschnitt B – Volkswagen Aktiengesellschaft als Garantin" für Informationen über die Garantin.

Abschnitt B – Volkswagen Aktiengesellschaft als [Emittentin][Garantin]

Punkt		
B.1	Gesetzliche und kommerzielle Bezeichnung der [Emittentin] [Garantin].	Volkswagen Aktiengesellschaft ("VWAG") ist sowohl der gesetzliche als auch der kommerzielle Name.
B.2	Sitz, Rechtsform, geltendes Recht, Land der Gründung	
B.4b	Beschreibung bereits bekannter Trends, die sich auf die [Emittentin] [Garantin] und die Branchen, in denen sie tätig ist, auswirken	Die Automobilbranche bleibt abhängig von der Entwicklung der Weltwirtschaft. Auf den internationalen Automobilmärkten wird eine weiterhin steigende Wettbewerbsintensität erwartet. Die Märkte, auf denen sich der Konzern mit seinen Marken bewegt, stellen sich insbesondere in Westeuropa weiterhin herausfordernd dar. Risiken gehen unverändert von den Finanzmärkten aus, vor allem aufgrund der angespannten Verschuldungssituation vieler Länder. Herausforderungen ergeben sich für den Volkswagen Konzern aus dem schwierigen Marktumfeld, dem intensiven Wettbewerb sowie aus volatilen Zins- und Wechselkursverläufen und schwankenden Rohstoffpreisen.
B.5	Beschreibung der Gruppe und der Stellung der [Emittentin] [Garantin] innerhalb dieser Gruppe	Die VWAG ist die Konzernobergesellschaft des Volkswagen Konzerns, bestehend aus zahlreichen Tochter- und Beteiligungsgesellschaften in Deutschland und im Ausland.
B.9	Gewinnprognosen oder - schätzungen	Entfällt; es erfolgt keine Gewinnprognose oder -schätzung.
B.10	Art etwaiger Beschränkungen im Bestätigungsvermerk zu den historischen Finanzinformationen	Entfällt; PricewaterhouseCoopers Aktiengesellschaft Wirtschaftsprüfungsgesellschaft hat den Jahresabschluss der VWAG für das am 31. Dezember 2013 endende Geschäftsjahr sowie die Konzernabschlüsse der VWAG für die am 31. Dezember 2013 und die am 31. Dezember 2012 endenden Geschäftsjahre geprüft und jeweils mit einem uneingeschränkten Bestätigungsvermerk versehen.

B.12 Ausgewählte wesentliche historische Finanzinformationen

Finanzdaten nach IFRS, in Mio. ϵ	2013	20121	%
Umsatzerlöse	197.007	192.676	+2,2
Operatives Ergebnis	11.671	11.498	+1,5
Ergebnis vor Steuern	12.428	25.487	-51,2
Ergebnis nach Steuern	9.145	21.881	-58,2
Ergebnisanteil der Aktionäre der Volkswagen AG	9.066	21.712	-58,2
Cash-flow laufendes Geschäft	12.595	7.209	+74,7
Investionstätigkeit laufendes Geschäft	14.936	16.840	-11,3
Konzernbereich Automobile ²			
EBITDA ³	20.594	19.895	+3,5
Cash-flow laufendes Geschäft	20.612	16.232	+27,0
Investionstätigkeit laufendes Geschäft ⁴	16.199	16.455	-1,6
davon: Sachinvestitionen	11.040	10.271	+7,5
in % der Umsatzerlöse	6,3	5,9	
Entwicklungskosten (aktiviert)	4.021	2.615	+53,8
in % der Umsatzerlöse	2,3	1,5	
Netto-Cash-flow	4.413	-223	X
Netto-Liquidität am 31.12	16.869	10.573	+59,5

Das Vorjahr wurde aufgrund des geänderten IAS 19 angepasst.

Geprüfte Angaben entnommen aus dem Geschäftsbericht der VWAG für das am 31. Dezember 2013 endende Geschäftsjahr.

	1. Qua	rtal	
Finanzdaten nach IFRS, in Mio. €	2014	2013	%
Umsatzerlöse	47.831	46.565	+2,7
Operatives Ergebnis	2.855	2.344	+21,8
Ergebnis vor Steuern	3.357	2.688	+24,9
Ergebnis nach Steuern	2.468	1.946	+26,8
Ergebnisanteil der Aktionäre der Volkswagen AG	2.395	2.026	+18,2
Cash-flow laufendes Geschäft	1.498	2.549	-41,2
Investionstätigkeit laufendes Geschäft	2.924	2.429	+20,4
Konzernbereich Automobile ¹			
EBITDA ²	5.243	4.525	+15,9
Cash-flow laufendes Geschäft	2.251	3.528	-36,2
Investionstätigkeit laufendes Geschäft ³	2.302	3.942	-41,6
davon: Sachinvestitionen	1.625	1.672	-2,8
in % vom Umsatz	3,9	4,1	
Entwicklungskosten (aktiviert)	1.191	678	+75,6
in % vom Umsatz	2,8	1,6	
Netto-Cash-flow	-52	-414	-87,6
Netto-Liquidität am 31.3.	17.714	10.649	+66,3

Inklusive Zuordnung der Konsolidierung zwischen den Konzernbereichen Automobile und Finanzdienstleistungen.
 Operatives Ergebnis zuzüglich des Saldos aus Zu-/Abschreibungen auf Sachanlagen, aktivierte Entwicklungskosten, Vermietvermögen, Goodwill und Finanzanlagen gemäß Kapitalflussrechnung.

Ungeprüfte Angaben aus dem Zwischenbericht Januar-März 2014 der VWAG entnommen.

Eine Erklärung, dass sich die Aussichten der [Emittentin] [Garantin] eingetreten. seit dem Datum des letzten veröffentlichten geprüften Abschlusses nicht

Eine Erklärung, dass sich dem 31. Dezember 2013 sind keine wesentlichen nachteiligen Veränderungen in den Aussichten der VWAG [Emittentin] [Garantin] eingetreten.

Inklusive Zuordnung der Konsolidierung zwischen den Konzernbereichen Automobile und Finanzdienstleistungen.

Operatives Ergebnis zuzüglich des Saldos aus Zu-/Abschreibungen auf Sachanlagen, aktivierte Entwicklungskosten, Vermietvermögen, Goodwill und Finanzanlagen gemäß Kapitalflussrechnung.

Ohne Erwerb und Verkauf von Beteiligungen: EUR 14.497 Mio. (EUR 12.528 Mio.).

³ Ohne Erwerb und Verkauf von Beteiligungen: 1. Quartal 2.702 (2.208) Mio. €.

	verschlechtert haben, oder Beschreibung jeder wesentlichen Verschlechterung Eine Beschreibung wesentlicher Veränderungen bei Finanzlage oder Handelsposition der [Emittentin] [Garantin], die nach dem von den historischen Finanzinformationen abgedeckten Zeitraum	Entfällt; seit dem 31. März 2014 sind keine wesentlichen Veränderungen in der Finanzlage oder der Handelsposition der VWAG eingetreten.
B.13	Jüngste Entwicklungen	Die VWAG hat den Aktionären von Scania ein freiwilliges öffentliches Angebot zum Kauf aller bisher weder unmittelbar noch mittelbar von Volkswagen gehaltenen Scania A- und B-Aktien unterbreitet. Das Angebot für die 298.910.903 Aktien beläuft sich auf 200 SEK je Anteilsschein. Die Angebotsfrist begann am 17. März 2014 und lief bis zum 25. April 2014. Die Zahl der zum Ende der Annahmefrist am 25. April 2014 angedienten Aktien beträgt zusammen mit den Aktien, die von Volkswagen bereits unmittelbar und mittelbar gehalten werden, insgesamt 706.028.689 Scania-Aktien, davon 389.937.855 A-Aktien und 316.090.834 B-Aktien. Dies entspricht einem Anteil von 88,25% der Scania-Aktien und einem Stimmrechtsanteil von 95,81%. Um den verbleibenden Scania-Aktionären mehr Zeit für die Annahme des Angebots zu geben, wurde die Annahmefrist bis zum 16. Mai 2014 verlängert. Sobald das Angebot in einem Umfang angenommen wurde, dass Volkswagen Inhaber von mehr als 90% aller Scania-Aktien wird, und die übrigen Vollzugsbedingungen weiterhin erfüllt sind, wird Volkswagen erklären, dass das Angebot unter keinerlei Bedingung mehr steht und das Angebot vollziehen. Nach diesem Vollzug wird Volkswagen einen Squeeze-out initiieren und veranlassen, dass die Scania-Aktien von der Börse genommen werden. Der Angebotspreis, der von Volkswagen für Scania-Aktien geboten wird, wird nicht erhöht werden. Das Angebot hat einen Gesamtwert von rund 6,7 Mrd. €. Volkswagen ist seit dem Jahr 2000 direkt und indirekt an der Scania AB beteiligt und hält aktuell insgesamt 89,2% der Stimmrechte und 62,6% am Kapital. Mit dem Angebot verfolgt Volkswagen das Ziel, den angestrebten integrierten Nutzfahrzeugkonzern zu vollenden.
B.14	Bitte Punkt B.5 zusammen m Angabe zur Abhängigkeit	it den unten stehenden Informationen lesen. Entfällt; die VWAG ist die Muttergesellschaft des Volkswagen
	von anderen Unternehmen innerhalb der Gruppe	Konzerns.
B.15	Beschreibung der Haupttätigkeiten der [Emittentin] [Garantin]	Die Hauptgeschäftstätigkeiten des Volkswagen Konzerns sind gebündelt in den Konzernbereichen Automobile und Finanzdienstleistungen. Der Konzernbereich Automobile entwickelt, produziert und verkauft Fahrzeuge. Im Konzernbereich Finanzdienstleistungen, sind die Händler- und Kundenfinanzierungen, das Leasing, das Banken- und

		Versicherungsgeschäft, das Flottenman. Mobilitätsangebote gebündelt.	agement sowie
B.16	Beteiligung; Beherrschungsverhältnis	Die Porsche Automobil Holding SE, Stuttgart Stimmrechte an der VWAG.	hält 50,73 % der
B.17	Kreditratings der	2013	2012 2011
	[Emittentin] [Garantin]	Standard & Poor's	
		Kurzfristig A-	2 A-2 A-2
		5 5	Λ- Α- Α-
		Ausblickpositiv Moody's Investors Service	e positive stable
		Kurzfristig P-	2 P-2 P-2
		Langfristig A	3 A3 A3
		Ausblickpositiv	e positive positive
B. 18	Beschreibung von Art	Standard & Poor's und Moody's haben ihren Sitz Gemeinschaft und sind gemäß der Verordnung (EG Europäischen Parlaments und des Rates vom 16. Statingagenturen, geändert durch Verordnung (EU) Europäischen Parlaments und des Rates vom 11. Mär Europäische Wertpapier und Marktaufsichtsbehörde wwebseite (www.esma.europa.eu/page/List-registered-ar Verzeichnis der nach der Ratingagentur-Vero Ratingagenturen. Dieses Verzeichnis wird innerhalb von Annahme eines Beschlusses gemäß Artikel 16, 17 oder Verordnung aktualisiert. Die Europäische Kommissie aktualisierte Verzeichnis im Amtsblatt der Europäischen Utagen nach der Aktualisierung.	Nr. 1060/2009 des eptember 2009 über Nr. 513/2011 des z 2011 registriert. Die eröffentlicht auf ihrer d-certified-CRAs) ein rdnung registrierten fünf Werktagen nach 20 der Ratingagenturon veröffentlicht das Jnion innerhalb von 30
B. 10	und Umfang der Garantie	pünktliche Zahlung der Beträge, die dem etwaigen Zinsen der jeweiligen Schul entsprechen, die von der Volkswagen Inte N.V. ("VIF"), VW Credit, Inc. ("VCI") und VV Inc. / Crédit VW Canada, Inc. ("VCCInternational Luxemburg S.A. ("VIL") und Gesellschaft m.b.H. ("Porsche Holding") begr	Kapital und den dverschreibungen rnational Finance V Credit Canada, CI"), Volkswagen Porsche Holding
B. 19	Zusammenfassende	Siehe vorstehende Angaben unter B.1 bis E	.18 in Bezug auf
	Angaben zum	VWAG als Garantin.	
	Garantiegeber		

Abschnitt C - Wertpapiere

Punkt		
C.1	Gattung und Art der Wertpapiere,	Gattung
	einschließlich der Wertpapierkennnummer (WKN)	Die Schuldverschreibungen sind nicht nachrangig und nicht besichert.
		Emission von Serien
		Die Schuldverschreibungen werden unter der Seriennummer [•], Tranchennumer [•] ausgegeben.
		Wertpapierkennnummer
		[Vorläufige] ISIN: [•]
		[Vorläufiger] Common Code: [•]
		[Vorläufige] WKN: [•]
		[Vorläufige] [Andere: [•]]
C.2	Währung der Wertpapieremission	Die Schuldverschreibungen sind in [•] begeben
C.5	Beschränkungen der freien Übertragbarkeit	Entfällt. Die Schuldverschreibungen sind frei übertragbar.
C.8	Rechte, die mit den Schuldverschreibungen verbunden sind, Rangfolge der Schuldverschreibungen und Einschränkungen der mit den Schuldverschreibungen verbundenen Rechte	Rechte, die mit den Schuldverschreibungen verbunden sind Jeder Inhaber von Schuldverschreibungen hat aus ihnen das Recht, Zahlungen von Kapital und, sofern anwendbar, Zinsen von der Emittentin zu verlangen, wenn diese Zahlungen gemäß den Anleihebedingungen fällig sind. Status der Schuldverschreibungen (Rangfolge) Die Schuldverschreibungen stellen ungesicherte, nicht nachrangige Verbindlichkeiten der Emittentin dar, die untereinander und mit allen anderen ungesicherten und nicht nachrangigen Verbindlichkeiten der Emittentin gleichrangig sind, soweit diesen Verbindlichkeiten nicht durch zwingende Bestimmungen ein Vorrang eingeräumt wird. [Garantie Ausgestellte Schuldverschreibungen von VIF, VCI, VCCI, VIL und Porsche Holding werden den Vorteil einer vorgegebenen Garantie und Negativverpflichtung seitens VWAG besitzen (die "Garantie"). Die Garantie stellt eine unwiderrufliche, ungesicherte und nicht nachrangige Verbindlichkeit des Garantiegebers dar, die mit allen anderen ungesicherten und nicht nachrangigen Verbindlichkeiten des Garantiegebers gleichrangig ist.] Rückzahlung Soweit nicht zuvor bereits zurückgezahlt oder angekauft und entwertet, werden die Schuldverschreibungen zu ihrem Nennbetrag am Fälligkeitstag zurückgezahlt. [Falls keine vorzeitige Rückzahlung nach Wahl der Emittentin oder der Gläubiger, einfügen: Die Schuldverschreibungen sind nicht vor

Ablauf ihrer festgelegten Laufzeit (außer aus steuerlichen Gründen oder bei Eintritt eines Kündigungsereignisses) rückzahlbar.]

[Falls eine vorzeitige Rückzahlung nach Wahl der Emittentin oder der Gläubiger, einfügen: Vorzeitige Rückzahlung

Die Schuldverschreibungen sind vor Ablauf ihrer festgelegten Laufzeit nach Wahl [der Emittentin] [und] [der Gläubiger] aus steuerlichen Gründen oder bei Eintritt eines Kündigungsereignisses rückzahlbar.]

Rückzahlung aus Steuergründen

[Außer in dem oben beschriebenen Fall der "Vorzeitigen Rückzahlung"] ist eine vorzeitige Rückzahlung der Schuldverschreibungen aus steuerlichen Gründen nur zulässig, falls die Emittentin [oder die Garantin] zur Zahlung zusätzlicher Beträge auf die Schuldverschreibungen als Folge einer Änderung der deutschen [, niederländischen, U.S amerikanischen, kanadischen, luxemburger oder österreichischen] Steuergesetze verpflichtet ist.

Negativerklärung

Die Bedingungen der Schuldverschreibungen enthalten eine Negativverpflichtung.

Kündigungsgründe

Die Anleihebedingungen der Schuldverschreibungen sehen Kündigungsgründe vor, die die Gläubiger berechtigen, die unverzügliche Rückzahlung der Schuldverschreibungen zu verlangen.

Gläubigerversammlung

Die Anleihebedingungen enthalten Bestimmungen zu Gläubigerbeschlüssen.

C.9 Bitte Punkt C.8. zusammen mit den unten stehenden Informationen lesen.

Zinssatz /
Festverzinsliche
Schuldverschreibungen/
Variabel verzinsliche
Schuldverschreibungen /
NullkuponSchuldverschreibungen /

Schuldverschreibungen / Fälligkeitstag / Rendite

Verzinsung

[Falls festverzinsliche Schuldverschreibungen, einfügen: Die Schuldverschreibungen werden vom [•] an, zu einem festen Zinssatz von [•] Prozent per annum, nachträglich zahlbar am [•] verzinst.]

[Falls variabel verzinsliche Schuldverschreibungen, einfügen: Die Schuldverschreibungen werden für Zeiträume ab dem [•] (einschließlich) bis zum ersten Zinszahlungstag (ausschließlich), danach von jedem Zinszahlungstag (einschließlich) bis zum nächstfolgenden Zinszahlungstag (ausschließlich) bezogen auf ihren Nennwert verzinst. Die Zinsen der Schuldverschreibungen sind an jedem Zinszahlungstag zu entrichten. Der Zinssatz für jede Zinsperiode (wie nachstehend definiert) ist, der Angebotssatz (ausgedrückt als Prozentsatz per annum) für Einlagen in der festgelegten Währung für die jeweilige Zinsperiode, der auf der Bildschirmseite am Zinsfestlegungstag (wie nachstehend definiert) gegen 11.00 Uhr [(Brüsseler Ortszeit)] [(Londoner Ortszeit)] angezeigt wird [[zuzüglich] [abzüglich] der Marge (wie nachstehend definiert)], wobei alle Festlegungen durch die Berechnungsstelle erfolgen]

["Marge" ist [•]]

		"Zinszahlungstag" ist [•]
		"Zinsperiode" ist [•]
		"Zinsfestlegungstag" bezeichnet den [falls die Festlegung am ersten Tag der Zinsperiode erfolgt, einfügen: [ersten] [Londoner] [TARGET] [zutreffende andere Bezugnahmen einfügen] Geschäftstag] [falls die Festlegung nicht am ersten Tag der Zinsperiode erfolgt, einfügen: [zweiten] [zutreffende andere Zahl von Tagen einfügen] [Londoner] [TARGET] [zutreffende andere Bezugnahmen einfügen] Geschäftstag vor Beginn] der jeweiligen Zinsperiode. ["[Londoner] [zutreffenden anderen Ort einfügen] Geschäftstag" bezeichnet einen Tag (außer einem Samstag oder Sonntag), an dem Geschäftsbanken in [London] [zutreffenden anderen Ort einfügen] für Geschäfte (einschließlich Devisen- und Sortengeschäfte) geöffnet sind.] ["TARGET-Geschäftstag" bezeichnet einen Tag, an dem TARGET geöffnet ist.]
		[Falls Nullkupon-Schuldverschreibungen, einfügen: Die Schuldverschreibungen sind zinsfrei.]
		Fälligkeitstag
		Soweit nicht zuvor bereits ganz oder teilweise zurückgezahlt oder angekauft und entwertet, werden die Schuldverschreibungen zu ihrem Rückzahlungsbetrag am [•] zurückgezahlt.
		[Falls fest verzinsliche Schuldverschreibungen, einfügen: Rendite
		Die Rendite entspricht [•] % per annum.
		Vertreter der Inhaber der Schuldverschreibungen
		[Entfällt; in den Anleihebedingungen ist kein gemeinsamer Vertreter bestimmt.] [•]
C.10	Bitte Punkt C.9. zusammen mit den unten stehenden Informationen lesen.	
	Erläuterung wie der Wert der Anlage beeinflusst wird, falls die Schuldverschreibungen eine derivative Komponente bei der Zinszahlung aufweisen	Entfällt. Die Zinszahlung weist keine derivative Komponente auf.
C.11	Einführung in einen regulierten Markt oder einem gleichwertigen Markt	[Für die unter dem Programm begebenen Schuldverschreibungen ist ein Antrag auf Notierung im offiziellen Kursblatt der Luxemburger Wertpapierbörse und auf Zulassung zum Börsenhandel im regulierten Markt der Luxemburger Wertpapierbörse gestellt worden.]
		[Entfällt. Die Emittentin beabsichtigt nicht einen Antrag auf Handel der Schuldverschreibungen an einer Börse zu stellen.]
C.21	Angabe des Markts, an dem die Schuldverschreibungen künftig gehandelt werden und für den ein Prospekt veröffentlicht wurde	[Für die unter dem Programm begebenen Schuldverschreibungen ist ein Antrag auf Listung in dem offiziellen Verzeichnis der Luxemburger Wertpapierbörse und auf Zulassung zum Börsenhandel im regulierten Markt der Luxemburger Wertpapierbörse gestellt worden.] [Entfällt. Die Emittentin beabsichtigt nicht einen Antrag auf Handel der
		Schuldverschreibungen an einer Börse zu stellen.]

Abschnitt D - Risiken

Punkt		
D.2	Zentrale Angaben zu den	Gesamtwirtschaftliche Risiken
	zentralen Risiken, die der Volkswagen Aktiengesellschaft eigen sind	
		Branchenrisiken
		In bestimmten Märkten/Ländern existieren hohe Zollbarrieren oder es gelten Mindestanforderungen an die lokale Fertigung. Durch diese Beschränkungen wird eine größere Ausweitung des Absatzvolumens erschwert. Erhebliche Risiken ergeben sich auch aus dem konjunktur- und wettbewerbsbedingten Preisverfall und nicht ausgelasteten Produktionskapazitäten.
		Risiken aus Forschung und Entwicklung
		Der zukünftige Erfolg des Volkswagen Konzerns ist daran gekoppelt den Kundenansprüchen rechtzeitig mit neuen Produkten zu begegnen.
		Risiken aus der Beschaffung
		Die Schlechtleistung von Zulieferern, insbesondere aufgrund der finanziellen Auswirkungen von Krisen und Insolvenzen, sowie die Entwicklung der Energie- und Rohstoffpreise können sich ebenso nachteilig auf das Geschäft des Volkswagen Konzerns auswirken.
		Produktionsrisiken
		Die Unruhe an den weltweiten PKW-Märkten, die aus dem Einbruch der Weltwirtschaft resultierte, führte an den Produktionsstandorten des Volkswagen Konzerns zu erheblichen Stückzahlschwankungen einzelner Fahrzeugmodelle. Wegen der instabilen Absatzmärkte sind Prognosen in Bezug auf Einbauraten von Ausstattungsmerkmalen beziehungsweise Komponenten risikobehaftet.
		Risiken aus langfristiger Fertigung
		Risiken können sich aus Mängeln in der Vertragsgestaltung, Fehlern in der Auftragskalkulation, veränderten wirtschaftlichen und technischen Bedingungen nach Vertragsabschluss sowie Schwächen in der Projektsteuerung und unzureichenden Leistungen der Sublieferanten ergeben
		Risiken aus Nachfrageveränderungen
		Die Finanzmarktkrise, Unsicherheiten über zukünftige wirtschaftliche Entwicklungen, gestiegene Kraftstoff- und Energiepreise und Unsicherheiten bezüglich der künftigen Besteuerung von CO ₂ -Emissionen sowie andere psychologische Faktoren können zu einer unerwarteten Kaufzurückhaltung führen. Daraus können sich negative Entwicklungen auf das Finanzergebnis des Volkswagen

Konzerns ergeben.

Abhängigkeit vom Großkundengeschäft

Das Großkundengeschäft ist weiterhin durch eine zunehmende Konzentration und Internationalisierung gekennzeichnet. Daraus folgende Effekte könnten negative Auswirkungen auf die Finanzlage des Volkswagen Konzerns haben.

Qualitätsrisiken

Wachsende Produktionsvolumina, die steigende Komplexität der Fahrzeuge und die Einführung neuer umweltfreundlicher Technologien stellt die Qualitätssicherung vor neue Herausforderungen insbesondere in den automobilen Wachstumsregionen. Rückrufe können erhebliche Kosten verursachen und negative Auswirkungen auf das Image des Volkswagen Konzerns haben.

Personalrisiken

Personalrisiken können aus hohem Personalwechsel, ungenügender Verfügbarkeit von Personal, unzureichender Personalqualifikation und menschlich bedingten Fehlern resultieren.

IT Risiken

Die IT (Informationstechnologie) wird Risiken ausgesetzt. Diese kommen zur Geltung, wenn ein oder mehrere Sicherheitsziele wie Vertraulichkeit, Integrität oder Verfügbarkeit von Daten und Dienstleistungen, durch Schwachstellen sowohl in der Organisation als auch in der Nutzung beziehungsweise Verwaltung der IT-Systeme bedroht werden.

Umweltschutzrechtliche Auflagen

Der Volkswagen Konzern ist verpflichtet, eine Vielzahl von umweltschutzrechtlichen Auflagen zu befolgen. Emissionslimits existieren für neue Pkw und leichte Nutzfahrzeuge innerhalb von Europa. Schwere Nutzfahrzeuge, die ab 2014 genutzt werden, unterliegen bereits strengeren Emissionsanforderungen gemäß EU Verordnungen. Außerdem ist die Allokationsmethode für Emissionszertifikate in 2013 fundamental geändert worden, als die Europäische Kommission sich entschloss, anfänglich einen Anteil an Zertifikaten, die versteigert werden sollten, einzubehalten. Aufgrund dieser temporären Fehlmenge von Zertifikaten während der Handelsperiode kann es zu Preisanstiegen kommen.

Rechtsfälle

Die Volkswagen AG und die Unternehmen, an denen sie direkt oder mittelbar beteiligt ist, sind in Rechtstreitigkeiten und behördlichen Verfahren beteiligt, aus denen sich Zahlungs- und andere Verpflichtungen ergeben können.

Strategien zur Absicherung im Finanzbereich

Die Geschäftstätigkeit des Volkswagen Konzerns birgt Finanzrisiken, die sich aus der Veränderung von Zinssätzen, Währungskursen und Rohstoffpreisen sowie Fondspreisen und dem Ausfall von Kontrahenten ergeben können.

Risiken aus Finanzinstrumenten

Aufgrund der Kanalisierung von überschüssiger Liquidität in Kapitalanlagen entstehen Adressausfallrisiken.

Liquiditätsrisiken

Der Volkswagen Konzern ist angewiesen auf die Aufnahme von Fremdkapital von Banken oder über die nationalen und internationalen Finanzmärkte. Eine gescheiterte Fremdkapitalbeschaffung zur Refinanzierung eines Liquiditätsbedarfs des Volkswagen Konzerns könnte jederzeit die Zahlungsfähigkeit gefährden.

Restwertrisiken im Finanzdienstleistungsgeschäft

Im Volkswagen Financial Services Geschäft tritt ein Restwertrisiko auf, wenn der geschätzte Verkaufswert eines gemieteten Gegenstands bei Vertragsablauf geringer ist als der bei Vertragsabschluss vereinbarte Restwert.

Risiko im Zusammenhang mit Unternehmensübernahmen und Unternehmensbeteiligungen

In der jüngsten Vergangenheit hat der Volkswagen Konzern bedeutende Übernahmen durchgeführt und die Möglichkeit nicht ausgeschlossen, auch in Zukunft Unternehmen oder Unternehmensanteile zu erwerben. Unternehmensübernahmen sind typischerweise mit signifikanten Investitionen und Risiken verbunden.

Sonstige Einflüsse

Risiken, die derzeit noch nicht vorhersehbar sind, können einen negativen Einfluss auf die zukünftige Entwicklung des Volkswagen Konzerns nehmen. Dieses umfasst beispielhaft Naturkatastrophen, Epidemien und Terroranschläge.

[D.2 Zentrale Angabe zu den zentralen Risiken, die der Volkswagen International Finance N.V. eigen sind

Adressenausfallrisiko

Unter Adressenausfallriskio werden mögliche Wertverluste aufgrund des Ausfalls eines Kunden oder Bonitätsverschlechterung verstanden. Es wird unterschieden zwischen dem Kreditrisiko, dem Kontrahentenrisiko, dem Länderrisiko und dem Anteilseignerrisiko

Kreditrisiko

Das Kreditrisiko beschreibt das Risiko eines Teilverlusts oder eines vollständigen Verlustes der vereinbarten Zinszahlung oder Hauptzahlung des Schuldners. Die Hauptursachen aus denen Kreditrisiko resultieren kann sind Darlehen an die Gruppe oder Joint Venture Gesellschaften und Bankeinlagen sowie Währungs- und zinsswap.

Kontrahentenrisiko

Das Kontrahentenrisiko entsteht bei Tages- und Termingeldinvestitionen die im Interbank-Sektor getätigt werden sowie be Transaktionen mit Derivaten.

Länderrisiko

Länderrisiko beinhaltet Risiken, welche im Rahmen von internationalen Geschäften, nicht vom Vertragspartnern selbst sondern aus ausländischen Investitionen resultieren.

Anteilseignerrisiko

Als Anteilseignerrisiko wird als Risiko definiert, dass Verluste das Beteiligungsbuchwert negativ beeinflussen können.

Marktrisiko

Das Marktrisiko bezeichnet den potenziellen Verlust aufgrund nachteiliger Veränderungen von Marktpreisen oder den Preis beeinflussenden Parametern. Die Marktrisiken werden in Zinsänderungsrisiko und Währungsrisiko unterteilt.

Zinsrisiko

Zinsrisiko beinhaltet potentielle Verluste aufgrund von Änderungen der Marktkurse. Diese Risiken resultieren aus fristeninkongruenter Refinanzierung und aus unterschiedlichen Zinselastizitäten der einzelnen Aktivund Passivposten.

Währungsrisiko

Währrungsrisiko beschreibt eine mögliche negative Entwicklung des Wechselkurses einer ausländischen Währung in Bezug zum Euro, welche die Basiswährung von VIF ist.

Liquiditätsrisiken

Das Liquiditätsrisiko beschreibt das Risiko, den Zahlungsverpflichtungen nicht termingerecht oder nicht in voller Höhe nachkommen zu können.

Refinanzierungsrisiko

Das Refinanzierungsrisiko betrifft das Risiko einer Verminderung des Geschäftsvolumens infolge unzureichender Refinanzierungsmöglichkeiten.

Operationelle Risiken

Die Operationellen Risiken werden als die Gefahr von Verlusten definiert, die infolge der Unangemessenheit oder des Versagens von internen Prozessen (Prozessrisiken), Mitarbeitern (Personalrisiken) oder Technologie (Infrastrukturund IT Risiken) eintreten. Die Definitionen dieser drei Risikokategorien schließen die jeweiligen Rechtsrisiken ein. Strategische Risiken und Reputationsrisiken werden unter Operationellen Risiken nicht betrachtet.

IT- und Systemrisiken

Die IT (Informationstechnologie) ist Risiken ausgesetzt. Diese kommen zur Geltung, wenn ein oder mehrere Sicherheitsziele wie Vertraulichkeit, Integrität oder Verfügbarkeit von Daten und Dienstleistungen, durch Schwachstellen sowohl in der Organisation als auch in der Nutzung beziehungsweise Verwaltung der IT-Systeme bedroht werden.

Personalrisiken

Personalrisiken können aus hohem Personalwechsel, ungenügender Verfügbarkeit von Personal, unzureichender Personalqualifikation und menschlich bedingten Fehlern resultieren.

Rechtliche Risiken

Rechtliche Risiken können als plötzlich eintretende und unerwartete Änderungen im nationalen Recht definiert werden, welche der lokalen Regierung ermöglicht entweder teilweise oder vollständig die Kontrolle über die Vertragspartner von VIF zu erlangen. Solche Vertragspartner sind Banken, verbundene Konzernunternehmen, Tochtergesellschaften, die Muttergesellschaft der VIF oder VIF selbst.]

[D.2 Zentrale Angabe zu den zentralen Risiken, die der VW Credit, Inc. eigen sind

Adressenausfallrisiko

Das Adressenausfallrisiko ist definiert als möglicher Wertverlust aufgrund des Ausfalls eines Kunden, Händlers oder anderer Personen, oder der Bonitätsverschlechterung dieser Person bzw. des Unternehmens. Dabei wird zwischen dem Kreditrisiko und dem Kontrahentenrisiko, also des Risikos des Ausfalls eines Vertragspartners, unterschieden.

Marktpreisrisiko

Das Marktpreisrisiko bezeichnet den potenziellen Verlust aufgrund nachteiliger Veränderungen von Marktpreisen oder Preis beeinflussenden Parametern.

Liquiditätsrisiko

Das Liquiditätsrisiko beschreibt die verminderte Verfügbarkeit von Geldmitteln und das Risiko, nicht in der Lage zu sein, Zahlungsverpflichtungen pünktlich oder überhaupt zu erfüllen.

Refinanzierungsrisiko

Refinanzierungsrisiko meint, dass VW Credit, Inc. ("VCI") außerstande sein könnte, adäquate Finanzierungsquellen beizubehalten, wodurch VCI's finanzielle Lage beeinträchtigt werden könnte.

Operationelles Risiko

Operationelles Risiko ist die Gefahr von Verlusten, die infolge der Unangemessenheit oder des Versagens von internen Prozessen, Mitarbeitern und Systemen eintreten.

IT und Systemrisiko

Die IT (Informationstechnologie) ist Risiken ausgesetzt, die auftreten, wenn ein oder mehrere grundsätzliche Sicherheitsziele durch Schwachstellen bedroht werden.

Personalrisiko

Personalrisiko ist die Gefahr hoher Mitarbeiterfluktuation, ungenügender Verfügbarkeit von Mitarbeitern, unzureichender Mitarbeitergualifikation und menschlich bedingten Fehlern.

Rechtsrisiko

Das Rechtsrisiko beschreibt das Risiko eines potentiellen Verlustes auf Grund der Ungewissheit von Rechtsstreitigkeiten oder der Nichteinhaltung von gesetzlichen oder behördlichen Anforderungen.

Sonstige Risiken

Restwertrisiko

Das Restwertrisiko ist der mögliche Verlust der dadurch entsteht, dass der zu Beginn eines Leasingvertrages geschätzte Restwert eines Fahrzeugs größer ist als der nach Verkauf erzielte effektive Marktwert des nach Vertragsablaufs zurückgegebenen Fahrzeugs.

Verkauf von Fahrzeugen

Das Volumen der durch die Volkswagen Group of America, Inc. ("VWGoA") verkauften Fahrzeuge ist von verschiedenen Marktbedingungen abhängig, was wiederum nachteilige Auswirkungen auf VCI's Geschäft haben kann.

Wettbewerb

Steigender Wettbewerbsdruck kann nachteilige Auswirkungen auf VCI's Auftragsvolumen, Marktanteil, Erlöse und Margen haben.

Katastrophenrisiko

Das Auftreten und der Schweregrad von Katastrophen kann VCI's Geschäft, Einnahmen und finanzielle Lage nachteilig betreffen.

Abhängigkeit von VW Credit, Inc.'s Muttergesellschaft

Verschiedene Aspekte des Geschäfts der VWGoA und andere die VWGoA und ihre Mitarbeiter betreffende Faktoren können VCI's Profitabilität und finanzielle Lage wesentlich beeinträchtigen.

[D.2 Zentrale Angabe zu den zentralen Risiken, die der VW Credit Canada, Inc. / Crédit VW Canada, Inc. eigen sind

Adressenausfallrisiko

Das Adressenausfallrisiko ist definiert als möglicher Wertverlust aufgrund des Ausfalls eines Kunden, Händlers oder anderer Personen, oder der Bonitätsverschlechterung dieser Person bzw. des Unternehmens. Dabei wird zwischen dem Kreditrisiko und dem Kontrahentenrisiko, also des Risikos des Ausfalls eines Vertragspartners, unterschieden.

Marktpreisrisiko

Das Marktpreisrisiko bezeichnet den potenziellen Verlust aufgrund nachteiliger Veränderungen von Marktpreisen oder Preis beeinflussenden Parametern.

Liquiditätsrisiko

Das Liquiditätsrisiko beschreibt die verminderte Verfügbarkeit von Geldmitteln und das Risiko, nicht in der Lage zu sein, Zahlungsverpflichtungen pünktlich oder überhaupt zu erfüllen.

Refinanzierungsrisiko

Refinanzierungsrisiko meint, dass VW Credit Canada, Inc. /

Crédit VW Canada, Inc. ("VCCI") außerstande sein könnte, adäquate Finanzierungsquellen beizubehalten, wodurch VCCI's finanzielle Lage beeinträchtigt werden könnte.

Operationelles Risiko

Operationelles Risiko ist die Gefahr von Verlusten, die infolge der Unangemessenheit oder des Versagens von internen Prozessen, Mitarbeitern und Systemen eintreten.

IT und Systemrisiko

Die IT (Informationstechnologie) ist Risiken ausgesetzt, die auftreten, wenn ein oder mehrere grundsätzliche Sicherheitsziele durch Schwachstellen bedroht werden.

Personalrisiko

Personalrisiko ist die Gefahr hoher Mitarbeiterfluktuation, ungenügender Verfügbarkeit von Mitarbeitern, unzureichender Mitarbeiterqualifikation und menschlich bedingten Fehlern.

Rechtsrisiko

Das Rechtsrisiko beschreibt das Risiko eines potentiellen Verlustes auf Grund der Ungewissheit von Rechtsstreitigkeiten oder der Nichteinhaltung von gesetzlichen oder behördlichen Anforderungen.

Sonstige Risiken

Restwertrisiko

Das Restwertrisiko ist der mögliche Verlust der dadurch entsteht, dass der zu Beginn eines Leasingvertrages geschätzte Restwert eines Fahrzeugs größer ist als der nach Verkauf erzielte effektive Marktwert des nach Vertragsablaufs zurückgegebenen Fahrzeugs.

Verkauf von Fahrzeugen

Das Volumen der durch die Volkswagen Group Canada Inc. ("VWGC") verkauften Fahrzeuge ist von verschiedenen Marktbedingungen abhängig, was wiederum nachteilige Auswirkungen auf VCCI's Geschäft haben kann.

Wettbewerb

Steigender Wettbewerbsdruck kann nachteilige Auswirkungen auf VCCI's Auftragsvolumen, Marktanteil, Erlöse und Margen haben.

Katastrophenrisiko

Das Auftreten und der Schweregrad von Katastrophen kann VCCI's Geschäft, Einnahmen und finanzielle Lage nachteilig betreffen.

Abhängigkeit von VW Credit Canada, Inc.'s verbundenen Gesellschaften

Verschiedene Aspekte des Geschäfts der VWGC und der Audi Canada Inc. sowie andere die VWGC und ihre Mitarbeiter betreffende Faktoren können VCCI's Profitabilität und finanzielle Lage wesentlich beeinträchtigen.]

[D.2	Zentrale Angabe zu den
	zentralen Risiken, die
	der Volkswagen
	International Luxemburg
	S.A. eigen sind

Adressenausfallrisiko

Unter Adressenausfallriskio werden mögliche Wertverluste aufgrund des Ausfalls eines Kunden oder Bonitätsverschlechterung verstanden. Es wird unterschieden zwischen dem Kreditrisiko, dem Kontrahentenrisiko, dem Länderrisiko und dem Anteilseignerrisiko.

Marktpreisrisiko

Das Marktpreisrisiko bezeichnet den potenziellen Verlust aufgrund nachteiliger Veränderungen von Marktpreisen oder den Preis beeinflussenden Parametern. Die Marktrisiken werden in Zinsänderungsrisiko und Währungsrisiko unterteilt.

Liquiditätsrisiken

Das Liquiditätsrisiko beschreibt das Risiko, den Zahlungsverpflichtungen nicht termingerecht oder nicht in voller Höhe nachkommen zu können.

Refinanzierungsrisiko

Das Refinanzierungsrisiko betrifft das Risiko einer Verminderung des Geschäftsvolumens infolge unzureichender Refinanzierungsmöglichkeiten.

Operationelle Risiken

Die Operationellen Risiken werden in der VIL als die Gefahr von Verlusten definiert, die infolge der Unangemessenheit oder des Versagens von internen Prozessen (Prozessrisiken), Mitarbeitern (Personalrisiken) oder Technologie (Infrastrukturund IT Risiken) eintreten. Die Definitionen dieser drei Risikokategorien schließen die jeweiligen Rechtsrisiken ein. Strategische Risiken und Reputationsrisiken werden unter Operationellen Risiken nicht betrachtet.]

[D.2 Zentrale Angabe zu den zentralen Risiken, die der Porsche Holding Gesellschaft m.b.H. eigen sind

Die wesentlichen Risiken, denen die Porsche Holding Gesellschaft m.b.H. ausgesetzt ist, gliedern sich wie folgt:

Gesamtwirtschaftliche Risiken

Das Hauptrisiko für die mittelfristige Entwicklung der Weltwirtschaft besteht in einer Phase schwachen Wachstums. Erhebliche Risiken resultieren auch aus einer angespannten Situation an den Finanzmärkten, nicht ausgelasteten Produktionskapazitäten und sich schwach entwickelnden internationalen Arbeitsmärkten.

Risiken aus Nachfrageveränderungen

Faktoren wie die Finanzmarktkrise, hohe Kraftstoffpreise und Unsicherheiten bezüglich der künftigen Besteuerung von CO₂-Emissionen können zu einer unerwarteten Kaufzurückhaltung führen. Daraus können sich negative Entwicklungen auf das Finanzergebnis des Porsche Holding Konzerns ergeben.

Risiken aus der Markenwahrnehmung

Die Gesamtwahrnehmung der vom Porsche Holding Konzern angebotenen Kraftfahrzeuge oder die rückläufige Nachfrage dieser Marken kann den Porsche Holding Konzern beeinträchtigen und erhebliche negative Auswirkungen auf die

geschäftlichen Aussichten, Finanz- und Ertragslagen haben.

Risiko aus steigendem Wettbewerb

Steigender Wettbewerb kann nachteilige Auswirkungen auf das Auftragsvolumen des Porsche Holding Konzerns haben sowie zu Marktanteilsverlusten und rückläufigen Umsätzen führen. Dies kann den Porsche Holding Konzern beeinträchtigen und erhebliche negative Auswirkungen auf die geschäftlichen Aussichten, Finanz- und Ertragslagen haben.

Operationelle Risiken

Operationelle Risiken ergeben sich infolge der Unangemessenheit oder des Versagens von internen Prozessen, Mitarbeitern und der von außen kommenden Einwirkungen.

Adressenausfallrisiko

Das Adressenausfallrisiko ist definiert als möglicher Wertverlust aufgrund des Ausfalls eines Vertragspartners oder der Bonitätsverschlechterung dieser Person bzw. des Unternehmens.

Liquiditätsrisiken

Das Liquiditätsrisiko beschreibt das Risiko, den Zahlungsverpflichtungen nicht pünktlich oder überhaupt nicht zu erfüllen.

Refinanzierungsrisiko

Refinanzierungsrisiko meint, dass der Porsche Holding Konzern außerstande sein könnte, adäquate Finanzierungsquellen beizubehalten, wodurch die finanzielle Lage des Porsche Holding Konzerns beeinträchtigt werden könnte.

Strategien zur Absicherung im Finanzbereich

Die Geschäftstätigkeit des Porsche Holding Konzerns birgt Finanzrisiken, die sich aus der Veränderung von Zinssätzen, Währungskursen, Rohstoffpreisen sowie Aktien- und Fondspreisen ergeben können.

Risiken im Zusammenhang von Vereinbarungsverletzungen bei Finanzierungsvereinbarungen des Porsche Holding Konzerns

Eine Verletzung von bestimmten Vereinbarungen, Zusicherungen oder Gerwährleistungen Finanzierungsvereinbarungen durch den Porsche Holding Konzern kann zum Verzug sowie zum Drittverzug bei anderen Finanzierungsvereinbarungen führen. Sowohl derartige Vertragsverletzungen als auch der Drittverzug können dazu führen. dass die Geschäftspartner Finanzierungsvereinbarungen forcieren und die sofortige Rückzahlung fällig stellen.

Restwertrisiko

Der Porsche Holding Konzern stimmt dem Rückkauf von Fahrzeugen zum jeweiligen Restwert zu. Obwohl

hochentwickelte Verfahren zur Ermittlung des Restwertes angewandt werden, gibt es keine Sicherheit dafür, dass alle wertbestimmenden Faktoren genau wiedergegeben oder beurteilt wurden.

IT Risiko

Die IT (Informationstechnologie) Systeme sind anfällig für eine Reihe von Problemen, wie etwa Virusinfektionen, böswilligen Hackern, Datendiebstahl, Sachschäden an wichtigen IT-Zentren, Ausfall von Soft- bzw. Hardware.

Schlüsselpersonal / Management Risiko

Schlüsselpersonal / Management Risiko folgt aus der unzureichenden Verfügbarkeit von Personal mit wertvoller Expertise und Erfahrung.

Rechtsrisiko

Das Rechtsrisiko beschreibt das Risiko der Nichteinhaltung von gesetzlichen oder behördlichen Anforderungen und das Risiko der daraus resultierenden Haftung.

Risiko im Zusammenhang mit Unternehmensübernahmen und Unternehmensbeteiligungen

Der Porsche Holding Konzern kann den Entschluss fassen, weitere Akquisitionen zu tätigen, um seinen Wachstum zu komplemetieren. Jedes Akquisitionsgeschäft ist typischerweise mit signifikanten Investitionen und Risiken verbunden.

Steuerliche Risiken

Der Porsche Holding Konzern unterliegt den steuerlichen Gesetzen und Regelungen der Länder, in denen es operativ tätig ist. Steuerliche Risiken beinhalten Risiken im Zusammenhang mit Änderungen der Steuergesetzgebung, einschließlich der Einführung neuer Steuergesetze oder der Auslegung der Steuergesetze.

Risiken bei Instabilität ausländischer Jurisdiktionen

Bei Geschäften in Ländern oder mit Ländern, die etwa raschen politischen, wirtschaftlichen und sozialen Veränderungen ausgetzt sind, besteht eine zusätzliche Risikolage.

Abhängigkeit von der Konzernobergesellschaft des Porsche Holding Konzerns

Der Porsche Holding Konzern ist eine hundertprozentige Tochtergesellschaft der Volkswagen Aktiengesellschaft. Die Interessen der Volkswagen Aktiengesellschaft könnten den Interessen des Porsche Holding Konzerns entgegenstehen.

Abhängigkeit von den Wettbewerbsmarken des Volkswagen Konzerns

Die Mehrmarken Welt des Porsche Holding Konzerns umfasst den Betrieb von Autohäusern und Großhandelsaktivitäten für Wettbewerbsmarken des Volkswagen Konzerns. Da die Mehrmarken Welt einen wesentlichen Teil der Einnahmen des Porsche Holding Konzerns wiedergibt, könnte ein Wegfall dieser Aktivitäten oder der Verkauf von dazugehörenden Vermögenswerten eine erheblich nachteilige Auswirkung auf die Geschäftsaussichten sowie Ertrags- und Finanzlage des Porsche Holding Konzerns haben.

Der Porsche Holding Konzern ist nicht gegen alle Risiken versichert und die Versicherungen des Porsche Holding Konzerns könnten in ihrem Versicherungsschutz unzureichend sein, um tatsächlich entstandene Verluste abzudecken.

Die Tätigkeiten des Porsche Holding Konzerns unterliegen zahlreichen Betriebsrisiken, einschließlich, unter anderem Klimabedingungen, politischen Unruhen, terroristischen oder vergleichbaren Aktivitäten, Unterbrechung Stromversorgung, Umweltgefahren, technischen Ausfällen, Feuer, Explosionen und anderen Unglücksfällen. Diese Risiken und Gefahren können zu Schäden an Einrichtungen Konzerns, Personenschäden, Porsche Holding Todesfällen, Umweltschäden, Betriebsunterbrechungen und einer möglichen gesetzlichen Haftungspflicht führen. Nach dem Eintritt eines versicherten Risikos, könnten sich die Beitragszahlungen der Versicherung des Porsche Holding Konzerns deutlich erhöhen. Dies könnte eine nachteilige Auswirkung auf die Geschäftsaussichten, Finanz- und Ertragslage des Porsche Holding Konzerns haben.]

D.3 Zentrale Angaben zu den zentralen Risiken, die den Wertpapieren eigen sind

Schuldverschreibungen als nicht geeignetes Investment für jeden Anleger

Die Schuldverschreibungen sind unter Umständen nicht für jeden Anleger eine geeignete Kapitalanlage. Jeder potentielle Anleger in Schuldverschreibungen muss die Geeignetheit dieser Investition unter Berücksichtigung seiner eigenen Lebensverhältnisse einschätzen.

Liquiditätsrisiken

Es besteht keine Gewissheit, dass ein liquider Sekundärmarkt für Schuldverschreibungen entstehen wird, oder sofern er entsteht, dass er fortbestehen wird. In einem illiguiden Markt könnte es sein, dass ein Anleger Schuldverschreibungen nicht jederzeit zu angemessenen Marktpreisen veräußern kann. Die Möglichkeit, Schuldverschreibungen zu veräußern, kann darüber hinaus aus landesspezifischen Gründen eingeschränkt sein.

Marktpreisrisiko

Der Gläubiger von Schuldverschreibungen ist dem Risiko nachteiliger Entwicklungen der Marktpreise seiner Schuldverschreibungen sich ausgesetzt, welches verwirklichen kann, wenn dieser Gläubiger seine Schuldverschreibungen vor Endfälligkeit veräußert.

[Falls eine vorzeitige Rückzahlung nach Wahl der Emittentin, einzufügen: Risiko der Vorzeitigen Rückzahlung

Falls die Emittentin das Recht hat die Schuldverschreibungen vor Fälligkeit zu tilgen oder falls] [Falls] die Schuldverschreibungen auf Grund eines Ereignisses, wie sie in den Anleihebedingungen ausgeführt sind, vorzeitig getilgt werden, trägt der Gläubiger dieser Schuldverschreibungen

das Risiko, dass infolge der vorzeitigen Rückzahlung seine Kapitalanlage eine geringere Rendite als erwartet aufweisen wird. Außerdem können die Gläubiger im Vergleich zur ursprünglichen Kapitalanlage nur zu ungünstigeren Konditionen reinvestieren.]

Währungsrisiko

Der Gläubiger von Schuldverschreibungen, die auf eine fremde Währung lauten, ist dem Risiko ausgesetzt, dass Wechselkursschwankungen die Rendite und/oder den Rückzahlungsbetrag solcher Schuldverschreibungen beeinflussen können. Ferner können Regierungen undzuständige Behörden in der Zukunft Währungskontrollen einführen.

[Falls festverzinsliche Schuldverschreibungen: Festverzinsliche Schuldverschreibungen

Der Gläubiger von festverzinslichen Schuldverschreibungen ist dem Risiko ausgesetzt, dass der Kurs einer solchen festverzinslichen Schuldverschreibung infolge von Veränderungen des Marktzinssatzes fällt.]

[Falls variabel verzinsliche Schuldverschreibungen: Variabel verzinsliche Schuldverschreibungen

Der Gläubiger von variabel verzinslichen Schuldverschreibungen ist dem Risiko eines schwankenden Zinsniveaus und ungewisser Zinserträge ausgesetzt. Ein schwankendes Zinsniveau macht es unmöglich, die Rendite von variabel verzinslichen Schuldverschreibungen im Voraus zu bestimmen.]

[Falls Nullkupon-Schuldverschreibungen: Nullkupon-Schuldverschreibungen

Der Gläubiger von Nullkupon-Schuldverschreibungen ist dem Risiko ausgesetzt, dass der Kurs einer solchen Schuldverschreibung infolae von Veränderungen des Marktzinssatzes fällt. Der Preis von Nullkupon-Schuldverschreibungen ist volatiler als der Preis von Schuldverschreibungen festverzinslichen und wahrscheinlich stärker auf Schwankungen des Marktzinses als dies bei verzinslichen Schuldverschreibungen der Fall ist.]

FATCA

Die Zahlungen unter den Schuldverschreibungen der Emittentinnen können der U.S. Quellensteuer gemäß §§ 1471 bis 1474 des U.S. Internal Revenue Code (üblicherweise bezeichnet als "FATCA") unterliegen.

Änderungen der Anleihebedingungen durch Gläubigerbeschluss; Gemeinsame Vertretung

Ein Gläubiger ist dem Risiko ausgesetzt überstimmt zu werden und seine Rechte gegen die Emittentin für den Fall zu verlieren, dass andere Gläubiger durch Mehrheitsbeschluss gemäß dem Gesetz über Schuldverschreibungen aus Gesamtemission ("SchVG") beschließen, die Anleihebedingungen gemäß den Anleihebedingungen zu ändern. Für den Fall der Bestellung eines gemeinsamen Vertreters für alle Gläubiger, kann ein einzelner Gläubiger die

Möglichkeit verlieren seine Rechte, im Ganzen oder zum Teil, gegen die Emittentin geltend zu machen oder durchzusetzen.

[Im Fall, dass die Festgelegte Währung in den jeweils maßgeblichen Endgültigen Bedingungen als Renminbi angegeben ist, gelten zusätzlich folgende Risikofaktoren: Renminbi sind nicht frei umtauschbar

Renminbi sind derzeit nicht frei umtauschbar. Die Regierung der Volksrepublik China reguliert weiterhin den Umtausch zwischen Renminbi und Fremdwährungen. Es gibt keine Gewissheit, dass die eingeführten Pilotprojekte nicht abgebrochen werden bzw. dass die Volksrepublik China in Zukunft keine neuen Vorschriften erlässt, die zur Folge haben, dass die Verfügbarkeit von Renminbi beschränkt oder nicht mehr gegeben ist.

Renminbi sind außerhalb der Volksrepublik China nur begrenzt verfügbar

Als Folge der Beschränkungen der grenzüberschreitenden Renminbi-Geldflüsse durch die Volksrepublik China, ist deren Verfügbarkeit außerhalb der Volksrepublik China begrenzt. Dies kann Auswirkungen auf die Liquidität der Schuldverschreibungen sowie die Fähigkeit der Emittentin haben, Renminbi zu beziehen, um die Schuldverschreibungen bedienen zu können.

Anlagen in die Schuldverschreibungen unterliegen einem Währungsrisiko

Unter bestimmten Umständen ist die Emittentin berechtigt die Zahlungen auf die Schuldverschreibungen (ganz oder teilweise) in U.S.-Dollar zu begleichen.

Anlagen in die Schuldverschreibungen unterliegen Wechselkurs- und Zinsrisiken

Der Wert von Renminbi gegenüber dem Hong Kong Dollar und anderen Fremdwährungen schwankt und wird durch Veränderungen innerhalb der Volksrepublik China, durch international politische und wirtschaftliche Bedingungen und viele andere Faktoren, beeinflusst. Der Gegenwert der Zahlungen von Kapital und Zinsen in Renminbi hängt von den jeweils anwendbaren Wechselkursen ab.

Des Weiteren kann eine weitere Liberalisierung der Zinssätze durch die Regierung der Volksrepublik China die Zinsvolatilität erhöhen und die Handelspreise der Schuldverschreibungen können sich entsprechend der Schwankungen der Renminbi-Zinssätze verändern.

Zahlungen unter den Schuldschreibungen an die Anleger erfolgen nur in der in den Schuldverschreibungen angegebenen Art und Weise

Alle Zahlungen in Bezug auf die Schuldverschreibungen erfolgen ausschließlich durch Überweisung auf ein Renminbi-Bankkonto in Hong Kong. Die Emittentin ist nicht zur Zahlung auf eine andere Art und Weise verpflichtet (einschließlich in einer anderen Währung oder durch Überweisung auf ein Bankkonto in der Volksrepublik China).]

Abschnitt E - Angebot

Eleme nt		
E.2b	Gründe für das Angebot und Zweckbestimmung der Erlöse, sofern diese nicht in der Gewinnerzielung und/oder der Absicherung bestimmter Risiken liegen	[•]
E.3	Beschreibung der Angebots-konditionen	[Ausgabepreis] [Mindesstückelung] [Die Zeichnungsfrist ist vom [●] bis [●].] [Die Zeichnungsfrist kann verlängert oder verkürzt werden.] [Art der Bekanntmachung] [Weitere Angebotskonditionen sind [●].] [Länder, in denen die Schuldverschreibungen angeboten werden sollen]
E.4	Beschreibung aller für die Emission/das Angebot wesentlichen, auch kollidierenden Interessen	[•]
E.7	Schätzung der Ausgaben, die dem Anleger vom Emittenten oder Anbieter in Rechnung gestellt werden	[•]

RISK FACTORS

The following is a disclosure of risk factors that are material to the ability of VWAG, VIF, VCI, VCCI, VIL, and Porsche Holding to fulfil their respective obligations under the Notes and, in case of VWAG, under the Guarantee. Prospective investors should consider these risk factors before deciding to purchase Notes issued under the Programme.

The risks are not exhaustive. Prospective investors should consider all information provided in this Prospectus and consult their own professional advisers if they consider it necessary. In addition, investors should be aware that the risks described might combine and thus intensify one another.

In addition, prospective investors should be aware that the described risks may result in a significant decrease in the price of the Notes.

Risk Factors regarding Volkswagen Aktiengesellschaft

Risk Factors regarding Volkswagen Aktiengesellschaft and Volkswagen Group

In the following section specific risks arising from the business activities of the Volkswagen Group are explained.

Macroeconomic risks

One of the biggest risks to continued global economic growth consists primarily of the persistent structural deficits in developed economies. The unanswered questions surrounding the economic and institutional stability of the eurozone are particularly noteworthy in this context, as are the unresolved debt problems in many industrialized countries. In the eurozone, the situation of numerous financial institutions whose stability and ability to withstand a crisis remain in doubt is hindering sustained economic recovery.

Structural deficits also pose a risk to the growth of many emerging economies. Overindebtedness, reliance on capital inflows, violent clashes and corruption are some of the main threats to these countries' development. As the global economy becomes increasingly interconnected, declines in growth in key countries and regions often have an immediate impact on the state of the global economy and therefore pose a central risk. The trend in the large economies of Europe, the United States and China are especially important for global growth.

Geopolitical risks result primarily from tensions in the Middle East and North Africa and may impact negatively on global energy and commodity prices. In addition, a large number of local and regional conflicts pose a threat to the performance of both individual economies and entire regions.

Sector-specific risks

The growth markets of Asia, South America, and Central and Eastern Europe are particularly important in terms of the global trend in demand for passenger cars and commercial vehicles. Although these markets harbor considerable potential, the underlying conditions in some of the countries in these regions make it difficult to increase unit sales figures there. Some have high customs barriers or minimum local content requirements for domestic production, for example. Following the reduction in the number of new vehicles allowed to be registered in places such as Beijing, further restrictions on registrations could enter into force in other Chinese metropolitan areas as well. Furthermore, a potential global economic slowdown could impact negatively on consumer confidence in some of these countries. In addition, the Volkswagen Group cannot entirely rule out the possibility of freight deliveries being shifted from trucks to other means of transport and of demand for the Volkswagen Group's commercial vehicles falling as a result.

At the same time, if the economic and regulatory situation permits, there are opportunities for faster growth above and beyond current projections in emerging markets, where vehicle ownership rates are still low. The demand that builds up in established markets during a crisis could also lead to a strong recovery in these markets if the economic environments ease more quickly.

Price pressure in established automotive markets is a particular challenge for the Volkswagen Group as a supplier of volume and premium models due to its high level of market coverage. As the global economy is still under strain, competitive pressures are likely to remain high in the future. Some manufacturers will respond by offering incentives in order to meet their sales targets, putting the entire sector under additional pressure, particularly in Western Europe, the United States and China.

Western Europe is one of the Volkswagen Group's main sales markets. The combination of a drop in prices due to the economic climate and a fall in demand in this region would have a particularly strong impact on the Volkswagen Group's earnings. Outside Western Europe, the Volkswagen Group's overall delivery volumes are broadly diversified throughout the world. The Chinese market accounts for an increasing share.

The global economic climate deteriorated tangibly in 2013. The resulting challenges for the Volkswagen Group's trading and sales companies, such as efficient warehouse management and a profitable dealer network, are considerable. Financing business activities through bank loans remains difficult.

The Volkswagen Group continues to approve loans for vehicle finance on the basis of the same cautious principles applied in the past, taking into account the regulatory requirements of section 25a(1) of the German Banking Act (*Kreditwesengesetz*).

The Volkswagen Group may be exposed to increased competition in aftermarkets for two reasons: firstly, because of the provisions of the new Block Exemption Regulations, which have been in force for after-sales service since June 2010, and, secondly, because of the amendments included in EU Regulation 566/2011 dated June 8, 2011, which expand independent market participants' access to technical information.

The European Commission is planning to end design protection for visible vehicle parts. If this plan is actually implemented, it could adversely affect the Volkswagen Group's genuine parts business.

Research and development risks

The Volkswagen Group is conducting extensive trend analyses, customer surveys and scouting activities so as to adequately reflect its customers' requirements during product development. These measures should ensure that the Volkswagen Group identifies trends at an early stage and examines their relevance for customers.

Although the Volkswagen Group continuously and systematically monitors the progress of all projects and increasingly analyzes third-party industrial property rights, including in relation to communication technologies, there is a risk that it may not be possible to develop products or modules within the specified timeframe, to the required quality standards, or in line with cost specifications. Countermeasures initiated in the event that actual progress deviates from the original targets may not prove suitable.

Procurement risks

Although European demand for vehicles steadied during 2013, there are still considerable economic differences in the regional markets. These differences affect the Volkswagen Group's suppliers, especially those focused on Southern and Western Europe. In 2013, this situation once again contributed to a cautious stance on the part of investors. As a result, greater consideration was given to suppliers' financing options when making lending decisions. The Volkswagen Group's procurement risk management system continuously monitors changes at the suppliers' end and deploys a suite of different measures in the event of any negative developments. This allows the Volkswagen Group to minimize supply risks and the financial effects of crises and insolvencies at suppliers. However, these risk management measures may be ineffective in mitigating procurement risks.

Production risks

The weakness in the European automotive market had a noticeable effect on production of the Volkswagen Group in 2013. Changes in the demand environment, partly due to weak domestic markets, caused production volumes of several vehicle models to fluctuate at some plants.

In addition, short-term changes in demand for special equipment features or components of the Volkswagen Group's products and the decreasing predictability of those changes may lead to supply bottlenecks.

The Volkswagen Group selects new sites for vehicle or drivetrain plants by assessing the economic, geological and technical factors, environmental factors, environmental laws and compliance requirements of the site locations. However, production risks due to the location of a production site are not entirely predictable.

Risks arising from long-term production

In the case of large projects, risks may arise that are often only identified in the course of the project. These may result in particular from contracting deficiencies, miscosting, post-contract changes in

economic and technical conditions, weaknesses in project management and poor performance by subcontractors.

Risks arising from changes in demand

Consumer demand is shaped not only by real factors such as disposable income, but also by psychological factors for which it is impossible to plan.

Increased fuel and energy prices could result in unexpected buyer reluctance, which could be further exacerbated by media reports. This is the case particularly in saturated automotive markets such as Western Europe, where demand could drop as a result of owners holding on to their vehicles for longer.

In 2013, the effect of unpredictable psychological demand factors was exacerbated by the euro crisis and its impact on the global economy and the entire automotive industry. Several automotive markets, particularly in Southern Europe, were unable to recover from their record lows and even contracted further in some cases.

A combination of buyer reluctance as a result of the crisis and increases in some vehicle taxes based on CO₂ emissions, such as those already formulated in some European countries, is driving a shift in demand towards smaller segments and engines in individual markets. In automotive markets around the world, risks arise due to government intervention in the form of tax increases, for example, which could curb private consumption.

As industrial goods, commercial vehicles are influenced by the general economic environment, which means that the market is highly cyclical. Although production volumes are significantly lower, the complexity of the trucks and buses range exceeds that of passenger cars since they are tailored to customers' requirements. MAN Power Engineering's two-stroke engines are produced exclusively by licensees, particularly in China and Korea. Weaker demand could result in licensees having excess capacity and consequently in risks due to declining license revenues or bad debt losses up to and including the loss of licensees.

Dependence on fleet customer business

In 2013, the percentage of total registrations in Germany accounted for by fleet customers fell to 12.5% (previous year: 12.7%). The Volkswagen Group's share of this customer segment decreased to 47.2% (previous year: 47.7%).

In Europe, the Volkswagen Group was unable to extend its position in this customer segment despite its comprehensive product range and customized support for this target group. Registrations by business fleet customers were down 2.2% year-on-year, while the Volkswagen Group's share fell to 28.8% (previous year: 29.4%). The fleet customer business continues to be marked by increasing concentration and internationalization.

Quality risk

The increasing use of modular components means that when vehicle defects occur, the cause of the defect must be identified and eliminated as quickly as possible.

Growing production volumes, increasing complexity and the use of the Volkswagen Group's toolkit system mean that the need for high-grade supplier components of impeccable quality is also rising. To ensure production and hence meet customer expectations, it is extremely important that Volkswagen's plants and suppliers deliver on time.

Sustained high demand in the Volkswagen Group's key markets presents particular challenges for quality assurance. Quality assurance is of fundamental importance especially in the growing automotive markets of Brazil, Russia, India and China, for which dedicated vehicles are developed and where local manufacturing operations and suppliers have been established.

Personnel risk

The individual skills and technical expertise of the Volkswagen Group's employees are a major factor contributing to its success.

The Volkswagen Group's strategic, end-to-end human resources development strategy gives all employees attractive training and development opportunities, with particular emphasis placed on increasing technical expertise in Volkswagen's different vocational groups. However, the failure to attract sufficient numbers of new employees and the retain qualified employees may lead to competitive disadvantages.

IT risk

At the Volkswagen Group the IT used group-wide is assuming an increasingly important role. IT risks include unauthorized access to sensitive electronic corporate data as well as limited systems availability as a consequence of downtime or natural disasters.

The Volkswagen Group addresses the risk of unauthorized access to corporate data by using firewall and intrusion prevention systems and a dual authentication procedure. In addition, the Volkswagen Group continuously takes measures to combat identified and anticipated risks during the software development process, when protecting the IT infrastructure and also in the allocation of access rights to systems and data resources. Rapid technological advancement, however, creates a residual risk in relation to IT security that cannot be managed completely.

Environmental protection regulations

The EU Regulation governing CO₂ emissions from passenger cars (443/2009/EC) and the EU Regulation governing light commercial vehicles of up to 3.5 tonnes (510/2011/EU), in effect since April 2009 and June 2011 respectively, set the specific emission targets for all new passenger car and light commercial vehicle fleet calculated from the individual vehicle data of brands in the EU member states for the period up to 2019. They are an important component of European climate protection regulations and therefore form the key regulatory framework for product design and marketing by all vehicle manufacturers operating in the European markets.

From 2012 onwards, the average CO₂ emissions of European manufacturers' new passenger car fleets should not exceed the figure of 130 g CO₂/km. Compliance with this requirement is being introduced in stages: 75% of the fleet had to meet this requirement in 2013, 80% must meet it in 2014 and the entire fleet in 2015. A further significant reduction in European passenger car fleet emissions to 95 g CO₂/km from 2020 onwards has also been resolved.

The EU's CO₂ regulation for light commercial vehicles requires targets to be met from 2014 onwards, with targets being phased in over the period to 2017: the average CO₂ emissions of new registrations in Europe should not exceed 175 g CO₂/km, a target required to be met by 70% of the fleet in 2014. The long-term target has also been set, subject to the European Commission's current review. For the period after 2020, the limit is to be set at 147 g CO₂/km. Similar to the CO₂ regulation for passenger cars, the regulation provides for derogations from the targets, for example by offering relief for ecoinnovations.

The European Commission intends to establish the CO₂ regime for the period after 2020 by the end of 2014. Reduction targets for the transport sector are already being discussing for the period until 2050, such as the 60% reduction in greenhouse gas emissions from 1990 levels cited in the EU White Paper on transport published in March 2011. It will only be possible to meet these long-term goals by also making extensive use of non-fossil sources of energy, in particular in the form of renewable electricity.

At the same time, CO₂ or fuel consumption regulations are also being developed or introduced outside Europe (e.g., in Japan, China, South Korea, India, Brazil, Mexico and Australia). In the United States, a new consumption regulation will impose uniform fuel consumption and greenhouse gas rules in all states of the United States for the period from 2017 to 2025.

The increase in CO₂ and consumption regulations mean that the most efficient technologies are required in all key markets worldwide. Electrified and pure-play electric drives will also gain more and more ground.

The Volkswagen Group closely coordinates technology and product planning with its brands so as to avoid breaches of emission limits, which would entail severe sanctions. In principle, the EU legislation permits some flexibility.

The implementation of main EU regulations affecting the automotive industry by the EU member states serves as a flanking measure for the CO_2 regulations in Europe. In addition to vehicle manufacturers, the EU regulations affecting the automotive industry are also aimed at other stakeholders such as the mineral oil industry. Vehicle taxes based on CO_2 emissions are having a similar effect. Many EU member states have already incorporated CO_2 elements into their rules on vehicle taxation.

Heavy commercial vehicles put into operation from 2014 onwards are already subject to the stricter emission requirements under the Euro 6 standard in accordance with EU Regulation 595/2009/EC. At the same time as the CO_2 legislation for passenger cars and light commercial vehicles, the EU is preparing a further CO_2 regulation for heavy commercial vehicles. The European Commission's concrete regulatory proposals are anticipated by the end of 2014 and likely to enter into force in 2017/2018.

As part of its efforts to reduce the CO₂ emissions of heavy commercial vehicles, the European Commission is also planning to revise the provisions regarding the maximum permissible dimensions of trucks (Directive 1996/53/EC, the Weights and Measures Directive).

In the Power Engineering segment, the International Maritime Organization (IMO) has implemented the International Convention for the Prevention of Pollution from Ships (MARPOL), which aims to reduce marine pollution and which is phasing in limits on exhaust emissions from marine engines. Emission limits also apply, for example, under EU directive 1997/68/EC and the United States Environmental Protection Agency's marine regulations. As regards stationary equipment, national rules are in place worldwide and have to be applied locally.

The allocation method for emissions certificates changed fundamentally when the third trading period (2013 – 2020) began. For manufacturing industry and certain power generation installations (e.g. combined heat and power installations), a portion of the certificates are allocated free of charge on the basis of benchmarks applicable throughout the EU. The share allocated for free will gradually decrease as the trading period progresses: the remaining quantities of certificates required will have to be bought, and thus paid for, at auction. Furthermore, installation operators can partly fulfill their obligation to hold emission allowances using certificates from climate protection projects (Joint Implementation and Clean Development Mechanism projects).

For certain (sub-) sectors of industry where there is a risk that production will be transferred to countries outside Europe due to the amended provisions governing emissions trading (a phenomenon referred to as "carbon leakage"), a consistent quantity of certificates will be allocated free of charge for the period from 2013 to 2020 on the basis of the pan-EU benchmarks. The automotive industry is not on this list because in the past it did not meet the criteria examined. It is currently unclear whether it will be included in the carbon leakage list when this is updated in the future.

In 2013, the European Commission decided to initially withhold a portion of the certificates to be auctioned and to only release them for auction at a later date during the third trading period ("backloading"). This temporary shortage of certificates during the trading period may cause certificate prices to rise.

As in the European Union, other countries in which the Volkswagen Group has production sites are also considering introducing an emissions trading system. Seven pilot projects have started in China, for example, although they have not so far affected the Volkswagen Group. The Chinese government plans to expand those pilot projects into a national emissions trading system.

Litigation

In the course of their operating activities, VWAG and the companies in which it is directly or indirectly invested become involved in legal disputes and official proceedings in Germany and internationally. In particular, such legal disputes and proceedings may occur in relation to suppliers, dealers, customers, employees, or investors. For the companies involved, these may result in payment or other obligations. Particularly in cases where U.S. customers assert claims for vehicle defects individually or by way of a class action, highly cost-intensive measures may have to be taken and substantial compensation or punitive damages paid. Similar risks also result from U.S. patent infringement proceedings.

Where transparent and economically viable, adequate insurance cover is taken out for these risks and appropriate provisions recognized for the remaining identifiable risks. However, as some risks cannot be assessed or can only be assessed to a limited extent, the possibility of loss or damage not being covered by the insured amounts and provisions cannot be ruled out.

Strategies for hedging financial risks

In the course of the Volkswagen Group's business activities, financial risks may arise from changes in interest rates, exchange rates, raw materials prices, or share and fund prices. Management of financial and liquidity risks is the responsibility of the central Volkswagen Group Treasury department, which manages these risks using nonderivative and derivative financial instruments. The Board of Management is informed of the current risk situation at regular intervals.

The Volkswagen Group hedges interest rate risk, where appropriate in combination with currency risk, and risks arising from fluctuations in the value of financial instruments by means of interest rate swaps, cross-currency swaps and other interest rate contracts with matching amounts and maturity dates. This also applies to financing arrangements within the Volkswagen Group.

Foreign currency risk is reduced in particular through natural hedging, i.e. by flexibly adapting the Volkswagen Group's production capacity at its locations around the world, establishing new production facilities in the most important currency regions and also procuring a large percentage of components locally, currently for instance in Russia, China and Mexico. The Volkswagen Group hedges the residual foreign currency risk using hedging instruments. These include currency forwards, currency options and cross-currency swaps. The Volkswagen Group uses these transactions to hedge its

principal foreign currency risks associated with forecasted cash flows, mostly against the Euro and primarily in U.S. dollars, pound sterling, Chinese renminbi, Swiss francs, Mexican pesos, Swedish kronor, Polish zloty and Australian dollars.

Raw materials purchasing entails risks relating to the availability of raw materials and price trends. The Volkswagen Group limits these risks mainly by entering into forward transactions and swaps. The Volkswagen Group has used appropriate contracts to hedge some of its requirements for commodities such as aluminum, copper, lead, platinum, rhodium, palladium and coal over a period of up to seven years. Similar transactions have been entered into for the purpose of supplementing and improving allocations of CO₂ emission certificates.

Risks arising from financial instruments

Channeling excess liquidity into investments gives rise to counterparty risk. Partial or complete failure by a counterparty to perform its obligation to pay interest and repay principal would have a negative impact on earnings and liquidity. In addition to counterparty risk, the financial instruments held for hedging purposes hedge balance sheet risks.

Liquidity risks

In order for the Volkswagen Group to remain solvent at all times, it must hold sufficient liquidity reserves. The Volkswagen Group uses confirmed credit lines and money market and capital market programs. The Volkswagen Group covers the capital requirements of its growing financial services business mainly by raising funds at matching maturities in the national and international financial markets as well as through customer deposits from the direct banking business.

Credit lines from banks are only used within the Volkswagen Group to cover short-term working capital requirements. Projects are financed by, among other things, loans provided by development banks.

A rating downgrade could adversely affect the terms attached to the Volkswagen Group's borrowings.

Residual value risk in the financial services business

In the financial services business, the Volkswagen Group buys back selected vehicles at a residual value that is fixed at inception of the contract. Residual values are set realistically so that the Volkswagen Group is able to leverage market opportunities. The Volkswagen Group evaluates the underlying lease contracts at regular intervals and recognizes any necessary provisions if potential risks are identified.

Management of the residual value risk is based on a defined feedback loop ensuring the full assessment, monitoring, management and communication of risks.

As part of the Volkswagen Group's risk management, residual value forecasts are used to regularly assess the appropriateness of the provisions for risks and the potential for residual value risk. In the process, the Volkswagen Group compares the contractually agreed residual values with the fair values obtainable. These are determined utilizing data from external service providers and the Volkswagen Group's own marketing data.

Risks in relation to corporate acquisitions, cooperations and equity interests

The Volkswagen Group has made significant acquisitions in the recent past and has not ruled out the possibility that it will continue to acquire companies and equity interests in companies in the future. Corporate acquisitions are typically associated with significant investments and risks. As it is often not possible to completely review the target company prior to the acquisition or investment, or this can be done only by incurring disproportionately high costs, the Volkswagen Group can therefore not guarantee that it will recognize all risks related to such a transaction in advance or that it will have protected itself against such risks. There is a risk that it might not be possible to realize the targets for growth, economies of scale, cost savings, development, production and distribution targets, or other strategic goals being sought from the acquisition of companies and interests in companies, or it may only be possible to realize them to an insufficient extent given time and budget constraints.

For research and development, market launches and large projects, the Volkswagen Group at times enters into joint ventures with strategic partners, recently with a focus on China. In the corresponding agreements, the Volkswagen Group agrees with the joint venture partners or the joint ventures to perform certain services for the project. If the Volkswagen Group fails to fulfill its obligations under these contracts, either in whole or in part, this may lead to claims for damages, contractual penalties or termination of the joint venture by the partner or by the joint venture. Additionally, the Volkswagen Group cannot exclude the possibility that joint venture technology will or must be disclosed to joint venture partners and that they will use it for their own purposes outside the joint venture project.

Other factors

Going beyond the risks already outlined, there are other factors that cannot be predicted and are therefore difficult to control. Should these transpire, they could have an adverse effect on the further development of the Volkswagen Group. These factors include natural disasters, epidemics and terror attacks.

Risk Factors regarding Volkswagen International Finance N.V.

Risk is defined as the possibility of negative future developments in the economic situation of VIF. The principal risks to which VIF is exposed are described below.

Risk of counterparty default

Risk of counterparty default is defined as the possible loss in value due to non-payment by a customer or deterioration of his creditworthiness. A distinction is made between credit risks, counterparty risks, country risks and shareholder risks.

Credit risk

Credit risk is defined as the risk of a partial or total default of contracted interest payment or principal payment by a borrower. Credit risks mainly result from loans granted to group and joint venture companies and bank deposits as well as cross currency and interest rate swaps. Credit risk represents the largest component of the indicated risk factors affecting VIF. Risk acceptance is approved by the Board of Management and the Supervisory Board regularly monitors VIF's risk profile. Lending guidelines regulate credit processes and competences.

Counterparty risk

Counterparty risk arises from overnight money and time deposit investments carried out in the interbank sector as well as derivatives transactions.

Country risk

Country risk includes risks in the course of international business, which do not result from the contracting party itself, but are due to its foreign investments. For example, critical political or economic developments as well as difficulties in the entire finance system in this country can lead to the fact that agreed transborder capital payments (interest and repayment) cannot take place or take place incompletely or delayed, due to difficulties of transfer by reason of mandatory measures by a foreign state.

The evaluation of country risks is based on the assessments of the long-term foreign currency liabilities of a state (sovereign ratings) by the rating agencies Moody's and Standard & Poor's.

Shareholder risk

The shareholder risk is defined as the risk of losses affecting negatively the shareholding book value.

Market risk

Market risks signify potential losses because of disadvantageous changes of market prices or price-influencing parameters. At VIF market risk is subdivided into interest rate risks and currency risks.

Interest rate risk

Interest rate risk includes potential losses from changes in market rates. These risks result from refinancing at non-matching interest periods and from different degrees of interest rate elasticity of individual assets and liabilities.

Currency risk

Currency risk means the possible negative evolution of the exchange rate of a foreign currency in relation to the Euro, which is the base currency of VIF. These changes could then create a negative result if in a specific currency assets and liabilities do not match (currency position).

Liquidity risk

Liquidity risk could occur when the receivables dates do not match the corresponding liability dates. Although VIF has access to multiple funding sources, such as a debt issuance programme and a commercial paper programme as well as the possibility to benefit from the parent company's facilities,

it is still exposed to the liquidity risk. The prime objective of cash flow management at VIF is to ensure the ability to pay at all times.

Refinancing risk

Refinancing risks can be described as the possibility of not being able to meet finance requirements of affiliated group companies or subsidiaries, due to worsening markets conditions on the capital market, such as significant negative alteration of VW credit rating, growing economic instability or negative changes in solvency for major international banks, possibly undermining VIF's ability to refinance itself.

Operational risk

Operational risk is the term used for the threat of losses due to inadequate or failing internal processes, personnel and systems. This also takes into account risks that result from external factors such as natural disasters, terrorist attacks, political unrest or legal risks.

IT and system risk

VIF's information technology ("IT") is exposed to risks that occur when one or more fundamental security objectives such as confidentiality, integrity and availability of data and services are threatened by weak spots in either the organization or in the use or administration of IT systems.

Personnel risk

Personnel risks may result from high personnel turnover, insufficient availability of personnel, inadequate personnel qualification and human error.

Legal risk

Legal risks can be described as a sudden and unexpected change in a national law enabling local government to partially or wholly take control of VIF's contract parties: banks, affiliated group companies, subsidiaries, parent company or VIF itself. This so-called nationalization could then influence VIF's ability to meet their obligations.

Although the tax department, supported by local advisors, monitors the international tax situation, other risks, such as the introduction of withholding taxes or other restrictive tax implications for one of its contract parties, as described above, could occur during the lifetime of its assets and liabilities, thus causing negative tax implications with regard to (re)payment of principal or interest funds.

Risk Factors regarding VW Credit, Inc.

Risk Types

Risk is defined as the possibility of negative future developments in the economic situation of VCI. The principal risks to which VCI is exposed are the following:

Risk of Counterparty Default

Risk of counterparty default is defined as the possible loss in value due to non-payment by a customer, dealer or other person or entity or deterioration of that person's or entity's creditworthiness.

Credit Risk

Credit risks represent the largest component of the risk of counterparty default affecting VCI. Risks result from dealer and retail financing, as well as from the automobile leasing business. Credit risk is the risk of loss arising from the failure of a customer or dealer to meet the terms of any contract with VCI or otherwise fail to perform as agreed.

VCI's level of credit risk on its retail and lease portfolio is influenced primarily by two factors: the total number of contracts that default ("frequency of occurrence") and the amount of loss per occurrence ("loss severity"), which in turn are influenced by various factors, including general economic conditions, unemployment rates, bankruptcy rates, consumer debt levels, fuel prices, consumer credit performance, interest rates, inflation, changes in used vehicle prices and contract term length. VCI's level of credit risk on its dealer financing portfolio is influenced primarily by the financial strength of dealers within its portfolio, dealer concentration, collateral quality, and economic factors. The default rates for dealer receivables historically have been substantially lower than those for retail finance receivables and lease assets.

A change in the mix of contracts acquired at various risk levels may change the amount of credit risk VCI assumes. An increase in the number of contracts acquired with lower credit quality (as measured by scores that establish a consumer's creditworthiness based on present financial condition, experience and past credit history) can increase the amount of credit risk. Conversely, an increase in the number of contracts with higher credit quality acquired can lower credit risk. An increase in the mix of contracts with lower credit quality can also increase operational risks.

Credit scores are the primary factors used as measuring devices to indicate the degree of risk on retail loan and lease contracts offered to VCI.

Counterparty Risk

VCI defines counterparty risk as the risk that a counterparty may fail to perform on its contractual obligations with respect to overnight money or time deposit investments carried out in the inter-bank sector or in a derivatives contract.

Substantially all of VCI's derivative instruments are executed with commercial banks and investment banking firms assigned investment grade ratings by credit rating agencies. In addition, many of VCI's derivative agreements with counterparties contain reciprocal ratings triggers providing either party with an option to terminate the agreement and related transactions at market in the event of a ratings downgrade below a specified threshold.

Market Risk

VCI uses derivative instruments, along with other tools and strategies, to manage its market risk. VCI manages its exposure to interest rate risks with derivative instruments and by seeking to fund its fixed and floating rate assets with liabilities in the same currency that are similarly fixed or floating rate.

Interest Rate Risk

Interest rate risk means the negative discrepancy between a realised interest result and an expected result due to changes in market interest rates. The risk results from refinancing at non-matching maturities and from different degrees of interest rate elasticity of individual assets and liabilities. Changes in interest rates could affect VCI's revenues, profitability, and financial condition. Rising interest rates could increase VCI's cost of funds.

Liquidity Risk

Liquidity risk is the risk arising from the inability of VCI to meet obligations when they come due in a timely manner.

Risk control and monitoring with regard to the liquidity risk is primarily conducted by Treasury. Cash flow management primarily serves to ensure the ability to pay at all times.

VCI's liquidity strategy is to maintain the capacity to fund the acquisition of assets and repay liabilities in a timely and cost-effective manner. This capacity primarily arises from VCI's ability to raise funds in the capital markets as well as its ability to generate liquidity from its assets. This strategy has led VCI to develop financing programmes that are diversified by market, type of security and investor type, among other factors, as well as a securitisation programme.

Refinancing Risk

VCI's business requires substantial capital, and if VCI is unable to maintain adequate financing sources, VCI's profitability and financial condition could suffer. VCI's liquidity and ongoing profitability depend largely upon VCI's timely access to capital and the costs associated with raising funds in different segments of the capital markets. VCI does not rely on any single source of funding and may choose to realign its funding activities depending upon market conditions, relative costs, and other factors.

The refinancing structure at VCI is centrally controlled by Treasury based upon a funding plan that provides for a high degree of funding diversification.

Operational Risk

Operational risk is the term used for the threat of losses due to inadequate or failing internal processes, personnel and systems. This also takes into account risks that occur from external factors such as natural disasters, terrorist attacks, political unrest or legal risks. Operational risk is the risk of loss resulting from, among other factors, inadequate or failed processes, systems or internal controls, theft, fraud, or natural disaster. Operational risk can occur in many forms including, but not limited to, errors, business interruptions, failure of controls, inappropriate behaviour of or misconduct by VCI's employees or those contracted to perform services for VCI, and vendors that do not perform in accordance with their contractual agreements. These events can potentially result in financial losses or other damages to VCI, including damage to VCI's reputation.

IT and System Risk

IT (Information technology) is exposed to risks that occur when one or more fundamental security objectives such as confidentiality, integrity and availability of data and services are threatened by weak spots either in the organisation or in the use/administration of IT systems.

Personnel Risk

Personnel risks may result from high personnel turnover, insufficient availability of personnel, inadequate personnel qualification and human error.

Legal Risk

Legal risk is the risk arising from the failure to comply with applicable legal and regulatory requirements and the risk of liability and other costs imposed under various laws and regulations, including changes in legislation and new regulatory requirements. Non-compliance with applicable laws or regulations could result in the suspension or revocation of licenses as well as the imposition of civil fines and criminal penalties.

Other Risk

Residual Value Risk

Residual value risk is the risk that the residual value of vehicles estimated at the beginning of a lease contract will be greater than the recoverable actual market value of the vehicle upon sale of a returned vehicle after contract maturity. When the market value of a leased vehicle at contract maturity is less than its contractual residual value, there is a higher probability that the vehicle will be returned to VCI. A higher rate of vehicle returns exposes VCI to greater risk of loss at lease termination.

The primary factors affecting VCI's exposure to residual value risk are the levels at which contractual residual values are established at lease inception, projected market values, and the resulting impact on vehicle lease return rates and loss severity. The evaluation of these factors involves significant assumptions, complex analysis, and management judgment.

Sales of Vehicles

VCI's business is substantially dependent upon the sale of Volkswagen and Audi vehicles and its ability to offer competitive financing in the United States of America. Volkswagen Group of America, Inc. ("VWGoA") is the primary distributor of Volkswagen and Audi vehicles in the United States of America. Changes in the volume of sales of such vehicles resulting from governmental action, changes in consumer demand, increased competition, or changes in pricing of imported units due to currency fluctuations or other events could impact the level of VCI's operations.

Competition

Increases in competitive pressures could have an adverse impact on VCI's contract volume, market share, revenues, and margins.

VCI operates in a highly competitive environment and competes with other financial institutions, including national and regional commercial banks, credit unions, savings and loan associations, finance companies and, to a lesser extent, other automobile manufacturers' affiliated finance companies that actively seek to purchase retail consumer contracts through Volkswagen and Audi

dealerships for retail financing and leasing. VCI competes with national and regional commercial banks and other automobile manufacturers' affiliated finance companies for dealer financing.

Risk of Catastrophes

VCI's business is exposed to the risk of catastrophes, including natural events, such as hurricanes, tornados, earthquakes and fires, and other events, such as explosions, terrorist attacks and riots. The incidence and severity of catastrophes and severe weather conditions are inherently unpredictable. These events may affect consumer spending in the vicinity of the disasters in the U.S. and Canada and may otherwise adversely affect VCI's business, earnings or financial condition.

Dependence on VCI's Parent Companies

A significant portion of VCI's customers are customers of VWGoA, VWGoA dealers and VWGoA related employees. As a result, various aspects of VWGoA's business, including changes in the sales volume of VWGoA vehicles, the quality or resale value of Volkswagen and Audi vehicles, the use of VWGoA marketing incentives and other factors impacting VWGoA or its employees could significantly affect VCI's profitability and financial condition.

VWGoA's level of automobile sales directly impacts VCI's financing and leasing volume and the profitability and financial condition of the Volkswagen and Audi dealers to whom VCI provides financing. In addition, the resale value of Volkswagen and Audi vehicles, which may be impacted by various factors relating to VWGoA's and VWAG's business such as brand image or the number of new Volkswagen and Audi vehicles produced, affects the remarketing proceeds VCI receives upon the sale of repossessed vehicles and off-lease vehicles at lease termination.

Risk Factors regarding VW Credit Canada, Inc. / Crédit VW Canada, Inc.

Risk Types

Risk is defined as the possibility of negative future developments in the economic situation of VCCI. The principal risks to which VCCI is exposed are the following:

Risk of Counterparty Default

Risk of counterparty default is defined as the possible loss in value due to non-payment by a customer, dealer or other person or entity or deterioration of that person's or entity's creditworthiness.

Credit Risk

Credit risks represent the largest component of the risk of counterparty default affecting VCCI. Risks result from dealer and retail financing, as well as from the automobile leasing business. Credit risk is the risk of loss arising from the failure of a customer or dealer to meet the terms of any contract with VCCI or otherwise fail to perform as agreed.

VCCI's level of credit risk on its retail and lease portfolio is influenced primarily by two factors: the total number of contracts that default ("frequency of occurrence") and the amount of loss per occurrence ("loss severity"), which, in turn, are influenced by various factors, including general economic conditions, unemployment rates, bankruptcy rates, consumer debt levels, fuel prices, consumer credit performance, interest rates, inflation, changes in used vehicle prices and contract term length. VCCI's level of credit risk on its dealer financing portfolio is influenced primarily by the financial strength of dealers within VCCI's portfolio, dealer concentration, collateral quality, and general economic factors. The default rates for dealer receivables historically have been substantially lower than those for retail finance receivables and lease assets.

A change in the mix of contracts acquired at various risk levels may change the amount of credit risk VCCI assumes. An increase in the number of contracts acquired with lower credit quality (as measured by scores that establish a consumer's creditworthiness based on the then current financial condition of such consumer, experience and past credit history) can increase the amount of overall credit risk. Conversely, an increase in the number of contracts acquired with higher credit quality can lower the overall credit risk. An increase in the mix of contracts with lower credit quality can also increase operational risks.

Credit scores are the primary factors used as measuring devices to indicate the degree of risk on retail loan and lease contracts offered to VCCI.

Counterparty Risk

VCCI defines counterparty risk as the risk that a counterparty may fail to perform on its contractual obligations with respect to overnight money or time deposit investments carried out in the inter-bank sector or under a derivatives contract.

Substantially all of VCCI's derivative instruments are entered into with commercial banks and investment banking firms having investment grade ratings assigned by credit rating agencies. In addition, many of VCCI's derivative agreements with counterparties contain reciprocal ratings triggers providing either party with an option to terminate the agreement and related transactions at market in the event of a ratings downgrade below a specified threshold.

Market Risk

VCCI uses derivative instruments, along with other tools and strategies, to manage its market risk. VCCI manages its exposure to interest rate risks with derivative instruments and by seeking to finance its fixed and floating rate assets with liabilities in the same currency that bear interest at similar fixed or floating rate.

Interest Rate Risk

Interest rate risk means the negative discrepancy between a realised interest and an expected interest due to changes in market interest rates. The risk results from refinancing at non-matching maturities and from different degrees of interest rate elasticity of individual assets and liabilities. Changes in interest rates could affect VCCI's revenues, profitability, and financial condition. Rising interest rates could increase VCCI's cost of funds.

Liquidity Risk

Liquidity risk is the risk arising from the inability of VCCI to meet its obligations when they come due in a timely manner.

Risk control and monitoring with regard to the liquidity risk is primarily conducted by Treasury of VCCI. Cash flow management primarily serves to ensure the ability to meet VCCI's obligations at all times.

VCCI's liquidity strategy is to maintain the capacity to fund the acquisition of assets and repay liabilities in a timely and cost-effective manner. This capacity primarily arises from VCCI's ability to raise funds in the capital markets as well as its ability to generate liquidity from its assets. This strategy has led VCCI to develop financing programmes that are diversified by market, type of security and investor type, among other factors, as well as securitisation programmes.

Refinancing Risk

VCCI's business requires substantial capital, and if VCCI is unable to maintain adequate financing sources, VCCI's profitability and financial condition could suffer. VCCI's liquidity and ongoing profitability depend largely upon VCCI's timely access to capital and the costs associated with raising funds in different segments of the capital markets. VCCI does not rely on any single source of funding and may choose to realign its funding activities depending upon market conditions, relative costs, and other factors.

The refinancing structure at VCCI is centrally controlled by Treasury based upon a funding plan that provides for a high degree of funding diversification.

Operational Risk

Operational risk is the term used for the threat of losses due to inadequate or failing internal processes, personnel and systems. This also takes into account risks that occur from external factors such as natural disasters, terrorist attacks, political unrest or legal risks. Operational risk is the risk of loss resulting from, among other factors, inadequate or failed processes, systems or internal controls, theft, fraud, or natural disaster. Operational risk can occur in many forms including, but not limited to, errors, business interruptions, failure of controls, inappropriate behaviour of or misconduct by VCCI's employees or those contracted to perform services for VCCI, and vendors that do not perform in accordance with their contractual agreements. These events can potentially result in financial losses or other damages to VCCI, including damage to VCCI's reputation.

IT and System Risk

IT (Information technology) is exposed to risks that occur when one or more fundamental security objectives such as confidentiality, integrity and availability of data and services are threatened by weak spots either in the organisation or in the use/administration of IT systems.

Personnel Risk

Personnel risks may result from high personnel turnover, insufficient availability of personnel, inadequate personnel qualification and/or human error.

Legal Risk

Legal risk is the risk arising from the failure to comply with applicable legal and regulatory requirements and the risk of liability and other costs imposed under various laws and regulations, including changes in legislation and new regulatory requirements. Non-compliance with applicable laws or regulations could result in the suspension or revocation of licenses as well as the imposition of civil fines and criminal penalties.

Other Risk

Residual Value Risk

Residual value risk is the risk that the residual value of vehicles estimated at the beginning of a lease contract will be greater than the recoverable actual market value of the vehicle upon sale of a returned vehicle after contract maturity. When the market value of a leased vehicle at contract maturity is less than its contractual residual value, there is a higher probability that the vehicle will be returned to VCCI's leasing subsidiary, VW Credit Canada Leasing ULC. A higher rate of vehicle returns exposes VCCI to greater risk of loss at lease termination.

The primary factors affecting VCCI's exposure to residual value risk are the levels at which contractual residual values are established at lease inception, projected market values, and the resulting impact on vehicle lease return rates and loss severity. The evaluation of these factors involves significant assumptions, complex analysis, and management judgment.

Sales of Vehicles

VCCI's business is substantially dependent upon the sale of Volkswagen, Audi and to a lesser extent, other vehicle brands and VCCI's ability to offer competitive financing in Canada. Volkswagen Group Canada Inc. and Audi Canada Inc. are the primary distributors of Volkswagen and Audi vehicles, respectively, in Canada. Changes in the volume of sales of such vehicles resulting from governmental action, changes in consumer demand, increased competition, or changes in pricing of imported vehicles due to currency fluctuations or other events could impact the level of VCCI's revenues.

Competition

Increases in competitive pressures could have an adverse impact on VCCI's contract volume, market share, revenues, and margins.

VCCI operates in a highly competitive environment and competes with other financial institutions, including national and regional commercial banks, credit unions, savings and loan associations, finance companies and, to a lesser extent, other automobile manufacturers' affiliated finance companies that actively seek to purchase retail consumer contracts through Volkswagen and Audi dealerships for retail financing and leasing. VCCI competes with national and regional commercial banks and other automobile manufacturers' affiliated finance companies for dealer financing.

Risk of Catastrophes

VCCI's business is exposed to the risk of catastrophes, including natural events, such as hurricanes, tornados, earthquakes and fires, and other events, such as explosions, terrorist attacks and riots. The incidence and severity of catastrophes and severe weather conditions are inherently unpredictable. These events may affect consumer spending in the vicinity of the disasters in Canada and may otherwise adversely affect VCCI's business, earnings or financial condition.

Dependence on VCCI's Affiliates

A significant portion of VCCI's customers are customers of Volkswagen Group Canada Inc. ("VWGC") and Audi Canada Inc. ("ACI"), VWGC and ACI dealers as well as VWGC and ACI related employees. As a result, various aspects of VWGC's and ACI's business, including changes in the sales volume of VWGC and ACI vehicles, the quality or resale value of Volkswagen and Audi vehicles, the use of VWGC and ACI marketing incentives and other factors impacting VWGC and ACI or their employees could significantly affect VCCI's profitability and financial condition.

VWGC's and ACI's level of automobile sales directly impacts VCCI's financing and leasing volume and the profitability and financial condition of the Volkswagen and Audi dealers to whom VCCI provides financing. In addition, the resale value of Volkswagen and Audi vehicles, which may be impacted by various factors relating to VWGC's, ACI's and VWAG's business such as brand image or the number of new Volkswagen and Audi vehicles produced, affects the remarketing proceeds VCCI receives upon the sale of repossessed vehicles and off-lease vehicles at lease termination.

Risk Factors regarding Volkswagen International Luxemburg S.A.

Risk Types

Risk is defined as the possibility of negative future developments in the economic situation of VIL. The principle risks to which the company is exposed are the following:

Risk of Counterparty Default

Risk of counterparty default is defined as the possible loss in value due to non-payment by a customer or deterioration of his creditworthiness. A distinction is made between credit risks, counterparty risks, country risks and shareholder risks.

Credit Risk

Credit risk represents the largest component of the risk of counterparty default affecting VIL. This risk which results from the company's financing activities is the risk of loss from the failure of a customer.

Counterparty Risk

VIL defines counterparty risk as the risk that a counterparty may fail to perform on its contractual obligations with respect to overnight money or time deposit investments carried out in the inter-bank sector or in a derivative contract.

Country Risk

The evaluation of country risks is based on the assessments of the long-term foreign currency liabilities of a state (sovereign ratings) by the rating agencies Moody's Investors Service Ltd. and Standard & Poor's Corporation.

Shareholder Risk

The shareholder risk is defined as the risk of losses affecting negatively the shareholding book value.

Market Risk

Market risks signify potential losses because of disadvantageous changes of market prices or price-influencing parameters. At VIL it is subdivided into interest rate risks and currency risks.

Interest Rate Risk

Interest rate risk includes potential losses from changes in market rates. These risks result from refinancing at non-matching interest periods and from different degrees of interest rate elasticity of individual assets and liabilities. As far as possible VIL seeks to avoid interest rate risk by financing its assets with equity or liabilities that bear similar fixed-interest periods.

Currency Risk

Currency risk means the possible negative evolution of the exchange rate of a foreign currency in relation to the Euro (base currency).

These changes could then create a negative result, if in a specific currency assets and liabilities do not match (currency position). VIL hedges all currency risks resulting from its financing activities.

Liquidity Risk

Liquidity risk is the risk arising from the inability of VIL to meet obligations when they become due in a timely manner. This could occur if the receivables maturity do not match the corresponding liability maturity. So far VIL is not exposed to liquidity risk.

Refinancing Risk

Refinancing risks can be described as the possibility of not being able to meet finance requirements from affiliated group companies, this due to worsening of the capital market conditions, such as significant negative alteration of VWAG credit rating, growing economic instability or negative changes in solvency of major international banks.

Operational Risk

Operational risk is the term used for the threat of losses due to inadequate or failing internal processes, personnel and systems. This also takes into account risks that occur from external factors such as natural disasters, terrorist attacks, political unrest or legal risks. Operational risk is the risk of loss resulting from, among other factors, inadequate or failed processes, systems or internal controls, theft, fraud, or natural disaster. Operational risk can occur in many forms including, but not limited to, errors, business interruptions, failure of controls, inappropriate behaviour of or misconduct by VIL's employees or those contracted to perform services for VIL, and vendors that do not perform in accordance with their contractual agreements. These events can potentially result in financial losses or other damages to VIL, including damage to VIL's reputation.

IT and System Risk

IT (information technology) is exposed to risks that occur when one or more fundamental security objectives such as confidentiality, integrity and availability of data and services are threatened by weak spots in either the organisation, in the use/administration of IT systems or third party providers.

Personnel Risk

Personnel risks may result from high personnel turnover, insufficient availability of personnel, inadequate personnel qualification and human error.

Legal Risk

Legal risk is the risk arising from the failure to comply with applicable legal and regulatory requirements and the risk of liability and other costs imposed under various laws and regulations, including changes in legislation and new regulatory requirements. Non-compliance with applicable laws or regulations could result in the imposition of civil fines and criminal penalties. Furthermore nationalization could influence the ability of VIL or their contract parties to meet their obligations.

Although the tax department, supported by local advisors, monitors the international tax situation, other risks, such as the introduction of withholding taxes or other restrictive tax implications for one of its contract parties, as described above, could occur during the lifetime of its assets and liabilities, thus causing negative tax implications with regard to (re)payment of principal or interest funds.

Risk Factors regarding Porsche Holding Gesellschaft m.b.H.

In the following section specific risks arising from the business activities of Porsche Holding Group are explained.

Macroeconomic Risk

High energy and commodity prices, increasing international trade restrictions, persistent imbalances in foreign trade and the escalation of political conflicts present significant risks to the global economy. The mounting debt problems in many industrialized nations have led to greater instability in the financial and currency markets and the international banking system. Such developments could result in a prolonged period of below-average growth for the global economy. Likewise, changes in

legislation, taxes, or customs duties in individual countries may have a severe adverse effect on international trade and present significant risks to Porsche Holding Group.

Risks arising from Changes in Demand

Consumer demand is shaped not only by real factors such as disposable income, but also by psychological factors that are impossible to plan for. Increased fuel and energy prices could lead to unexpected buyer reluctance, which could be further exacerbated by media reports. This is particularly the case in saturated automotive markets the Porsche Holding Group operates in, such as Western Europe, where demand could drop as a result of owners then holding on to their vehicles for longer.

In 2013, the effects of these psychological factors that cannot be planned for were again exacerbated by the impact of the financial and economic crisis on the global economic trend and the entire automotive industry. Some automotive markets suffered significant losses, while others were supported through government intervention.

In addition to buyer reluctance and a corresponding lower demand for related financial services as a result of the crisis, a combination of vehicle taxes based on CO_2 emissions – like those already implemented in some European countries – and high oil and energy prices is causing a shift in demand towards smaller segments and engines in individual markets. In the rapidly expanding markets of Asia, Eastern Europe and Latin America, risks may also arise due to government intervention in the form of restrictive lending or tax increases, for example, which could reduce private consumption.

Risks arising from brand perception

In offering its services, Porsche Holding Group relies and depends on the success of the various automobile brands in relation to which it offers its services. Therefore, should the overall perception in relation to such brands or demand for such brands decline, this could adversely affect Porsche Holding Group and have a material adverse effect on the business prospects, results of operations and financial condition of Porsche Holding Group.

Risks associated with increasing competition

Porsche Holding Group operates in a very competitive market environment, which is constantly undergoing changes and is subject to, in particular, increasing pricing pressure. Porsche Holding Group's competitors may offer products and services comparable or superior to those provided by Porsche Holding Group. Increased competitiveness could adversely affect Porsche Holding Group's contract volumes and could result in a loss of market share as well as declining revenues. This could have a material adverse effect on the business prospects, results of operations and financial condition of Porsche Holding Group.

Operational risks

Unexpected costs and losses can arise due to human error, flawed management processes, natural and other catastrophes, technological (including information technology systems) failure and external events. Additionally, further operational risks may stem from inadequate or failed internal processes, people and systems or from external events. Porsche Holding Group may also suffer losses as a result of internal and external fraud or may fail to ensure the security of personnel, physical premises or Porsche Holding Group's assets, resulting in internal damage, loss or harm to people, premises or moveable assets. Failure to manage such operational risks could have a material adverse effect on the business prospects, results of operations and financial condition of Porsche Holding Group.

Risk of Counterparty Default

Porsche Holding Group's business model is subject to the risk that contractual partners may not be able to meet their obligations vis-á-vis Porsche Holding Group due to insolvency, lack of liquidity, global or local economic issues, operational failure, political developments or other reasons. Credit risk comprises non-payment risks, country-specific risks and default risks. Any deterioration in the creditworthiness of a counterparty may lead to an increase in Porsche Holding Group's credit risk. Although Porsche Holding Group regularly reviews its credit exposures, defaults may arise from unforeseen events or circumstances. Default by a major dealer or counterparty or a general increase in levels of default beyond current levels of provisions could have a material adverse effect on Porsche Holding Group's business prospects, results of operations and financial condition.

Liquidity risks

Any decline in the credit metrics of Porsche Holding Group, the occurrence of counterparty risks, its inability to obtain new financing and covenants in existing financing agreements could increase refinancing costs and impair Porsche Holding Group's liquidity. Many of Porsche Holding Group's subsidiaries operate in currencies other than the Euro, adverse changes in foreign exchange rates relative to the Euro could materially adversely affect Porsche Holding Group's reported earnings and cash flow. Furthermore, changes in interest rates may increase Porsche Holding Group's interest expense. This could have a material adverse effect on the business prospects, results of operations and financial condition of Porsche Holding Group.

Refinancing risks

Porsche Holding Group's funding depends upon the issuance of debt securities on international and on local markets and on credit agreements with financial institutions. The continuing ability of Porsche Holding Group to access such funding sources on favourable economic terms is dependent upon a variety of factors, including factors outside its control, such as prevailing market conditions. There can be no assurance that Porsche Holding Group will continue to be able to access such funding sources on favourable terms in the future. This could have a material adverse effect on the business prospects, results of operations and financial condition of Porsche Holding Group.

Strategies for hedging financial risks

Porsche Holding Group's business activities entail financial risks that may arise from changes in interest rates, exchange rates, commodity prices and share and fund prices. Management of financial and liquidity risks is the responsibility of Porsche Corporate Finance G.m.b.H., the central group treasury of Porsche Holding Group, which aims to mitigate and reduce these risks using nonderivative and derivative financial instruments. Porsche Holding Group hedges interest rate risk, where appropriate in combination with currency risk, and risks arising from fluctuations in the value of financial instruments by means of interest rate swaps, cross-currency swaps and other interest rate contracts with matching amounts and maturity dates. This also applies to financing arrangements within Porsche Holding Group. Foreign currency risk is reduced through natural hedging and specific hedging instruments (e.g. currency forwards). Porsche Holding Group uses these transactions to limit the currency risk associated with contracted cash flows from operating activities and intra-group financing in currencies other than the respective functional currency. Porsche Holding Group ensures its solvency through forward-looking liquidity planning, tight liquidity monitoring and the provision of sufficient liquidity reserves (esp. credit lines). It covers the capital requirements of the growing financial services business mainly through borrowings at matching maturities raised in the national and international financial markets as well as through customer deposits from the direct banking business. However, despite all the above mentioned measures, it cannot be ruled out that certain risks are not adequately hedged and thus an exposure remains which could have a significant adverse effect on the business prospects, results of operations and financial condition of Porsche Holding Group.

Risks associated with a breach of the covenants contained in Porsche Holding Group's financing arrangements

The financing arrangements of Porsche Holding Group contain various covenants, including certain financial covenants, as well as customary representations and warranties. Should Porsche Holding Group breach certain covenants, representations or warranties of such arrangements, it may be in default unless granted a waiver by the respective counterparty. A default by Porsche Holding Group under certain financing arrangements could result in a cross-default under other financing agreements. Such breach as well as a cross-default could cause counterparties to accelerate such financing agreements and request immediate repayment in relation thereto. If Porsche Holding Group does not have sufficient cash resources or other credit facilities available to fund such repayments, it may be forced to sell some or a major part of its assets, or refinance those borrowings, if refinancing is available, on less favorable terms than the existing terms of such borrowings. This could have a material adverse effect on the business prospects, results of operations and financial condition of Porsche Holding Group.

Residual value risk in the financial services business

As part of its financial services activities and automotive retail business, Porsche Holding Group agrees to buy back vehicles at the respective residual value of such vehicles. While Porsche Holding

Group employs sophisticated processes to determine the residual value, there can be no assurance that all factors determining the residual value are accurately reflected or assessed. Failure to correctly determine the residual value could have a material adverse effect on the business prospects, results of operations and financial condition of Porsche Holding Group.

IT risk

Porsche Holding Group is dependent on sophisticated information technology ("IT") systems. IT systems are vulnerable to a number of problems, such as computer virus infection, malicious hacking, data theft, physical damage to vital IT centres and software or hardware malfunctions. Additionally, further operational risks may stem from inadequate or failed internal processes, people and systems or from external events that affect Porsche Holding Group's IT systems. Failure to manage such risks could have a material adverse effect on the business prospects, results of operations and financial condition of Porsche Holding Group.

Key personnel / management risk

The commercial success of Porsche Holding Group depends, among other things, on the expertise of its management team and other key personnel in managing its business. Any departure of key personnel would result in the loss of valuable expertise and experience. Such loss, especially to the extent key personnel cannot be substituted in a timely manner, could adversely impact Porsche Holding Group's ability to implement its business plans in a timely fashion, or at all, as well as its ability to competently operate its existing facilities. The materialization of any such risks could have a material adverse effect on the business prospects, results of operations and financial condition of Porsche Holding Group.

Legal risks

Legal risk is the risk arising from the failure to comply with applicable legal and regulatory requirements and the risk of liability and other costs imposed under various laws and regulations, including changes in legislation and new regulatory requirements. Non-compliance with applicable laws or regulations could result in the suspension or revocation of licenses as well as the imposition of civil fines and criminal penalties. However, as some risks cannot be assessed or can only be assessed to a limited extent, the possibility of loss or damage not being covered by the insured amounts and provisions cannot be ruled out. This could have a material adverse effect on the business prospects, results of operations and financial condition of Porsche Holding Group.

Taxation risks

Porsche Holding Group is subject to the tax laws in all countries in which it operates, including tax laws adopted at an EU level. A number of double taxation agreements entered between two countries also impact on the taxation of Porsche Holding Group. Tax risks include the risk associated with changes in tax laws, including the introduction of new tax laws, or in the interpretation of tax law. It also comprises the risk of changes in tax rates and the risk of failure to comply with procedures required by tax authorities. The introduction of new tax laws or a failure to manage tax risks could lead to an additional tax charge. It could also result in a financial penalty for failure to comply with required tax procedures or other aspects of tax law. The materialisation of any of the aforementioned taxation risks, including changes in the tax regimes or tax costs associated with particular transactions being greater than anticipated, could adversely affect the profitability of those transactions or have a material adverse effect on Porsche Holding Group's business, results of operations and financial condition.

Risks in relation to future acquisitions

Porsche Holding Group may decide to make additional acquisitions to complement its growth. Any acquired business may contain unknown actual or potential liabilities. The ability to successfully grow through selected acquisitions will depend on, among other things, Porsche Holding Group's ability to identify suitable acquisition or investment opportunities and successfully close those transactions. Porsche Holding Group may not be able to achieve anticipated synergies or other expected benefits and such failure could adversely affect Porsche Holding Group's results of operations. This could have a material adverse effect on the business prospects, results of operations and financial condition of Porsche Holding Group.

Risk of instability in foreign jurisdictions

Dealings undertaken in or with some countries, for example countries undergoing rapid political, economic and social change, create additional risk exposure. Furthermore, a significant portion of Porsche Holding Group's revenues are derived from operations in the emerging markets of Eastern Europe, China and Latin America, where rapid political, economic and social changes are generally more common than in Western European Countries, thus exposing Porsche Holding Group to risks associated with such rapid changes, including, but not limited to, currency fluctuations, inflation, economic recession, local market disruption, legislative changes and labour unrest. The occurrence of one or more of these events may affect the ability of Porsche Holding Group's clients or counterparties located in the affected area to obtain foreign exchange or credit and, therefore, to satisfy their obligations towards Porsche Holding Group. This could have a material adverse effect on the business prospects, results of operations and financial condition of Porsche Holding Group.

Dependence on Porsche Holding Group's Parent Company

Porsche Holding Group is ultimately owned and controlled by Volkswagen Aktiengesellschaft. The interests of Volkswagen Aktiengesellschaft could conflict with the interests of Porsche Holding Group. Differing interests with respect to the Porsche Holdings Group's business operations or strategy, or a deterioration of the relationship between Porsche Holding Group and Volkswagen Aktiengesellschaft could adversely affect Porsche Holding Group. This could have a material adverse effect on the business prospects, results of operations and financial condition of Porsche Holding Group.

Dependence on rival brands of Volkswagen Group

The Multibrand world of Porsche Holding Group encompasses the operation of car dealerships and wholesale activities for rival brands of Volkswagen Group. The ability of Porsche Holding Group to continue these activities depends on the consent of Porsche Holding's shareholders, the terms of existing contracts and the willingness of respective brands to maintain the business partnership with Porsche Holding Group. Since the Multibrand world represents a significant part of Porsche Holding Group's revenues, a discontinuation of these activities or sale of the related assets could have a material adverse effect on the business prospects, results of operations and financial condition of Porsche Holding Group.

Porsche Holding Group is not insured against all risks and its insurance coverage may be insufficient to cover the actual losses incurred.

Porsche Holding Group's operations are subject to numerous operating risks, including, among others, climatic conditions, political unrest, terrorist or similar activities, interruption of power supplies, environmental hazards, technical failures, fires, explosions and other accidents. These risks and hazards could result in damage to Porsche Holding Group's facilities, personal injury, fatalities, environmental damage, business interruptions and possible legal liability. Porsche Holding Group maintains insurance coverage, inter alia, for buildings, equipment, stocks, spare parts and vehicles. However, Porsche Holding Group does not carry insurance against all risks it faces and may be subject to incidents against which it has limited or no insurance coverage, and any insurance payments received for insured risks may not be sufficient to cover the actual loss suffered by Porsche Holding Group. In addition, following the occurrence of an insured risk, Porsche Holding Group's insurance premium payments could increase significantly. This could have a material adverse effect on the business prospects, results of operations and financial condition of Porsche Holding Group.

Risk Factors regarding the Notes

The following is a disclosure of risk factors that are material to the Notes issued under the Programme in order to assess the market risk associated with these Notes. Prospective investors should consider these risk factors before deciding to purchase Notes issued under the Programme.

The risks are not exhaustive. Prospective investors should consider all information provided in this Prospectus and the relevant Final Terms and consult with their own professional advisers (including their financial, accounting, legal and tax advisers) if they consider it necessary. In addition, investors should be aware that the risks described may combine and thus intensify one another.

With regard to Notes that require a separate description of risk factors due to their special structure, additional risks associated with the characteristics of certain Notes will be described in further detail in the Final Terms relating to such Notes. Additional product related Risks will be disclosed in the Final Terms applicable to a Tranche of Notes.

Notes may not be a suitable investment for all investors

Each potential investor in Notes must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should:

- (i) have sufficient knowledge and experience to make a meaningful evaluation of the relevant Notes, the merits and risks of investing in the relevant Notes and the information contained or incorporated by reference in this Prospectus or any applicable supplement;
- (ii) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation and the investment(s) it is considering, an investment in the Notes and the impact the Notes will have on its overall investment portfolio;
- (iii) have sufficient financial resources and liquidity to bear all of the risks of an investment in the relevant Notes, including where principal or interest is payable in one or more currencies, or where the currency for principal or interest payments is different from the potential investor's currency;
- (iv) understand thoroughly the terms of the relevant Notes and be familiar with the behaviour of any relevant indices and financial markets; and
- (v) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

Some Notes are complex financial instruments. Sophisticated institutional investors generally do not purchase complex financial instruments as stand-alone investments. They purchase complex financial instruments as a way to reduce risk or enhance yield with an understood, measured, appropriate addition of risk to their overall portfolio. A potential investor should not invest in Notes which are complex financial instruments unless it has the expertise (either alone or with a financial adviser) to evaluate how the Notes will perform under changing conditions, the resulting effects on the value of the Notes and the impact this investment will have on the potential investor's overall investment portfolio.

Liquidity Risk

Application has been made to the Luxembourg Stock Exchange for Notes to be issued under this Prospectus to be listed on the official list of the Luxembourg Stock Exchange and to be admitted to trading on the regulated market of the Luxembourg Stock Exchange. In addition, the Programme provides that Notes may not be listed at all. Regardless of whether the Notes are listed and admitted to trading or not, there can be no assurance that a liquid secondary market for the Notes will develop or, if it does develop, that it will continue. The fact that the Notes may be listed and admitted to trading does not necessarily lead to greater liquidity compared to unlisted Notes. If the Notes are not listed on any exchange, pricing information for such Notes may, however, be more difficult to obtain which may affect the liquidity of the Notes adversely. In an illiquid market, an investor might not be able to sell his

Notes at any time at fair market prices. The possibility to sell the Notes might additionally be restricted by country specific reasons.

Market Price Risk

The development of market prices of the Notes depends on various factors, such as changes of market interest rate levels, the policy of central banks, overall economic developments, inflation rates or the lack of or excess demand for the relevant type of Note. The Holder of Notes is therefore exposed to the risk of an unfavourable development of market prices of its Notes which materialises if the Holder sells the Notes prior to the final maturity of such Notes. If the Holder decides to hold the Notes until final maturity the Notes will be redeemed at the amount set out in the relevant Final Terms.

Currency Risk

A Holder of Notes denominated in a foreign currency (i.e., a currency other than Euro) is particularly exposed to the risk of changes in currency exchange rates which may affect the yield of such Notes. Changes in currency exchange rates result from various factors such as macro-economic factors, speculative transactions and interventions by central banks and governments.

A change in the value of any foreign currency against the Euro, for example, will result in a corresponding change in the Euro value of Notes denominated in a currency other than Euro and a corresponding change in the Euro value of interest and principal payments made in a currency other than Euro in accordance with the terms of such Notes. If the underlying exchange rate falls and the value of the Euro correspondingly rises, the price of the Notes and the value of interest and principal payments made thereunder expressed in Euro falls.

In addition, government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable currency exchange rate. As a result, investors may receive less interest or principal than expected, or no interest or principal.

Risk of Early Redemption

The applicable Final Terms will indicate whether the relevant Issuer may have the right to call the Notes prior to maturity for reasons of taxation or at the option of the relevant Issuer (optional call right). If the relevant Issuer redeems any Notes prior to maturity, a Holder of such Notes is exposed to the risk that due to early redemption his investment may have a lower than expected yield. The relevant Issuer might exercise his optional call right if the yield on comparable Notes in the capital market falls which means that the investor may only be able to reinvest the redemption proceeds in Notes with a lower yield.

Fixed Rate Notes

A Holder of Fixed Rate Notes is exposed to the risk that the price of such Notes falls as a result of changes in the market interest rate. While the nominal interest rate of Fixed Rate Notes as specified in the applicable Final Terms is fixed during the life of such Notes, the current interest rate on the capital market ("market interest rate") typically changes on a daily basis. As the market interest rate changes, the price of Fixed Rate Notes also changes, but in the opposite direction. If the market interest rate increases, the price of Fixed Rate Notes typically falls, until the yield of such Notes is approximately equal to the market interest rate of comparable issues. If the market interest rate falls, the price of Fixed Rate Notes typically increases, until the yield of such Notes is approximately equal to the market interest rate of comparable issues. If the Holder of Fixed Rate Notes holds such Notes until maturity, changes in the market interest rate are without relevance to such Holder as the Notes will be redeemed at a specified redemption amount, usually the principal amount of such Notes.

Floating Rate Notes

A Holder of Floating Rate Notes is exposed to the risk of fluctuating interest rate levels and uncertain interest income. Fluctuating interest rate levels make it impossible to determine the yield of Floating Rate Notes in advance. Floating Rate Notes may be structured to include multipliers or other leverage factors, or caps or floors, or any combination of those features or other similar related features. In this case, the market value may be more volatile than those for Floating Rate Notes that do not include these features. If the amount of interest payable is determined in conjunction with a multiplier greater than one or by reference to some other leverage factor, the effect of changes in the interest rates on interest payable will be increased. The effect of a cap is that the amount of interest will never rise

above and beyond the predetermined cap, so that the Holder will not be able to benefit from any actual favourable development beyond the cap. The yield could therefore be considerably lower than that of similar Floating Rate Notes without a cap.

Neither the current nor the historical value of the relevant floating rate should be taken as an indication of the future development of such floating rate during the term of any Notes.

Zero Coupon Notes

Zero Coupon Notes do not pay current interest but are typically issued at a discount from their nominal value. Instead of periodical interest payments, the difference between the redemption price and the issue price constitutes interest income until maturity and reflects the market interest rate. A Holder of Zero Coupon Notes is exposed to the risk that the price of such Notes falls as a result of changes in the market interest rate. Prices of Zero Coupon Notes are more volatile than prices of Fixed Rate Notes and are likely to respond to a greater degree to market interest rate changes than interest bearing notes with a similar maturity.

Canadian Usury Laws

The Criminal Code (Canada) prohibits the receipt of "interest" at a "criminal rate" (namely, an effective rate of interest that exceeds 60 per cent.). Accordingly, provisions for the payment of interest or for the payment of a redemption amount in respect of the aggregate principal amount of Notes issued by VW Credit Canada, Inc. may not be enforceable if such provisions provide for the payment of "interest" (as calculated for the purposes of such statute) which is in excess of an effective annual rate of interest of 60 per cent.

Resolutions of Holders

Since the Notes provide for the taking of votes without a meeting, a Holder is subject to the risk of being outvoted by a majority resolution of the Holders. As such majority resolution is binding on all Holders, certain rights of such Holder against the Issuer under the Terms and Conditions may be amended or reduced or even cancelled.

Holders' Representative

If the Notes provide for the appointment of a Holders' Representative, either in the Terms and Conditions or by a majority resolution of the Holders, it is possible that a Holder may be deprived of its individual right to pursue and enforce its rights under the Terms and Conditions against the Issuer, such right passing to the Holders' Representative who is then exclusively responsible to claim and enforce the rights of all the Holders.

Appointment of a trustee (Kurator) for the Notes issued by Porsche Holding

Pursuant to the Austrian Notes Trustee Act (*Teilschuldverschreibungskuratorengesetz*) (RGBI 49/1874 of 24 April 1874), a trustee (Kurator) can be appointed by an Austrian court, upon the request of any interested party (e.g., a Noteholder) or upon the initiative of the competent court, for the purposes of representing the common interests of the Noteholders in matters concerning their collective rights. In particular, this may occur if insolvency proceedings are initiated against the Issuer, in connection with any amendments to the terms and conditions of the Notes or changes relating to the Issuer, or under other similar circumstances. If a trustee is appointed, it will exercise the collective rights and represent the interests of the Noteholders and will be entitled to make statements on their behalf which shall be binding on all Noteholders. Where a trustee represents the interests and exercises the rights of Noteholders, this can conflict with or otherwise adversely affect the interests of individual or all Noteholders.

United States Taxation

Payments under the Notes may be subject to withholding tax pursuant to FATCA.

Payments of interest, as of 1 July 2014, as well as the gross proceeds from the sale, exchange or redemption of the Notes, as of 1 January 2017, to foreign financial institutions (whether holding the Notes as a beneficial owner or intermediary) with respect to Notes issued after 30 June 2014 by VCI may, under certain circumstances, be subject to withholding of U.S. tax at a rate of 30% pursuant to FATCA unless the payee foreign financial institution (i) enters into an agreement with the U.S. Internal Revenue Service to, among other things, disclose the identity of certain U.S. account holders at the

institution (or the institution's affiliates) and to annually report certain information about such accounts, (ii) complies with certain rules or law implementing an applicable intergovernmental agreement between the United States and a non-U.S. jurisdiction implementing FATCA to a specific jurisdiction or (iii) is otherwise deemed compliant with FATCA (in each case, a "Compliant FFI"). Payments of the foregoing amounts made to certain other foreign entities (whether holding the Notes as a beneficial owner or intermediary) that do not disclose certain information about any substantial U.S. owners (or certify that they do not have any substantial U.S. owners) may also be subject to withholding at the rate of 30% under FATCA.

Starting 1 January 2017, with respect to Notes of any Issuer other than VCI, issued after the date that is six months after final U.S. Treasury regulations define the term "foreign passthru payments", the Issuer may under certain circumstances, be required under FATCA to withhold U.S. tax at a rate of 30% on all or a portion of payments of principal and interest which are treated as "foreign passthru payments" made to foreign financial institutions (whether holding the Notes as a beneficial owner or intermediary) unless the payee foreign financial institution is a Compliant FFI. Whether or not such withholding under FATCA applies may depend on any applicable intergovernmental agreement relating to FATCA between the United States and the relevant jurisdiction.

Under FATCA, a "grandfather rule" exempts from FATCA withholding payments related to obligations outstanding on 1 July 2014 unless such obligation is significantly modified (and is thus treated as being reissued for U.S. federal income tax purposes) after such date. If necessary, additional details with respect to FATCA will be addressed in the relevant Final Terms with respect to Notes issued after 30 June 2014.

The United States and a number of other jurisdictions have announced their intention to negotiate intergovernmental agreements to facilitate the implementation of FATCA (each, an "IGA"). Pursuant to FATCA and the "Model 1" and "Model 2" IGAs released by the United States, an FFI in an IGA signatory country which is in compliance with applicable legal requirements could be treated as a "Reporting FI" generally not subject to withholding under FATCA on any payments it receives. Further, an FFI in a Model 1 IGA jurisdiction would generally not be required to withhold under FATCA or an IGA (or any law implementing an IGA) from payments it makes (unless it has agreed to do so under the U.S. "qualified intermediary," "withholding foreign partnership," or "withholding foreign trust" regimes). Under each Model IGA, regardless of any withholding performed, a Reporting FI would be required to report certain information in respect of its account holders and investors to the relevant IGA signatory country or to the U.S. Internal Revenue Service, as applicable. The Federal Republic of Germany, the Grand Duchy of Luxembourg, the Kingdom of the Netherlands and Canada have each entered into an IGA with the United States based largely on the Model 1 IGA. There have been no official announcements by the United States with respect to an IGA relating to the Republic of Austria. There can be no assurance that any Issuer will be treated as a Reporting FI or that it would not be required to withhold under FATCA or pursuant to an applicable relevant IGA.

Holders of the Notes (including intermediaries) may be required to provide any information, tax documentation and waivers that the Issuer determines are necessary to avoid the imposition of a FATCA withholding tax or comply with the rules under FATCA (including laws implementing a relevant intergovernmental agreement). If a holder (including an intermediary) fails to provide the Issuer, or any other agent of the Issuer with any correct, complete and accurate information that may be required for the Issuer to comply with FATCA and/or to prevent the imposition of FATCA withholding tax, the Issuer may withhold amounts otherwise distributable to the holder or compel the holder to sell its Notes, and, if the holder does not sell its Notes to sell the holder's Notes on behalf of the holder. If an amount in respect of U.S. withholding tax were to be deducted or withheld from interest, principal or other payments on the Notes as a result of a holder's (including intermediaries) failure to comply with FATCA (or otherwise), none of the Issuer, the Guarantor (if any), any paying agent or any other person would pursuant to the conditions of the Notes be required to pay additional amounts as a result of the deduction or withholding of such tax.

[In case the Specified Currency in the relevant Final Terms is Renminbi, the following risk factors apply as well:

Renminbi is not freely convertible; and the availability of Renminbi may be subject to future limitations imposed by the PRC government

Renminbi is not freely convertible at present. The government of the People's Republic of China ("PRC") continues to regulate conversion between the Renminbi and foreign currencies, including the Hong Kong dollar, despite the significant reduction over the years by the PRC government of control

over routine foreign exchange transactions. Participating banks in Hong Kong, Singapore, Taiwan and Macau have been permitted to engage in the settlement of Renminbi trade transactions under certain pilot schemes. The pilot schemes cover the whole nation and makes Renminbi trade and other current account item settlement available in all countries worldwide, including Austria.

There is no assurance that the pilot schemes introduced in Hong Kong, Singapore and Taiwan will not be discontinued or that new PRC regulations will not be promulgated in the future which have the effect of restricting or eliminating the availability of Renminbi. The Issuer will need to source Renminbi outside the PRC to satisfy its obligations under the Notes, and its ability to do so will be subject to the overall availability of Renminbi outside the PRC.

There is only limited availability of Renminbi outside the PRC, which may affect the liquidity of the Notes and the Issuer's ability to source Renminbi outside the PRC to service the Notes

As a result of the restrictions by the PRC Government on cross border Renminbi fund flows, the availability of Renminbi outside the PRC is limited.

As of 31 January 2014, the total amount of Renminbi deposits held by institutions authorised to engage in Renminbi banking business in Hong Kong amounted to approximately RMB893,359 million. As of 31 December 2013, the total amount of Renminbi deposits held by Taiwan foreign exchange banks and offshore banking units had exceeded RMB180 billion.

While the People's Bank of China ("PBoC") has established Renminbi clearing and settlement mechanisms for participating banks in Hong Kong, Singapore and Taiwan through settlement agreements on the clearing of Renminbi business (the "Settlement Agreements") with Bank of China (Hong Kong) Limited in Hong Kong, Industrial and Commercial Bank of China, Singapore Branch in Singapore, Bank of China, Taipei Branch in Taiwan and Bank of China, Macau Branch in Macau (each, a "Renminbi Clearing Bank"), the current size of Renminbi denominated financial assets outside the PRC is limited.

There are restrictions imposed by the PBoC on Renminbi business participating banks in respect of cross-border Renminbi settlement, such as those relating to direct transactions with PRC enterprises. Furthermore, Renminbi business participating banks do not have direct Renminbi liquidity support from the PBoC. The Renminbi Clearing Banks only have access to onshore liquidity support from the PBoC for the purpose of squaring open positions of participating banks for limited types of transactions and are not obliged to square for participating banks any open positions resulting from other foreign exchange transactions or conversion services. In such cases, the participating banks will need to source Renminbi from outside the PRC to square such open positions

Although it is expected that the offshore Renminbi market will continue to grow in depth and size, its growth is subject to many constraints as a result of PRC laws and regulations on foreign exchange. There is no assurance that new PRC regulations will not be promulgated or the Settlement Agreements will not be terminated or amended in the future which will have the effect of restricting availability of Renminbi outside the PRC. The limited availability of Renminbi outside the PRC may affect the liquidity of the Notes. Since the Issuer is required to source Renminbi in the offshore market to service the Notes, there is no assurance that the Issuer will be able to source such Renminbi on satisfactory terms, if at all.

Investment in the Notes is subject to currency risk

If the Issuer is not able, or it is impracticable for it, to satisfy its obligation to pay interest and principal (in whole or in part) on the Notes as a result of Inconvertibility, Non-transferability or Illiquidity (each, as defined in the Conditions), the Issuer shall be entitled, by sending an irrevocable notice prior to the due date for payment to the Holders, to settle any such payment (in whole or in part) in U.S. dollars on the due date at the U.S. Dollar Equivalent (as defined in the Conditions) of any such interest or principal, as the case may be.

Investment in the Notes is subject to exchange rate and interest rate risks

The value of the Renminbi against the Hong Kong dollar and other foreign currencies fluctuates and is affected by changes in the PRC, by international political and economic conditions and by many other factors. All payments of interest and principal will be made with respect to the Notes in Renminbi unless otherwise specified. As a result, the value of such payments in Renminbi (in Hong Kong dollar or other applicable foreign currency terms) may vary with the prevailing exchange rates in the

marketplace. If the value of Renminbi depreciates against the Hong Kong dollar or other foreign currencies, the value of the investment in Hong Kong dollar or other applicable foreign currency terms will decline.

Payments for the Notes will only be made to investors in the manner specified in the Notes

All payments to investors in respect of the Notes will be made solely for so long as the Notes are represented by a Temporary Global Note or a Permanent Global Note held with the common depositary for Clearsteam Banking société anonyme and Euroclear Bank SA/NV or any alternative clearing system by transfer to a Renminbi bank account maintained in Hong Kong. The Issuer cannot be required to make payment by any other means (including in any other currency or by transfer to a bank account in the PRC).]

GENERAL DESCRIPTION OF THE PROGRAMME

General

Under this € 30,000,000,000 Debt Issuance Programme, VWAG, VIF, VCI, VCCI, VIL and Porsche Holding may from time to time issue notes (the "Notes") to one or more of the following Dealers: Barclays Bank PLC, Bayerische Landesbank, BNP PARIBAS, Crédit Agricole Corporate and Investment Bank, Citigroup Global Markets Limited, Commerzbank Aktiengesellschaft, Danske Bank A/S, Deutsche Bank Aktiengesellschaft, Goldman Sachs International, HSBC Bank plc, J.P. Morgan Securities plc, Landesbank Baden-Württemberg, Merrill Lynch International, RBC Europe Limited, Société Générale, The Royal Bank of Scotland plc, The Toronto-Dominion Bank and UniCredit Bank AG or any additional Dealer appointed under the Programme from time to time by the Issuer(s) (each a "Dealer" and together, the "Dealers") which appointment may be for a specific issue or on an ongoing basis.

The maximum aggregate principal amount of the Notes at any one time outstanding under the Programme will not exceed € 30,000,000,000 (or its equivalent in any other currency). The Issuers may increase the amount of the Programme in accordance with the terms of the Dealer Agreement from time to time.

Notes issued by VIF, VCI, VCCI, VIL and Porsche Holding will have the benefit of a Guarantee and Negative Pledge (the "**Guarantee**") given by VWAG. The Guarantee constitutes an irrevocable, unsecured and unsubordinated obligation of the Guarantor ranking *pari passu* with all other unsecured and unsubordinated obligations of the Guarantor.

The Notes may be issued on a continuing basis to one or more of the Dealers. Notes may be distributed by way of public offer or private placements and, in each case, on a syndicated or non-syndicated basis. The method of distribution of each Tranche will be stated in the relevant final terms (the "Final Terms").

Notes will be issued in such denominations as may be agreed between the relevant Issuer and the relevant Dealer(s) or purchaser(s) and as indicated in the applicable Final Terms, save that the minimum denomination of the Notes will be, if in Euro, € 1,000 and, if in any currency other than Euro, an amount in such other currency nearly equivalent to € 1,000 at the time of the issue of the Notes or such other denomination as is set out below in section "Summary regarding the Notes", sub-section "Denomination of Notes". In addition, Notes issued by VCI with a maturity of 183 days or less must have a minimum denomination of USD 500,000 or its equivalent in another currency.

Notes will be issued in tranches (each a "**Tranche**"), each Tranche consisting of Notes which are identical in all respects. One or more Tranches, which are expressed to be consolidated and forming a single series and being identical in all respects, but having different issue dates, interest commencement dates, issue prices and/or dates for first interest payment may form a series ("**Series**") of Notes. Further Notes may be issued as part of existing Series. The specific terms of each Tranche will be set forth in the applicable Final Terms.

Notes may be issued at an issue price which is at par or at a discount to, or premium over, par, as stated in the relevant Final Terms.

Application has been made to the Commission, which is the Luxembourg competent authority for the purpose of the Prospectus Directive, for the approval of this Prospectus.

Application has been made to the Luxembourg Stock Exchange for Notes to be issued under this Prospectus to be listed on the official list of the Luxembourg Stock Exchange and to be admitted to trading on the "regulated market of the Luxembourg Stock Exchange" which is a regulated market for the purposes of Directive 2004/39/EC of the European Parliament and of the Council of 21 April 2004 on markets in financial instruments amending Council Directives 85/611/EEC and 93/6/EEC and Directive 2000/12/EC of the European Parliament and of the Council and repealing Council Directive 93/22/EEC. Notes may also be issued without being listed.

Notes will be accepted for clearing through one or more Clearing Systems as specified in the applicable Final Terms. These systems will include those operated by Clearstream Banking AG ("CBF"), Clearstream Banking, société anonyme ("CBL") and Euroclear Bank SA/NV ("Euroclear").

Citibank, N.A., Citigroup Global Markets Deutschland AG & Co. KGaA and BNP Paribas Securities Services, Luxembourg Branch and other institutions, all as indicated in the applicable Final Terms, will act as Paying Agents.

BNP Paribas Securities Services, Luxembourg Branch will act as Listing Agent. Citibank, N.A. will act as Fiscal Agent.

Issue Procedures

General

The Issuer and the relevant Dealer(s) will agree on the terms and conditions applicable to each particular Tranche of Notes (the "Conditions"). The Conditions will be constituted by the relevant set of Terms and Conditions of the Notes set forth below (the "Terms and Conditions") as further specified by the provisions of the Final Terms as set out below.

Options for sets of Terms and Conditions

A separate set of Terms and Conditions applies to each type of Notes, as set forth below. The Final Terms provide for the Issuer to choose among the following Options:

Option I – Terms and Conditions for Notes with fixed interest rates;

Option II – Terms and Conditions for Notes with floating interest rates;

Option III - Terms and Conditions for Zero Coupon Notes.

Documentation of the Conditions

The Issuer may document the Conditions of an individual issue of Notes in either of the following ways:

- The Final Terms shall be completed as set out therein. The Final Terms shall determine which of Option I, Option II or Option III, including certain further options contained therein, respectively, shall be applicable to the individual issue of Notes by replicating the relevant provisions and completing the relevant placeholders of the relevant set of Terms and Conditions as set out in the Prospectus in the Final Terms. The replicated and completed provisions of the set of Terms and Conditions alone shall constitute the Conditions, which will be attached to each global note representing the Notes of the relevant Tranche. This type of documentation of the Conditions will be used where the Notes are publicly offered, in whole or in part, or are to be initially distributed, in whole or in part, to non-qualified investors.
- Alternatively, the Final Terms shall determine which of Option I, Option II or Option III and of the respective further options contained in each of Option I, Option II or Option III are applicable to the individual issue by only referring to the specific sections of the relevant set of Terms and Conditions as set out in the Prospectus. The Final Terms will specify that the provisions of the Final Terms and the relevant set of Terms and Conditions as set out in the Prospectus, taken together, shall constitute the Conditions. Each global note representing a particular Tranche of Notes will have the Final Terms and the relevant set of Terms and Conditions as set out in the Prospectus attached.

Determination of Options / Completion of Placeholders

The Final Terms shall determine which of Option I, Option II or Option III shall be applicable to the individual issue of Notes. Each of the sets of Terms and Conditions of Option I, Option II or Option III contains also certain further options (characterised by indicating the optional provision through instructions and explanatory notes set out either on the left of or in the square brackets within the text of the relevant set of Terms and Conditions as set out in the Prospectus) as well as placeholders (characterised by square brackets which include the relevant items) which will be determined by the Final Terms as follows:

Determination of Options

The Issuer will determine which options will be applicable to the individual issue either by replicating the relevant provisions in the Final Terms or by reference of the Final Terms to the sections of the relevant set of Terms and Conditions as set out in the Prospectus. If the Final Terms do not replicate or refer to an alternative or optional provision it shall be deemed to be deleted from the Conditions.

Completion of Placeholders

The Final Terms will specify the information with which the placeholders in the relevant set of Terms and Conditions will be completed. In case the provisions of the Final Terms and the relevant set of Terms and Conditions, taken together, shall constitute the Conditions the relevant set of Terms and Conditions shall be deemed to be completed by the information contained in the Final Terms as if such information were inserted in the placeholders of such provisions.

In that case, all instructions and explanatory notes and text set out in square brackets in the relevant set of Terms and Conditions and any footnotes and explanatory text in the Final Terms will be deemed to be deleted from the Conditions.

Controlling Language

As to controlling language of the respective Conditions, the following applies:

— In the case of Notes (i) publicly offered, in whole or in part, in the Federal Republic of Germany, or (ii) initially distributed, in whole or in part, to non-qualified investors in the Federal Republic of Germany, German will be the controlling language. If, in the event of such public offer or distribution to non-qualified investors, however, English is chosen as the controlling language, a German language translation of the Conditions will be available from the principal offices of the Fiscal Agent and the Issuer as specified on the back of this Prospectus.

In other cases the Issuer will elect either German or English to be the controlling language.

VOLKSWAGEN AKTIENGESELLSCHAFT AS ISSUER AND GUARANTOR

History and Development

VOLKSWAGEN AKTIENGESELLSCHAFT ("VWAG") was incorporated under German law as "Gesellschaft zur Vorbereitung des deutschen Volkswagens mbH" (Limited Liability Company for the Development of the German Volkswagen) which was founded in Berlin on May 28, 1937. The company was renamed "Volkswagenwerk Gesellschaft mit beschränkter Haftung" (Volkswagenwerk limited liability company) in 1938. The company was later converted into a joint stock corporation under German law which was entered into the commercial register (Handelsregister) at Wolfsburg local court (Amtsgericht) on August 22, 1960. The name was changed to "VOLKSWAGEN AKTIENGESELLSCHAFT" by resolution of the Annual Meeting on July 4, 1985 which is the legal and commercial name of VWAG.

VWAG is located in Wolfsburg. Since August 1, 2005 it has been listed in the commercial register (*Handelsregister*) at the Braunschweig local court (*Amtsgericht*) under the number HRB 100484. Its head office and registered office are located at Berliner Ring 2, 38440 Wolfsburg, Germany (telephone number + 49 (0) 5361 9-0.

Articles of Association

The objects of VWAG, according to § 2 of its Articles of Association, are the manufacture and sale of vehicles and engines of all kinds, their accessories, and all other equipment, machinery, tools and other technical products.

VWAG is entitled to conduct all business and take all measures connected with these objects or as appear capable of furthering such objects directly or indirectly. For this purpose, VWAG may establish branch offices within Germany and abroad or can found, acquire or participate in other enterprises.

Investments

Based on current planning, the Volkswagen Group will invest a total of EUR 84.2 billion in the Automotive Division in the period from 2014 to 2018. Investments in property, plant and equipment will account for EUR 63.4 billion, more than half of which (roughly 60%) will be in Germany alone. The ratio of investments in property, plant and equipment to sales revenue in the period from 2014 to 2018 will be at 6 to 7%. Besides investments in property, plant and equipment, investing activities will include additions of EUR 19.5 billion to capitalized development costs. By investing in new facilities and models, as well as by developing alternative drives and modular toolkits, the Volkswagen Group is laying the foundations for profitable, sustainable growth. These investments also include commitments arising from decisions taken in previous fiscal years.

At EUR 41.2 billion (roughly 65%), the majority of the total amount to be invested in property, plant and equipment in the Automotive Division will be spent on modernizing and extending the product range for the Group's brands.

Among other things, the high level of investment results from upfront expenditures in connection with the Euro 6 emission standard, which necessitates extensive upgrading of the vehicle and engine portfolio. The main focus will be on new vehicles and successor models in almost all vehicle classes, which will be based on the modular toolkit technology and the related components. This will allow the Volkswagen Group to systematically continue its model rollout with a view to tapping new markets and segments. In the area of drivetrain production, the Volkswagen Group will launch new generations of engines offering improved performance and lower fuel consumption and emission levels, focusing for example on hybrid and electric motors.

In addition, the Volkswagen Group will make cross-product investments of EUR 22.2 billion over the next five years; this includes investments to expand capacity. As a result of its high quality targets and its commitment to continuous improvement of its production processes, investments in the Volkswagen Group's press shops and paintshops are also necessary. Non-production-related investments are mainly planned for the areas of development, quality assurance, sales, genuine parts supply and information technology.

The Volkswagen Group endeavors to finance its investments in the Automotive Division using internally generated funds and expects cash flows from operating activities to amount to EUR 115.8 billion over the 2014 to 2018 planning period. This means that the funds generated are expected to

exceed the Automotive Division's investment requirements by EUR 31.6 billion, further improving the Volkswagen Group's liquidity position. The Volkswagen Group expects net cash flow in the Automotive Division to be moderately lower in 2014 than in the prior year, but it expects nevertheless make a significant contribution to strengthening the Volkswagen Group's financial position.

These plans are based on the Volkswagen Group's current structures. They do not take into account the possible settlement payable to other shareholders associated with the control and profit and loss transfer agreement with MAN SE ("MAN"). Volkswagen Group joint ventures in China are not consolidated and are therefore also not included in the above figures. These joint ventures expect to invest a total of EUR 18.2 billion in new production facilities and products in the period from 2014 to 2018 and will finance these investments from their own funds.

The Volkswagen Group is planning to invest EUR 2.6 billion in the Financial Services Division from 2014 to 2018. The Volkswagen Group expects the growth in leasing and rental assets and in receivables from leasing, customer and dealer financing to lead to funds tied up in working capital of EUR 81.8 billion. Roughly 43% of the total capital requirements of EUR 84.5 billion is expected to be financed from gross cash flow. As is common in the sector, the remaining funds needed will be met primarily through established money and capital market debt issuance programs and customer deposits from the direct banking business.

Organizational Structure

As of 1 August 2012, Porsche Automobil Holding SE's operating automotive business was contributed in full to the Volkswagen Group. Since then, Porsche has been consolidated in the Volkswagen Group. AUDI AG acquired Italian sports motorcycle manufacturer Ducati as of 19 July 2012. Ducati is a well-known international manufacturer of premium motorcycles.

The Volkswagen Group consists of two divisions: the Automotive Division and the Financial Services Division. Since January 1, 2013, Volkswagen Group has bundled the light commercial vehicles, trucks and buses, and power engineering businesses in a new Commercial Vehicles/Power Engineering Business Area within the Automotive Division. Therefore, light commercial vehicles are no longer allocated to the Passenger Cars and Light Commercial Vehicles segment, but are reported together with trucks and buses in the new Commercial Vehicles segment. The new segment reporting comprises the four reportable segments of Passenger Cars, Commercial Vehicles, Power Engineering and Financial Services. The prior year figures were adjusted accordingly. The activities of the Automotive Division are centered on the development of vehicles and engines, the production and sale of passenger cars, light commercial vehicles, trucks and buses, as well as the genuine parts, large-bore diesel engines, turbomachinery, special gear units, propulsion components and testing systems businesses. The acquisition of Ducati has expanded this to include motorcycles. The Financial Services Division, which corresponds to the Financial Services segment, combines dealer and customer financing, leasing, banking and insurance activities, fleet management and mobility offerings.

VWAG is the parent company of the Volkswagen Group. It develops vehicles and components for the Volkswagen Group's brands, but also produces and sells vehicles, in particular Volkswagen brand passenger cars and light commercial vehicles. In its function as parent company, VWAG holds direct and indirect interests in AUDI AG, Dr. Ing. h.c. F. Porsche AG, Scania AB, MAN SE, SEAT S.A., ŠKODA AUTO a.s., Bentley Motors Ltd., Bugatti Automobiles S.A.S., Automobili Lamborghini S.p.A., Ducati Motor Holding S.p.A., Volkswagen Financial Services AG and numerous other companies in Germany and abroad.

Volkswagen Group

Division:		Automotive					Financial Services	
Brand / Business	Audi	Bentley	MAN	Porsche	SEAT	Dealer customer financ	and cing	
Field:	Scania	ŠKODA	Volkswagen Commercial Vehicles	Volkswager Passenger Cars	n Other	Leasing Direct Insurance Fleet business Mobility offering		

Shareholder Structure

VWAG's subscribed capital amounted to EUR 1,191,009,251.84 at the end of 2013.

The distribution of voting rights at 31 December 2013 was the following: Porsche Automobil Holding SE, Stuttgart, held 50.73% of the voting rights. The second-largest shareholder was the State of Lower Saxony, which held 20.0% of the voting rights. Qatar Holding LLC was the third-largest shareholder, with 17.0%. The remaining 12.3% of the 295,089,818 ordinary shares were attributable to other shareholders.

Notifications of changes in voting rights in accordance with the German Securities Trading Act (*Wertpapierhandelsgesetz* (WpHG)) are published on VWAG's website at www.volkswagenag.com/ir. VWAG has not received any notifications of changes in voting rights since 31 December 2013 that would result in a change to the distribution of voting rights.

In accordance with the foregoing, the following table shows the shareholder structure of VWAG as a percentage of subscribed capital:

Porsche Automobil Holding SE	
Foreign institutional investors	
Qatar Holding LLC	
State of Lower Saxony	
Private shareholders / Others	12.5%
German institutional investors	

General Meeting of Shareholders

The annual General Meeting of Shareholders is to be held in Wolfsburg or in a German city where a stock exchange is located or at another appropriate place in Germany within the first eight months of each financial year.

Share Capital

On 31 December 2013 the share capital of VWAG amounted to EUR 1,191,009,251.84. It was composed of 295,089,818 ordinary shares and 170,148,171 preferred shares. Each share conveys a notional interest of EUR 2.56 in the share capital. All shares have been issued and are fully paid.

In January 2014, a voluntary conversion right from the mandatory convertible notes, issued in 2012 and 2013, was exercised, with a total of EUR 4 million of the notes being converted into 22,103 newly created preferred shares.

Business Overview

VWAG is the parent company of the Volkswagen Group.

In terms of sales volume (*i.e.* the number of vehicles delivered to dealers), the Volkswagen Group is one of the world's leading automobile manufacturers and is the largest automobile manufacturer in Europe (Source: IHS Global Insight, Automotive: Report Volkswagen Group, as of 26 February 2013).

With the products of its group brands Volkswagen Passenger Cars, Audi, ŠKODA, SEAT and Volkswagen Commercial Vehicles, the Volkswagen Group addresses business and private customers from a wide range of customer segments and in multiple regional markets in the so-called high-volume business (*i.e.* production and unit sales of vehicles with a large number of units per model). The Volkswagen Group is represented in the sports car segment with the brand Porsche. The brand diversity of the Volkswagen Group is represented by group brands Lamborghini, Bentley and Bugatti in the luxury class. With Ducati the Volkswagen Group extend its activities regarding motorcycles. In the heavy commercial vehicle sector (trucks with a gross vehicle weight in excess of 6 tonnes, buses and special vehicles), the Volkswagen Group conducts business under the Scania and MAN brand. As of 31 December 2013, VWAG indirectly held 75.23% of the voting rights and 73.98% of the share capital of MAN SE. Since 1 August 2012 VWAG indirectly holds 100% of the share capital of Dr. Ing. h.c. F. Porsche AG. Effective as of 19 July 2012, the Volkswagen Group acquired 100% of the voting rights of Ducati Motor Holding S.p.A., Bologna. VWAG directly holds 19.89% of the share capital of Suzuki Motor Corporation.

The Volkswagen Group's business operations encompass the Automotive and Financial Services Divisions. In the Automotive Division, the Volkswagen Group develops vehicles and engines, produces and distributes passenger cars, motorcycles, light commercial vehicles, trucks and buses as well as the genuine parts, large-bore diesel, engines, turbomachinery, special gear units, propulsion components and testing systems businesses. Worldwide, during 2013, the Volkswagen Group delivered a total of approximately 9.73 million vehicles (passenger cars, light commercial vehicles, trucks and buses) to its customers. The Volkswagen Group's range of products comprises around 315 passenger car, commercial vehicle and motorcycle models and their derivatives. With this range of automotive products, the Volkswagen Group covers almost all key segments and body types, with offerings from small cars to super sports cars in the passenger car sector, and from small pickups to heavy trucks and buses in the commercial vehicles sector, as well as motorcycles.

The Financial Services Division includes customer and dealer financing, leasing, banking and insurance activities, fleet management and mobility offerings. The primary purpose of the Financial Services Division is to promote the Volkswagen Group's sales and customer retention.

The Volkswagen Group's production network was extended by 7 locations in 2013, and consisted of a total of 106 production facilities worldwide at the end of 2013. It comprises 61 automobile, commercial vehicle and motorcycle factories as well as 45 component plants. The sites are spread out over the continents of Europe, North and South America, Africa and Asia. Including the Chinese joint ventures, the Volkswagen Group employed an average of 563,066 people in 2013, an increase of 5.5% year-on-year.

The Volkswagen Group's total headcount was 572,800 employees (+4.2% compared to the end of 2012) at the end of 2013. Significant factors in this increase were the volume-related expansion in growth markets, particularly China, and the recruitment of specialists and experts in Germany, among other places. A total of 260,449 people were employed in Germany (+4.4% compared to the end of 2012), while 312,351 were employed abroad (+4.0% compared to the end of 2012).

Automotive

Sales to the Dealer Organization

In 2013, the Volkswagen Group (including the Chinese joint ventures) sold 9,728,250 vehicles to the dealer organization worldwide, an increase of 4.1% compared with the prior-year figure. In particular, the sustained high demand for the Volkswagen Group's models in China led to a 5.0% year-on-year increase in sales outside Germany. In Germany, 1.7% fewer vehicles were sold. Vehicles sold in Germany accounted for 12.2% (previous year: 12.9%) of the Volkswagen Group's overall sales.

With 870,474 vehicles sold worldwide, the Golf was once again the biggest seller in 2012, accounting for 9.3% of the Volkswagen Group's unit sales. The US version of the Passat, the Tiguan, Fox, Audi Q3, Audi Q5, Audi A6, ŠKODA Rapid and Amarok models recorded significant growth, as did the new Beetle, up!, Audi A1 Sportback, ŠKODA Citigo and SEAT Mii models. In addition, very healthy demand was seen in China for the Passat, Jetta and Santana model versions available there.

The Jetta, Golf and Passat were the Volkswagen Group's biggest sellers in 2013. The greatest growth in demand was recorded by the Tiguan, Audi Q3, Audi Q5 and ŠKODA Rapid models, as well as the new Beetle Convertible, Audi A3 Sportback and SEAT Leon models. The Lavida, Sagitar and Santana models available in China were also very popular with customers based on number of vehicles sold.

Vehicle Deliveries Worldwide

With its brands, the Volkswagen Group has a presence in all relevant automotive markets around the world. Western Europe, China, Brazil, the United States, Russia, Mexico and Argentina are currently the key sales markets for the Volkswagen Group. In 2013, the Volkswagen Group again recorded an encouraging increase in demand in key core markets.

The Volkswagen Group delivered 8,957,975 passenger cars to customers in 2013, exceeding the record prior-year level. The rise of 5.1% was ahead of growth in the passenger car market as a whole, which amounted to 5.0% in the same period. The Volkswagen Group's share of the global market was 12.8% (previous year: 12.8%). Since August 1, 2012, the Volkswagen Group's delivery figures also include Porsche brand vehicles. The Volkswagen Passenger Cars, Audi and Bentley brands recorded their best ever delivery figures in 2013. Demand for Volkswagen Group passenger cars grew fastest in the Asia-Pacific region.

Passenger Car Deliveries

The Volkswagen Group's share of the overall passenger car market in Western Europe rose to 24.8% (previous year: 24.4%). The Volkswagen Group's share of the passenger car market in Central and Eastern Europe rose to 15.7% (previous year: 15.2%). In 2013, the Volkswagen Group sold 2.6% more vehicles in the U.S. market than in the previous year. The Volkswagen Group delivered 13.3% fewer vehicles to customers in the highly competitive South American markets than in the prior year. The Volkswagen Group's car sales in the Asia-Pacific region increased by 14.8% in 2013 compared with the prior-year figure. The Volkswagen Group increased its share of the passenger car market in the Asia-Pacific region to 12.9% (previous year: 12.2%). In 2013, the Volkswagen Group delivered 16.2% more vehicles year-on-year to customers in the Chinese market, which was again the main driver of growth in the Asia-Pacific region.

Commercial Vehicles Deliveries

In 2013 the Volkswagen Group delivered 772,705 light commercial vehicles, trucks and buses to customers worldwide (+2.8% year-on-year), of which 551,908 were light commercial vehicles (+0.3% year-on-year). The number of trucks sold rose to 198,004 (+10.0% year-on-year), while deliveries of buses increased to 22,793 (+5.3% year-on-year). Volkswagen Commercial Vehicles sold 0.3% more units than in 2012. The MAN brand delivered 140,333 units in 2013, an increase of 4.5% on the previous year. Scania significantly increased deliveries by 19.4% year-on-year to 80,464 units. In Western Europe, the Volkswagen Group's deliveries were on a level with the previous year (–1.0% year-on-year) at a total of 349,204 units. The Volkswagen Group delivered 69,171 vehicles in Central and Eastern Europe, matching the prior-year level. In 2013 the Volkswagen Group delivered 11,638 commercial vehicles in the North American markets and overall increased its sales by 19.9% year-on-year. In South America, 244,720 vehicles were delivered to customers (+11.3% year-on-year). In the Brazilian market the Volkswagen Group delivered a total of 196,882 commercial vehicles (+13.4% year-on-year). In the markets of the Asia-Pacific region, the Volkswagen Group increased sales to its customers by 1.8% to a total of 30,447 units.

Worldwide Development of Inventories

Global vehicle inventories at Volkswagen Group companies and in the dealer organization were higher on 31 December 2013 than at year-end 2012 due to an increase in inventories in China in response to increased demand.

Production

The Volkswagen Group produced 9,727,848 vehicles worldwide in 2013, exceeding the prior-year figure by 5.1%. The Chinese joint ventures increased their production volume by 18.6% due to the continued strong demand in China. Germany accounted for 25.3% (previous year: 25.1%) of the Volkswagen Group's total production, remaining on a level with the previous year. In the past year, the Volkswagen Group's plants worldwide produced an average of 39,352 vehicles per working day, an increase of 4.2% year-on-year. The Crafter models built in the Daimler plants in Düsseldorf and Ludwigsfelde and the Routan, which is manufactured in cooperation with Chrysler in North America, are not included in the Volkswagen Group's production figures.

Volkswagen Financial Services

Volkswagen Financial Services increased its products in the market in 2013. 4.3 million new financing, leasing and service/insurance contracts were signed worldwide, a 13.4% increase on the prior-year

figure. At 10.7 million, the total number of contracts at 31 December 2013 exceeded the number at the end of 2012 by 11.3%. The number of contracts in the Customer Financing/ Leasing area was up 9.0% to 6.9 million and the number of contracts in the Service/Insurance area increased by 15.7%. Assuming unchanged credit eligibility criteria, the total Volkswagen Group delivery volumes accounted for by financed or leased vehicles increased from 27.5% in the previous year to 28.9%.

Volkswagen Bank direkt was managing 1,418 thousand accounts at the end of 2013 (previous year: 1,438 thousand).

Sales Revenue and Profit

The Volkswagen Group generated sales revenue of EUR 197.0 billion in 2013, 2.2% higher than in 2012. Although the slight decline in volumes — excluding the Chinese joint ventures — and in particular negative exchange rate effects depressed sales revenue year-on-year, these effects were more than offset by the initial full-year consolidation of Porsche and the good business performance by the Financial Services Division. The largest proportion of sales revenue, at 80.9% (80.4%), was recorded outside of Germany.

Gross profit was slightly up on the previous year, at EUR 35.6 billion (EUR 35.2 billion). Depreciation charges resulting from increased capital expenditures, higher research and development costs, negative mix effects as well as contingency reserves had a negative impact. The gross margin was virtually unchanged at 18.1% (18.2%).

The Volkswagen Group generated an operating profit of EUR 11.7 billion in the fiscal year 2013, surpassing the record prior-year figure (EUR 11.5 billion). Distribution and administrative expenses increased as a result of the initial full-year consolidation of Porsche. At EUR 2.6 billion, other operating income exceeded the prior-year figure, mainly as a result of lower expenses related to exchange rate factors. The operating return on sales was 5.9% (6.0%).

At EUR 12.4 billion, the Volkswagen Group's profit before tax in 2013 was down on the prior-year period, when measurement effects in connection with the integration of Porsche (EUR 12.3 billion) had a clearly positive impact on the financial result. The return on sales before tax declined from 13.2% to 6.3%. Profit after tax consequently declined by EUR 12.7 billion to EUR 9.1 billion. The tax rate rose to 26.4% (14.1%); the effects from the updated measurement of options relating to Porsche and the remeasurement of the existing shares held did not affect tax expense in the previous year.

Administration, Management and Supervisory Bodies

Board of Management

The Board of Management shall consist of at least three members; its members are at the date of this Prospectus:

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Name	Area of responsibility		
Prof. Dr. h. c. mult. Martin Winterkorn	Chairman, Research and Development, Chairman of the Executive Board of Porsche Automobil Holding SE		
Dr. rer. pol. h.c. Francisco Javier Garcia Sanz	Procurement		
Prof. Dr. rer. pol. DrIng. E. h. Jochem Heizmann	China		
Christian Klingler	Sales and Marketing		
DrIng. E. h. Michael Macht	Production		
Prof. Dr. rer. pol. Horst Neumann	Human Resources and Organization		
Dr. h.c. Leif Östling	Commercial Vehicles		
Hans Dieter Pötsch	Finance and Controlling, Chief Financial Officer of Porsche Automobil Holding SE		
Prof. Rupert Stadler	Chairman of the Board of Management of AUDI		

AG

The members of the Board of Management hold the following additional mandates.

Name Additional activities (as of 31 December 2013)

Prof. Dr. h. c. mult. Martin Winterkorn	FC Bayern München AG, Munich ¹
Dr. rer. pol. h. c. Francisco Javier Garcia Sanz	Hochtief AG, Essen ¹
	Criteria CaixaHolding S.A., Barcelona ²
Prof. Dr. rer. pol. DrIng. E. h. Jochem Heizmann	Lufthansa Technik AG, Hamburg¹
	OBO Bettermann GmbH, Menden ²
Christian Klingler	Messe Frankfurt GmbH, Frankfurt am Main ²
Prof. Dr. rer. pol. Horst Neumann	Wolfsburg AG, Wolfsburg ¹
Dr. h.c. Leif Östling	SKF AB, Gothenburg ²
	EQT Holdings AB, Stockholm ²
Hans Dieter Pötsch	Bertelsmann SE & Co. KGaA, Gütersloh ¹
Prof. Rupert Stadler	FC Bayern München AG, Munich ¹

¹ Membership of statutory supervisory boards in Germany.

Supervisory Board

The Supervisory Board shall consist of 20 members, as of the date of this Prospectus its members are:

Name	Additional Activities (as of 31 December 2013)
HonProf. Dr. techn. h. c. DiplIng. ETH Ferdinand K. Piëch	AUDI AG, Ingolstadt ¹
Chairman	Dr. Ing. h.c. F. Porsche AG, Stuttgart ¹
	MAN SE, Munich (Chairman) ¹
	Porsche Automobil Holding SE, Stuttgart ¹
	Ducati Motor Holding S.p.A., Bologna ³
	Porsche Gesellschaft m.b.H., Salzburg ³
	Porsche Holding Gesellschaft m.b.H., Salzburg ³
	Porsche Piech Holding GmbH, Salzburg ³
	Scania AB, Södertälje ³
	Scania CV AB, Södertälje ³
Berthold Huber*	AUDI AG, Ingolstadt (Deputy Chairman) ¹
Deputy Chairman IG Metall	Porsche Automobil Holding SE, Stuttgart ¹
io metali	Siemens AG, München (Deputy Chairman) ¹
Dr. Hussain Ali Al-Abdulla	Gulf Investment Corporation, Safat/Kuwait ³

 $^{^{2}\,\}mbox{Comparable}$ appointments in Germany and abroad.

Name	Additional Activities (as of 31 December 2013)	
Vice Chairman of Qatar Holding LLC	Masraf Al Rayan, Doha (Chairman) ³	
	Qatar Exchange, Doha (Chairman) ³	
	Qatar Investment Authority, Doha ³	
	Qatar Holding LLC, Doha ³	
Ahmad Al-Sayed CEO of the Qatar Investment Authority and Managing Director (CEO) of Qatar Holding LLC	Canary Wharf Group, London ³ Qatar Exchange, Doha (Deputy Chairman) ³ Qatar National Bank, Doha ³	
Jürgen Dorn Chairman of the Works Council at the MAN Truck & Bus AG Munich plant, Chairman of the General Works Council of MAN Truck & Bus AG and Chairman of the Group Works Council and the SE Works Council of MAN SE	MAN THE & BUS AS MINNER HISTORY	
Annika Falkengren President and Group Chief Executive of	Münchener Rückversicherungs-Gesellschaft AG, Munich ¹	
Skandinaviska Enskilda Banken AB	Securitas AB, Stockholm ³	
Dr. jur. Hans-Peter Fischer Chairman of the Board of Management of Volkswagen Management Association	Volkswagen Pension Trust e.V., Wolfsburg ³	
Uwe Fritsch Chairman of the Works Council at the Volkswagen AG Braunschweig plant	•	
No Diadisonweig plant	Phantoms Basketball Braunschweig GmbH, Braunschweig³	

Name

Babette Fröhlich*

IG Metall, Department head for coordination of

Executive Board duties and planning

Deutsche Messe AG, Hanover¹

MTU Aero Engines AG, Munich¹

Olaf Lies

Minister of Economic Affairs, Labor and Transport for

the Federal State of Lower Saxony

Hartmut Meine*

Director of the Lower Saxony and Saxony-Anhalt

Regional Office of IG Metall

Continental AG, Hanover¹

KME Germany GmbH, Osnabrück1

Peter Mosch*

Chairman of the General Works Council of AUDI AG

AUDI AG, Ingolstadt1

Porsche Automobil Holding SE, Stuttgart¹

Dr.-Richard-Bruhn-Hilfe, Altersversorgung der

AUTO UNION GmbH, VVaG, Ingolstadt1

Bernd Osterloh*

Chairman of the General and Group Works Councils

of Volkswagen AG

Autostadt GmbH, Wolfsburg¹

Porsche Automobil Holding SE, Stuttgart¹

Wolfsburg AG, Wolfsburg¹

Allianz für die Region GmbH, Braunschweig³

Porsche Holding Gesellschaft m.b.H., Salzburg³

VfL Wolfsburg-Fußball GmbH, Wolfsburg³

Volkswagen Immobilien GmbH, Wolfsburg³

Dr. jur. Hans Michel Piëch Lawyer in private practice

AUDI AG, Ingolstadt1

Dr. Ing. h.c. F. Porsche AG, Stuttgart¹

Porsche Automobil Holding SE, Stuttgart¹

Porsche Cars Great Britain Ltd., Reading³

Porsche Cars North America Inc., Wilmington³

m.b.H..

Salzburg

Gesellschaft Porsche (Chairman)3

Porsche Holding Gesellschaft m.b.H., Salzburg³

Porsche Ibérica S.A., Madrid³

Porsche Italia S.p.A., Padua³

Porsche Piech Holding GmbH, Salzburg

(Chairman)3

Schmittenhöhebahn AG, Zell am See³

Volksoper Wien GmbH, Vienna³

Ursula Piëch

Supervisory Board member of AUDI AG

AUDI AG, Ingolstadt1

Name

Dr. jur. Ferdinand Oliver Porsche

Member of the Board of Management of Familie Porsche AG Beteiligungsgesellschaft

AUDI AG, Ingolstadt1

Dr. Ing. h.c. F. Porsche AG, Stuttgart1

Porsche Automobil Holding SE, Stuttgart¹

PGA S.A., Paris³

Porsche Holding Gesellschaft m.b.H., Salzburg³

Porsche Lizenz- und Handelsgesellschaft mbH

& Co. KG, Bietigheim-Bissingen³

Dr. rer. comm. Wolfgang Porsche

AUDI AG, Ingolstadt1

Chairman of the Supervisory Board of Porsche Dr. Ing. h.c. F. Porsche AG, Automobil Holding SE;

Stuttgart (Chairman)1

Chairman of the Supervisory Board of Dr. Ing. h.c. F. Porsche Automobil Holding Porsche AG

SE, Stuttgart (Chairman)1

Familie Porsche AG Beteiligungsgesellschaft, Salzburg (Chairman)3

Porsche Cars Great Britain Ltd., Reading³

Porsche Cars North America Inc., Wilmington³

Porsche Gesellschaft m.b.H., Salzburg (Deputy Chairman)3

Porsche Holding Gesellschaft m.b.H., Salzburg³

Porsche Ibérica S.A., Madrid³ Porsche Italia S.p.A., Padua³

Porsche Piech Holding GmbH, Salzburg

(Deputy Chairman)3

Schmittenhöhebahn AG, Zell am See³

Stephan Weil

Minister-President of the Federal State of Lower Saxony

Stephan Wolf

Deputy Chairman of the General and Group Works Council of Volkswagen AG

Wolfsburg AG, Wolfsburg¹

Sitech Sitztechnik GmbH, Wolfsburg³

Volkswagen Pension Trust e.V., Wolfsburg³

Thomas Zwiebler* Chairman of the Works Council for Volkswagen Commercial Vehicles

Employee representative

Membership of statutory supervisory boards in Germany.

Volkswagen Group appointments to statutory supervisory

Comparable appointments in Germany and abroad.

Wolfgang Ritmeier, Jürgen Stumpf and Bernd Wehlauer resigned from the Supervisory Board at the end of 2012. Effective January 1, 2013, Dr. Hans-Peter Fischer, Jürgen Dorn and Stephan Wolf were appointed to the Supervisory Board as their successors. Jassim Al-Kuwari stepped down from the Supervisory Board as of April 25, 2013. He was succeeded by Ahmad Al-Sayed, who was appointed by court order as his replacement on the Supervisory Board effective June 28, 2013.

Effective February 19, 2013, the State of Lower Saxony appointed the Minister-President, Stephan Weil, and the Minister of Economic Affairs, Labor and Transport, Olaf Lies, to the Supervisory Board. They succeeded David McAllister and Jörg Bode, who stepped down from the Supervisory Board as of the same day.

The scheduled term of office of Dr. Wolfgang Porsche as a member of the Supervisory Board expired at the end of the Annual General Meeting on April 25, 2013. The Annual General Meeting elected Dr. Porsche to the Supervisory Board for a further full term of office. The Annual General Meeting also resolved to distribute a dividend of EUR 3.50 per ordinary share and EUR 3.56 per preferred share for 2012

The members of the Board of Management and the members of the Supervisory Board may be contacted at VWAG's business address: VOLKSWAGEN AKTIENGESELLSCHAFT, Generalsekretariat, Berliner Ring 2, 38440 Wolfsburg, Germany.

The following family relationships exist between the members of the Supervisory Board: Hon.-Prof. Dr. techn. h.c. Dipl.-Ing. ETH Ferdinand K. Piëch and Ursula Piëch are married. Furthermore, Hon.-Prof. Dr. techn. h.c. Dipl.-Ing. ETH Ferdinand K. Piëch and Dr. jur. Hans Michel Piëch are brothers and both are cousins of Dr. rer. comm. Wolfgang Porsche. In addition, Dr. jur. Ferdinand Oliver Porsche is a nephew of the aforementioned members of the Supervisory Board. There are no family relationships between the remaining members of the Supervisory Board.

Some of the members of the Board of Management and the Supervisory Board are also members of executive bodies of Volkswagen Group companies, which are companies in which VWAG has a substantial interest, and of key shareholders of VWAG, so-called dual mandates.

Such dual mandates are, for example, held by the Chairman of the Supervisory Board of VWAG, Hon.-Prof. Dr. techn. h.c. Dipl.-Ing. ETH Ferdinand K. Piëch, the Chairman of the Board of Management of VWAG, Prof. Dr. Dr. h. c. mult. Martin Winterkorn, the CFO of VWAG, Hans Dieter Pötsch and by the members of the Board of Management of VWAG, Dr. rer. pol. h.c. Francisco Javier Garcia Sanz and Dr. h.c. Leif Östling, who are simultaneously members of the Board of Directors of Scania AB, with Prof. Dr. Dr. h. c. mult. Martin Winterkorn holding the position of Chairman of the Board of Directors. Prof. Dr. Dr. h. c. mult. Martin Winterkorn, Dr. rer. pol. h.c. Francisco Javier Garcia Sanz, Prof. Dr. rer. pol. Dr.-Ing. E. h. Horst Neumann and Hans Dieter Pötsch are also members of the Supervisory Board of AUDI AG, with Prof. Dr. Dr. h. c. mult. Martin Winterkorn holding the position of Chairman of the Supervisory Board. The member of the Board of Management, Prof. Rupert Stadler, is simultaneously the Chairman of the Board of Management of AUDI AG.

Hon.-Prof. Dr. techn. h.c. Dipl.-Ing. ETH Ferdinand K. Piëch, Chairman of the Supervisory Board, is simultaneously Chairman of the Supervisory Board of MAN SE. The members of the Board of Management of VWAG, Dr. h.c. Leif Östling, Hans Dieter Pötsch and Prof. Rupert Stadler, as well as Prof. Dr. h. c. mult. Martin Winterkorn are also members of the Supervisory Board of MAN SE.

Dual mandates also exist in relation to key shareholders of VWAG and the members of its governing bodies. For example, the Chairman of the Board of Management of VWAG, Prof. Dr. h. c. mult. Martin Winterkorn, and the CFO, Hans Dieter Pötsch, are simultaneously members of the Executive Board of Porsche Automobil Holding SE (the Chairman and the CFO, respectively) and members of the Supervisory Board of Dr. Ing. h.c. F. Porsche AG, Porsche Holding Gesellschaft m.b.H., Salzburg, Porsche Austria G.m.b.H., Salzburg, and Porsche Retail G.m.b.H., Salzburg.

Dr. jur. Hans Michel Piëch, Dr. jur. Ferdinand Oliver Porsche, Berthold Huber, Peter Mosch and Bernd Osterloh are simultaneously members of the Supervisory Board of VWAG and members of the Supervisory Board of Porsche Automobil Holding SE. Hon.-Prof. Dr. techn. h.c. Dipl.-Ing. ETH Ferdinand K. Piëch is simultaneously a member of the Supervisory Board of Porsche Automobil Holding SE and Chairman of the Supervisory Board of VWAG. Dr. rer. comm. Wolfgang Porsche, Chairman of the Supervisory Board of Porsche Automobil Holding SE, is simultaneously a member of the Supervisory Board of VWAG.

Hon.-Prof. Dr. techn. h.c. Dipl.-Ing. ETH Ferdinand K. Piëch, Dr. jur. Hans Michel Piëch and Dr. jur. Ferdinand Oliver Porsche are simultaneously members of the Supervisory Board of VWAG and

members of the Supervisory Board of Dr. Ing. h.c. F. Porsche AG. Dr. rer. comm. Wolfgang Porsche, Chairman of the Supervisory Board of Dr. Ing. h.c. F. Porsche AG, is simultaneously a member of the Supervisory Board of VWAG.

Hon.-Prof. Dr. techn. h.c. Dipl.-Ing. ETH Ferdinand K. Piëch, Dr. jur. Hans Michel Piëch, Dr. jur. Ferdinand Oliver Porsche, Dr. rer. comm. Wolfgang Porsche, Berthold Huber, Peter Mosch and Ursula Piëch are members of the Supervisory Board of VWAG and members of the Supervisory Board of AUDI AG.

Due to the dual mandates, there could be instances in which there arises a conflict of interest in the structuring of business relationships between Volkswagen companies, as well as with other companies outside the Volkswagen Group, or a disadvantageous exercise of influence over the Volkswagen Group's business. This is particularly the case given the background that, due to the overlap of personnel and the Volkswagen's Group structure, decision-making within the Board of Management and the Supervisory Board cannot take place as independently as would be the case for subsidiaries which are not as connected with their parent company in the same manner. To the extent that conflicts of interest occur, the relevant members deal with them in a responsible manner and in accordance with legal requirements.

There are no employment contracts between VWAG or any of its subsidiaries and members of the Supervisory Board or the Board of Management of VWAG which provide for benefits at the end of the employment relationship. In the event of regular termination of service, however, members of the Board of Management of VWAG are entitled to a pension, including a surviving dependents' pension as well as the use of company cars for the period in which they receive their pension.

Hon.-Prof. Dr. techn. h.c. Dipl.-Ing. ETH Ferdinand K. Piëch, Ursula Piëch, Dr. jur. Hans Michel Piëch, Dr. jur. Ferdinand Oliver Porsche and Dr. rer. comm. Wolfgang Porsche are members of the Supervisory Board and are indirect owners of voting rights in VWAG.

Significant events after the balance sheet date

VWAG made a voluntary tender offer to Scania shareholders to purchase all Scania A and B shares not previously held by Volkswagen either directly or indirectly. The offer for the 298,910,903 shares amounts to SEK 200 per share. The offer period began on March 17, 2014 and ran until April 25, 2014. The shares tendered in the Offer at the end of the acceptance period on 25 April 2014, together with the shares already held or otherwise controlled by Volkswagen, amount to in aggregate 706,028,689 shares in Scania, comprising 389,937,855 A shares and 316,090,834 B shares, corresponding to 88.25% of the shares and 95.81% of the voting rights in Scania. To provide the remaining shareholders of Scania more time to accept the Offer, the acceptance period has been extended until 16 May 2014. Volkswagen will, as soon as the Offer is accepted to such extent that Volkswagen becomes the owner of more than 90% of all shares in Scania, and provided that the other completion conditions continue to be fulfilled, declare the Offer unconditional and complete the Offer. Following such completion, Volkswagen will initiate a squeeze-out and have the Scania shares delisted. The price offered by Volkswagen for the shares in Scania will not be increased. The total value of the offer is approximately €6.7 billion.

Volkswagen has had a direct and indirect interest in Scania AB since 2000 and currently holds a total of 89.2% of the voting rights and 62.6% of the capital. With this offer, Volkswagen is pursuing its goal of creating the planned integrated commercial vehicles group.

Board Practices

In accordance with the provisions of the German Stock Corporation Act (*Aktiengesetz*—AktG) and the German Co-Determination Act (*Mitbestimmungsgesetz*— ("**MitbestG**")), the Supervisory Board elects a Chairman and a Deputy Chairman for the respective terms of office. If the Chairman or his Deputy leaves before expiration of his term of office, the Supervisory Board must promptly hold a new election to fill the position for the remainder of the departed member's term of office. The Articles of Association of VWAG provide that declarations of intent by the Supervisory Board are made by the Chairman of the Supervisory Board on its behalf.

In accordance with the Articles of Association of VWAG, the Supervisory Board may form further committees from among its members to perform specific functions, in addition to the committee to be formed in accordance with section 27(3) of the MitbestG.

The Supervisory Board had formed the following four committees: the Executive Committee, the Mediation Committee, the Audit Committee and the Nomination Committee. On September 21, 2012 the Committee for Major Shareholder Business Relationships and the Integrated Automotive Group Committee were dissolved.

The Executive Committee consists of three shareholder representatives and three employee representatives. The members of the Nomination Committee are the shareholder representatives in the Executive Committee. In 2013, the remaining two committees were each composed of two shareholder representatives and two employee representatives.

The Executive Committee of the Supervisory Board met four times during 2013. These meetings mainly served to prepare in detail the resolutions by the Supervisory Board and to deal with contractual issues concerning the Board of Management other than those relating to members' remuneration. The following persons are members of the Executive Committee: Hon.-Prof. Dr. techn. h.c. Dipl.-Ing. ETH Ferdinand K. Piëch (Chairman), Berthold Huber (Deputy Chairman), Bernd Osterloh, Dr. Wolfgang Porsche, Stephan Weil and Stephan Wolf.

The Nomination Committee is responsible for proposing suitable candidates for the Supervisory Board to recommend for election to the Annual General Meeting. The Committee met once during 2013. The following persons were members of the Nomination Committee in 2013: Hon.-Prof. Dr. techn. h.c. Dipl.-Ing. ETH Ferdinand K. Piëch (Chairman), Dr. Wolfgang Porsche and Stephan Weil.

The Mediation Committee is responsible, in accordance with the German Co-Determination Act, for appointing the members of the Board of Management. In 2013, the following persons were members of the Mediation Committee: Hon.-Prof. Dr. techn. h.c. Dipl.-Ing. ETH Ferdinand K. Piëch (Chairman), Berthold Huber (Deputy Chairman), Bernd Osterloh and Stephan Weil. The Mediation Committee did not have to be convened in 2013.

The Audit Committee met five times during 2013. It focused primarily on the consolidated financial statements, risk management (including the internal control system), and the work performed by VWAG's compliance organization. In addition, the Audit Committee addressed the quarterly reports and the half-yearly financial report of the Volkswagen Group, as well as current financial reporting issues and their examination by the auditors. The following persons are members of the Audit Committee: Dr. Ferdinand Oliver Porsche (Chairman), Peter Mosch (Deputy Chairman), Annika Falkengren and Babette Fröhlich.

Corporate Governance

The government commission on the German Corporate Governance Code appointed by the Federal Ministry of Justice (*Bundesministerium für Justiz*) in September 2001 adopted the German Corporate Governance Code ("**AktG**" or the "**Code**") on February 26, 2002 and, most recently, adopted various amendments to the Code on May 13, 2013. The Code provides recommendations and suggestions on managing and supervising listed German companies. In doing so, it is based on recognized international and national standards for good and responsible corporate governance. The purpose of the Code is to make the German corporate governance system transparent and comprehensible. The Code contains recommendations and suggestions on corporate governance with respect to shareholders and the general meeting, the board of management, the supervisory board, transparency, accounting and auditing. The Code can be viewed online at www.corporate-governance-code.de.

There is no obligation to comply with the recommendations and suggestions of the Code. German stock corporation law merely requires the board of management and supervisory board of a listed company to either make an annual declaration that the company has been and will be in compliance with the recommendations of the Code, or state which recommendations have not or will not be applied and why. The statement is to be made permanently available on the website of VWAG. A company may deviate from the suggestions made in the Code without disclosing this.

On February 22, 2013 the Board of Management and the Supervisory Board of VWAG issued the following supplement to the statement of compliance with the German Corporate Governance Code required by section 161 of the AktG dated as of November 23, 2012:

"In their Declaration of Conformity dated 23 November 2012, the Board of Management and the Supervisory Board of VWAG declared that they would fully comply with the recommendations of the

Government Commission of the German Corporate Governance Code (DCGK) in the version dated 15 May 2012 that had been published by the German Ministry of Justice in the official section of the Federal Gazette (Bundesanzeiger) on 15 June 2012, with the exception of numbers 4.2.3 paragraph 4 (severance pay cap), 5.1.2 paragraph 2 sentence 3 (age limit for members of the Board of Management), 5.3.2 sentence 3 (independence of the Chair of the Audit Committee), 5.4.1 paragraphs 4 to 6 (disclosures regarding election recommendations), 5.4.6 paragraph 2 (performance-related compensation for members of the Supervisory Board) and 5.5.3 sentence 1 (report to the Annual General Meeting of any conflicts of interest which have occurred, together with their treatment).

On 22 February 2013, the Supervisory Board adopted a resolution regarding the parameters for determining the extent of the bonus paid to members of the Board of Management, a fact which also affects the 2012 bonus. This resolution deviates from number 4.2.3 paragraph 3 sentence 3 of the DCGK where the 2012 bonus is concerned. Under this provision, a retroactive change of the comparison parameters for variable compensation elements should be excluded. However, the Supervisory Board is of the opinion that continued adherence to the previous parameters for the bonus would have resulted in bonuses that are no longer appropriate. An adjustment of the comparison parameters was therefore advisable despite the retroactive nature thereof.

The Board of Management and the Supervisory Board of VWAG declare that the Declaration of Conformity issued on 23 November 2012 is now being qualified to exclude compliance with recommendation number 4.2.3 paragraph 3 sentence 3 (exclusion of retroactive changes of comparison parameters) for the 2012 bonus."

On November 22, 2013 the Board of Management and the Supervisory Board of VWAG issued the following annual declaration of conformity with the German Corporate Governance Code required by section 161 of the AktG:

"The Board of Management and the Supervisory Board declare that:

1. The recommendations of the Government Commission of the German Corporate Governance Code in the version dated 13 May 2013 (2013 DCGK) that was published by the German Ministry of Justice in the official section of the Federal Gazette (Bundesanzeiger) on 10 June 2013 will be fully complied with, effective immediately, with the exception of the numbers listed below. The reasons for the exceptions are also listed below.

a) 4.2.3 paragraph 4 (severance pay cap)

A severance pay cap will be included in new contracts concluded with members of the Board of Management, but not in contracts concluded with Board of Management members entering their third term of office or beyond, provided a cap did not form part of the initial contract. Existing contractual provisions have, to this extent, been protected.

b) 5.1.2 paragraph 2 sentence 3 (age limit for members of the Board of Management) An age limit for members of the Board of Management is not considered to be appropriate because the ability to successfully manage the company does not necessarily cease when a specific age is reached. A rigid retirement age could also be deemed discriminatory. It may be in the interests of the company to appoint someone over the age of 65. A rigid retirement age would therefore appear to be inappropriate.

c) 5.3.2 sentence 3 (independence of the chair of the Audit Committee)

The wording of the German Corporate Governance Code does not make it clear whether the Chairman of the Audit Committee is independent within the meaning of number 5.3.2 sentence 3 of the 2013 DCGK. Such independence could be considered lacking in view of his membership of the Supervisory Board of Porsche Automobil Holding SE, kinship with other members of the Supervisory Board of the company and Porsche Automobil Holding SE, his indirect minority interest in Porsche Automobil Holding SE, and contractual relations with other members of the Porsche and Piëch families who also have a direct or indirect interest in Porsche Automobil Holding SE. However, in the opinion of the Supervisory Board and the Board of Management, these relationships do not constitute a conflict of interest nor do they interfere with his duties as the Chairman of the Audit Committee. However, the aforementioned exception is being declared, purely as a precautionary measure.

d) 5.4.1 paragraphs 4 to 6 (disclosure regarding election recommendations)

With regard to the recommendation in number 5.4.1 paragraphs 4 to 6 of the 2013 DCGK that certain circumstances be disclosed by the Supervisory Board when making election recommendations to the Annual General Meeting, the requirements of the Code are vague and the definitions unclear. Purely as a precautionary measure, the Board of Management and the Supervisory Board therefore declare a deviation from the Code in this respect. Notwithstanding this, the Supervisory Board will make every effort to satisfy the requirements of number 5.4.1 paragraphs 4 to 6.

e) 5.4.6 paragraph 2 (performance-related remuneration of members of the Supervisory Board)

The remuneration of members of the Supervisory Board is regulated by the shareholders in article 17(1) of the VW Articles of Association, including a link to dividend distribution. We therefore assume that the variable remuneration component will be oriented toward the sustainable growth of the enterprise within the meaning of number 5.4.6 paragraph 2 of the 2013 DCGK. However, as it cannot be ruled out that other views will be taken, a deviation from this recommendation in the Code is being declared as a precautionary measure.

f) 5.5.3 sentence 1 (report to the Annual General Meeting of any conflicts of interest which have occurred, together with their treatment)

In its verdict of 5 July 2011 (file number 5 U 104/10), the Higher Regional Court of Frankfurt am Main ruled that the ratification of the actions of the Board of Management and of the Supervisory Board of a listed company by the Annual General Meeting was invalid, due partly to the fact that the report to the Annual General Meeting concerning conflicts of interest and their treatment was not detailed enough. As a result of this verdict, there is now some uncertainty with regard to the scope of reporting required by the Code, particularly within the context of the non-disclosure obligations relating to stock corporations pursuant to sections 93 and 116 of the German Stock Corporation Act (AktG). As a precautionary measure, we therefore declare an exception to number 5.5.3 sentence 1. Notwithstanding the above, we will continue to report on any conflicts of interest which have occurred and their treatment in the same scope as before.

- 2. The recommendations of the Government Commission of the German Corporate Governance Code in the version dated 15 May 2012 (2012 DCGK) was complied with in the period from the last Declaration of Conformity dated 23 November 2012 until the entry into force of the 2013 DCGK with the exception of the numbers listed below.
- a) 4.2.3 paragraph 4 (severance pay cap)
- b) 5.1.2 paragraph 2 sentence 3 (age limit for members of the Board of Management)
- c) 5.3.2 sentence 3 (independence of the chair of the Audit Committee)
- d) 5.4.1 paragraphs 4 to 6 (disclosure regarding election recommendations)
- e) 5.4.6 paragraph 2 (performance-related remuneration for members of the Supervisory Board)
- f) 5.5.3 sentence 1 (report to the Annual General Meeting of any conflicts of interest which have occurred, together with their treatment)
- g) 4.2.3 paragraph 3 sentence 3 of the 2012 DCGK (exclusion of retroactive changes to comparison parameters)

The reasons for the exceptions to a) to f) are explained above under clause 1. In the supplement dated 22 February 2013 to the Declaration of Conformity dated 23 November 2012, another deviation was declared regarding number 4.2.3 paragraph 3 sentence 3 of the 2012 DCGK (exclusion of retroactive changes to comparison parameters). However, the Supervisory Board is of the opinion that continued adherence to the previous parameters for the bonus would have resulted in bonuses that were no longer appropriate. An adjustment of the comparison parameters was therefore advisable despite the retroactive nature thereof. This deviation occurred on a one-off basis relating to the bonus for the year 2012.

- 3. From the entry into force of the 2013 DCGK until the submission of this Declaration of Conformity, the recommendations were complied with except for the following numbers
- a) 4.2.3 paragraph 4 (severance pay cap)

- b) 5.1.2 paragraph 2 sentence 3 (age limit for members of the Board of Management)
- c) 5.3.2 sentence 3 (independence of the chair of the Audit Committee)
- d) 5.4.1 paragraphs 4 to 6 (disclosure regarding election recommendations)
- e) 5.4.6 paragraph 2 (performance-related remuneration for members of the Supervisory Board)
- f) 5.5.3 sentence 1 (report to the Annual General Meeting of any conflicts of interest which have occurred, together with their treatment)
- a) 4.2.2 paragraph 2 sentence 3 (vertical comparison of remuneration)

The reasons for the deviations to a) to f) are explained above under clause 1. The recommendation under number 4.2.2 paragraph 2 sentence 3 (vertical comparison of remuneration) is made for the first time in the 2013 DCGK. The 2013 DCGK does not indicate the extent to which this recommendation requires the Supervisory Board to make stipulations and observations, even if no decisions are made regarding the remuneration of members of the Board of Management. For this reason, purely as a precautionary measure, a deviation will be declared. Following the necessary consultations and declarations by the Supervisory Board, this recommendation shall be complied with as of today."

Historical Financial Statements

VWAG prepares its consolidated financial statements in accordance with International Financial Reporting Standards ("IFRS") (as adopted by the European Union).

The Consolidated Financial Statements of the Volkswagen Group for the fiscal years ended 31 December 2012 and 2013 and the respective auditor's reports thereon are incorporated herein by reference to the Annual Report 2012 and 2013 of VWAG. The Consolidated Interim Financial Statements of the Volkswagen Group for the period 1 January to 31 March 2014 are incorporated herein by reference to the Interim Report for the period 1 January to 31 March 2014 of VWAG.

Selected Historical Financial Information

The following unaudited financial information was extracted from the Interim Report of VWAG for the period 1 January to 31 March 2014.

	Q	1	
Financial Data (IFRSs), EUR million	2014	2013	%
Sales revenue	47,831	46,565	+2.7
Operating profit	2,855	2.344	+21.8
Profit before tax	3,357	2,688	+24.9
Profit after tax	2,468	1,946	+26.8
Profit attributable to Volkswagen AG shareholders	2,395	2,026	+18.2
Cash flows from operating activities	1,498	2,549	-41.2
Cash flows from investing activities attributable to operating			
activities	2,924	2,429	+20.4
Automotive Division¹			
EBITDA ²	5,243	4,525	+15.9
Cash flows from operating activities	2,251	3,528	-36.2
Cash flows from investing activities attributable to operating			
activities ³	2,302	3,942	-41.6
of which: investments in property, plant and equipment	1,625	1,672	-2.8
as a percentage of sales revenue	3.9	4.1	
capitalized development costs	1,191	678	+75.6
as a percentage of sales revenue	2.8	1.6	
Net cash flow	-52	-414	-87.6
Net liquidity at March 31	17,714	10,649	+66.3

¹ Including allocation of consolidation adjustments between the Automotive and Financial Services divisions.

Operating profit plus net depreciation/amortization and impairment losses/reversals of impairment losses on property, plant and equipment, capitalized development costs, leasing and rental assets, goodwill and financial assets as reported in the cash flow statement.

³ Excluding acquisition and disposal of equity investments: Q1 €2,702 million (€2,208 million).

The following financial data was extracted from the Volkswagen Group's 2013 annual report:

Volume Data ¹ (unaudited)	2013	2012	%
Vehicle sales (units)	9,728,250 9,727,848 572,800	9,344,559 9,255,384 549,763	+4.1 +5.1 +4.2
Financial Data (audited), EUR million	2013	2012²	%
Sales revenue	197,007	192,676	+2.2
Operating profit	11,671	11,498	+1.5
Profit before tax	12,428	25,487	-51.2
Profit after tax	9,145	21,881	-58.2
Profit attributable to shareholders of Volkswagen AG	9,066	21,712	-58.2
Cash flows from operating activities	12,595	7,209	+74.7
Cash flows from investing activities attributable to operating activities	14,936	16,840	-11.3
Automotive Division ³			
EBITDA ⁴	20,594	19,895	+3.5
Cash flows from operating activities	20,612	16,232	+27.0
Cash flows from investing activities attributable to operating activities ⁵	16,199	16,455	-1.6
of which: investments in property, plant and equipment	11,040	10,271	+7.5
as a percentage of sales revenue	6.3	5.9	
capitalized development costs	4,021	2,615	+53.8
as a percentage of sales revenue	2.3	1.5	
Net cash flow	4,413	-223	х
Net liquidity at Dec. 31	16,869	10,573	+59.5
Return ratios in % (unaudited)	2013	2012	
Return on sales before tax	6.3	13.2	
Return on investment (RoI) in the Automotive Division	14.5	16.6	
Return on equity before tax (Financial Services Division) ⁶	14.3	13.1	

Volume data including the unconsolidated Chinese joint ventures. Prior-year figures adjusted to reflect application of IAS 19R.

Figures relating to costs and investments will be displayed as absolute numbers without plus-minus sign (±).

Volume Data (unaudited)	2013	2012	%
Vehicle sales (units)	2,495,745	2,580,266	-3.3
Production (units)	1,169,151	1,148,774	+1.8
Employees at Dec. 31	107,559	101,794	+5.7

Including allocation of consolidation adjustments between the Automotive and Financial Services divisions.

Operating profit plus net depreciation/amortization and impairment losses/reversals of impairment losses on property, plant and equipment, capitalized development costs, leasing and rental assets, goodwill and financial assets as reported in the cash flow

Excluding acquisition and disposal of equity investments: EUR 14,497 million (EUR 12,528 million).

Profit before tax as a percentage of average equity.

Financial Data (HGB), EUR million (audited)	2013	2012	%
Sales Net income for the year Dividends (EUR) per ordinary share	65,587 3,078 4.00 ¹ 4.06 ¹	68,361 6,380 3.50	-4.1 -51.8
per preferred share	4.06	3.56	

¹ Amounts are not final, but will be proposed for approval at the Volkswagen annual general meeting of shareholders.

The following financial data was extracted from the Volkswagen Group's 2012 annual report:

Volume Data¹(unaudited)	2012	2011	%
Vehicle sales (units)	9,344,559 9,255,384	8,361,294 8,494,280	+11.8 +9.0
Employees at Dec. 31	549,763	501,956	+9.5
Financial Data (audited), EUR million	2012	2011	%
Sales revenue	192,676	159,337	+20.9
Operating profit	11,510	11,271	+2.1
Profit before tax	25,492	18,926	+34.7
Profit after tax	21,884	15,799	+38.5
Profit attributable to shareholders of Volkswagen AG	21,717	15,409	+40.9
Cash flows from operating activities	7,209	8,500	-15.2
Cash flows from investing activities attributable to operating			
activities	16,840	16,002	+5.2
Automotive Division ²			
EBITDA ³	19,906	17,815	+11.7
Cash flows from operating activities	16,232	17,109	- 5.1
Cash flows from investing activities attributable to operating			
activities4	16,455	15,998	+2.9
of which: investments in property, plan and equipment	10,271	7,929	+29.5
as a percentage of sales revenue	5.9	5.6	
capitalized development costs	2,615	1,666	+56.9
as a percentage of sales revenue	1.5	1.2	
Net cash flow	-223	1,112	Х
Net liquidity at Dec. 31	10,573	16,951	-37.6

Return ratios in % (unaudited)	2012	2011
Return on sales before tax	13.2 16.6	11.9 17.7
Return on equity before tax (Financial Services Division) ⁵	13.1	14.0

¹ Volume data including the unconsolidated Chinese joint ventures.

Including allocation of consolidation adjustments between the Automotive and Financial Services divisions.

Excluding acquisition and disposal of equity investments: EUR 12,528 million (EUR 9,371 million).

Profit before tax as a percentage of average equity.

Figures relating to costs and investments will be displayed as absolute numbers without plus-minus sign (±).

Volume Data (unaudited)	2012	2011	%
Vehicle sales (units)	2,580,266 1,148,774 101,794	2,661,327 1,215,058 97,691	-3.0 -5.5 +4.2
Figure 1 Date (HOD) FUD william (and to d)			
Financial Data (HGB), EUR million (audited)	2012	2011	%
Sales Net income for the year Dividends (EUR)	68,361 6,380	67,178	

Statutory Auditors

The auditor for the consolidated and unconsolidated financial statements of VWAG for the current year is PricewaterhouseCoopers Aktiengesellschaft Wirtschaftsprüfungsgesellschaft ("**PwC**"), Fuhrberger Str. 5, 30625 Hannover, Germany PwC is member of the Chamber of Public Accountants (*Wirtschaftsprüferkammer*) in Berlin.

PwC audited the unconsolidated financial statements of VWAG as of and for the fiscal year ended 31 December 2013, which were prepared in accordance with the German Commercial Code (Handelsgesetzbuch – "HGB"), as well as the consolidated financial statements of VWAG as of and for the fiscal years ended 31 December 2013 and 31 December 2012, which were prepared in accordance with IFRS, as adopted by the EU, and the additional requirements of German commercial law pursuant to Section 315a (1) of the HGB, and issued in each case an unqualified auditor's report (Bestätigungsvermerk).

Significant Change in the Financial or Trading Position

There has been no significant change in the financial or trading position of VWAG since 31 March 2014.

Trend Information

There has been no material adverse change in the prospects of VWAG since 31 December 2013.

Operating profit plus net depreciation/amortization and impairment losses/reversals of impairment losses on property, plant and equipment, capitalized development costs, leasing and rental assets, goodwill and financial assets as reported in the cash flow statement.

Legal and arbitration proceedings

In the course of their operating activities, VWAG and the companies in which it is directly or indirectly invested become involved in legal disputes and official proceedings in Germany and internationally. In particular, such proceedings may occur in relation to suppliers, dealers, customers, employees, or investors. For the companies involved, these may result in payment or other obligations. Particularly in cases where U.S. customers assert claims for vehicle defects individually or by way of a class action, highly cost-intensive measures may have to be taken and substantial compensation or punitive damages paid. Corresponding risks also result from U.S. patent infringement proceedings.

Where transparent and economically viable, adequate insurance cover is taken out for these risks and appropriate provisions recognized for the remaining identifiable risks. VWAG does not believe, therefore, that these risks will have a sustained effect on the economic position of the Volkswagen Group.

Consequently, VWAG is of the opinion that, to the best of its knowledge, there have been no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which VWAG is aware) in the twelve months preceding the date of this Prospectus that may have or had significant effects on VWAG's or the VW Group's financial position or profitability.

Legal factors influencing business

As with other international companies, the business of Volkswagen companies is affected by numerous laws in Germany and abroad. In particular, these are legal requirements relating to development, production and distribution, but that also include tax, capital market, commercial and company law, as well as labor, banking, state aid energy and insurance regulations.

The European Commission plans to end design protection for visible vehicle parts. If this plan is actually implemented, it could adversely affect the Volkswagen Group's genuine parts business.

Documents on display

For the life of the Prospectus copies of the Articles of Association of VWAG, of the Guarantee and Negative Pledge, of the Interim Report for the period 1 January to 31 March 2014, of the Annual Reports for the financial years ended on 31 December 2012 and 2013 are available and free of charge at the administrative seat of Volkswagen Aktiengesellschaft, Berliner Ring 2, 38440 Wolfsburg, Germany and at the offices of the Paying Agent in Luxembourg.

VOLKSWAGEN INTERNATIONAL FINANCE N.V. AS ISSUER

History and Development

Volkswagen International Finance N.V. (the "Issuer" or "VIF"), which is both the legal and the commercial name, was incorporated as a stock corporation under the laws of The Netherlands for an indefinite period of time on April 15, 1977. It is registered with the Register of Commerce under No. 33148825. VIF's registered office is in Amsterdam, The Netherlands; its head office is at Herengracht 495, 1017 BT Amsterdam, The Netherlands (telephone number +31 ((20) 624 5971).

Articles of Association

The purposes of VIF according to Article 2 of its Articles of Association are to finance and to participate in companies and enterprises. VIF may borrow, raise and secure money in all manners expedient to it, especially by means of issuance of bonds, convertible bonds, stock and securities of indefinite currency term or otherwise, be it or be it not by binding some or all of its assets, present or future assets, including the capital not paid in, as well as to redeem or repay such securities.

Investments

There were no principal investments made since the date of the last published financial statements.

The management bodies of VIF have not formed firm decisions on principal future investments.

Organizational Structure / Shareholder Structure

VWAG is the ultimate parent company of the Volkswagen Group, which consists of numerous subsidiaries and affiliates in Germany and overseas. The Volkswagen Group's activities span two principal areas: the production and sale of passenger cars, commercial vehicles and spare parts (automotive) and the leasing and rental of cars as well as financing and other activities (financial services).

Legal shareholder of VIF is Volkswagen Finance Luxembourg S.A. ("VFL").

VIF currently acts both as a finance subsidiary and as a holding company within the Volkswagen Group. VWAG, VIF's ultimate parent, intends to reorganise VIF by transferring its subsidiaries to VFL. As a consequence only minority interests in a limited number of former subsidiaries will stay with VIF. Acting as a holding company will thus not be a principal activity of VIF any longer. Following the reorganisation, VIF and its former subsidiaries will be direct subsidiaries of VFL, which is a whollyowned direct subsidiary of VWAG.

The intended reorganization will not affect VIF's legal existence, which will continue without interruption, and VIF's obligations will remain in full force and effect. VWAG has commenced the reorganization in April 2014 and, subject to timely receipt of required consents and approvals, expects to complete most of the reorganization before the end of the second quarter of 2014.

Share Capital

As of 31 December 2013 the authorized capital of VIF amounted to EUR 104,370,000 divided into 104,370 registered shares with a par nominal value of EUR 1,000 each, 103,035 of which were issued and fully paid-up.

Employees

During the year 2013, the average number of employees calculated on a full-time-equivalent basis was 15.

Business Overview

Principal activities

The main activities of VIF consist in financing Volkswagen Group companies and pending implementation of the reorganization, acting as a holding company.

Within the financing business VIF issues notes under this EUR 30 billion debt issuance programme and commercial papers under a EUR 10 billion commercial paper programme. Furthermore, VIF occasionally issues bonds on a standalone basis to accommodate particular financing needs of the VW Group. Such issues include hybrid and convertible instruments as well as instruments targeted at special markets such as, *inter alia*, the U.S. and the Candian market. Both programmes, and the standalone bonds issued by VIF, are guaranteed by VIF's parent company VWAG. The funds raised are granted to Volkswagen Group companies.

As a holding company VIF owned the following subsidiaries on 31 December 2013:

Company name	Main activity	Country of Registration	Participation (%)	Equity (Million EUR)	Year of acquisition
Bentley Motors Ltd VW Group France	Production of vehicles	United Kingdom	98.978*	36.5	2010
s.aVW Group Polska Sp.	Import of vehicles	France	89.978	292.0	2010
Z 0.0	Import of vehicles	Poland	100	142.4	2012
SEAT, S.A	Production of vehicles	Spain	100	4.7	2010
Sitech Sp. z o.o	Production of car seats	Poland	100	155.8	2009
ŠKODA Auto a.s Södertälje Bil Invest	Production of vehicles	Czech Republic	100	3,440.8	2007
AB	Holding company	Sweden	100	54.3	2006
VW Autoeuropa, Lda.	Production of vehicles	Portugal	74	376.2	2006/2008
VW do Brasil Ltda VW Group Australia	Production of vehicles	Brazil	100	781.5	2008
Pty LtdVW Group Canada	Import of vehicles	Australia	100	71.7	2009
IncVW Group United	Import of vehicles	Canada	100	151.4	2010
Kingdom LtdVW Group Ireland	Import of vehicles	United Kingdom	100	841.7	2010
Ltd	Import of vehicles	Ireland	100	8.9	2008
VW Group Japan K.K.	Import of vehicles	Japan	100	160.2	2006
VW Group Rus OOO .	Production of vehicles	Russian Federation	48.92	455.9	2007 (merger 2009)
VW International Payment Services					
N.V	Financial services	Netherlands	100	265.8	2007
VW Poznan Sp. z o.o. VW Motor Polska Sp.	Production of vehicles	Poland	100	560.1	2008
z o.o	Production of engines	Poland	100	202.8	2008
VW Slovakia a.sVW Group Hong	Production of vehicles	Slovakia	100	1,302.5	2006
Kong LtdVW Group Saudi	Import of vehicles Import of vehicles	China Kindom of	100	0.1	2012
Arabia LLC	•	Saudi Arabia	51	9.6	2013

^{* 100 %} voting rights

In addition to the participations in the above listed Volkswagen Group companies in which VIF holds interests greater than 20%, VIF also holds 9% interests in the Volkswagen India Private Limited and Volkswagen Group Sales India Private Limited as well as 1 share in the capital of Volkswagen Group Services S.A.

However, in the course of the reorganisation described above, these subsidiaries will mostly be transferred to VFL and thus, VIF will, except for minority interests in a limited number of former subsidiaries, cease to be a holding company.

Principal markets

VIF finances Volkswagen Group companies primarily situated on the European, American and Asian market. Participations are held in Europe, Asia, North and South America, and Australia.

Administrative, Management and Supervisory Bodies

Management Board

The Management Board of VIF consists of two members.

Present members of the Management Board are:

Name	Additional Activities			
Thomas Fries, Managing Director	Managing Director of Volkswagen International Payment Services NV, Amsterdam			
	Managing Director of Global VW Automotive BV, Amsterdam			
	Managing Director of Volkswagen Financial Services NV, Amsterdam			
	Managing Director of VW Global Finance Holding BV, Amsterdam			
	Director A of Global Mobility Holding BV, Amsterdam			
	Managing Director of VW Finance Overseas BV, Amsterdam			
	Managing Director of VW Finance Cooperation BV, Amsterdam			
Vincent Delva, Managing Director	Secretary General of Volkswagen Group Services SA, Brussels			
Managing Director of Volkswagen International Paymer NV, Amsterdam				
	Managing Director of Volkswagen Finance Luxemburg SA, Luxembourg			
	Managing Director of Volkswagen International Luxemburg SA, Luxembourg			

Shared or equal responsibility within the Management Board Office address: Herengracht 495, 1017 BT Amsterdam; The Netherlands

Supervisory Board

The Supervisory Board of VIF consists of one or more members.

Present members of the Supervisory Board are:

Name	Additional Activities
Dr. Jochen Stich, Chairman	CEO and President of Volkswagen Group Services SA, Brussels
	Managing Director of Volkswagen Finance Belgium SA, Brussels
	Chairman of the Supervisory Board of Volkswagen Finance Luxemburg SA, Luxembourg
	Chairman of the Supervisory Board of Volkswagen International Luxemburg SA, Luxembourg
	Member of the Board of Management of Porsche Pensionskasse AG, Salzburg
	Member of the Supervisory Board of Spaengler IQAM Invest GmbH, Salzburg

Albrecht Möhle	Global Head of Global Markets and Group Funding of Volkswagen AG
	Supervisory Board position at Volkswagen International Payment Services N.V.
	Supervisory Board position at Volkswagen Finance Luxemburg S.A.
	Supervisory Board position at Volkswagen International Luxemburg S.A.
	Supervisory Board position at Volkswagen Group Services S.A.
	Member of the Board at Volkswagen Pension Trust e.V.
	Managing Director of Porsche Holding Finance
	Member of the Credit Committee at LeasePlan Corporation N.V.
Gudrun Letzel	Group Legal - Head of Truck & Buses at Volkswagen AG
	Member of the Supervisory Board of Volkswagen International Payment Services N.V.
	Member of the Supervisory Board of Volkswagen Finance Luxemburg S.A.
	Member of the Supervisory Board of Volkswagen International Luxemburg S.A.
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Additional Activities

The members of the Management Board and of the Supervisory Board can be contacted at the address of the head office of the Issuer.

None of the persons referred to above has declared that there are potential conflicts of interest between any duties to the issuing entity and their private interests and or duties.

Board Practices

Name

Pursuant to the Dutch Corporate Governance Decree of March 20, 2009 implementing further accounting standards for annual reports (*Besluit Corporate Governance*) and based on the listing of VIF's debt securities issued on regulated markets in the EU, VIF is subject to the less restrictive regime under the Corporate Governance Decree, pursuant to which the Corporate Governance Statement in VIF's annual report (directly or incorporated by reference) must contain information on the main features of VIF's internal control and risk management system in relation to the financial reporting process of VIF and its group companies. The Corporate Governance Statement in the Guarantor's 2013 annual report contains information on the main features of the internal control and risk management system in relation to the financial reporting process of the company and their group companies.

The integrity and quality of VIF's management is evaluated in accordance with instructions from the shareholder by a Board of Supervisory Directors consisting of three executives from the direct and ultimate parent company. In addition, periodic internal and external audits are conducted of VIF's accounting and operations, including the risk management. VIF has no specific audit committee. The members of the Supervisory Board are in charge of all relevant tasks.

VIF's company works with proven transparent systems for accounting and treasury. All operations are subject to a so-called "4 eyes principle" so that basically all decisions and external instructions have to be approved by at least 2 persons. Abuse of authority and of privileges has been made practically impossible.

The management of risks in VIF's work particularly of its interest rate mismatch risks and foreign exchange position risks is subject to narrowly defined limits and monthly reporting apart from the frequent audits.

Members of management may not have other external functions, which could imply conflict of interest. Any other function requires the approval of the Board.

Selected Financial Information

The following table shows selected financial information of VIF extracted from the audited financial statements for the year ended 31 December 2013 and 2012 prepared in accordance with accounting standards generally accepted in The Netherlands (*Dutch GAAP*):

	Year ended 31 December	
	2013	2012
Key Financial Information (Dutch GAAP)	(audited) in EUR million	
Balance sheet total	36,230	29,449
Participations	3,932	4,343
Receivables from loans granted to group companies and joint ventures	31,754	24,833
Total equity	4,807	4,994
Liabilities from funding activities	30,827	24,068
Financial result	26	19
Result from participations	892	999
Result before tax	919	1,019
Result after tax	913	1,013
Net cash flow current year	176	147

Historical Financial Information

The audited financial statements of VIF for the financial years ended on 31 December 2013 and 2012 are incorporated herein by reference and form part of this Prospectus.

Statutory Auditors

For the years ended on 31 December 2013 and 2012, the auditors of VIF were PricewaterhouseCoopers Accountants NV, Fascinatio Boulevard 350, 3065 WB Rotterdam, The Netherlands, who have audited the unconsolidated financial statements of VIF and issued an unqualified auditor's report for each year. The audits for 2012 and 2013 were performed by Mr. M.P.A. Corver who is a member of the Dutch Institute of Registered Accountants (NIVRA).

Significant change in VIF's Financial or Trading Position

There has been no significant change in VIF's financial or trading position since 31 December 2013.

Interim Financial Information

VIF publishes short-form financial reports as of June 30 each year.

Third Party Information and Statement by Expert and Declarations of any interest

There are no third party information and statements by experts and declarations of any interest regarding VIF.

Trend Information

There has been no material adverse change in the prospects of VIF since 31 December 2013.

Legal and Arbitration Proceedings

As of the date of this Prospectus, the Issuer is not involved in any governmental, legal or arbitration proceedings nor is the Issuer aware of any such proceedings pending or being threatened, the results of which have had during the previous 12 months, or which could, at present or in future, have a significant effect on its financial position or profitability.

Documents on Display

For the life of the Prospectus copies of the Articles of Association of VIF as well as of the Annual Reports for the financial years ended 31 December 2012 and 2013 are available for inspection and free of charge at Volkswagen International Finance N.V., Herengracht 495, 1017 BT Amsterdam, The Netherlands and at the offices of the paying agent in Luxembourg.

VW CREDIT, INC. AS ISSUER

History and Development

VW Credit, Inc. ("VCI") was incorporated under the laws of Delaware on 2 April 1981 and is a wholly owned subsidiary of Volkswagen Group of America, Inc. ("VWGoA"). VWGoA is a wholly owned subsidiary of Volkswagen Aktiengesellschaft ("VWAG"). VCI is registered with the State of Delaware under No. 0911551. VCI's registered office is in Wilmington, Delaware, United States of America. The principal offices of VCI are located at 2200 Ferdinand Porsche Dr., Herndon, Virginia 20171, United States of America (telephone number +1 (703) 364 7000). VCI's Federal Tax Identification Number is 38-2362409.

Certificate of Incorporation

Pursuant to item 3 of VCI's Certificate of Incorporation, Record C136, page 663, as filed with the State of Delaware, the nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organised under the General Corporations Law of Delaware.

Investments

There were no principal investments made since the date of the last published financial statements.

The management bodies of VCI have not formed firm decisions on principal future investments.

Organisational Structure / Shareholder Structure

VCI is 100% owned by VWGoA. VWGoA is 100% owned by VWAG.

VCI has one primary wholly owned operational subsidiary, VW Credit Canada, Inc. / Crédit VW Canada, Inc. ("VCCI").

There are no arrangements known to VCI, which may result in a change of control of VCI in the future.

Share Capital

As of 31 December 2013, VCI had outstanding common stock and it was fully paid up and total stockholder's equity was USD 2,556,733,000.

Business Overview

Principal activities

The principal activity of VCI is acting as a finance subsidiary of VWGoA, including purchasing retail installment sales contracts and leases from Volkswagen and Audi dealers. VCI offers a wide range of automobile-related financial products, including wholesale floor plan financing, retail auto loan and lease financing.

Principal markets

VCI finances customers who are primarily situated in the North American market.

Administrative, Management and Supervisory Bodies

Board of Directors

Frank Witter, Chairman

Chairman of the Board of Management of Volkswagen Financial Services AG

Michael Horn, Director

President and Chief Executive Officer, VWGoA

Scott Keogh, Director

President, Audi of America, Inc., VWGoA

Andrew Stuart, Director

President and Chief Executive Officer, VCI

Patrick Welter, Director

Director Controlling Group / Affiliated Companies, VW Financial Services AG

Dr. Christian Dahlheim, Director

Executive Vice President, Chief Financial Officer, VCI

The members of the Board of Directors can be contacted at the address of the head office of VCI.

None of the persons referred to above has declared that there are potential conflicts of interest between any duties to the issuing entity and their private interests and or duties.

Board Practices

VCI was incorporated in the State of Delaware in the United States. As such, the Board of Directors is subject to and complies with Delaware corporate law and the corporate governance laws of the United States, as applicable.

Neither Federal nor State law require VCI to establish an audit committee.

Selected Financial Information

The following table shows selected financial information of VCI extracted from the audited consolidated financial statements for the financial year ended 31 December 2013, prepared in accordance with IFRS:

Balance Sheet Data (audited):

	31 December 2013	31 December 2012	
	in USD 1,000		
Total Assets Total Liabilities Total Equity	29,665,427 27,108,694 2,556,733	27,092,719 24,779,510 2,313,209	
Income Statement Data (audited):			
	2013	2012	
	in USD	1,000	
Lending Income Net Leasing Income Net Income	590,205 344,933 272,915	604,530 429,808 347,476	

Historical Financial Information

The audited consolidated financial statements of VCI for the financial years ended 31 December 2012 and 2013 are incorporated herein by reference and form part of this Prospectus. These statements were prepared according to IFRS.

Statutory Auditors

The consolidated financial statements of VCI as of 31 December 2012 and 2013 and for the years then ended, incorporated by reference in this Prospectus, have been audited by PricewaterhouseCoopers LLP, independent accountants, as stated in their auditor's report appearing therein. PricewaterhouseCoopers LLP, 1800 Tysons Boulevard, McLean, VA 22102, USA is member

of the American Institute of Certified Public Accountants, 1211 Avenue of the Americas New York, NY 10036-8775, USA.

Significant change in VCI's Financial Position

There have been no significant changes in VCI's financial or trading position since 31 December 2013 until the date of this Prospectus.

Trend Information

There has been no material adverse change in the prospects of VCI since 31 December 2013.

Legal and Arbitration Proceedings

As of the date of this Prospectus, VCI is not involved in any governmental, legal or arbitration proceedings nor is the Issuer aware of any such proceedings pending or being threatened, the results of which have had during the previous 12 months, or which could reasonably be expected to have a material effect on its financial position.

Documents on Display

For the life of the Prospectus copies of the Certificate of Incorporation of VCI as well as of the consolidated financial statements for the financial years ended 31 December 2012 and 2013 are available for inspection (Saturdays, Sundays and Luxembourg Bank holiday excepted) and free of charge at the Administrative seat of VWAG, Berliner Ring 2, 38440 Wolfsburg, Germany and the offices of the Paying Agent in Luxembourg.

VW CREDIT CANADA, INC. / CRÉDIT VW CANADA, INC. AS ISSUER

History and Development

VW Credit Canada, Inc. / Crédit VW Canada, Inc. ("VCCI") was incorporated on 21 November 1989, pursuant to the laws of Canada and assigned federal corporation number 254278-1.

The registered and principal offices of VCCI are located at 4865 Marc Blain St., Suite 300, St.-Laurent, Québec, H4R 3B2, Canada (telephone number +1 (800) 668 8224).

Articles of Incorporation

As stated under item 6 of VCCI's Articles of Incorporation, there are no restrictions on the business VCCI may carry on.

Investments

There were no principal investments made since the date of the last published financial statements.

The management bodies of VCCI have not formed firm decisions on principal future investments.

Organisational Structure / Shareholder Structure

VCCI is a wholly owned subsidiary of VW Credit, Inc. ("VCI"). VCI is a wholly owned subsidiary of Volkswagen Group of America, Inc. ("VWGoA"). VWGoA is a wholly owned subsidiary of Volkswagen Aktiengesellschaft ("VWAG").

VCCI has one wholly-owned operational subsidiary, VW Credit Canada Leasing ULC, an Alberta unlimited liability company, through which VCCI conducts its retail leasing business.

There are no arrangements known to VCCI, which may result in a change of control of VCCI in the future.

Share Capital

As of 31 December 2013, VCCI had outstanding common stock and it was fully paid up and total stockholder's equity was CAD 383,482,000.

Business Overview

Principal activities

The principal activity of VCCI is acting as a finance subsidiary of Volkswagen Group Canada Inc. ("VWGC") and Audi Canada Inc., including retail instalment sales contracts and leases from Volkswagen and Audi dealers. VCCI offers a wide range of automobile-related financial products, including wholesale floor plan financing, retail auto loan and lease financing.

Principal markets

VCCI finances customers who are primarily situated in the Canadian market.

Administrative, Management and Supervisory Bodies

Board of Directors

Andrew Stuart, Chairman

President and Chief Executive Officer, VCI

Lorie-Ann Roxburgh, Director

Executive Vice President and Chief Financial Officer, Volkswagen Group Canada Inc.

Horst Meima, Director

President and Chief Executive Officer, VCCI

Maria Stenstroem, Director

President and Managing Director, VWGC

The members of the Board of Directors can be contacted at the address of the head office of VCCI.

None of the persons referred to above has declared that there are potential conflicts of interest between any duties to the issuing entity and their private interests and or duties.

Board Practices

VCCI was incorporated under the laws of Canada. As such, the Board of Directors is subject to and complies with corporate law and the corporate governance laws of Canada.

Neither Federal nor Provincial law require VCCI to establish an audit committee.

Selected Financial Information

The following table shows selected financial information of VCCI extracted from the audited financial statements for the financial year ended 31 December 2013, prepared in accordance with IFRS:

Balance Sheet Data (audited):

Balarioo Oricot Bala (adalica).		
	31 December 2013 31 December 2012 in CAD 1,000	
Total Assets Total Liabilities Total Equity	5,145,138 4,761,656 383,482	4,675,348 4,328,046 347,302
Income Statement Data (audited):		
	2013 in CAD 1,0	2012
Lending Income Net Leasing Income Net Income	115,476 45,787 35,708	109,809 72,801 53,360

Historical Financial Information

The audited financial statements of VCCI for the financial years ended 31 December 2012 and 2013 are incorporated herein by reference and form part of this Prospectus. These financial statements have been prepared in accordance with IFRS.

Statutory Auditors

The financial statements of VCCI, as of 31 December 2012 and 2013 and for the years then ended, incorporated by reference in this Prospectus, have been audited by PricewaterhouseCoopers LLP, independent accountants, as stated in their auditor's report appearing therein. PricewaterhouseCoopers LLP, 1800 Tysons Boulevard, McLean, VA 22102, USA is member of the American Institute of Certified Public Accountants, 1211 Avenue of the Americas New York, NY 10036-8775, USA.

Significant change in VCCI's Financial and Trading Position

There have been no significant changes in VCCI's financial or trading position since 31 December 2013.

Trend Information

There has been no material adverse change in the prospects of VCCI since 31 December 2013.

Legal and Arbitration Proceedings

As of the date of this Prospectus, VCCI is not involved in any governmental, legal or arbitration proceedings nor is the Issuer aware of any such proceedings pending or being threatened, the results of which have had during the previous 12 months, or which could reasonably be expected to have, a material effect on its financial position.

Documents on Display

For the life of the Prospectus, copies of the Articles of Incorporation of VCCI as well as of the financial statements for the financial years ended 31 December 2012 and 2013 are available for inspection (Saturdays, Sundays and Luxembourg Bank holiday excepted) and free of charge at the Administrative seat of VWAG, Berliner Ring 2, 38440 Wolfsburg, Germany and the offices of the Paying Agent in Luxembourg.

VOLKSWAGEN INTERNATIONAL LUXEMBURG S.A. AS ISSUER

History and Development

Volkswagen International Luxemburg S.A. ("VIL"), which is both the legal and the commercial name, was incorporated as a stock corporation under the laws of Luxemburg for an indefinite period of time on 6 July 2012. It is registered with the Register of Commerce of Luxemburg under No. B 170123. VIL's registered office is in Luxemburg, Luxemburg. The principal offices are located at 291, route d'Arlon, 1150 Luxembourg, Luxembourg (telephone number: +35227440631). The shares in VIL are held 100% by Volkswagen Finance Luxemburg S.A., Luxemburg ("VFL") which is a wholly owned subsidiary of Volkswagen Aktiengesellschaft, Wolfsburg, Germany ("VWAG").

Articles of Association

The purposes of VIL according to Article 3 of its Articles of Association are among other things, to borrow in any form and to lend funds to its branches, subsidiaries and other companies.

Investments

No principal investments have been made since the date of the last published financial statements.

The management bodies of VIL have not formed any firm decisions on principal future investments.

Organisational Structure / Shareholder Structure

VWAG is the ultimate parent company of the Volkswagen Group, which consists of numerous subsidiaries and affiliates in Germany and overseas. The Volkswagen Group's activities span two principal areas: the production and sale of passenger cars, commercial vehicles and spare parts (automotive) and the leasing and rental of cars as well as financing and other activities (financial services).

The direct legal shareholder of VIL is VFL, which is wholly owned by VWAG.

There are no arrangements known to VIL, which may result in a change of control of VIL in the future.

Share Capital

As of the date of this Prospectus the share capital of VIL amounts to \leq 35.000 divided into 350 registered shares with a par nominal value of \leq 100 each. The share capital is fully paid-up.

Employees

VIL has no staff employed. Business operations are handled by the personnel of its parent company VFL.

Business Overview

Principal activities

The company started its business operations in July 2012. The main activities of VIL consist in granting loans to VW Group companies. These loans are refinanced by an "Interest Free Convertible Unsecured Loan Note" ("ICLN") that VIL issued to its shareholder and by loans taken from VW Group companies.

Principal markets

VIL finances VW Group companies situated in Europe and Australia.

Administrative, Management and Supervisory Bodies

Management Board

The Management Board of VIL consists of two members:

Present members of the Management Board are:

Name

Additional Activities

Frank Diethard Mitschke, Managing Director Managing Director of Volkswagen Finance Luxemburg

S.A., Luxembourg

Managing Director of MAN Finance and Holding S.A.,

Luxembourg

Managing Director of MAN Finance Luxembourg S.A.,

Luxembourg

Vincent Delva, Managing Director Secretary General of Volkswagen Group Services SA,

Brussels

Managing Director of Volkswagen International Finance

NV, Amsterdam

Managing Director of Volkswagen International

Payment Services N.V., Amsterdam

Managing Director of Volkswagen Finance Luxemburg

S.A., Luxembourg

Supervisory Board

The Supervisory Board of VIL consists of three members:

Present members of the Supervisory Board are:

Name	Additional Activities

Dr. Jochen Stich, Chairman CEO and President of Volkswagen Group Services

S.A., Brussels

Managing Director of Volkswagen Finance Belgium

S.A., Brussels

Chairman of the Supervisory Board of Volkswagen

International Finance N.V., Amsterdam

Chairman of the Supervisory Board of Volkswagen

International Payment Services N.V., Amsterdam

Chairman of the Supervisory Board of Volkswagen

Finance Luxemburg S.A., Luxembourg

Member of the Supervisory Board of MAN Finance and

Holding S.A., Luxembourg

Member auf the Supervisory Board of MAN Finance

Luxembourg S.A., Luxembourg

Member of the Supervisory Board of Spaengler IQAM

Invest GmbH, Salzburg

Gudrun Letzel Group Legal – Head of Trucks & Buses at Volkswagen

AG

Member of the Supervisory Board of Volkswagen

International Payment Services N.V.

Member of the Supervisory Board of Volkswagen

Finance Luxemburg S.A.

Member of the Supervisory Board of Volkswagen

International Luxemburg S.A.

Albrecht Möhle Head of Global Markets and Group Funding of

Volkswagen AG

Member of the Supervisory Board of Volkswagen

Finance Luxemburg S.A., Luxembourg

Member of the Supervisory Board of Volkswagen

International Finance N.V., Amsterdam

Member of the Supervisory Board of Volkswagen

International Payment Services N.V., Amsterdam

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Member of the Supervisory Board of Volkswagen Group Services S.A., Brussels

Chairman of the Board at Volkswagen Pension Trust e.V.

Managing Director of Porsche Holding Finance Member of the Supervisory Board of LeasePlan Corporation N.V., Almere

The members of the Management Board and the Supervisory Board can be contacted via the address as shown in the "History and Development" section.

None of the persons referred to above has declared that there are potential conflicts of interest between any duties to VIL and other private interests and or duties.

Board Practices

VIL was incorporated in Luxembourg. As such, the Board of Directors is subject to and complies with Luxembourgish corporate law including corporate governance law, in Luxembourg, as applicable.

Furthermore the company's corporate governance rules are constituted by its Articles of Association and its corporate guidelines.

The integrity and quality of VIL's management is evaluated in accordance with instructions from the ultimate parent company by a Board of Supervisory Directors consisting of three VW Group executives. In addition, periodic internal and external audits are conducted. These audits cover VIL's accounting and operations, including the risk management. A specific audit committee is not required under Luxembourg law and has not been established. The members of the Supervisory Board are in charge of all relevant tasks.

VIL works with proven transparent systems. All operations are subject to a so-called "four eye principle" so that all decisions and external instructions have to be approved by at least two persons. Abuse of authority and of privileges has been made practically impossible.

The management of risks in VIL's work particularly risk of counterparty default and market risks is subject to defined limits and monthly reporting that are independent of regular audits performed by internal and external auditors.

Members of management may not have other external functions, which could imply conflict of interest. Any other function requires the approval of the Board.

Selected Financial Information

The following table shows selected financial information of VIL extracted from the audited unconsolidated financial statements for the financial year ended 31 December 2013 prepared in accordance with accounting principles generally accepted in Luxembourg (*Lux GAAP*).

Balance sheet data (audited):

	31 December 2013	31 December 2012
	in € 1,000	
Balance sheet total	2,904,210	1,472,916
Fixed Assets	2,332,178	563,258
Current Assets	572,032	909,658
Equity	1,332	188
Total Liabilities	2,902,878	1,472,728

Income Statement Data (audited):

	2013	2012
	in € 1,000	
Net interest and similar income	1,433	238
Result before taxation	1,301	215
Taxation	8	62
Result after taxation	1,293	153

Historical Financial Information

The audited financial statements of VIL for the financial years ended on 31 December 2013 and 2012 are incorporated herein by reference and form part of this Prospectus.

Statutory Auditors

For the years ended on 31 December 2013 and 2012, the auditors of VIL were PricewaterhouseCoopers, Société cooperative, 400, route d'Esch, 1471 Luxembourg, Luxembourg who have audited the unconsolidated financial statements of VIL and have issued unqualified auditor's reports thereon. The audits were performed by Mr. Gilles Vanderweyen who is a member of the Luxembourgish "Institut des Réviseurs d'Entreprises (IRE).

Interim Financial Information

Under Luxembourg corporate law VIL is not obliged to publish interim financial information.

Significant change in VIL's Financial and Trading Position

There has been no significant change in VILs financial or trading position since 31 December 2013.

Third Party Information and Statement by Expert and Declarations of any interest

To the best of our knowledge there are no third party information, statements by experts or declarations of any interest regarding VIL.

Trend Information

There has been no material adverse change in the prospects of VIL since 31 December 2013.

Legal and Arbitration Proceedings

As of the date of this Prospectus, VIL is not involved in any governmental, legal or arbitration proceedings nor is VIL aware of any such proceedings pending or being threatened, the results of which have had during the previous 12 months, or which could, at present or in future, have a significant effect on its financial position or profitability.

Documents on Display

For the life of the Prospectus copies of the Articles of Association of VIL as well as of the Annual Reports for the financial years ended 31 December 2012 and 2013 are available for inspection and free of charge at the offices of the Paying Agent in Luxembourg.

PORSCHE HOLDING GESELLSCHAFT M.B.H. AS ISSUER

History and Development

Porsche Holding Gesellschaft m.b.H. ("Porsche Holding") and together with its subsidiaries, the "Porsche Holding Group") was founded in 1947 for an indefinite duration and first registered with the commercial register on 28 September 1971 under the commercial register number FN 50411 i. Porsche Holding is a limited liability company (Gesellschaft mit beschränkter Haftung) established in Austria and operating under the laws of Austria. Porsche Holding's registered office and principal place of business is located at Vogelweiderstraße 75, 5020 Salzburg, Austria (telephone number + 43 662 4681-0; website www.porsche-holding.com).

Articles of Association

The business purpose of Porsche Holding, according to § 2 of its Articles of Association, are, inter alia, the import and export as well as the wholesale and retail distribution of vehicles, spare parts, accessories, equipment, machinery, tools and, technical products and the rendering of other services relating to vehicles.

Furthermore, it falls within the statutory purpose of Porsche Holding to acquire stakes, including as personally liable shareholder, in companies with the same or similar corporate purpose as well as in companies operating in the insurance, banking or leasing business, including the management of such shareholdings; also, Porsche Holding may engage in holding activities typically employed by holding companies, including the group financings and related financial services.

Investments

There were no principal investments made since the date of the last published financial statements.

The management bodies of Porsch Holding have not formed firm decisions on principal future investments.

Organisational Structure

Porsche Holding is the holding company of 374 consolidated subsidiaries (as of 31 December 2013) in Europe and overseas. Its ultimate parent company is Volkswagen Aktiengesellschaft, of which Porsche Holding is a subsidiary since 2011. A full list of Porsche Holding's subsidiaries is included on page 75 of its annual financial statements as of 31 December 2013.

Shareholder Structure

Porsche Holding's sole shareholder is Volkswagen Holding Österreich GmbH, a holding company with limited liability and a stated share capital of EUR 10,000,000. The shares in Volkswagen Holding Österreich GmbH are majority held by Volkswagen Aktiengesellschaft, and a minority interest is held by Porsche Gesellschaft m.b.H.

Share Capital

Under Austrian corporate law, a shareholder of a limited liability company does not hold shares of stock, but instead is allocated a certain share quota (*Geschäftsanteil*) that is commensurate with the percentage of the company's stated share capital (*Stammkapital*) paid in by such shareholder. Share quotas constitute the only class of issued capital of a limited liability company; no preferred or other classes are permissible. The statutory minimum stated share capital of a limited liability company is EUR 35,000 which is equivalent to the stated share capital of Porsche Holding.

Business Overview

Porsche Holding Group operates the following core business lines in Europe, China and Latin America:

- Automotive Wholesale
- Automotive Retail
- Financial Services

Porsche Holding Group pursues its business activities by employing a spilt brand model strategy: The *Volkswagen Group Brand* ("**VW Brand**"), with respect to which it offers its services relating to the brands of VW, Audi, Seat, ŠKODA, MAN, Porsche, Bugatti, Lamborghini and Bentley. The *Multibrand* World ("**Multibrand**"), with respect to which it offers its services to brands outside the Volkswagen Group (e.g. BMW, Citroën, Ford, Honda, Mercedes, Mini, Peugeot, Opel, Renault and Toyota) in addition to selected VW brands.

Porsche Holding Group's revenues amounted to EUR 12,148,196 for the financial year ending on 31 December 2013 (EUR 12,015,418 for the financial year ending on 31 December 2012). Porsche Holding Group employed an average of 21,556 people in 2013 (full-time employees).

Automotive Wholesale

Porsche Holding Group's Automotive Wholesale activities relate to the services as general importer of certain automotive brands in a particular country. In such capacity, Porsche Holding Group typically assumes responsibility for, amongst others, overall sales targets, organizing and maintaining effective distribution channels within a particular jurisdiction, including corresponding product marketing, as well as for managing the spare parts business within such jurisdiction.

Porsche Holding Group pursues its Automotive Wholesale activities relating to the VW Brands in the following countries in Europe: Albania, Austria, Bulgaria, Croatia, the Czech Republic, Hungary, Kosovo, Macedonia, Montenegro, Romania, Serbia, Slovakia, Slovenia and the Ukraine. In 2013, Porsche Holding Group's market share, based on sold new cars and according to own calculations, amounted to 35.9% in Austria and 15.9% in Central Eastern Europe. Outside of Europe, Porsche Holding Group conducts wholesale activities in Columbia since 2012 and Chile since 2013. As regards Multibrand vehicles, Porsche Holding Group entered into a share purchase agreement on 20 March 2013 for the sale of its operations in Greece and closed the transaction in 2013.

Automotive Retail

Porsche Holding Group's Automotive Retail activities encompass the operation of car dealerships engaging in, amongst other things, the sale of new cars, dealings in used cars and offering customer services.

As regards Porsche Holding Group's Automotive Retail activities relating to the VW Brands, it is active in the following countries: Albania, Austria, Bulgaria, China, Croatia, Czech Republic, Hungary, Italy, Kosovo, Macedonia, Poland, Romania, Serbia, Slovakia, Slovenia, and the Ukraine. As of 31 December 2013, Porsche Holding Group operated approximately 424 car dealerships, of which 136 car dealerships focused on VW Brands. As regards the Mulitbrand world, Porsche Holding Group carried out activities in China, France, the Netherlands, Poland and Greece, although it sold its operations in Greece in 2013.

Financial Services

Porsche Holding Group, primarily acting through Porsche Bank AG, a joint stock company incorporated under the laws of Austria and licensed as a credit institution pursuant to the Austrian Banking Act, and its subsidiaries (the "**Porsche Bank Group**"), also offers the full range of financing solutions relating to vehicle financings. This includes, amongst others, the provision or brokerage of leasing and credit arrangements of various kinds as well as the provision of insurance services. The Porsche Bank Group offers its financial services primarily in relation to the VW Brands.

The Porsche Bank Group offers its financial services in the following countries: Albania, Austria, Bulgaria, Croatia, Hungary, Macedonia, Montenegro, Romania, Serbia, Slovakia, Slovenia and the Ukraine. The proportion of total vehicle deliveries by the Volkswagen Group in 2013 accounted for by leased or financed vehicles amounted to 33.7% in Austria and 34.3% in Porsche Bank Group's Central and Eastern European markets, according to own calculations and excluding the joint venture with Volkswagen Financial Services in Slovakia. In 2013 Porsche Bank Group also started a brokerage business in Colombia. As regards the Multibrand world, Porsche Holding Group offers financial services in France and the Netherlands.

Sales Revenue and Earnings Development

The following table shows selected information on the sales revenue and earnings development of Porsche Holding Group extracted from the audited financial statements for the financial years ended 31 December 2012 and 2013 prepared in accordance with IFRS:

Sales Revenue and Earnings Development	Year ended 31 December 2013	Year ended 31 December 2012
in € 1,000	(audited)	(audited)
Vehicles	6,004,339	6,013,913
Genuine parts	792,318	724,210
Other sales revenue	4,554,203	4,550,315
Rental and leasing business	494,021	445,757
Interest and similar income from financial services	303,315	281,223
Sales revenue	12,148,196	12,015,418
Cost of sales	-10,609,347	-10,485,855
Gross profit	1,538,849	1,529,563
Operating result	377,978	418,150

Administration, Management and Supervisory Bodies

Management Directors

Porsche Holding has a two-tier management structure, currently consisting of four Managing Directors (Geschäftsführer) and a Supervisory Board (Aufsichtsrat).

Porsche Holding's Articles of Association provide for one or more Managing Directors, who shall be appointed by the general assembly of the shareholders (*Generalversammlung*). Two Managing Directors or one Managing Director together with an Authorized Signatory (*Prokurist*) may represent Porsche Holding. Two Authorized Signatories acting jointly may also bind Porsche Holding; currently, Porsche Holding has four Authorized Signatories, namely Mag. Johann Guttmann, Mag. Johann Lechner, Mag. Paul Gahleitner and Mag. Thomas Mairer.

Managing Directors Name	Function	Functions outside the Issuer
Alain Favey	Managing Director, Automotive Wholesale, Speaker of the Holding	n/a
Mag. Rainer Schroll	Managing Director, Volkswagen Group Retail & Systems	n/a
Dr. Hans Peter Schützinger	Managing Director, Financial Services, Multibrand world	Schmittenhöhebahn AG, Zell am See (Chairman) Flugplatz Zell am See GbR, Zell am See (Managing Director)
Mag. Johannes Sieberer	Managing Director, Automotive Retail	n/a

Supervisory Board		
Name	Function	Functions outside the Issuer
Mag. Christian Klingler	Chairman	Board of Management of VWAG, Messe Frankfurt GmbH, Frankfurt am Main ³
DI Hans-Dieter Pötsch Prof. Dr. Martin Winterkorn	Deputy Chairman Member	Bertelsmann SE & Co. KGaA, Gütersloh ¹ Board of Management VWAG, FC Bayern
Dr. Ferdinand Oliver Porsche	Member	München AG, Munich ¹ AUDI AG, Ingolstadt ¹
		Dr. Ing. h.c. F. Porsche AG, Stuttgart ¹ Porsche Automobil Holding SE, Stuttgart ¹ PGA S.A., Paris ³
		Porsche Holding Gesellschaft m.b.H., Salzburg ³
		Porsche Lizenz- und Handelsgesellschaft mbH & Co. KG, Bietigheim-Bissingen ³
		Member of the Board of Management of Familie Porsche AG Beteiligungsgesellschaft
DI Dr. h.c. Ferdinand Piëch	Member	Volkswagen AG, Wolfsburg ¹ AUDI AG, Ingolstadt1
		Dr. Ing. h.c. F. Porsche AG, Stuttgart ¹ MAN SE, Munich (Chairman) ¹
		Porsche Automobil Holding SE, Stuttgart ¹ Ducati Motor Holding S.p.A., Bologna ³ Porsche Gesellschaft m.b.H., Salzburg ³
		Porsche Holding Gesellschaft m.b.H., Salzburg ³
		Porsche Piech Holding GmbH, Salzburg ³ Scania AB, Södertälje ³
Dr. Hans Michel Piëch	Member	Scania CV AB, Södertälje ³ AUDI AG, Ingolstadt ¹
		Dr. Ing. h.c. F. Porsche AG, Stuttgart ¹ Porsche Automobil Holding SE, Stuttgart ¹
		Porsche Cars Great Britain Ltd., Reading ³ Porsche Cars North America Inc.,
		Wilmington ³ Porsche Gesellschaft m.b.H., Salzburg (Chairman) ³
		Porsche Holding Gesellschaft m.b.H., Salzburg ³
		Porsche Ibérica S.A., Madrid ³ Porsche Italia S.p.A., Padua ³
		Porsche Piech Holding GmbH, Salzburg (Chairman) ³
Ing. Hans-Peter Porsche	Member	Schmittenhöhebahn AG, Zell am See ³ Volksoper Wien GmbH, Vienna ³ Dr. Ing. h.c. F. Porsche AG, Stuttgart
ing. Haile Fotor Fotorio illiminini		Familie Porsche AG Beteiligungsgesellschaft, Salzburg (Deputy
		of Chairman) FAP Beteiligungen AG, Salzburg
Dr. Wolfgang Porsche	Member	(Chairman) Porsche Holding Stutgart GmbH, Stuttgart Chairman of the Supervisory Board of
21. Wongang Forcere		Porsche Automobil Holding SE; Chairman of the Supervisory Board of Dr.
		Ing. h.c. F. Porsche AG AUDI AG, Ingolstadt ¹
		Dr. Ing. h.c. F. Porsche AG, Stuttgart (Chairman) ¹ Porsche Automobil Holding SE, Stuttgart
		(Chairman) ¹ Familie Porsche AG
		Beteiligungsgesellschaft, Salzburg (Chairman) ³
		Porsche Cars Great Britain Ltd., Reading ³ Porsche Cars North America Inc., Wilmington ³
		Porsche Gesellschaft m.b.H., Salzburg

Name	Function	Functions outside the Issuer
		(Deputy Chairman) ³
		Porsche Holding Gesellschaft m.b.H.,
		Salzburg ³
		Porsche Ibérica S.A., Madrid ³
		Porsche Italia S.p.A., Padua ³
		Porsche Piech Holding GmbH, Salzburg (Deputy Chairman) ³
		Schmittenhöhebahn AG, Zell am See ³
Dipl.Bw.Rupert Stadler	Member	Volkswagen AG, Wolfsburg
Dipilotti (aport Gladioi		FC Bayern München AG, Munich ¹
Bernd Osterloh*	Member	Autostadt GmbH, Wolfsburg ¹
		Porsche Automobil Holding SE, Stuttgart ¹
		Wolfsburg AG, Wolfsburg ¹
		Allianz für die Region GmbH,
		Braunschweig ³
		Porsche Holding Gesellschaft m.b.H., Salzburg ³
		VfL Wolfsburg-Fußball GmbH, Wolfsburg ³
		Volkswagen Immobilien GmbH, Wolfsburg ³
		Chairman of the General and Group Works
		Councils of Volkswagen AG
Bernhard Auinger	Member*	Salzburg Stadt Immobilien GmbH,
-		Salzburg (Member of the Supervisory
		Board)
Werner Böhm	Member*	n/a
Margarete Gehl	Member*	n/a
Gerhard Redolf	Member*	n/a
Franz Schaiter	Member*	n/a

^{*}Works Council representatives

The members of the Management Board and of the Supervisory Board can be contacted at the address of the head office of Porsche Holding. None of the persons referred to above has declared that there are potential conflicts of interest between any duties to the issuing entity and their private interests and/or duties.

Significant events after the balance sheet date

There were no significant events after the end of fiscal year 2013.

Board Practices and Corporate Governance

In accordance with the provisions of the Austrian Limited Liability Companies Act (*GmbH-Gesetz-GmbHG*) and the Austrian Labour Constitution Act (*Arbeitsverfassungsgesetz - ArbVG*), the Supervisory Board of Porsche Holding is composed of (at least) three shareholder representatives elected by the general assembly and the legally required number of employee representatives. The Supervisory Board elects a Chairman and a Deputy Chairman for the respective terms of office. If the Chairman or his Deputy leaves before expiration of his term of office, the Supervisory Board must promptly hold a new election to fill the position for the remainder of the departed member's term of office.

The Supervisory Board monitors and advises the Management Board. It must meet responsibilities according to relevant Austrian law, the Articles of Association of Porsche Holding and its bylaws cooperatively. Among other duties, the Supervisory Board approves selected business dealings, summons the general assembly, audits the annual financial statements of Porsche Holding, the consolidated financial statements, the management and audit report and makes a proposal for the allocation of accumulated balance sheet profits. Porsche Holding has no specific audit committee. The Articles of Association of Porsche Holding provide that declarations of intent by the Supervisory Board are made by the Chairman of the Supervisory Board on its behalf.

¹ Membership of statutory supervisory boards in Germany.

² Volkswagen Group appointments to statutory supervisory boards.

³ Comparable appointments in Germany and abroad.

The Supervisory Board must hold a meeting at least on a quarterly basis. In addition to this, Supervisory Board meetings have to be summoned upon request of a member of the Supervisory or Management Board stating relevant reasons.

In addition, pursuant to the Austrian Limited Liability Companies Act, the shareholders of a limited liability company (Gesellschaft mit beschränkter Haftung) may generally instruct its managing directors. However, such instructions may not be contrary to law.

Austrian corporate governance rules apply only to companies with listed share capital who elect to voluntarily comply with such rules. As Porsche Holding does not have listed share capital, the Austrian corporate governance rules do not apply to it.

Historical Financial Statements

The audited consolidated financial statements of Porsche Holding for the financial years ended on 31 December 2012 and 2013 are incorporated herein by reference and form part of this Prospectus.

Selected Historical Financial Information

The following table shows selected financial information of Porsche Holding Group extracted from the audited financial statements for the financial years ended 31 December 2012 and 2013 prepared in accordance with IFRS:

Balance sheet data	Year ended 31 December 2013	Year ended 31 December 2012
in € 1,000	(audited)	(audited)
Balance sheet total	8,449,967	8,097,789
Fixed Assets	4,349,621	4,218,693
Current Assets	4,100,346	3,879,096
Total Equity	3,058,392	2,788,598
Total Liabilities	5,391,575	5,309,191

	Year ended 31 December 2013	Year ended 31 December 2012
Income sheet statement		
in € 1,000	(audited)	(audited)
Operating result	377,978	418,150
Financial result	-7,201	-6,501
Result before taxation	370,777	411,649
Taxation	-87,818	-101,044
Result after taxation	282,959	310,605

Statutory Auditors

The audited consolidated financial statements of Porsche Holding for the years ended 31 December 2012 and 31 December 2013 in their English language translation (including the notes thereto) are incorporated by reference into this Prospectus. This Prospectus should be read and construed in conjunction with the Documents Incorporated by Reference which have been previously published and which have been filed with the CSSF and shall form part of this Prospectus.

Porsche Holding prepared its consolidated financial statements in accordance with IFRS for the first time for the financial year ended 31 December 2011. The consolidated financial statements in German by **KPMG** GmbH Wirtschaftsprüfungslanguage were audited Austria Steuerberatungsgesellschaft, certified public auditors and members of the Austrian Chamber of Chartered Accountants (Kammer der Wirtschaftstreuhänder). For the financial years ending on 31 December 2012 and 31 December 2013, KPMG Austria GmbH Wirtschaftsprüfungs- und

Steuerberatungsgesellschaft issued an unqualified audit opinion. Due to the fact that Porsche Holding Group forms part of the VW Group, such audit was not required under applicable law and hence, constitutes a voluntary audit. For the financial year commencing on 1 January 2014 Porsche Holding appointed PwC Salzburg Wirtschaftsprüfung und Steuerberatung GmbH.

Significant Change in the Financial or Trading Position

There has been no significant change in the financial or trading position of Porsche Holding since 31 December 2013.

Third Party Information and Statements by Experts and Declarations of interest

There are no third party information and statements by experts and declarations of any interest regarding Porsche Holding.

Trend Information

There has been no material adverse change in the prospects of Porsche Holding since 31 December 2013.

Legal and arbitration proceedings

In the course of their operating activities, Porsche Holding and the companies in which it is directly or indirectly invested become involved in legal disputes and official proceedings in Austria and internationally. In particular, such proceedings may occur in relation to suppliers, dealers, customers, employees, competitors or investors. For the companies involved, these may result in payment or other obligations.

Where transparent and economically viable, adequate insurance coverage is obtained for these risks and appropriate provisions made for the remaining identifiable risks. Porsche Holding does not believe, therefore, that these risks will have a sustained effect on its economic position.

Consequently, Porsche Holding is of the opinion that, to the best of its knowledge, there have been no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which Porsche Holding is aware) in the twelve months preceding the date of this Prospectus that may have or had significant effects on Porsche Holding's financial position or profitability.

Documents on display

For the life of the Prospectus, copies of the Certificate of Incorporation of Porsche Holding as well as of the consolidated financial statements for the financial years ended 31 December 2012 and 31 December 2013 are available for inspection free of charge at Porsche Holding's registered office.

TERMS AND CONDITIONS OF THE NOTES

English Language Version

The Terms and Conditions of the Notes (the "Terms and Conditions") are set forth below for three options:

Option I comprises the set of Terms and Conditions that apply to Tranches of Notes with fixed interest rates.

Option II comprises the set of Terms and Conditions that apply to Tranches of Notes with floating interest rates.

Option III comprises the set of Terms and Conditions that apply to Tranches of Zero Coupon Notes.

The set of Terms and Conditions for each of these Options contains certain further options, which are characterised accordingly by indicating the respective optional provision through instructions and explanatory notes set out in square brackets within the set of Terms and Conditions.

In the Final Terms the Issuer will determine, which of Option I, Option II or Option III including certain further options contained therein, respectively, shall apply with respect to an individual issue of Notes, either by replicating the relevant provisions or by referring to the relevant options.

To the extent that upon the approval of the Prospectus the Issuer had no knowledge of certain items which are applicable to an individual issue of Notes, this Prospectus contains placeholders set out in square brackets which include the relevant items that will be completed by the Final Terms.

[In case the options applicable to an individual issue are to be determined by referring in the Final Terms to the relevant options contained in the set of Terms and Conditions for Option I, Option III or Option III:

The provisions of these Terms and Conditions apply to the Notes as completed by the terms of the final terms which are attached hereto (the "Final Terms"). The blanks in the provisions of these Terms and Conditions which are applicable to the Notes shall be deemed to be completed by the information contained in the Final Terms as if such information were inserted in the blanks of such provisions; alternative or optional provisions of these Terms and Conditions as to which the corresponding provisions of the Final Terms are not completed or are deleted shall be deemed to be deleted from these Terms and Conditions; and all provisions of these Terms and Conditions which are inapplicable to the Notes (including instructions, explanatory notes and text set out in square brackets) shall be deemed to be deleted from these Terms and Conditions, as required to give effect to the terms of the Final Terms. Copies of the Final Terms may be obtained free of charge at the specified office of the Fiscal Agent and at the principal office of the Issuer provided that, in the case of Notes which are not listed on any stock exchange, copies of the relevant Final Terms will only be available to Holders of such Notes.]

TERMS AND CONDITIONS OF THE NOTES

OPTION I - Terms and Conditions for Notes with fixed interest rates

This Series of Notes is issued pursuant to an Amended and Restated Agency Agreement dated on or about 2 May 2014 (the "Agency Agreement") between Volkswagen Aktiengesellschaft ("VWAG"), Volkswagen International Finance N.V. ("VIF"), VW Credit, Inc. ("VCI"), VW Credit Canada, Inc. / Crédit VW Canada, Inc. ("VCCI"), Volkswagen International Luxemburg S.A. ("VIL ") and Porsche Holding Gesellschaft m.b.H. ("Porsche Holding") (each an "Issuer" and together the "Issuers") and Citibank, N.A. as fiscal agent (the "Fiscal Agent", which expression shall include any successor fiscal agent thereunder) and the other parties named therein. Copies of the Agency Agreement may be obtained free of charge at the specified office of the Fiscal Agent upon reasonable notice, at the specified office of any Paying Agent and at the principal office of each Issuer. [In the case of Notes issued by VIF, VCI, VCCI, VIL or Porsche Holding insert: The Notes have the benefit of an unconditional and irrevocable guarantee by Volkswagen Aktiengesellschaft (the "Guarantor").]

CONDITIONS OF ISSUE ENGLISH LANGUAGE VERSION

§1 CURRENCY, DENOMINATION, FORM, CERTAIN DEFINITIONS

- (1) Currency; Denomination. This Series of Notes (the "Notes") of [insert Issuer] (the "Issuer") is being issued in [insert Specified Currency] (the "Specified Currency") in the aggregate principal amount [In the case the Global Note is a NGN insert: (subject to § 1(6))] of [insert aggregate principal amount] (in words: [insert aggregate principal amount in words]) in [the] denomination[s] of [insert Specified Denomination(s)] (the "Specified Denomination[s]").
- In case of Notes not denominated in CAD and settled in CDS insert:
- In case of Notes denominated in CAD and settled in CDS insert:
- [(2) Form. The Notes are in bearer form and represented by one or more global notes (each a "Global Note").]
- [(2) Form, Title and Transfer. The Notes will be issued in the form of a bearer global note deposited with CDS & CO., as nominee of CDS Clearing and Depository Services Inc. ("CDS") and held by CDS (the "Permanent Global Note"). Beneficial interests in the Permanent Global Note will be represented through book-entry accounts of financial institutions acting on behalf of beneficial owners as direct and indirect participants in CDS. Investors may elect to hold interests in the Permanent Global Note directly through any of CDS (in Canada), or Clearstream, Luxembourg or Euroclear (in Europe) if they are participants of such systems, or indirectly through organisations which are participants in such systems. Clearstream, Luxembourg and Euroclear will hold interests on behalf of their participants through customers' securities accounts in their respective names on the books of their respective Canadian subcustodians, each of which is a Canadian Schedule I chartered bank ("Canadian Subcustodians"). which in turn will hold such interests in customers' securities accounts in the names of the Canadian Subcustodians on the books of CDS.

Notwithstanding the Terms and Conditions, for so long as any of the Notes are represented by the Permanent Global Note, the Issuer, the

Fiscal Agent and any other Paying Agent shall treat CDS & CO., or any other nominee appointed by CDS, as the sole owner or holder of such Notes for all purposes. Principal and interest payments on the Permanent Global Note will be made on behalf of the Issuer by the Fiscal Agent (through a Canadian dollar wire transfer via its Toronto cash correspondent (Citibank, Toronto)) to CDS & CO., or any other nominee appointed by CDS, and CDS will distribute the payment received to the applicable clearing system.

Definitive Notes

No beneficial owner of the Notes will be entitled to receive physical delivery of Notes in definitive form except in the limited circumstances set out in the Permanent Global Note, including the circumstances described below.

If the Notes represented by the Permanent Global Note are held by or on behalf of CDS and (i) CDS has notified the Issuer that it is unwilling or unable to continue to act as a depository for the Notes and a successor depository is not appointed by the Issuer within 90 working days after receiving such notice; or (ii) CDS ceases to be a recognised clearing agency under the *Securities Act* (Ontario) or a self-regulatory organisation under the *Securities Act* (Québec) or other applicable Canadian securities legislation and no successor clearing system satisfactory to the Issuer is available within 90 working days after the Issuer becoming aware that CDS is no longer so recognised, the Issuer will issue, or cause to be issued, definitive Notes in exchange for the Permanent Global Note.

Direct Rights

Direct rights can only be exercised in accordance with the Terms and Conditions and the procedures of CDS.

[(3) Permanent Global Note. The Notes are represented by a permanent global note (the "Permanent Global Note") without coupons that will be treated as Notes in registered form for U.S. federal income tax purposes. The Permanent Global Note shall be signed manually by two authorised signatories of the Issuer and shall be authenticated by or on behalf of the Fiscal Agent. Definitive Notes and interest coupons will not be issued. Partial ownership in the Permanent Global Note will be shown on, and transfer of ownership will be effected only through, bookings reflected in the records maintained by the Clearing System. Except in limited circumstances, the Clearing System will not be able to transfer a Permanent Global Note, other than to transfer such Permanent Global Note to a successor depository, and ownership interests in each Permanent Global Note may not be exchanged for a Definitive Note. The Clearing System must be CBF unless another Clearing System entered into a book-entry agreement or otherwise addressed the "immobilization" of the Notes under U.S. tax law.

Payment of interest on these Notes issued by VCI will be made only after delivery of the withholding agent of the non-U.S. beneficial ownership statement described in U.S. Treas. Reg. § 1.871-14(c)(2) (generally an appropriate IRS Form W-8).]

[(3) Permanent Global Note.

The Notes are represented by a permanent global note (the "Permanent Global Note") without coupons. The Permanent Global Note shall be signed manually by two authorised signatories of the Issuer and shall be authenticated by or on behalf of the Fiscal Agent.

In the case of Notes which are issued by VCI insert:

In the case of Notes which are not issued by VCI and represented by a Permanent Global Note insert:

In the case of Notes which are initially represented by a Temporary Global Note insert:

- [(3) Temporary Global Note Exchange.
- (a) The Notes are initially represented by a temporary global note (the "Temporary Global Note") without coupons. The Temporary Global Note will be exchangeable for Notes in Specified Denominations represented by a permanent global note (the "Permanent Global Note") without coupons. The Temporary Global Note and the Permanent Global Note shall each be signed manually by two authorised signatories of the Issuer and shall each be authenticated by or on behalf of the Fiscal Agent. Definitive Notes and interest coupons will not be issued.
- The Temporary Global Note shall be exchanged for the (b) Permanent Global Note on a date (the "Exchange Date") not later than 180 days after the date of issue of the Notes represented by the Temporary Global Note. The Exchange Date will not be earlier than 40 days after the date of issue. Such exchange shall only be made upon delivery of certifications to the effect that the beneficial owner or owners of the Notes represented by the Temporary Global Note is not a U.S. person (other than certain financial institutions or certain persons holding Notes through such financial institutions). Payment of interest on Notes represented by a Temporary Global Note will be made only after delivery of such certifications. A separate certification shall be required in respect of each such payment of interest. Any such certification received on or after the 40th day after the date of issue of the Notes represented by the Temporary Global Note will be treated as a request to exchange such Temporary Global Note pursuant to this § 1(3)(b). Any securities delivered in exchange for the Temporary Global Note shall be delivered only outside of the United States (as defined in § 6(2)).]
- (4) Clearing System. The Global Note representing the Notes will be kept in custody by or on behalf of the Clearing System. "Clearing System" means [if more than one Clearing System insert: each of] the following: [Clearstream Banking AG, 60485 Frankfurt am Main, Germany ("CBF")] [Clearstream Banking, société anonyme, 42 Avenue JF Kennedy, L-1855 Luxembourg, Luxembourg ("CBL")] [Euroclear Bank SA/NV, Boulevard du Roi Albert II, 1210 Brussels, Belgium ("Euroclear")] [(CBL and Euroclear each an "ICSD" and together the "ICSDs")] [,] [and] [specify other Clearing System] and any successor in such capacity.

In the case of Notes kept in custody on behalf of the ICSDs insert:

[In the case the Global Note is a NGN insert: The Notes are issued in new global note ("NGN") form and are kept in custody by a common safekeeper on behalf of both ICSDs.]

[In the case the Global Note is a CGN insert: The Notes are issued in classical global note ("CGN") form and are kept in custody by a common depositary on behalf of both ICSDs.]

- (5) *Holder of Notes.* "**Holder**" means any holder of a proportionate coownership or other beneficial interest or right in the Notes.
- In the case the Global Note is a NGN insert:
- [(6) Records of the ICSDs. The principal amount of Notes represented by the Global Note shall be the aggregate amount from time to time entered in the records of both ICSDs. The records of the ICSDs (which expression means the records that each ICSD holds for its customers which reflect the amount of such customer's interest in the Notes) shall be conclusive evidence of the principal amount of Notes represented by the Global Note and, for these purposes, a statement issued by a ICSD stating the principal amount of Notes so represented at any time

shall be conclusive evidence of the records of the relevant ICSD at that time.

On any redemption or payment of an instalment or interest being made in respect of, or purchase and cancellation of, any of the Notes represented by the Global Note the Issuer shall procure that details of any redemption, payment or purchase and cancellation (as the case may be) in respect of the Global Note shall be entered pro rata in the records of the ICSDs and, upon any such entry being made, the principal amount of the Notes recorded in the records of the ICSDs and represented by the Global Note shall be reduced by the aggregate principal amount of the Notes so redeemed or purchased and cancelled or by the aggregate amount of such instalment so paid.]

In the case the Temporary Global Note is a NGN insert:

[On an exchange of a portion only of the Notes represented by a Temporary Global Note, the Issuer shall procure that details of such exchange shall be entered pro rata in the records of the ICSDs.]

In the case of Notes issued by VCI insert:

[(6) Book-Entry Register. The Issuer and CBF have agreed that CBF will act as the Issuer's book-entry registrar in respect of the Notes. In such capacity and without prejudice to the issuance of the Notes in bearer form and their status as notes in bearer form under German law, CBF has agreed, as agent of the Issuer, to maintain records of the Notes credited to the accounts of the accountholders of CBF.]

§ 2 STATUS, NEGATIVE PLEDGE [in the case of Notes issued by VIF, VCI, VCCI, VIL or Porsche Holding insert: AND GUARANTEE]

- (1) Status. The obligations under the Notes constitute direct, unconditional, unsecured and unsubordinated obligations of the Issuer ranking pari passu among themselves and pari passu with all other unsecured obligations of the Issuer, unless such obligations are accorded priority under mandatory provisions of statutory law.
- (2) Negative Pledge. So long as any Note remains outstanding, but only up to the time all amounts of principal and interest have been placed at the disposal of the Fiscal Agent, the Issuer undertakes not to provide for other notes or bonds, including any guarantee or indemnity in respect thereof, any security upon its assets without at the same time having the Holders share equally and rateably in such security. For the avoidance of doubt, this undertaking shall not apply to security provided in connection with asset backed securities issued by a special purpose vehicle where the Issuer is the originator of the underlying assets.

In the case of Notes issued by VIF, VCI, VCCI, VIL or Porsche Holding insert:

[(3) Guarantee. Volkswagen Aktiengesellschaft (the "Guarantor") has given its unconditional and irrevocable guarantee (the "Guarantee") for the due payment of principal of, and interest on, the Notes. In this Guarantee, the Guarantor has further undertaken "Undertaking"), so long as any of the Notes remains outstanding, but only up to the time all amounts of principal and interest have been placed at the disposal of the Fiscal Agent, not to provide for any Bond Issue, including any guarantee or indemnity in respect thereof, any security upon its assets without at the same time having the Holders share equally and rateably in such security. For the avoidance of doubt, this undertaking shall not apply to security provided in connection with asset backed securities issued by a special purpose

vehicle where the Guarantor is the originator of the underlying assets.

For the purpose of these Conditions "**Bond Issue**" means an issue of debt securities which is, or is intended to be, or is being capable of being, quoted, listed or dealt in on any stock exchange, over-the-counter or other securities market.

The Guarantee constitutes a contract for the benefit of the Holders from time to time as third party beneficiaries in accordance with § 328(1) of the German Civil Code⁽¹⁾, giving rise to the right of each Holder to require performance of the Guarantee and the Negative Pledge directly from the Guarantor and to enforce the Guarantee and the Negative Pledge directly against the Guarantor. Copies of the Guarantee and the Negative Pledge may be obtained free of charge at the principal office of the Guarantor and at the specified office of the Fiscal Agent set forth in § 6.]

§ 3 INTEREST

- (1) Rate of Interest and Interest Payment Dates. The Notes shall bear interest on their principal amount at the rate of [insert Rate of Interest] per cent. per annum from (and including) [insert Interest Commencement Date] to (but excluding) the Maturity Date (as defined in § 5(1)). Interest shall be payable in arrears on [insert Fixed Interest Date or Dates] in each year (each such date, an "Interest Payment Date"). The first payment of interest shall be made on [insert First Interest Payment Date] [if First Interest Payment Date is not first anniversary of Interest Commencement Date insert: and will amount to [insert Initial Broken Amounts per Specified Denomination] per specified denomination.] [If Maturity Date is not a Fixed Interest Date insert: Interest in respect of the period from (and including) [insert Fixed Interest Date preceding the Maturity Date] to (but excluding) the Maturity Date will amount to [insert Final Broken Amounts per Specified Denomination].]
- (2) Accrual of Interest. If the Issuer shall fail to redeem the Notes when due, interest shall continue to accrue beyond the day preceding the due date until the day preceding the actual redemption of the Notes. Interest shall continue to accrue on the outstanding principal amount of the Notes from the due date (inclusive) until the date of redemption of the Notes (exclusive) at the default rate of interest established by law. (1)
- (3) Calculation of Interest for Partial Periods. If interest is required to be calculated for a period of less than a full year, such interest shall be calculated on the basis of the Day Count Fraction (as defined below).
- (4) Day Count Fraction. "Day Count Fraction" means with regard to the calculation of interest on any Note for any period of time (the "Calculation Period"):
- [If Actual/Actual (ICMA) with two or more constant interest periods within an interest year insert: the number of days in the Calculation Period divided by (x) in the case of Notes where interest is scheduled to be paid only by means of regular annual payments, the number of days in the Interest Period or (y) in the case of Notes where interest is scheduled to be paid other than only by means of regular annual payments, the product of the number of days in the

⁽¹⁾ An English language translation of § 328(1) German Civil Code would read as follows: "A contract may stipulate performance for the benefit of a third party, to the effect that the third party acquires the right directly to demand performance."

⁽¹⁾ The default rate of interest established by law is five percentage points above the basic rate of interest published by Deutsche Bundesbank from time to time, §§ 288(1), 247 German Civil Code.

Interest Period and the number of Interest Payment Dates that would occur in one calendar year assuming interest was to be payable in respect of the whole of that year.] [in the case of first/last short or long Interest Periods insert appropriate Actual/Actual method]

[If Actual/Actual (ICMA Rule 251) with annual interest payments insert: the actual number of days in the Calculation Period divided by the actual number of days in the respective interest year.]

[if Actual/Actual (ICMA Rule 251) is applicable and if the Calculation Period is equal to or shorter than the Interest Period during which it falls (including in the case of short coupons) insert: the number of days in the Calculation Period divided by [in the case of Interest Periods of less than one year insert: the product of (1)] the number of days in the Interest Period in which the Calculation Period falls [in the case of Interest Periods of less than one year insert: and (2) the number of Interest Periods normally ending in any year].

[If Actual/Actual (ICMA Rule 251) is applicable and if the Calculation Period is longer than one Interest Period (long coupon) insert: the sum of:

- (A) the number of days in such Calculation Period falling in the Interest Period in which it begins divided by [in the case of Interest Periods of less than one year insert: the product of (1)] the number of days in such Interest Period [in the case of Interest Periods of less than one year insert: and (2) the number of Interest Payment Dates that occur in one calendar year or that would occur in one calendar year if interest were payable in respect of the whole of such year; and
- (B) the number of days in such Calculation Period falling in the next Interest Period divided by [in the case of Interest Periods of less than one year insert: the product of (1)] the number of days in such Interest Period [in the case of Interest Periods of less than one year insert: and (2) the number of Interest Payment Dates that occur in one calendar year or that would occur in one calendar year if interest were payable in respect of the whole of such year.]

"Interest Period" means the period from (and including) the Interest Commencement Date to, but excluding, the first Interest Payment Date or from (and including) each Interest Payment Date to, but excluding the next Interest Payment Date. [In the case of a short first or last Calculation Period insert: For the purposes of determining the relevant Interest Period only, [insert deemed Interest Payment Date] shall be deemed to be an Interest Payment Date.] [In the case of a long first or last Calculation Period insert: For the purposes of determining the relevant Interest Period onty, [insert deemed Interest Payment Dates] shall each be deemed to be an Interest Payment Date].]

[If Actual/365 (Sterling) insert: the actual number of days in the Interest Period divided by 365 or, in the case of an Interest Period End Date falling in a leap year, 366.1

[if 30/360: the number of days in the Calculation Period divided by 360, the number of days to be calculated on the basis of a year of 360 days with 12 30-day months (unless (A) the last day of the Calculation Period is the 31st day of a month but the first day of the Calculation Period is a day other than the 30th or 31st day of a month, in which case the month that includes that last day shall not be considered to be shortened to a 30-day month, or (B) the last day of the Calculation Period is the last day of the month of February in

which case the month of February shall not be considered to be lengthened to a 30-day month).]

[if 30E/360 or Eurobond Basis: the number of days in the Calculation Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with 12 30-day months, without regard to the date of the first day or last day of the Calculation Period).]

[If Actual/Actual ISDA insert: the actual number of days in the Calculation Period divided by 365 (or, if any portion of the Calculation Period falls in a leap year, the sum of (i) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (ii) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365).]

[If Actual/Actual Canadian Compound Method insert: Whenever it is necessary to compute any amount of accrued interest in respect of the Notes for a period less than one full year, other than with respect to regular semi-annual interest payments, such interst shall be calculated on the basis of the actual number of days in the period and a year of 365 days.]

§ 4 PAYMENTS

- (1) (a) Payment of Principal. Payment of principal in respect of Notes shall be made, subject to § 4(2), to the Clearing System or to its order for credit to the accounts of the relevant account holders of the Clearing System upon presentation and surrender of the Global Note at the specified office of any Paying Agent outside the United States.
- (b) Payment of Interest. Payment of interest on Notes shall be made, subject to § 4(2), to the Clearing System or to its order for credit to the relevant account holders of the Clearing System upon presentation of the Global Note at the specified office of any Paying Agent outside the United States.

:

[In the case of interest payable on a Temporary Global Note insert: Payment of interest on Notes represented by the Temporary Global Note shall be made, subject to § 4(2), to the Clearing System or to its order for credit to the relevant account holders of the Clearing System, upon due certification as provided in § 1(3)(b).]]

(2) *Manner of Payment.* Subject to applicable fiscal and other laws and regulations, payments of amounts due in respect of the Notes shall be made in **[insert Specified Currency]**.

[In the case of Notes not denominated in Euro and not denominated in Renminbi:

If the Issuer determines that the amount payable on the respective Payment Business Day is not available to it in such freely negotiable and convertible funds for reasons beyond its control or that the Specified Currency or any successor currency to it provided for by law (the "Successor Currency") is no longer used for the settlement of international financial transactions, the Issuer may fulfil its payment obligations by making such payment in Euro on, or as soon as reasonably practicable after, the respective Payment Business Day on the basis of the Applicable Exchange Rate. Holders shall not be entitled to [further] interest or any other payment as a result thereof. The "Applicable Exchange Rate" shall be, (i) if available, the Euro foreign exchange reference rate for the Specified Currency or the Successor Currency determined and published by the European

Central Bank for the most recent practicable date falling within a reasonable period (as determined by the Issuer in its equitable discretion) prior to the day on which the payment is made or, (ii) if such rate is not available, the foreign exchange rate of the Specified Currency or the Successor Currency against the Euro as determined by the Issuer in its equitable discretion.]

- (3) *Discharge.* The Issuer shall be discharged by payment to, or to the order of, the Clearing System.
- (4) Payment Business Day. If the date for payment of any amount in respect of any Note is not a Payment Business Day then the Holder shall not be entitled to payment until the next such day in the relevant place and shall not be entitled to further interest or other payment in respect of such delay.

For these purposes, "Payment Business Day" means any day which is [in the case of Notes not denominated in Euro insert: a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments in [insert all relevant financial centres]] [and] [in the case of Notes denominated in Euro insert: a day on which the Clearing System as well as all relevant parts of the Trans-European Automated Real-time Gross Settlement Express Transfer System (TARGET2) ("TARGET") are operational to forward the relevant payment].

[In case the Specified Currency is Renminbi, the following shall apply:

(5) Payment of U.S. Dollar Equivalent. Notwithstanding the foregoing, if by reason of Inconvertibility, Non-transferability or Illiquidity, the Issuer is not able to satisfy payments of principal or interest (in whole or in part) in respect of the Notes when due in Renminbi, the Issuer shall, by sending an irrevocable notice not less than five or more than 30 calendar days prior to the due date for payment to the Holders, settle any such payment (in whole or in part) in U.S. Dollars on the due date at the U.S. Dollar Equivalent of any such Renminbi denominated amount. In case the Issuer needs to satisfy payments of principal or interest in part in Renminbi and in part in U.S. Dollars, it shall to the extent possible make payment to each Holder in the same pro rata amount of Renminbi and U.S. Dollar in accordance with the rules of the Clearing System from time to time.

For the purposes of these Conditions, "U.S. Dollar Equivalent" means the Renminbi amount converted into U.S. Dollars using the Spot Rate for the relevant Determination Date.

For this purpose "Calculation Agent" means [•];

"Renminbi" or "CNY" means the lawful currency of the PRC;

"Renminbi Dealer" means an independent foreign exchange dealer of international repute active in the Renminbi exchange market in Hong Kong;

"Determination Business Day" means a day (other than a Saturday or Sunday) on which commercial banks are open for general business (including dealings in foreign exchange) in Hong Kong, Beijing, London, TARGET and in New York City;

"Determination Date" means the day which is three Determination Business Days before the due date for any payment of the relevant amount under these Conditions; "Governmental Authority" means any de facto or de jure government (or any agency or instrumentality thereof), court, tribunal, administrative or other governmental authority or any other entity (private or public) charged with the regulation of the financial markets (including the central bank) of the PRC and Hong Kong;

"Hong Kong" means the Hong Kong Special Administrative Region of the PRC:

"Illiquidity" means where the general Renminbi exchange market in Hong Kong becomes illiquid as a result of which the Issuer cannot obtain sufficient Renminbi in order to satisfy its obligation to pay interest or principal (in whole or in part) in respect of the Notes as determined by the Issuer in good faith and in a commercially reasonable manner following consultation (if practicable) with two Renminbi Dealers;

"Inconvertibility" means the occurrence of any event that makes it impossible for the Issuer to convert any amount due in respect of the Notes in the general Renminbi exchange market in Hong Kong, other than where such impossibility is due solely to the failure of the Issuer to comply with any law, rule or regulation enacted by any Governmental Authority (unless such law, rule or regulation is enacted after [Issue Date] and it is impossible for the Issuer, due to an event beyond its control or any other laws applicable to the Issuer, to comply with such law, rule or regulation);

"Non-transferability" means the occurrence of any event that makes it impossible for the Issuer to transfer Renminbi between accounts inside Hong Kong or from an account inside Hong Kong to an account outside Hong Kong and outside the PRC or from an account outside Hong Kong and outside the PRC to an account inside Hong Kong, other than where such impossibility is due solely to the failure of the Issuer to comply with any law, rule or regulation enacted by any Governmental Authority (unless such law, rule or regulation is enacted after [Issue Date] and it is impossible for the Issuer, due to an event beyond its control or any other laws applicable to the Issuer, to comply with such law, rule or regulation);

"PRC" means the People's Republic of China which, for the purpose of these Conditions, shall exclude Hong Kong, the Macau Special Administrative Region of the People's Republic of China and Taiwan; and

"Spot Rate" means the spot CNY/U.S. Dollar exchange rate for the purchase of U.S. dollars with Renminbi in the over-the-counter Renminbi exchange market in Hong Kong for settlement in two Determination Business Days, as determined by the Calculation Agent at or around 11 a.m. (Hong Kong time) on the Determination Date, on a deliverable basis by reference to Reuters Screen Page TRADCNY3, or if no such rate is available, on a non-deliverable basis by reference to Reuters Screen Page TRADNDF. If neither rate is available, the Calculation Agent will determine the Spot Rate at or around 11 a.m. (Hong Kong time) on the Determination Date as the most recently available CNY/U.S. Dollar official fixing rate for settlement in two Determination Business Days reported by The State Administration of Foreign Exchange of the PRC, which is reported on the Reuters Screen Page CNY=SAEC. Reference to a page on the Reuters Screen means the display page so designated on the Reuters Monitor Money Rates Service (or any successor service) or such other page as may replace that page for the purpose of displaying a comparable currency exchange rate.

All notifications, opinions, determinations, certificates, calculations,

quotations and decisions given, expressed, made or obtained for the purposes of the provisions of § 4(5) by the Calculation Agent, will (in the absence of wilful default, bad faith or manifest error) be binding on the Issuer, the Agents and all Holders.]

[(5)][(6)] References to Principal and Interest. References in these Conditions to principal in respect of the Notes shall be deemed to include, as applicable: the Final Redemption Amount of the Notes; the Early Redemption Amount of the Notes; [if redeemable at the option of the Issuer for other than tax reasons insert: the Call Redemption Amount of the Notes;] [if redeemable at the option of the Holder insert: the Put Redemption Amount of the Notes;] and any premium and any other amounts which may be payable under or in respect of the Notes. References in these Conditions to interest in respect of the Notes shall be deemed to include, as applicable, any Additional Amounts which may be payable under § 7.

[(6)][(7)] Deposit of Principal and Interest. The Issuer may deposit with the Amtsgericht in Frankfurt am Main principal or interest not claimed by Holders within twelve months after the Maturity Date, even though such Holders may not be in default of acceptance of payment. If and to the extent that the deposit is effected and the right of withdrawal is waived, the respective claims of such Holders against the Issuer shall cease.

§ 5 REDEMPTION

- (1) Final Redemption. Unless previously redeemed in whole or in part or purchased and cancelled, the Notes shall be redeemed at their Final Redemption Amount on [insert Maturity Date] (the "Maturity Date"). The Final Redemption Amount in respect of each Note shall be its principal amount.
- (2) Early Redemption for Reasons of Taxation. If as a result of any change in, or amendment to, the laws or regulations of Germany [in the case of Notes issued by VIF insert: or The Netherlands] [in the case of Notes issued by VCI insert: or the United States of America] [in the case of Notes issued by VCCI insert: or Canada] [in the case of Notes issued by VIL insert: or Luxembourg] [in the case of Notes issued by Porsche Holding insert: or Austria] or any political subdivision or taxing authority thereto or therein affecting taxation or the obligation to pay duties of any kind, or any change in, or amendment to, an official interpretation or application of such laws or regulations, which amendment or change is effective on or after the date on which the last tranche of this series of Notes was issued, the Issuer [in the case of Notes issued by VIF, VCI, VCCI, VIL or Porsche Holding insert: or the Guarantor] is required to pay Additional Amounts (as defined in § 7 herein) on the next succeeding Interest Payment Date (as defined in § 3(1)), and this obligation cannot be avoided by the use of reasonable measures available to the Issuer [in the case of Notes issued by VIF, VCI, VCCI, VIL or Porsche Holding insert: or the Guarantor, as the case may be,], the Notes may be redeemed, in whole but not in part, at the option of the Issuer, upon not more than 60 days' nor less than 30 days' prior notice of redemption given to the Fiscal Agent and, in accordance with § [12][13] to the Holders, at their Early Redemption Amount (as defined below), together with interest accrued to the date fixed for redemption.

However, no such notice of redemption may be given (i) earlier than 90 days prior to the earliest date on which the Issuer [in the case of

Notes issued by VIF, VCI, VCCI, VIL or Porsche Holding insert: or the Guarantor] would be obligated to pay such Additional Amounts were a payment in respect of the Notes then due, or (ii) if at the time such notice is given, such obligation to pay such Additional Amounts does not remain in effect.

Any such notice shall be given in accordance with § [12][13]. It shall be irrevocable, must specify the date fixed for redemption and must set forth a statement in summary form of the facts constituting the basis for the right of the Issuer so to redeem.

If the Notes are subject to Early Redemption at the Option of the Issuer insert:

- [(3) Early Redemption at the Option of the Issuer.
- (a) The Issuer may, upon notice given in accordance with clause (b), redeem all or some only of the Notes on the Call Redemption Date(s) at the Call Redemption Amount(s) set forth below together with accrued interest, if any, to (but excluding) the Call Redemption Date. [if Minimum Redemption Amount or Higher Redemption Amount applies insert: Any such redemption must be of a principal amount equal to [at least [insert Minimum Redemption Amount]] [insert Higher Redemption Amount].

Amount(s) [insert Call Redemption Dates(s)]		Call	Redemption
		[insert Call Redemption Amount(s)]	
[]	<u>[</u>]
[]	[]

[If Notes are subject to Early Redemption at the Option of the Holder insert: The Issuer may not exercise such option in respect of any Note which is the subject of the prior exercise by the Holder thereof of its option to require the redemption of such Note under this § 5(4).]

- (b) Notice of redemption shall be given by the Issuer to the Holders of the Notes in accordance with § [12][13]. Such notice shall specify:
 - (i) the Series of Notes subject to redemption;
 - (ii) whether such Series is to be redeemed in whole or in part only and, if in part only, the aggregate principal amount of the Notes which are to be redeemed;
 - (iii) the Call Redemption Date, which shall be not less than [insert Minimum Notice to Holders] nor more than [insert Maximum Notice to Holders] days after the date on which notice is given by the Issuer to the Holders; and
 - (iv) the Call Redemption Amount at which such Notes are to be redeemed.
- (c) In the case of a partial redemption of Notes, Notes to be redeemed shall be selected in accordance with the rules of the relevant Clearing System. [In the case of Notes in NGN form insert: Such partial redemption shall be reflected in the records of CBL and Euroclear as either a pool factor or a

reduction in nominal amount, at the discretion of CBL and Euroclear.]]

If the Notes are subject to Early Redemption at the Option of the Holder insert: [[(3)] [(4)] [([•])] Early Redemption at the Option of a Holder.

(a) The Issuer shall, at the option of the Holder of any Note, redeem such Note on the Put Redemption Date(s) at the Put Redemption Amount(s) set forth below together with accrued interest, if any, to (but excluding) the Put Redemption Date.

Put Redemption Date(s) Put Re		edemption Amount(s)	
[insert Put Redemption Dates(s)]		[insert Put Redemption Amount(s)]	
[]		[]	
[]		[]	

[if Notes are subject to Early Redemption at the option of the Issuer insert: The Holder may not exercise such option in respect of any Note which is the subject of the prior exercise by the Issuer of any of its options to redeem such Note under this § 5.]

In order to exercise such option, the Holder must, not less than [insert Minimum Notice to Issuer] nor more than [insert Maximum Notice to Issuer] days before the Put Redemption Date on which such redemption is required to be made as specified in the Put Notice (as defined below), submit during normal business hours at the specified office of the Fiscal Agent a duly completed early redemption notice ("Put Notice") in the form available from the specified office of the Fiscal Agent. The Put Notice must specify (i) the principal amount of the Notes in respect of which such option is exercised, and (ii) the securities identification number of such Notes, if any. No option so exercised may be revoked or withdrawn. The Issuer shall only be required to redeem Notes in respect of which such option is exercised against delivery of such Notes to the Issuer or to its order.]

[[(5)][([•])]Early Redemption Amount.

For purposes of § 9 and this § 5(2), the Early Redemption Amount of a Note shall be its Final Redemption Amount.]

THE FISCAL AGENT[,] [AND] [THE PAYING AGENT[S]] [AND THE CALCULATION AGENT]

(1) Appointment; Specified Office. The initial Fiscal Agent[,] [and] [the initial Paying Agent[s]] [and the initial Calculation Agent] and [its] [their] initial specified office[s] shall be:

Fiscal Agent and Paying Agent:

Citibank, N.A.
Citigroup Centre
Canary Wharf
London E14 5LB
United Kingdom

[Paying and Listing [BNP Paribas Securities Services,

Luxembourg Branch

Agent[s]: 33, rue de Gasperich

5826 Hesperange Luxembourg]

[German Paying Agent: Citigroup Global Markets Deutschland

AG & Co. KGaA Neue Mainzer Straße 7

60323 Frankfurt am Main

Germany]

[Calculation Agent:] [insert name and specified office]

The Fiscal Agent[,] [and] [the Paying Agent[s]] [and the Calculation Agent] reserve[s] the right at any time to change [its] [their] specified office[s] to some other specified office in the same city.

(2) Variation or Termination of Appointment. The Issuer reserves the right at any time to vary or terminate the appointment of the Fiscal Agent [or any Paying Agent] [or the Calculation Agent] and to appoint another Fiscal Agent or additional or other Paying Agents for another Calculation Agent]. The Issuer shall at all times maintain (i) a Fiscal Agent [in the case of Notes listed on a stock exchange insert: [,] [and] (ii) so long as the Notes are listed on the Luxembourg Stock Exchange, a Paying Agent (which may be the Fiscal Agent) with a specified office in Luxembourg and/or in such other place as may be required by the rules of such stock exchange] [in the case of payments in USD insert: [,] [and] [(iii)] if payments at or through the offices of all Paying Agents outside the United States (as defined below) become illegal or are effectively precluded because of the imposition of exchange controls or similar restrictions on the full payment or receipt of such amounts in United States dollars, a Paying Agent with a specified office in New York City] [if any Calculation Agent is to be appointed insert: [,] [and] [(iv)] a Calculation Agent [if Calculation Agent is required to maintain a Specified Office in a Required Location insert: with a specified office located in [insert Required Location]]]. Any variation, termination, appointment or change shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after not less than 30 nor more than 45 days' prior notice thereof shall have been given to the Holders in accordance with § [12][13].

For purposes of these Conditions, "United States" means the United States of America (including the States thereof and the District of Columbia) and its possessions (including Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and Northern Mariana Islands).

(3) Agent of the Issuer. The Fiscal Agent[,] [and] [the Paying Agent[s]] [and the Calculation Agent] act[s] solely as the agent[s] of the Issuer and [does] [do] not assume any obligations towards or relationship of agency or trust for any Holder.

§ 7 TAXATION

All amounts payable in respect of the Notes shall be made without withholding or deduction for or on account of any present or future taxes or duties of whatever nature imposed or levied by way of

withholding or deduction by or on behalf of [in the case of Notes issued by VIF insert: The Netherlands or the United States or] [in the case of Notes issued by VCI insert: the United States or] [in the case of Notes issued by VCCI insert: Canada or the United States or [in the case of Notes issued by VIL insert: Luxembourg or the United States or] [in the case of Notes issued by Porsche Holding insert: Austria or the United States or Germany or any political subdivision or any authority thereof or therein having power to tax unless the Issuer is required by law to pay such withholding or deduction. In such event, the Issuer will pay such additional amounts (the "Additional Amounts") as shall be necessary in order that the net amounts received by the Holders, after such withholding or deduction shall equal the respective amounts of principal and interest which would otherwise have been receivable in the absence of such withholding or deduction; except that no such Additional Amounts shall be payable on account of any taxes or duties which:

- (a) are payable by any person acting as custodian bank or collecting agent on behalf of a Holder, or otherwise in any manner which does not constitute a deduction or withholding by the Issuer from payments of principal or interest made by it; or
- (b) are payable by reason of the Holder having, or having had, some personal or business connection with [in the case of Notes issued by VIF insert: The Netherlands or] [in the case of Notes issued by VCI insert: the United States of America or] [in the case of Notes issued by VCCI insert: Canada or] [in the case of Notes issued by VIL insert: Luxembourg or] [in the case of Notes issued by Porsche Holding insert: Austria or] Germany and not merely by reason of the fact that payments in respect of the Notes are, or for purposes of taxation are deemed to be, derived from sources in, or are secured in, [in the case of Notes issued by VIF insert: The Netherlands or] [in the case of Notes issued by VCI insert: the United States of America or] [in the case of Notes issued by VCCI insert: Canada or] [in the case of Notes issued by VIL insert: Luxembourg or] [in the case of Notes issued by Porsche Holding insert: Austria or] Germany; or
- (c) are deducted or withheld pursuant to (i) any European Union Directive or Regulation concerning the taxation of interest income paid to an individual and certain types of entities called "residual entities", or (ii) any international treaty or understanding relating to such taxation and to which [in the case of Notes issued by VIF insert: The Netherlands or] [in the case of Notes issued by VCI insert: the United States of America or] [in the case of Notes issued by VCCI insert: Canada or] [in the case of Notes issued by VIL insert: Luxembourg or] [in the case of Notes issued by Porsche Holding insert: Austria or Germany or the European Union is a party, or (iii) any provision of law implementing, or complying with, or introduced to conform with, such Directive, Regulation, treaty or understanding, or (iv) the Luxembourg law of 23 December 2005, as amended by the law of 17 July 2008, with respect to Luxembourg resident individuals; or (v) are imposed under sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as amended, and any current or future regulations or official interpretations thereof or agreement thereunder or any fiscal or regulatory legislation, rules or official practices adopted pursuant to any published intergovernmental agreements entered into in connection with

the implementation of such sections of the Internal Revenue Code ("FATCA"); or

- (d) are payable by reason of a change in law that becomes effective more than 30 days after the relevant payment of principal or interest becomes due, or is duly provided for and notice thereof is published in accordance with § [12][13], whichever occurs later[; or][.]
- (e) are withheld or deducted by a Paying Agent from a payment if the payment could have been made by another Paying Agent without such withholding or deduction;

In the case of Notes issued by VCCI insert:

- [(f) are payable by or on behalf of a Holder with whom the Issuer is not dealing at arm's length (within the meaning of the *Income Tax Act* (Canada)) or are payable by or on behalf of a holder of a talon, receipt or coupon in respect of a Note where either the Holder of the Note or the holder of the talon, receipt or coupon in respect of the Note is not dealing at arm's length (within the meaning of the *Income Tax Act* (Canada)) with the Issuer or are payable by virtue of any portion of such payment being deemed to be a dividend paid to the Holder pursuant to the *Income Tax Act* (Canada); or
- (g) are imposed on a deemed payment of interest pursuant to proposed subsection 212(3.2) of the *Income Tax Act* (Canada) which proposed subsection is contained in a Notice of Ways and Means Motion that accompanied the federal budget tabled by the Minister of Finance (Canada) on 11 February 2014 (or such proposal or proposals as amended or enacted or successor provisions thereto), or by virtue of any portion of such payment being deemed to be a dividend pursuant to the *Income Tax Act* (Canada).]

In the case of Notes issued by VCI insert:

which are imposed by the United States as a result of a [(f) Holder's or beneficial owner's (i) failure to establish a complete exemption from such withholding tax (including, but not limited to, by providing an applicable IRS Form W-8 or W-9), or (ii) past or present status as (a) a passive investment company with respect to the United States; a corporation which accumulates earnings to avoid United States Federal income tax; (b) a controlled foreign corporation with respect to the United States that is related to the Issuer through stock ownership; (c) a private foundation or other tax-exempt organisation with respect to the United States; (d) a "10 per cent. shareholder" with respect to the Issuer within the meaning of Section 871(h)(3)(B) or 881(c)(3)(B) of the Internal Revenue Code; (e) or a bank receiving interest described in Section 881(c)(3)(A) of the Internal Revenue Code.]

§ 8 PRESENTATION PERIOD

The presentation period provided in § 801 paragraph 1, sentence 1 *BGB* (German Civil Code) is reduced to ten years for the Notes.

§ 9 EVENTS OF DEFAULT

(1) Events of default. Each Holder shall be entitled to declare due and payable by notice to the Fiscal Agent its entire claims arising from the Notes and demand immediate redemption thereof at the Early

Redemption Amount (as described in § 5) together with accrued interest (if any) to the date of repayment, in the event that:

- (a) the Issuer fails to pay principal or interest within 30 days from the relevant due date, or
- (b) the Issuer fails duly to perform any other obligation arising from the Notes [in the case of Notes issued by VIF, VCI, VCCI, VIL or Porsche Holding insert: or the Guarantor fails to perform any obligation arising from the Guarantee referred to in § 2] which failure is not capable of remedy or, if such failure is capable of remedy, such failure continues for more than 90 days after the Fiscal Agent has received notice thereof from a Holder, or
- (c) the Issuer [in the case of Notes issued by VIF, VCI, VCCI, VIL or Porsche Holding insert: or the Guarantor] announces its inability to meet its financial obligations or ceases its payments, or
- (d) a court opens bankruptcy or other insolvency proceedings against the Issuer [in the case of Notes issued by VIF, VCI, VCCI, VIL or Porsche Holding insert: or the Guarantor] or such proceedings are instituted and have not been discharged or stayed within 60 days, or the Issuer [in the case of Notes issued by VIF, VCI, VCCI, VIL or Porsche Holding insert: or the Guarantor] applies for or institutes such proceedings or offers or makes an arrangement for the benefit of its creditors generally, [in the case of Notes issued by VIF insert: or the Issuer applies for a "surseance van betaling" (within the meaning of Statute of Bankruptcy of The Netherlands),] or
- (e) the Issuer [in the case of Notes issued by VIF, VCI, VCCI, VIL, Porsche Holding insert: or the Guarantor] goes into liquidation unless this is done in connection with a merger, or other form of combination with another company and such company assumes all obligations contracted by the Issuer [in the case of Notes issued by VIF, VCI, VCCI, VIL or Porsche Holding insert: or the Guarantor, as the case may be,] in connection with this issue[, or][.]

In the case of Notes issued by VIF, VIL, VCI, VCCI or Porsche Holding insert, if applicable:

[(f) the Guarantee ceases, for whatever reason, to be in full force and effect.]

The right to declare Notes due shall terminate if the situation giving rise to it has been cured before the right is exercised.

- (2) Quorum. In the events specified in subparagraph (1)(b) above, any notice declaring Notes due shall, unless at the time such notice is received any of the events specified in subparagraph (1)(a) and (1)(c) through (1)(e) entitling Holders to declare their Notes due has occurred, become effective only when the Fiscal Agent has received such notices from the Holders of at least one-tenth in principal amount of Notes then outstanding.
- (3) Notice. Any notice, including any notice declaring Notes due, in accordance with subparagraph (1) above shall be made by means of a written declaration in the German or English language delivered by hand or registered mail to the specified office of the Fiscal Agent together with proof that such Holder at the time of such notice is a holder of the relevant Notes by means of a certificate of his Custodian

[§ 10 SUBSTITUTION

In the case of Notes issued by VWAG, VIF, VCCI, VIL and Porsche Holding insert:

- (1) Substitution. The Issuer shall be entitled at any time, without the consent of the Holders, if no payment of principal of or interest on any of the Notes is in default, to substitute for the Issuer [in the case of Notes issued by VIF, VCCI, VIL or Porsche Holding insert: either the Guarantor or] any Subsidiary (as defined below) [in the case of Notes issued by VWAG insert: of it] [in the case of Notes issued by VIF, VCCI, VIL or Porsche Holding insert: of the Guarantor] as principal debtor in respect to all obligations arising from or in connection with the Notes (the "Substitute Debtor"), provided that:
- (a) the Substitute Debtor is in a position to fulfil all payment obligations arising from or in connection with the Notes without the necessity of any taxes or duties being withheld at source and to transfer all amounts which are required therefor to the Fiscal Agent without any restrictions;
- (b) the Substitute Debtor assumes all obligations of the Issuer arising from or in connection with the Notes;
- (c) the Substitute Debtor undertakes to reimburse any Holder for such taxes, fees or duties which may be imposed upon it as a consequence of assumption of the obligations of the Issuer by the Substitute Debtor;
- (d) it is guaranteed that the obligations of the [in the case of Notes issued by VWAG insert: Issuer] [in the case of Notes issued by VIF, VCCI, VIL or Porsche Holding insert: Guarantor] from the Guarantee of the Debt Issuance Programme of the Issuers apply also to the Notes of the Substitute Debtor:
- (e) there shall have been delivered to the Fiscal Agent one opinion for each jurisdiction affected of lawyers of recognised standing to the effect that subparagraphs (a), (b), (c) and (d) above have been satisfied; and
- (f) VW Credit, Inc. is not the Substitute Debtor.

For purposes of these Conditions "**Subsidiary**" shall mean any corporation or partnership in which Volkswagen Aktiengesellschaft directly or indirectly in the aggregate holds more than 90% of the capital of any class or of the voting rights.

- (2) Notice. Notice of any such substitution shall be published in accordance with § [12][13].
- (3) Change of References. In the event of any such substitution, any reference in these Conditions to the Issuer shall from then on be deemed to refer to the Substitute Debtor and any reference to the country in which the Issuer is domiciled or resident for taxation purposes shall from then on be deemed to refer to the country of domicile or residence for taxation purposes of the Substitute Debtor. Furthermore, in the event of such substitution the following shall apply:

In the case of Notes issued by VWAG insert:

- [(a) in § 7 and § 5(2) an alternative reference to Germany shall be deemed to have been included in addition to the reference according to the preceding sentence to the country of domicile or residence for taxation purposes of the Substitute Debtor;
- (b) in § 9(1)(c) to (f) an alternative reference to the Issuer in its capacity as guarantor shall be deemed to have been included in addition to the reference to the Substitute Debtor.]

[In § 7 and § 5(2) an alternative reference to The Netherlands shall be deemed to have been included in addition to the reference according to the preceding sentence to the country of domicile or residence for taxation purposes of the Substitute Debtor.]

[In § 7 and § 5(2) an alternative reference to Canada shall be deemed to have been included in addition to the reference according to the preceding sentence to the country of domicile or residence for taxation purposes of the Substitute Debtor.]]

[In § 7 and § 5(2) an alternative reference to Luxembourg shall be deemed to have been included in addition to the reference according to the preceding sentence to the country of domicile or residence for taxation purposes of the Substitute Debtor.]]

[In § 7 and § 5(2) an alternative reference to Austria shall be deemed to have been included in addition to the reference according to the preceding sentence to the country of domicile or residence for taxation purposes of the Substitute Debtor.]]

In the case of Notes issued by VIF insert:

In the case of Notes issued by VCCI insert:

In the case of Notes issued by VIL insert:

In the case of Notes issued by Porsche Holding insert:

§ [10] [11]

AMENDMENT OF THE TERMS AND CONDITIONS, HOLDERS'REPRESENTATIVE[, AMENDMENT OF THE GUARANTEE]

- (1) Amendment of the Terms and Conditions. In accordance with the German Act on Issues of Debt Securities of 2009 (Schuldverschreibungsgesetz aus Gesamtemissionen "SchVG") the Holders may agree with the Issuer on amendments of the Terms and Conditions with regard to matters permitted by the SchVG by resolution with the majority specified in subparagraph (2). Majority resolutions shall be binding on all Holders' Resolutions which do not provide for identical conditions for all Holders are void, unless Holders who are disadvantaged have expressly consented to their being treated disadvantageously.
- (2) Majority Resolutions. Majority resolutions shall be passed by a majority of not less than [75]% of the votes cast. Resolutions relating to amendments of the Terms and Conditions which are not material and which do not relate to the matters listed in § 5(3), Nos. 1 to 8 of the SchVG require a simple majority of the votes cast.
- (3) Vote without a meeting. All votes will be taken exclusively by vote taken without a meeting. A meeting of Holders and the assumption of the fees by the Issuer for such a meeting will only take place in the circumstances of § 18 paragraph 4, sentence 2 of the SchVG.
- (4) Chair of the vote. The vote will be chaired by a notary appointed by the Issuer or, if the Holders' Representative (as defined below) has convened the vote, by the Holders' Representative.
- (5) Voting rights. Each Holder participating in any vote shall cast votes in accordance with the nominal amount or the notional share of its

entitlement to the outstanding Notes.

- If no Holders' Representative is designated in the Conditions, insert:
- If the Holders' Representative is appointed in the Conditions, insert:
- (6) Holders' Representative. The Holders may by majority resolution appoint a common representative (the "Holders' Representative") to exercise the Holders' rights on behalf of each Holder.
- (6) Holders' Representative. The common representative (the "Holders' Representative") shall be [●]. The liability of the Holders' Representative shall be limited to ten times the amount of its annual remuneration, unless the Holders' Representative has acted wilfully or with gross negligence.

The Holders' Representative shall have the duties and powers provided by law or granted by majority resolution of the Holders. The Holders' Representative shall comply with the instructions of the Holders. To the extent that the Holders' Representative has been authorised to assert certain rights of the Holders, the Holders shall not be entitled to assert such rights themselves, unless explicitly provided for in the relevant majority resolution. The Holders' Representative shall provide reports to the Holders on its activities. The regulations of the SchVG apply with regard to the recall and the other rights and obligations of the Holders' Representative.

In the case of Notes issued by VIF, VCI, VCCI, VIL or Porsche Holding insert

(7) Amendment of the Guarantee. The provisions set out above applicable to the Notes shall apply *mutatis mutandis* to the Guarantee of Volkswagen Aktiengesellschaft.

§ [11] [12] FURTHER ISSUES, PURCHASES AND CANCELLATION

- (1) Further Issues. The Issuer may from time to time, without the consent of the Holders, issue further Notes having the same terms and conditions as the Notes in all respects (or in all respects except for the settlement date, interest commencement date and/or issue price) so as to form a single Series with the Notes.
- (2) *Purchases*. The Issuer may at any time purchase Notes in the open market or otherwise and at any price. Notes purchased by the Issuer may, at the option of the Issuer, be held, resold or surrendered to the Fiscal Agent for cancellation. If purchases are made by tender, tenders for such Notes must be made available to all Holders of such Notes alike.
- (3) Cancellation. All Notes redeemed in full shall be cancelled forthwith and may not be reissued or resold.

§ [12][13] NOTICES

In the case of Notes issued by VWAG insert:

[[(1)] All notices concerning the Notes shall be published in the Federal Gazette (*Bundesanzeiger*). Any notice so given will be deemed to be validly given on the third calendar day following the date of such publication (or, if published more than once, on the third calendar day following the date of the first such publication).] [In the case of Notes which are listed on the official list of the Luxembourg Stock Exchange insert: As long as the Notes are listed on the official list of the Luxembourg Stock Exchange and the rules and regulations of the Luxembourg Stock Exchange so require, all notices concerning the Notes will be made by means of electronic publication on the internet website of the Luxembourg Stock Exchange (www.bourse.lu). Any notice so given will be deemed to have been validly given on the third day following the date of such

publication.]

In the case of Notes issued by VIF, VCI, VCCI, VIL or Porsche Holding insert:

[In the case of Notes which are listed on a Stock Exchange insert: (1) Publication. As long as the Notes are listed on the [official list of the] Luxembourg Stock Exchange and the rules and regulations of the Luxembourg Stock Exchange so require, all notices concerning the Notes will be made by means of electronic publication on the internet website of the Luxembourg Stock Exchange (www.bourse.lu). Any notice so given will be deemed to have been validly given on the third day following the date of such publication.] [In the case of Notes issued by VIF which are listed on a Stock Exchange insert: (1) Publication. All notices concerning the Notes shall be published in one leading daily newspaper having general circulation in Grand Duchy of Luxembourg. This newspaper is expected to be the Luxemburger Wort. Any notice so given will be deemed to have been validly given on the third calendar day following the date of such publication (or, if published more than once, on the third day following the date of the first such publication).]

[(2)] Notification to Clearing System.

[In the case of Notes which are unlisted insert: The Issuer shall deliver all notices concerning the Notes to the Clearing System for communication by the Clearing System to the Holders. Any such notice shall be deemed to have been given to the Holders on the seventh day after the day on which the said notice was given to the Clearing System.]

[In the case of Notes which are listed on the official list of the Luxembourg Stock Exchange insert: So long as any Notes are listed on the official list of the Luxembourg Stock Exchange, subparagraph (1) above shall apply. In the case of notices regarding the Rate of Interest or, if the Rules of the Luxembourg Stock Exchange so permit, the Issuer may deliver the relevant notice to the Clearing System for communication by the Clearing System to the Holders, in lieu of publication in the newspapers set forth in subparagraph (1) above; any such notice shall be deemed to have been given to the Holders on the seventh day after the day on which the said notice was given to the Clearing System.]

§ [13] [14] APPLICABLE LAW, PLACE OF JURISDICTION AND ENFORCEMENT

- (1) Applicable Law. The Notes, [as to form and content, and] [including] all rights and obligations of the Holders and the Issuer, shall be governed by German law [In case of Notes issued by VIL insert: Articles 86 to 94-8 of the Luxembourg law of 10 August 1915 on commercial companies, as amended, are expressly excluded].
- (2) Submission to Jurisdiction. The non-exclusive place of jurisdiction for all proceedings arising out of or in connection with the Notes ("Proceedings") shall be Frankfurt am Main. The Holders, however, may also pursue their claims before any other court of competent jurisdiction. The German courts shall have exclusive jurisdiction over the annulment of lost or destroyed Notes. The Issuer hereby submits to the jurisdiction of the courts referred to in this subparagraph.

In the case of Notes issued by VIF, VCI, VCCI, VIL or Porsche Holding insert:

The local court (*Amtsgericht*) in Frankfurt am Main shall, pursuant section 9 para. 3 of the SchVG, have jurisdiction for all judgments in accordance with sections 9 para. 2, 13 para. 3 and 18 para. 2 of the SchVG. And the regional court (*Landgericht*) in Frankfurt am Main shall have exclusive jurisdiction for all judgments over contested resolutions by Noteholders in accordance with section 20 para. 3 of

the SchVG.

In the case of Notes issued by VWAG insert:

In the case of Notes issued by VIF, VCI, VCCI, VIL or Porsche Holding insert:

The local court (*Amtsgericht*) in Wolfsburg shall, pursuant section 9 para. 3 of the SchVG, have jurisdiction for all judgments in accordance with sections 9 para. 2, 13 para. 3 and 18 para. 2 of the SchVG and the district court (*Landgericht*) in Braunschweig shall have exclusive jurisdiction for all judgments over contested resolutions by Noteholders in accordance with section 20 para. 3 of the SchVG.

[(3) Appointment of Authorised Agent. For any Proceedings before German courts, the Issuer appoints Volkswagen Aktiengesellschaft, Berliner Ring 2, 38440 Wolfsburg, Germany as its authorised agent for service of process in Germany.]

[(3)][(4)] Enforcement. Any Holder of Notes may in any proceedings against the Issuer, or to which such Holder and the Issuer are parties, protect and enforce in his own name his rights arising under such Notes on the basis of (i) a statement issued by the Custodian with whom such Holder maintains a securities account in respect of the Notes (a) stating the full name and address of the Holder, (b) specifying the aggregate principal amount of Notes credited to such securities account on the date of such statement and (c) confirming that the Custodian has given written notice to the Clearing System containing the information pursuant to (a) and (b) and (ii) a copy of the Note in global form certified as being a true copy by a duly authorised officer of the Clearing System or a depository of the Clearing System, without the need for production in such proceedings of the actual records or the global note representing the Notes. For purposes of the foregoing, "Custodian" means any bank or other financial institution of recognised standing authorised to engage in securities custody business with which the Holder maintains a securities account in respect of the Notes and includes the Clearing System. Each Holder may, without prejudice to the foregoing, protect and enforce his rights under these Notes also in any other way which is admitted in the country of the Proceedings.

§ [14] [15] LANGUAGE

If the Conditions shall be in the German language with an English language translation insert:

If the Conditions shall be in the English language with a German language translation insert:

If the Conditions shall be in the English language only insert:

In the case of Notes that are publicly offered, in whole or in part, in Germany or distributed, in whole or [These Conditions are written in the German language and provided with an English language translation. The German text shall be controlling and binding. The English language translation is provided for convenience only.]

[These Conditions are written in the English language and provided with a German language translation. The English text shall be controlling and binding. The German language translation is provided for convenience only.]

[These Conditions are written in the English language only.]

[Eine deutsche Übersetzung der Emissionsbedingungen wird bei der Volkswagen Aktiengesellschaft, Berliner Ring 2, 38440 Wolfsburg, Deutschland zur kostenlosen Ausgabe bereitgehalten.]

in part, to nonprofessional investors in Germany with English language Conditions insert:

OPTION II - Terms and Conditions for Notes with floating interest rates

This Series of Notes is issued pursuant to an Amended and Restated Agency Agreement dated on or about 2 May 2014 (the "Agency Agreement") between Volkswagen Aktiengesellschaft ("VWAG"), Volkswagen International Finance N.V. ("VIF"), VW Credit, Inc. ("VCI"), VW Credit Canada, Inc. / Crédit VW Canada, Inc. ("VCCI"), Volkswagen International Luxemburg S.A. ("VIL ") and Porsche Holding Gesellschaft m.b.H. ("Porsche Holding") (each an "Issuer" and together the "Issuers") and Citibank, N.A. as fiscal agent (the "Fiscal Agent", which expression shall include any successor fiscal agent thereunder) and the other parties named therein. Copies of the Agency Agreement may be obtained free of charge at the specified office of the Fiscal Agent upon reasonable notice, at the specified office of any Paying Agent and at the principal office of each Issuer. [In the case of Notes issued by VIF, VCI, VCCI, VIL or Porsche Holding insert: The Notes have the benefit of an unconditional and irrevocable guarantee by Volkswagen Aktiengesellschaft (the "Guarantor").]

CONDITIONS OF ISSUE ENGLISH LANGUAGE VERSION

§1 CURRENCY, DENOMINATION, FORM, CERTAIN DEFINITIONS

(1) Currency; Denomination. This Series of Notes (the "Notes") of [insert Issuer] (the "Issuer") is being issued in [insert Specified Currency] (the "Specified Currency") in the aggregate principal amount [In the case the Global Note is a NGN insert: (subject to § 1(6))] of [insert aggregate principal amount] (in words: [insert aggregate principal amount in words]) in [the] denomination[s] of [insert Specified Denomination(s)] (the "Specified Denomination[s]").

In case of Notes not denominated in CAD and settled in CDS insert:

In case of Notes denominated in CAD and settled in CDS insert:

[(2) Form. The Notes are in bearer form and represented by one or more global notes (each a "Global Note").]

[(2) Form, Title and Transfer. The Notes will be issued in the form of a bearer global note deposited with CDS & CO., as nominee of CDS Clearing and Depository Services Inc. ("CDS") and held by CDS (the "Permanent Global Note"). Beneficial interests in the Permanent Global Note will be represented through book-entry accounts of financial institutions acting on behalf of beneficial owners as direct and indirect participants in CDS. Investors may elect to hold interests in the Permanent Global Note directly through any of CDS (in Canada), or Clearstream, Luxembourg or Euroclear (in Europe) if they are participants of such systems, or indirectly through organisations which are participants in such systems. Clearstream, Luxembourg and Euroclear will hold interests on behalf of their participants through customers' securities accounts in their respective names on the books of their respective Canadian subcustodians, each of which is a Canadian Schedule I chartered bank ("Canadian Subcustodians"), which in turn will hold such interests in customers' securities accounts in the names of the Canadian Subcustodians on the books of CDS.

Notwithstanding the Terms and Conditions, for so long as any of the Notes are represented by the Permanent Global Note, the Issuer, the Fiscal Agent and any other Paying Agent shall treat CDS & CO., or any other nominee appointed by CDS, as the sole owner or holder of

such Notes for all purposes. Principal and interest payments on the Permanent Global Note will be made on behalf of the Issuer by the Fiscal Agent (through a Canadian dollar wire transfer via its Toronto cash correspondent (Citibank, Toronto)) to CDS & CO., or any other nominee appointed by CDS, and CDS will distribute the payment received to the applicable clearing system.

Definitive Notes

No beneficial owner of the Notes will be entitled to receive physical delivery of Notes in definitive form except in the limited circumstances set out in the Permanent Global Note, including the circumstances described below.

If the Notes represented by the Permanent Global Note are held by or on behalf of CDS and (i) CDS has notified the Issuer that it is unwilling or unable to continue to act as a depository for the Notes and a successor depository is not appointed by the Issuer within 90 working days after receiving such notice; or (ii) CDS ceases to be a recognised clearing agency under the Securities Act (Ontario) or a self-regulatory organisation under the Securities Act (Québec) or other applicable Canadian securities legislation and no successor clearing system satisfactory to the Issuer is available within 90 working days after the Issuer becoming aware that CDS is no longer so recognised, the Issuer will issue, or cause to be issued, Definitive Notes in exchange for the Permanent Global Note.

Direct Rights

Direct rights can only be exercised in accordance with the Terms and Conditions and the procedures of CDS.

[(3) Permanent Global Note. The Notes are represented by a permanent global note (the "Permanent Global Note") without coupons that will be treated as Notes in registered form for U.S. federal income tax purposes. The Permanent Global Note shall be signed manually by two authorised signatories of the Issuer and shall be authenticated by or on behalf of the Fiscal Agent. Definitive Notes and interest coupons will not be issued. Partial ownership in the Permanent Global Note will be shown on, and transfer of ownership will be effected only through, bookings reflected in the records maintained by the applicable Clearing System. Except in limited circumstances, the Clearing System will not be able to transfer a Permanent Global Note, other than to transfer such Permanent Global Note to a successor depository, and ownership interests in each Permanent Global Note may not be exchanged for a Definitive Note. The relevant Clearing System must be CBF unless another Clearing System entered into a book-entry agreement or otherwise addressed the "immobilization" of the Notes under U.S. tax law.

Payment of interest on these Notes issued by VCI will be made only after delivery of the withholding agent of the non-U.S. beneficial ownership statement described in U.S. Treas. Reg. § 1.871-14(c)(2) (generally an appropriate IRS Form W-8).]

[(3) Permanent Global Note.

The Notes are represented by a permanent global note (the "Permanent Global Note") without coupons. The Permanent Global Note shall be signed manually by two authorised signatories of the Issuer and shall be authenticated by or on behalf of the Fiscal Agent.]

[(3) Temporary Global Note – Exchange.

In the case of Notes which are issued by VCI insert:

In the case of Notes which are not issued by VCI and represented by a Permanent Global Note insert:

In the case of Notes which are initially

represented by Temporary Global Note insert:

а

- (a) The Notes are initially represented by a temporary global note (the "Temporary Global Note") without coupons. The Temporary Global Note will be exchangeable for Notes in Specified Denominations represented by a permanent global note (the "Permanent Global Note") without coupons. The Temporary Global Note and the Permanent Global Note shall each be signed manually by two authorised signatories of the Issuer and shall each be authenticated by or on behalf of the Fiscal Agent. Definitive Notes and interest coupons will not be issued.
- The Temporary Global Note shall be exchanged for the (b) Permanent Global Note on a date (the "Exchange Date") not later than 180 days after the date of issue of the Notes represented by the Temporary Global Note. The Exchange Date will not be earlier than 40 days after the date of issue. Such exchange shall only be made upon delivery of certifications to the effect that the beneficial owner or owners of the Notes represented by the Temporary Global Note is not a U.S. person (other than certain financial institutions or certain persons holding Notes through such financial institutions). Payment of interest on Notes represented by a Temporary Global Note will be made only after delivery of such certifications. A separate certification shall be required in respect of each such payment of interest. Any such certification received on or after the 40th day after the date of issue of the Notes represented by the Temporary Global Note will be treated as a request to exchange such Temporary Global Note pursuant to this § 1(3)(b). Any securities delivered in exchange for the Temporary Global Note shall be delivered only outside of the United States (as defined in § 6(2)).]
- (4) Clearing System. The Global Note representing the Notes will be kept in custody by or on behalf of the Clearing System. "Clearing System" means [if more than one Clearing System insert: each of] the following: [Clearstream Banking AG, 60485 Frankfurt am Main, Germany ("CBF")] [Clearstream Banking, société anonyme, 42 Avenue JF Kennedy, L-1855 Luxembourg, Luxembourg ("CBL")] [Euroclear Bank SA/NV, Boulevard du Roi Albert II, 1210 Brussels, Belgium ("Euroclear")] [(CBL and Euroclear each an "ICSD" and together the "ICSDs")] [,] [and] [specify other Clearing System] and any successor in such capacity.

In the case of Notes kept in custody on behalf of the ICSDs insert:

[In the case the Global Note is a NGN insert: The Notes are issued in new global note ("NGN") form and are kept in custody by a common safekeeper on behalf of both ICSDs.]

[In the case the Global Note is a CGN insert: The Notes are issued in classical global note ("CGN") form and are kept in custody by a common depositary on behalf of both ICSDs.]

- (5) Holder of Notes. "**Holder**" means any holder of a proportionate coownership or other beneficial interest or right in the Notes.
- In the case the Global Note is a NGN insert:
- [(6) Records of the ICSDs. The principal amount of Notes represented by the Global Note shall be the aggregate amount from time to time entered in the records of both ICSDs. The records of the ICSDs (which expression means the records that each ICSD holds for its customers which reflect the amount of such customer's interest in the Notes) shall be conclusive evidence of the principal amount of Notes represented by the Global Note and, for these purposes, a statement issued by a ICSD stating the principal amount of Notes so represented at any time shall be conclusive evidence of the records of the relevant ICSD at that

time.

On any redemption or payment of an instalment or interest being made in respect of, or purchase and cancellation of, any of the Notes represented by the Global Note the Issuer shall procure that details of any redemption, payment or purchase and cancellation (as the case may be) in respect of the Global Note shall be entered pro rata in the records of the ICSDs and, upon any such entry being made, the principal amount of the Notes recorded in the records of the ICSDs and represented by the Global Note shall be reduced by the aggregate principal amount of the Notes so redeemed or purchased and cancelled or by the aggregate amount of such instalment so paid.]

In the case the Temporary Global Note is a NGN insert:

[On an exchange of a portion only of the Notes represented by a Temporary Global Note, the Issuer shall procure that details of such exchange shall be entered pro rata in the records of the ICSDs.]

In case of Notes issued by VCI insert:

[(6) Book-Entry Register. The Issuer and CBF have agreed that CBF will act as the Issuer's book-entry registrar in respect of the Notes. In such capacity and without prejudice to the issuance of the Notes in bearer form and their status as notes in bearer form under German law, CBF has agreed, as agent of the Issuer, to maintain records of the Notes credited to the accounts of the accountholders of CBF.]

§ 2 STATUS, NEGATIVE PLEDGE [in the case of Notes issued by VIF, VCI, VCCI, VIL or Porsche Holding insert: AND GUARANTEE]

- (1) Status. The obligations under the Notes constitute direct, unconditional, unsecured and unsubordinated obligations of the Issuer ranking pari passu among themselves and pari passu with all other unsecured obligations of the Issuer, unless such obligations are accorded priority under mandatory provisions of statutory law.
- (2) Negative Pledge. So long as any Note remains outstanding, but only up to the time all amounts of principal and interest have been placed at the disposal of the Fiscal Agent, the Issuer undertakes not to provide for other notes or bonds, including any guarantee or indemnity in respect thereof, any security upon its assets without at the same time having the Holders share equally and rateably in such security. For the avoidance of doubt, this undertaking shall not apply to security provided in connection with asset backed securities issued by a special purpose vehicle where the Issuer is the originator of the underlying assets.

In the case of Notes issued by VIF, VCI, VCCI, VIL or Porsche Holding insert:

[(3) Guarantee. Volkswagen Aktiengesellschaft (the "Guarantor") has given its unconditional and irrevocable guarantee (the "Guarantee") for the due payment of principal of, and interest on, the Notes. In this Guarantee. the Guarantor has further undertaken "Undertaking"), so long as any of the Notes remains outstanding, but only up to the time all amounts of principal and interest have been placed at the disposal of the Fiscal Agent, not to provide for any Bond Issue, including any guarantee or indemnity in respect thereof, any security upon its assets without at the same time having the Holders share equally and rateably in such security. For the avoidance of doubt, this undertaking shall not apply to security provided in connection with asset backed securities issued by a special purpose vehicle where the Guarantor is the originator of the underlying assets.

For the purpose of these Conditions "Bond Issue" means an issue of debt securities which is, or is intended to be, or is being capable of being, quoted, listed or dealt in on any stock exchange, over-the-counter or other securities market.

The Guarantee constitutes a contract for the benefit of the Holders from time to time as third party beneficiaries in accordance with § 328(1) of the German Civil Code⁽¹⁾, giving rise to the right of each Holder to require performance of the Guarantee and the Negative Pledge directly from the Guarantor and to enforce the Guarantee and the Negative Pledge directly against the Guarantor. Copies of the Guarantee and the Negative Pledge may be obtained free of charge at the principal office of the Guarantor and at the specified office of the Fiscal Agent set forth in § 6.]

§ 3 INTEREST

- (1) Interest Payment Dates. (a) The Notes bear interest on their principal amount from (and including) [insert Interest Commencement Date] (the "Interest Commencement Date") to but excluding the first Interest Payment Date and thereafter from (and including) each Interest Payment Date to but excluding the next following Interest Payment Date. Interest on the Notes shall be payable on each Interest Payment Date.
- (b) "Interest Payment Date" means

[in the case of Specified Interest Payment Dates insert: each [insert Specified Interest Payment Dates].]

[in the case of Specified Interest Periods insert: each date which (except as otherwise provided in these Conditions) falls [insert number] [weeks] [months] [insert other specified periods] after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.]

(c) If any Interest Payment Date would otherwise fall on a day which is not a Business Day (as defined below), it shall be:

[if Modified Following Business Day Convention insert: postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event the Interest Payment Date shall be the immediately preceding Business Day.]

[if FRN Convention insert: postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event (i) the Interest Payment Date shall be the immediately preceding Business Day and (ii) each subsequent Interest Payment Date shall be the last Business Day in the month which falls **[[insert number]** months**] [insert other specified periods]** after the preceding applicable Interest Payment Date.]

[if Following Business Day Convention insert: postponed to the next day which is a Business Day.]

[if Preceding Business Day Convention insert: the immediately preceding Business Day.]

⁽¹⁾ An English language translation of § 328(1) German Civil Code would read as follows: "A contract may stipulate performance for the benefit of a third party, to the effect that the third party acquires the right directly to demand performance."

(d) In this § 3 "Business Day" means [if the Specified Currency is not Euro insert: a day which is a day (other than a Saturday or a Sunday) on which commercial banks are generally open for business in, and foreign exchange markets settle payments in [insert all relevant financial centres]] [if the Specified Currency is Euro insert: a day on which the Clearing System as well as all relevant parts of the Trans-European Automated Real-time Gross Settlement Express Transfer System (TARGET2) ("TARGET") are operational to effect the relevant payment].

[In case the offered quotation for deposits in the specified currency is EURIBOR, the following applies:

(2) Rate of Interest. [if Screen Rate Determination insert: The rate of interest (the "Rate of Interest") for each Interest Period (as defined below) will, except as provided below, be the offered quotation (expressed as a percentage rate per annum) for deposits in the Specified Currency for that Interest Period which appears on the Screen Page as of 11:00 a.m. (Brussels time) on the Interest Determination Date (as defined below) [if Margin insert: [plus] [minus] the Margin (as defined below)], all as determined by the Calculation Agent.]

"Interest Period" means each period from (and including) the Interest Commencement Date to (but excluding) the first Interest Payment Date and from each Interest Payment Date (and including) to the following Interest Payment Date (but excluding).

"Interest Determination Date" means each period from (and including) the Interest Commencement Date to (but excluding) the first Interest Payment Date and from each Interest Payment Date (and including) to the following Interest Payment Date (but excluding).

[If Margin insert: "Margin" means [] per cent. per annum.]

"Screen Page" means [insert relevant Screen Page] or the relevant successor page on that service or on any other service as may be nominated as the information vendor for the purpose of displaying rates or prices comparable to the relevant offered quotation.

If the Screen Page is not available or if no such quotation appears, in each case as at such time, the Calculation Agent shall request each of the Reference Banks (as defined below) to provide the Calculation Agent with its offered quotation (expressed as a percentage rate per annum) for deposits in the Specified Currency for the relevant Interest Period to leading banks in the interbank market in the Euro-zone at approximately 11.00 a. m. Brussels time) on the Interest Determination Date. If two or more of the Reference Banks provide the Calculation Agent with such offered quotations, the Rate of Interest for such Interest Period shall be the arithmetic mean (rounded if necessary to the nearest one thousandth of a percentage point, with 0.0005 being rounded upwards) of such offered quotations [if Margin insert: [plus] [minus] the Margin], all as determined by the Calculation Agent.

If on any Interest Determination Date only one or none of the Reference Banks provides the Calculation Agent with such offered quotations as provided in the preceding paragraph, the Rate of Interest for the relevant Interest Period shall be the rate per annum which the Calculation Agent determines as being the arithmetic mean (rounded if necessary to the nearest one thousandth of a percentage point, with 0.0005 being rounded upwards) of the rates, as communicated to (and at the request of) the Calculation Agent by the

Reference Banks or any two or more of them, at which such banks were offered, as at 11.00 a.m. (Brussels time) on the relevant Interest Determination Date, deposits in the Specified Currency for the relevant Interest Period by leading banks in the interbank market in the Euro-Zone [if Margin insert: [plus] [minus] the Margin] or, if fewer than two of the Reference Banks provide the Calculation Agent with such offered rates, the Rate of Interest for such Interest Period shall be the offered rate for deposits in the Specified Currency for the relevant Interest Period, or the arithmetic mean (rounded as provided above) of the offered rates for deposits in the Specified Currency for the relevant Interest Period, at which, on the relevant Interest Determination Date, any one or more banks (which bank or banks is or are in the opinion of the Calculation Agent and the Issuer suitable for such purpose) inform(s) the Calculation Agent it is or they are quoting to leading banks in the interbank market in the Euro-Zone (or, as the case may be, the quotations of such bank or banks to the Calculation Agent) [if Margin insert: [plus] [minus] the Margin].

If the Rate of Interest cannot be determined in accordance with the foregoing provisions of this paragraph, the Rate of Interest shall be the offered quotation or the arithmetic mean of the offered quotations on the Screen Page, as described above, on the last day preceding the Interest Determination Date on which such quotations were offered [if Margin insert: [plus] [minus] the Margin].

As used herein, "Reference Banks" means those offices of four of such banks whose offered rates were used to determine such quotation when such quotation last appeared on the Screen Page.

"Euro-Zone" means the region comprised of those member states of the European Union that have adopted, or will have adopted from time to time, the single currency in accordance with the Treaty establishing the European Community (signed in Rome on 25 March 1957), as amended.]

[In case the offered quotation for deposits in the specified currency is LIBOR, the following applies:

(2) Rate of Interest. [if Screen Rate Determination insert: The rate of interest (the "Rate of Interest") for each Interest Period (as defined below), except as provided below, be the offered quotation (expressed as a percentage rate per annum) for deposits in the Specified Currency for that Interest Period which appears on the Screen Page as of 11:00 a. m. (London time) on the Interest Determination Date (as defined below) [if Margin insert: [plus] [minus] the Margin (as defined below)], all as determined by the Calculation Agent (as defined below).

"Interest Period" means each period from (and including) the Interest Commencement Date to (but excluding) the first Interest Payment Date and from each Interest Payment Date (and including) to the following Interest Payment Date (but excluding).

"Interest Determination Date" means the [first][second] London Business Day prior to the commencement of the relevant Interest Period. "London Business Day" means a day which is a day (other than a Saturday or Sunday) on which commercial banks are open for business (including dealings in foreign exchange and foreign currency) in London.

[If Margin insert: "Margin" means [] per cent. per annum.]

"Screen Page" means [insert relevant Screen Page] or the relevant successor page on that service or on any other service as may be

nominated as the information vendor for the purpose of displaying rates or prices comparable to the relevant offered quotation.

If the Screen Page is not available or if no such quotation appears, in each case as at such time, the Calculation Agent shall request each of the Reference Banks (as defined below) to provide the Calculation Agent with its offered quotation (expressed as a percentage rate per annum) for deposits in the Specified Currency for the relevant Interest Period to leading banks in the London interbank market at approximately 11.00 a. m. London time) on the Interest Determination Date. If two or more of the Reference Banks provide the Calculation Agent with such offered quotations, the Rate of Interest for such Interest Period shall be the arithmetic mean (rounded if necessary to the nearest one hundred-thousandth of a percentage point, with 0.000005 being rounded upwards) of such offered quotations [if Margin insert: [plus] [minus] the Margin], all as determined by the Calculation Agent.

If on any Interest Determination Date only one or none of the Reference Banks provides the Calculation Agent with such offered quotations as provided in the preceding paragraph, the Rate of Interest for the relevant Interest Period shall be the rate per annum which the Calculation Agent determines as being the arithmetic mean (rounded if necessary to the nearest one hundred-thousandth of a percentage point, with 0.000005 being rounded upwards) of the rates, as communicated to (and at the request of) the Calculation Agent by the Reference Banks or any two or more of them, at which such banks were offered, as at 11.00 a.m. (London time) on the relevant Interest Determination Date, deposits in the Specified Currency for the relevant Interest Period by leading banks in the London interbank market [if Margin insert: [plus] [minus] the Margin] or, if fewer than two of the Reference Banks provide the Calculation Agent with such offered rates, the Rate of Interest for such Interest Period shall be the offered rate for deposits in the Specified Currency for the relevant Interest Period, or the arithmetic mean (rounded as provided above) of the offered rates for deposits in the Specified Currency for the relevant Interest Period, at which, on the relevant Interest Determination Date, any one or more banks (which bank or banks is or are in the opinion of the Calculation Agent and the Issuer suitable for such purpose) inform(s) the Calculation Agent it is or they are quoting to leading banks in the London interbank market (or, as the case may be, the quotations of such bank or banks to the Calculation Agent) [if Margin insert: [plus] [minus] the Margin].

If the Rate of Interest cannot be determined in accordance with the foregoing provisions of this paragraph, the Rate of Interest shall be the offered quotation or the arithmetic mean of the offered quotations on the Screen Page, as described above, on the last day preceding the Interest Determination Date on which such quotations were offered [if Margin insert: [plus] [minus] the Margin].

As used herein, "Reference Banks" means, those offices of four of such banks whose offered rates were used to determine such quotation when such quotation last appeared on the Screen Page.

[In case the offered quotation for deposits in the specified currency is CDOR, the following applies:

(2) Rate of Interest. The rate of interest ("Rate of Interest") for each Interest Period (as defined below) will, except as provided below, be the offered quotation (expressed as a percentage rate per annum) for deposits in the Specified Currency for that Interest Period which appears on the Screen Page (as defined below) as of 10:00 a.m. (Toronto time) on the Interest Determination Date (as defined below)

[if Margin, insert: [plus] [minus] the Margin (as defined below)], all as determined by the Calculation Agent (as defined below).

"Interest Period" means each [one] [three] [six] [twelve] month[s] [insert other applicable period in which case the CDOR BA interest rate may need to be a weighted average rate reflecting relevant maturities] period from (and including) the Interest Commencement Date to (but excluding) the first Interest Payment Date and, as the case may be, from (and including) each Interest Payment Date to (but excluding) the next following Interest Payment Date

"Interest Determination Date" means the [second] [insert other applicable number of days] [Toronto] [insert other relevant location] Business Day prior to the commencement of the relevant Interest Period. "[Toronto][insert other relevant location] Business Day" means a day (other than a Saturday or Sunday) on which commercial banks in [Toronto] [insert other relevant location] are open for business (including dealings in foreign exchange and foreign currency).

[If Margin applies, insert: "Margin" means [•] per cent per annum.]

"Screen Page" means REUTERS screen page CDOR or the relevant successor page on that service or on any other service as may be nominated as the information vendor for the purpose of displaying rates or prices comparable to the relevant offered quotation.

If the Screen Page is not available or if no such quotation appears, in each case as at such time, the Calculation Agent shall request each of the Reference Banks (as defined below) to provide the Calculation Agent with its bid rate of interest (expressed as a percentage rate per annum) for banker's acceptances in the Specified Currency for the relevant Interest Period accepted by such Reference Banks at approximately 10:00 a. m. (Toronto time) on the Interest Determination Date. If two or more of the Reference Banks provide the Calculation Agent with such bid rates, the Rate of Interest for such Interest Period shall be the arithmetic mean (rounded if necessary to the nearest one hundred-thousandth of a percentage point, with 0.000005 being rounded upwards) of such bid rates [if Margin insert: [plus] [minus] the Margin], all as determined by the Calculation Agent.

If on any Interest Determination Date only one or none of the Reference Banks provides the Calculation Agent with such bid rates as provided in the preceding paragraph, the Rate of Interest for the relevant Interest Period shall be the rate per annum which the Calculation Agent determines as being the arithmetic mean (rounded if necessary to the nearest one hundred-thousandth of a percentage point, with 0.000005 being rounded upwards) of the bid rates of major banks in Toronto, selected by the Calculation Agent, for bankers acceptances in the Specified Currency for the relevant Interest Period accepted by such banks as at approximately 10:00 a.m. (Toronto time) on the relevant Interest Determination Date [if Margin insert: [plus] [minus] the Margin].

If the Rate of Interest cannot be determined in accordance with the foregoing provisions of this paragraph, the Rate of Interest shall be determined as at the last preceding Interest Determination Date (though substituting, where a different Margin is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin relating to the relevant Interest Period in place of the Margin relating to the last preceding Interest Period).

As used herein, "Reference Banks" means, the principal Toronto

office of four major Canadian chartered banks listed in Schedule 1 to the Bank Act (Canada).

[(3)][(4)] Interest Amount. The Calculation Agent will, on or as soon as practicable after each time at which the Rate of Interest is to be determined, calculate the amount of interest (the "Interest Amount") payable on the Notes in respect of each Specified Denomination for the relevant Interest Period. Each Interest Amount shall be calculated by applying the Rate of Interest and the Day Count Fraction (as defined below) to each Specified Denomination and rounding the resultant figure to the nearest unit of the Specified Currency, with 0.5 of such unit being rounded upwards.

[(4)][(5)] Notification of Rate of Interest and Interest Amount. The Calculation Agent will cause the Rate of Interest, each Interest Amount for each Interest Period, each Interest Period and the relevant Interest Payment Date to be notified to the Issuer [in the case of Notes issued by VIF, VCI, VCCI, VIL or Porsche Holding insert: and the Guarantor] and to the Holders in accordance with § [12][13] as soon as possible after their determination, but in no event later than the fourth Business Day (as defined in § 3(1)(d)) thereafter and if required by the rules of any stock exchange on which the Notes are from time to time listed, to such stock exchange as soon as possible after their determination, but in no event later than the first day of the relevant Interest Period. Each Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Interest Period. Any such amendment will be promptly notified to any stock exchange on which the Notes are then listed and to the Holders in accordance with § [12][13].

[(5)][(6)] Determinations Binding. All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this § 3 by the Calculation Agent shall (in the absence of manifest error) be binding on the Issuer, the Fiscal Agent, [the Paying Agents] and the Holders.

[(6)][(7)] Accrual of Interest. If the Issuer shall fail to redeem the Notes when due, interest shall continue to accrue beyond the day preceding the due date until the day preceding the actual redemption of the Notes. Interest shall continue to accrue on the outstanding principal amount of the Notes from the due date (inclusive) until the date of redemption of the Notes (exclusive) at the default rate of interest established by law. (1)

[(8)] Day Count Fraction. "Day Count Fraction" means with regard to the calculation of the amount of interest for any period of time (the "Calculation Period"):

[If Actual/Actual (ICMA Rule 251) with annual interest payments insert: the actual number of days in the Calculation Period divided by the actual number of days in the respective interest year.]

[if Actual/365 (Fixed) insert: the actual number of days in the Calculation Period divided by 365.]

[if Actual/360 insert: the actual number of days in the Calculation Period divided by 360.]

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⁽¹⁾ The default rate of interest established by law is five percentage points above the basic rate of interest published by Deutsche Bundesbank from time to time, §§ 288(1), 247 German Civil Code.

[If Actual/Actual ISDA insert: the actual number of days in the Calculation Period divided by 365 (or, if any portion of the Calculation Period falls in a leap year, the sum of (i) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (ii) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365).]

[If Actual/365 (Sterling) insert: the actual number of days in the Interest Period divided by 365 or, in the case of an Interest Period End Date falling in a leap year, 366.]

[If 30E/360 or Eurobond Basis: the number of days in the Calculation Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with 12 30-day months, without regard to the date of the first day or last day of the Calculation Period).]

§ 4 PAYMENTS

- (1) (a) Payment of Principal. Payment of principal in respect of Notes shall be made, subject to § 4(2), to the Clearing System or to its order for credit to the accounts of the relevant account holders of the Clearing System upon presentation and surrender of the Global Note at the specified office of any Paying Agent outside the United States.
- (b) Payment of Interest. Payment of interest on Notes shall be made, subject to § 4(2), to the Clearing System or to its order for credit to the relevant account holders of the Clearing System upon presentation of the Global Note at the specified office of any Paying Agent outside the United States.

[In the case of interest payable on a Temporary Global Note insert: Payment of interest on Notes represented by the Temporary Global Note shall be made, subject to subparagraph (2) below, to the Clearing System or to its order for credit to the relevant account holders of the Clearing System, upon due certification as provided in § 1(3)(b).]

(2) Manner of Payment. Subject to applicable fiscal and other laws and regulations, payments of amounts due in respect of the Notes shall be made in **[insert Specified Currency]**.

[In the case of Notes not denominated in Euro:

If the Issuer determines that the amount payable on the respective Payment Business Day is not available to it in such freely negotiable and convertible funds for reasons beyond its control or that the Specified Currency or any successor currency to it provided for by law (the "Successor Currency") is no longer used for the settlement of international financial transactions, the Issuer may fulfil its payment obligations by making such payment in Euro on, or as soon as reasonably practicable after, the respective Payment Business Day on the basis of the Applicable Exchange Rate. Holders shall not be entitled to [further] interest or any other payment as a result thereof. The "Applicable Exchange Rate" shall be, (i) if available, the Euro foreign exchange reference rate for the Specified Currency or the Successor Currency determined and published by the European Central Bank for the most recent practicable date falling within a reasonable period (as determined by the Issuer in its equitable discretion) prior to the day on which the payment is made or, (ii) if such rate is not available, the foreign exchange rate of the Specified Currency or the Successor Currency against the Euro as determined by the Issuer in its equitable discretion.]

- (3) *Discharge.* The Issuer shall be discharged by payment to, or to the order of, the Clearing System.
- (4) Payment Business Day. If the date for payment of any amount in respect of any Note is not a Payment Business Day then the Holder shall not be entitled to payment until the next such day in the relevant place and shall not be entitled to further interest or other payment in respect of such delay.

For these purposes, "Payment Business Day" means any day which is [in the case of Notes not denominated in Euro insert: a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments in [insert all relevant financial centres]] [and] [in the case of Notes denominated in Euro insert: a day (other than a Saturday or a Sunday) on which the Clearing System as well as all relevant parts of the Trans-European Automated Real-time Gross Settlement Express Transfer System (TARGET2) ("TARGET") are operational to forward the relevant payment].

- (5) References to Principal and Interest. References in these Conditions to principal in respect of the Notes shall be deemed to include, as applicable: the Final Redemption Amount of the Notes; the Early Redemption Amount of the Notes; [if redeemable at the option of the Issuer for other than tax reasons insert: the Call Redemption Amount of the Notes;] [if redeemable at the option of the Holder insert: the Put Redemption Amount of the Notes;] and any premium and any other amounts which may be payable under or in respect of the Notes. References in these Conditions to interest in respect of the Notes shall be deemed to include, as applicable, any Additional Amounts which may be payable under § 7.
- (6) Deposit of Principal and Interest. The Issuer may deposit with the Amtsgericht in Frankfurt am Main principal or interest not claimed by Holders within twelve months after the Maturity Date, even though such Holders may not be in default of acceptance of payment. If and to the extent that the deposit is effected and the right of withdrawal is waived, the respective claims of such Holders against the Issuer shall cease.

§ 5 REDEMPTION

- (1) Final Redemption. Unless previously redeemed in whole or in part or purchased and cancelled, the Notes shall be redeemed at their Final Redemption Amount on the Interest Payment Date falling in [insert Redemption Month and year] (the "Maturity Date"). The Final Redemption Amount in respect of each Note shall be its principal amount.
- (2) Early Redemption for Reasons of Taxation. If as a result of any change in, or amendment to, the laws or regulations of Germany [in the case of Notes issued by VIF insert: or The Netherlands] [in the case of Notes issued by VCI insert: or the United States of America] [in the case of Notes issued by VIL insert: or Luxembourg] [in the case of Notes issued by VIL insert: or Luxembourg] [in the case of Notes issued by Porsche Holding insert: or Austria] or any political subdivision or taxing authority thereto or therein affecting taxation or the obligation to pay duties of any kind, or any change in, or amendment to, an official interpretation or application of such laws or regulations, which amendment or change is effective on or after the date on which the last tranche of this series of Notes was issued, the

Issuer [in the case of Notes issued by VIF, VCI, VCCI, VIL or Porsche Holding insert: or the Guarantor] is required to pay Additional Amounts (as defined in § 7) on the next succeeding Interest Payment Date (as defined in § 3(1)), and this obligation cannot be avoided by the use of reasonable measures available to the Issuer [in the case of Notes issued by VIF, VCI, VCCI, VIL or Porsche Group insert: or the Guarantor, as the case may be,], the Notes may be redeemed, in whole but not in part, at the option of the Issuer, upon not more than 60 days' nor less than 30 days' prior notice of redemption given to the Fiscal Agent and, in accordance with § [12][13] to the Holders, at their Early Redemption Amount (as defined below), together with interest accrued to the date fixed for redemption.

However, no such notice of redemption may be given (i) earlier than 90 days prior to the earliest date on which the Issuer [in the case of Notes issued by VIF, VCI, VCCI, VIL or Porsche Group insert: or the Guarantor] would be obligated to pay such Additional Amounts were a payment in respect of the Notes then due, or (ii) if at the time such notice is given, such obligation to pay such Additional Amounts does not remain in effect. The date fixed for redemption must be an Interest Payment Date.

Any such notice shall be given in accordance with § [12][13]. It shall be irrevocable, must specify the date fixed for redemption and must set forth a statement in summary form of the facts constituting the basis for the right of the Issuer so to redeem.

If the Notes are subject to Early Redemption at the Option of the Issuer insert:

- [(3) Early Redemption at the Option of the Issuer.
- (a) The Issuer may, upon notice given in accordance with clause (b), redeem all or some only of the Notes on the Call Redemption Date(s) at the Call Redemption Amount(s) set forth below together with accrued interest, if any, to (but excluding) the Call Redemption Date. [if Minimum Redemption Amount or Higher Redemption Amount applies insert: Any such redemption must be of a principal amount equal to [at least [insert Minimum Redemption Amount]] [insert Higher Redemption Amount].

Call Redemption Date(s) Amount(s) [insert Call Redemption Dates(s)]		Call	Redemption
		[insert Call Redemption Amount(s)]	
[]	[]
[]	[]

[If Notes are subject to Early Redemption at the Option of the Holder insert: The Issuer may not exercise such option in respect of any Note which is the subject of the prior exercise by the Holder thereof of its option to require the redemption of such Note under this § 5(4).]

- (b) Notice of redemption shall be given by the Issuer to the Holders of the Notes in accordance with § [12][13]. Such notice shall specify:
 - (i) the Series of Notes subject to redemption;

- (ii) whether such Series is to be redeemed in whole or in part only and, if in part only, the aggregate principal amount of the Notes which are to be redeemed;
- (iii) the Call Redemption Date, which shall be not less than [insert Minimum Notice to Holders] nor more than [insert Maximum Notice to Holders] days after the date on which notice is given by the Issuer to the Holders; and
- (iv) the Call Redemption Amount at which such Notes are to be redeemed.
- (c) In the case of a partial redemption of Notes, Notes to be redeemed shall be selected in accordance with the rules of the relevant Clearing System. [In the case of Notes in NGN form insert: Such partial redemption shall be reflected in the records of CBL and Euroclear as either a pool factor or a reduction in nominal amount, at the discretion of CBL and Euroclear.]]

If the Notes are subject to Early Redemption at the Option of the Holder insert: [[(3)] [(4)] [([•])] Early Redemption at the Option of a Holder.

Put Redemption Date(s)

(a) The Issuer shall, at the option of the Holder of any Note, redeem such Note on the Put Redemption Date(s) at the Put Redemption Amount(s) set forth below together with accrued interest, if any, to (but excluding) the Put Redemption Date.

Put Redemption Amount(s)

[insert Put Redemption Dates(s)]	[insert Put Redemption Amount(s)]	
[]	[]	
r 1	1	

[if Notes are subject to Early Redemption at the option of the Issuer insert: The Holder may not exercise such option in respect of any Note which is the subject of the prior exercise by the Issuer of any of its options to redeem such Note under this § 5.]

In order to exercise such option, the Holder must, not less than [insert Minimum Notice to Issuer] nor more than [insert Maximum Notice to Issuer] days before the Put Redemption Date on which such redemption is required to be made as specified in the Put Notice (as defined below), submit during normal business hours at the specified office of the Fiscal Agent a duly completed early redemption notice ("Put Notice") in the form available from the specified office of the Fiscal Agent. The Put Notice must specify (i) the principal amount of the Notes in respect of which such option is exercised, and (ii) the securities identification number of such Notes, if any. No option so exercised may be revoked or withdrawn. The Issuer shall only be required to redeem Notes in respect of which such option is exercised against delivery of such Notes to the Issuer or to its order.]

[[(5)][([•])]Early Redemption Amount.

For purposes of § 9 and § 5(2), the Early Redemption Amount of a Note shall be its Final Redemption Amount.]

§ 6 THE FISCAL AGENT[,] [AND] [THE PAYING AGENT[S]] [AND THE CALCULATION AGENT]

(1) Appointment; Specified Office. The initial Fiscal Agent[,] [and] [the initial Paying Agent[s]] [and the initial Calculation Agent] and [its] [their] initial specified office[s] shall be:

Fiscal Agent and Paying Agent:

Citibank, N.A. Citigroup Centre Canary Wharf London E14 5LB United Kingdom

[Paying and Listing [BNP Paribas Securities Services,

Luxembourg Branch

Agent[s]:] 33, rue de Gasperich

5826 Hesperange Luxembourg]

[German Paying Agent: Citigroup Global Markets Deutschland

AG & Co. KGaA Neue Mainzer Straße 7 60323 Frankfurt am Main

Germany]

[Calculation Agent:] [insert name and specified office]

The Fiscal Agent[,] [and] [the Paying Agent[s]] [and the Calculation Agent] reserve[s] the right at any time to change [its] [their] specified office[s] to some other specified office in the same city.

(2) Variation or Termination of Appointment. The Issuer reserves the right at any time to vary or terminate the appointment of the Fiscal Agent [or any Paying Agent] [or the Calculation Agent] and to appoint another Fiscal Agent or additional or other Paying Agents for another Calculation Agent]. The Issuer shall at all times maintain (i) a Fiscal Agent [in the case of Notes listed on a stock exchange insert: [,] [and] (ii) so long as the Notes are listed on the Luxembourg Stock Exchange, a Paying Agent (which may be the Fiscal Agent) with a specified office in Luxembourg and/or in such other place as may be required by the rules of such stock exchange] [in the case of payments in USD insert: [,] [and] [(iii)] if payments at or through the offices of all Paying Agents outside the United States (as defined below) become illegal or are effectively precluded because of the imposition of exchange controls or similar restrictions on the full payment or receipt of such amounts in United States dollars, a Paying Agent with a specified office in New York City] [if any Calculation Agent is to be appointed insert: [,] [and] [(iv)] a Calculation Agent [if Calculation Agent is required to maintain a Specified Office in a Required Location insert: with a specified office located in [insert Required Location]]]. Any variation, termination, appointment or change shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after not less than 30 nor more than 45 days' prior notice thereof shall have been given to the Holders in accordance with § [12][13].

For purposes of these Conditions, "**United States**" means the United States of America (including the States thereof and the District of Columbia) and its possessions (including Puerto Rico, the U.S. Virgin

Islands, Guam, American Samoa, Wake Island and Northern Mariana Islands).

(3) Agent of the Issuer. The Fiscal Agent[,] [and] [the Paying Agent[s]] [and the Calculation Agent] act[s] solely as the agent[s] of the Issuer and [does] [do] not assume any obligations towards or relationship of agency or trust for any Holder.

§ 7 TAXATION

All amounts payable in respect of the Notes shall be made without withholding or deduction for or on account of any present or future taxes or duties of whatever nature imposed or levied by way of withholding or deduction by or on behalf of [in the case of Notes issued by VIF insert: The Netherlands or the United States or] [in the case of Notes issued by VCI insert: the United States or] [in the case of Notes issued by VCCI insert: Canada or the United States or] [in the case of Notes issued by VIL insert: Luxembourg or the United States or] [in the case of Notes issued by Porsche Holding insert: Austria or the United States or] Germany or any political subdivision or any authority thereof or therein having power to tax unless the Issuer is required by law to pay such withholding or deduction. In such event, the Issuer will pay such additional amounts (the "Additional Amounts") as shall be necessary in order that the net amounts received by the Holders, after such withholding or deduction shall equal the respective amounts of principal and interest which would otherwise have been receivable in the absence of such withholding or deduction; except that no such Additional Amounts shall be payable on account of any taxes or duties which:

- (a) are payable by any person acting as custodian bank or collecting agent on behalf of a Holder, or otherwise in any manner which does not constitute a deduction or withholding by the Issuer from payments of principal or interest made by it; or
- (b) are payable by reason of the Holder having, or having had, some personal or business connection with [in the case of Notes issued by VIF insert: The Netherlands or] [in the case of Notes issued by VCI insert: the United States of America or] [in the case of Notes issued by VCCI insert: Canada or] [in the case of Notes issued by VILI insert: Luxembourg or the United States or] [in the case of Notes issued by Porsche Holding insert: Austria or the United States or] Germany and not merely by reason of the fact that payments in respect of the Notes are, or for purposes of taxation are deemed to be, derived from sources in, or are secured in, [in the case of Notes issued by VIF insert: The Netherlands or] [in the case of Notes issued by VCI insert: the United States of America or] [in the case of Notes issued by VCCI insert: Canada or] [in the case of Notes issued by VIL insert: Luxembourg or] [in the case of Notes issued by Porsche Holding insert: Austria or Germany; or
- (c) are deducted or withheld pursuant to (i) any European Union Directive or Regulation concerning the taxation of interest income paid to an individual and certain types of entities called "residual entities", or (ii) any international treaty or understanding relating to such taxation and to which [in the case of Notes issued by VIF insert: The Netherlands or] [in the case of Notes issued by VCI insert: the United States of America or] [in the case of Notes issued by VCI insert: Canada or] [in the case of Notes issued by VIL insert:

Luxembourg or] [in the case of Notes issued by Porsche Holding insert: Austria or] Germany or the European Union is a party, or (iii) any provision of law implementing, or complying with, or introduced to conform with, such Directive, Regulation, treaty or understanding, or (iv) the Luxembourg law of 23 December 2005, as amended by the law of 17 July 2008, with respect to Luxembourg resident individuals; or (v) are imposed under sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as amended, and any current or future regulations or official interpretations thereof or agreement thereunder or any fiscal or regulatory legislation, rules or official practices adopted pursuant to any published intergovernmental agreements entered into in connection with the implementation of such sections of the Internal Revenue Code ("FATCA"); or

- (d) are payable by reason of a change in law that becomes effective more than 30 days after the relevant payment of principal or interest becomes due, or is duly provided for and notice thereof is published in accordance with § [12][13], whichever occurs later[; or][.]
- (e) are withheld or deducted by a Paying Agent from a payment if the payment could have been made by another Paying Agent without such withholding or deduction:

In the case of Notes issued by VCCI insert:

- [(f) are payable by or on behalf of a Holder with whom the Issuer is not dealing at arm's length (within the meaning of the *Income Tax Act* (Canada)) or are payable by or on behalf of a holder of a talon, receipt or coupon in respect of a Note where either the Holder of the Note or the holder of the talon, receipt or coupon in respect of the Note is not dealing at arm's length (within the meaning of the *Income Tax Act* (Canada)) with the Issuer or are payable by virtue of any portion of such payment being deemed to be a dividend paid to the Holder pursuant to the Income Tax Act (Canada); or
- (g) are imposed on a deemed payment of interest pursuant to proposed subsection 212(3.2) of the *Income Tax Act* (Canada) which proposed subsection is contained in a Notice of Ways and Means Motion that accompanied the federal budget tabled by the Minister of Finance (Canada) on 11 February 2014 (or such proposal or proposals as amended or enacted or successor provisions thereto), or by virtue of any portion of such payment being deemed to be a dividend pursuant to the *Income Tax Act* (Canada).]

In the case of Notes issued by VCI insert:

[(f) which are imposed by the United States as a result of a Holder's or beneficial owner's (i) failure to establish a complete exemption from such withholding tax (including, but not limited to, by providing an applicable IRS Form W-8 or W-9), or (ii) past or present status as (a) a passive investment company with respect to the United States: a corporation which accumulates earnings to avoid United States Federal income tax; (b) a controlled foreign corporation with respect to the United States that is related to the Issuer through stock ownership; (c) a private foundation or other tax-exempt organisation with respect to the United States; (d) a "10 per cent. shareholder" with respect to the Issuer within the meaning of Section 871(h)(3)(B) or 881(c)(3)(B) of the Internal Revenue Code; (e) or a bank receiving interest described in Section 881(c)(3)(A) of the Internal Revenue Code.

§ 8 PRESENTATION PERIOD

The presentation period provided in § 801 paragraph 1, sentence 1 *BGB* (German Civil Code) is reduced to ten years for the Notes.

§ 9 EVENTS OF DEFAULT

- (1) Events of default. Each Holder shall be entitled to declare due and payable by notice to the Fiscal Agent its entire claims arising from the Notes and demand immediate redemption thereof at the Early Redemption Amount (as described in § 5) together with accrued interest (if any) to the date of repayment, in the event that:
- (a) the Issuer fails to pay principal or interest within 30 days from the relevant due date, or
- (b) the Issuer fails duly to perform any other obligation arising from the Notes [in the case of Notes issued by VIF, VCI, VCCI, VIL or Porsche Holding insert: or the Guarantor fails to perform any obligation arising from the Guarantee referred to in § 2] which failure is not capable of remedy or, if such failure is capable of remedy, such failure continues for more than 90 days after the Fiscal Agent has received notice thereof from a Holder, or
- (c) the Issuer [in the case of Notes issued by VIF, VCI, VCCI, VIL or Porsche Holding insert: or the Guarantor] announces its inability to meet its financial obligations or ceases its payments, or
- (d) a court opens bankruptcy or other insolvency proceedings against the Issuer [in the case of Notes issued by VIF, VCI, VCCI, VIL or Porsche Holding insert: or the Guarantor] or such proceedings are instituted and have not been discharged or stayed within 60 days, or the Issuer [in the case of Notes issued by VIF, VCI, VCCI, VIL or Porsche Holding insert: or the Guarantor] applies for or institutes such proceedings or offers or makes an arrangement for the benefit of its creditors generally, [in the case of Notes issued by VIF insert: or the Issuer applies for a "surseance van betaling" (within the meaning of Statute of Bankruptcy of The Netherlands),] or
- (e) the Issuer [in the case of Notes issued by VIF, VCI, VCCI, VIL or Porsche Holding insert: or the Guarantor] goes into liquidation unless this is done in connection with a merger, or other form of combination with another company and such company assumes all obligations contracted by the Issuer [in the case of Notes issued by VIF, VCI, VCCI, VIL or Porsche Holding insert: or the Guarantor, as the case may be,] in connection with this issue[, or][.]
- In the case of Notes issued by VIF, VIL, VCI, VCCI or Porsche Holding insert, if applicable: [(f) the Guarantee ceases, for whatever reason, to be in full force and effect.]

The right to declare Notes due shall terminate if the situation giving rise to it has been cured before the right is exercised.

- (2) Quorum. In the events specified in subparagraph (1)(b) above, any notice declaring Notes due shall, unless at the time such notice is received any of the events specified in subparagraph (1)(a) and (1)(c) through (1)(e) entitling Holders to declare their Notes due has occurred, become effective only when the Fiscal Agent has received such notices from the Holders of at least one-tenth in principal amount of Notes then outstanding.
- (3) Notice. Any notice, including any notice declaring Notes due, in accordance with subparagraph (1) above shall be made by means of a written declaration in the German or English language delivered by hand or registered mail to the specified office of the Fiscal Agent together with proof that such Holder at the time of such notice is a holder of the relevant Notes by means of a certificate of his Custodian (as defined in § 14(3)) or in other appropriate manner.

[§ 10 SUBSTITUTION

In the case of Notes issued by VWAG, VIF, VCCI, VIL and Porsche Holding insert:

- (1) Substitution. The Issuer shall be entitled at any time, without the consent of the Holders, if no payment of principal of or interest on any of the Notes is in default, to substitute for the Issuer [in the case of Notes issued by VIF or VCCI insert: either the Guarantor or] any Subsidiary (as defined below) [in the case of Notes issued by VWAG insert: of it] [in the case of Notes issued by VIF, VCCI, VIL or Porsche Holding insert: of the Guarantor] as principal debtor in respect to all obligations arising from or in connection with the Notes (the "Substitute Debtor"), provided that:
- (a) the Substitute Debtor is in a position to fulfil all payment obligations arising from or in connection with the Notes without the necessity of any taxes or duties being withheld at source and to transfer all amounts which are required therefor to the Fiscal Agent without any restrictions;
- (b) the Substitute Debtor assumes all obligations of the Issuer arising from or in connection with the Notes;
- (c) the Substitute Debtor undertakes to reimburse any Holder for such taxes, fees or duties which may be imposed upon it as a consequence of assumption of the obligations of the Issuer by the Substitute Debtor;
- (d) it is guaranteed that the obligations of the [in the case of Notes issued by VWAG insert: Issuer] [in the case of Notes issued by VIF, VCCI, VIL or Porsche Holding insert: Guarantor] from the Guarantee of the Debt Issuance Programme of the Issuers apply also to the Notes of the Substitute Debtor;
- (e) there shall have been delivered to the Fiscal Agent one opinion for each jurisdiction affected of lawyers of recognised standing to the effect that subparagraphs (a), (b), (c) and (d) above have been satisfied; and
- (f) VW Credit, Inc. is not the Substitute Debtor.

For purposes of these Conditions "Subsidiary" shall mean any corporation or partnership in which Volkswagen Aktiengesellschaft directly or indirectly in the aggregate holds more than 90% of the

capital of any class or of the voting rights.

- (2) Notice. Notice of any such substitution shall be published in accordance with § [12][13].
- (3) Change of References. In the event of any such substitution, any reference in these Conditions to the Issuer shall from then on be deemed to refer to the Substitute Debtor and any reference to the country in which the Issuer is domiciled or resident for taxation purposes shall from then on be deemed to refer to the country of domicile or residence for taxation purposes of the Substitute Debtor. Furthermore, in the event of such substitution the following shall apply:

In the case of Notes issued by VWAG insert:

- [(a) in § 7 and § 5(2) an alternative reference to Germany shall be deemed to have been included in addition to the reference according to the preceding sentence to the country of domicile or residence for taxation purposes of the Substitute Debtor;
- (b) in § 9(1)(c) to (f) an alternative reference to the Issuer in its capacity as guarantor shall be deemed to have been included in addition to the reference to the Substitute Debtor.]

In the case of Notes issued by VIF insert:

[In § 7 and § 5(2) an alternative reference to The Netherlands shall be deemed to have been included in addition to the reference according to the preceding sentence to the country of domicile or residence for taxation purposes of the Substitute Debtor.]

In the case of Notes issued by VCCI insert:

[In § 7 and § 5(2) an alternative reference to Canada shall be deemed to have been included in addition to the reference according to the preceding sentence to the country of domicile or residence for taxation purposes of the Substitute Debtor.]]

In the case of Notes issued by VIL insert:

[In § 7 and § 5(2) an alternative reference to Luxembourg shall be deemed to have been included in addition to the reference according to the preceding sentence to the country of domicile or residence for taxation purposes of the Substitute Debtor.]]

In the case of Notes issued by Porsche Holding insert:

[In § 7 and § 5(2) an alternative reference to Austria shall be deemed to have been included in addition to the reference according to the preceding sentence to the country of domicile or residence for taxation purposes of the Substitute Debtor.]

§ [10] [11]

AMENDMENT OF THE TERMS AND CONDITIONS, HOLDERS'REPRESENTATIVE[, AMENDMENT OF THE GUARANTEE]

(1) Amendment of the Terms and Conditions. In accordance with the German Act on Issues of Debt Securities of 2009 (Schuldverschreibungsgesetz aus Gesamtemissionen – "SchVG") the Holders may agree with the Issuer on amendments of the Terms and Conditions with regard to matters permitted by the SchVG by resolution with the majority specified in subparagraph (2). Majority resolutions shall be binding on all Holders' Resolutions which do not provide for identical conditions for all Holders are void, unless Holders who are disadvantaged have expressly consented to their being treated disadvantageously.

- (2) Majority Resolutions. Majority resolutions shall be passed by a majority of not less than [75]% of the votes cast. Resolutions relating to amendments of the Terms and Conditions which are not material and which do not relate to the matters listed in § 5(3), Nos. 1 to 8 of the SchVG require a simple majority of the votes cast.
- (3) Vote without a meeting. All votes will be taken exclusively by vote taken without a meeting. A meeting of Holders and the assumption of the fees by the Issuer for such a meeting will only take place in the circumstances of § 18 paragraph 4, sentence 2 of the SchVG.
- (4) Chair of the vote. The vote will be chaired by a notary appointed by the Issuer or, if the Holders' Representative (as defined below) has convened the vote, by the Holders' Representative.
- (5) *Voting rights*. Each Holder participating in any vote shall cast votes in accordance with the nominal amount or the notional share of its entitlement to the outstanding Notes.
- If no Holders' Representative is designated in the Conditions, insert:
- (6) Holders' Representative. The Holders may by majority resolution appoint a common representative (the "Holders' Representative") to exercise the Holders' rights on behalf of each Holder.
- If the Holders' Representative is appointed in the Conditions, insert:
- (6) Holders' Representative. The common representative (the "Holders' Representative") shall be [●]. The liability of the Holders' Representative shall be limited to ten times the amount of its annual remuneration, unless the Holders' Representative has acted wilfully or with gross negligence.

The Holders' Representative shall have the duties and powers provided by law or granted by majority resolution of the Holders. The Holders' Representative shall comply with the instructions of the Holders. To the extent that the Holders' Representative has been authorised to assert certain rights of the Holders, the Holders shall not be entitled to assert such rights themselves, unless explicitly provided for in the relevant majority resolution. The Holders' Representative shall provide reports to the Holders on its activities. The regulations of the SchVG apply with regard to the recall and the other rights and obligations of the Holders' Representative.

In the case of Notes issued by VIF, VCI, VCI, VIL or Porsche Holding insert:

(7) Amendment of the Guarantee. The provisions set out above applicable to the Notes shall apply *mutatis mutandis* to the Guarantee of Volkswagen Aktiengesellschaft.

§ [11] [12] FURTHER ISSUES, PURCHASES AND CANCELLATION

- (1) Further Issues. The Issuer may from time to time, without the consent of the Holders, issue further Notes having the same terms and conditions as the Notes in all respects (or in all respects except for the settlement date, interest commencement date and/or issue price) so as to form a single Series with the Notes.
- (2) *Purchases.* The Issuer may at any time purchase Notes in the open market or otherwise and at any price. Notes purchased by the Issuer may, at the option of the Issuer, be held, resold or surrendered to the Fiscal Agent for cancellation. If purchases are made by tender, tenders for such Notes must be made available to all Holders of such Notes alike.

(3) Cancellation. All Notes redeemed in full shall be cancelled forthwith and may not be reissued or resold.

§ [12][13] NOTICES

In the case of Notes issued by VWAG insert:

In the case of Notes issued by VIF, VCI, VCCI, VIL or Porsche Holding insert:

[[(1)] All notices concerning the Notes shall be published in the Federal Gazette (*Bundesanzeiger*). Any notice so given will be deemed to be validly given on the third calendar day following the date of such publication (or, if published more than once, on the third calendar day following the date of the first such publication).] [In the case of Notes which are listed on the official list of the Luxembourg Stock Exchange insert: As long as the Notes are listed on the official list of the Luxembourg Stock Exchange and the rules and regulations of the Luxembourg Stock Exchange so require, all notices concerning the Notes will be made by means of electronic publication on the internet website of the Luxembourg Stock Exchange (www.bourse.lu). Any notice so given will be deemed to have been validly given on the third day following the date of such publication.]]

[In the case of Notes which are listed on a Stock Exchange insert: (1) Publication. As long as the Notes are listed on the [official list of the] Luxembourg Stock Exchange and the rules and regulations of the Luxembourg Stock Exchange so require, all notices concerning the Notes will be made by means of electronic publication on the internet website of the Luxembourg Stock Exchange (www.bourse.lu). Any notice so given will be deemed to have been validly given on the third day following the date of such publication.] [In the case of Notes issued by VIF which are listed on a Stock Exchange insert: (1) Publication. All notices concerning the Notes shall be published in one leading daily newspaper having general circulation in Grand Duchy of Luxembourg. This newspaper is expected to be the Luxemburger Wort. Any notice so given will be deemed to have been validly given on the third calendar day following the date of such publication (or, if published more than once, on the third day following the date of the first such publication).]

[(2)] Notification to Clearing System.

[In the case of Notes which are unlisted insert: The Issuer shall deliver all notices concerning the Notes to the Clearing System for communication by the Clearing System to the Holders. Any such notice shall be deemed to have been given to the Holders on the seventh day after the day on which the said notice was given to the Clearing System.]

[In the case of Notes which are listed on the official list of the Luxembourg Stock Exchange insert: So long as any Notes are listed on the official list of the Luxembourg Stock Exchange, subparagraph (1) above shall apply. In the case of notices regarding the Rate of Interest or, if the Rules of the Luxembourg Stock Exchange so permit, the Issuer may deliver the relevant notice to the Clearing System for communication by the Clearing System to the Holders, in lieu of publication in the newspapers set forth in subparagraph (1) above; any such notice shall be deemed to have been given to the Holders on the seventh day after the day on which the said notice was given to the Clearing System.]

§ [13] [14] APPLICABLE LAW, PLACE OF JURISDICTION AND ENFORCEMENT

- (1) Applicable Law. The Notes, [as to form and content, and] [including] all rights and obligations of the Holders and the Issuer, shall be governed by German law [In case of Notes issued by VIL insert; Articles 86 to 94-8 of the Luxembourg law of 10 August 1915 on commercial companies, as amended, are expressly excluded].
- (2) Submission to Jurisdiction. The non-exclusive place of jurisdiction for all proceedings arising out of or in connection with the Notes ("Proceedings") shall be Frankfurt am Main. The Holders, however, may also pursue their claims before any other court of competent jurisdiction. The German courts shall have exclusive jurisdiction over the annulment of lost or destroyed Notes. The Issuer hereby submits to the jurisdiction of the courts referred to in this subparagraph.

In the case of Notes issued by VIF, VCI, VCCI, VIL or Porsche Holding insert:

section 9 para. 3 of the SchVG, have jurisdiction for all judgments in accordance with sections 9 para. 2, 13 para. 3 and 18 para. 2 of the SchVG. And the regional court (*Landgericht*) in Frankfurt am Main shall have exclusive jurisdiction for all judgments over contested resolutions by Noteholders in accordance with section 20 para. 3 of the SchVG.

The local court (Amtsgericht) in Frankfurt am Main shall, pursuant

In the case of Notes issued by VWAG insert:

The local court (*Amtsgericht*) in Wolfsburg shall, pursuant section 9 para. 3 of the SchVG, have jurisdiction for all judgments in accordance with sections 9 para. 2, 13 para. 3 and 18 para. 2 of the SchVG and the district court (*Landgericht*) in Braunschweig shall have exclusive jurisdiction for all judgments over contested resolutions by Noteholders in accordance with section 20 para. 3 of the SchVG.

In the case of Notes issued by VIF, VCI, VCCI, VIL or Porsche Holding insert:

[(3) Appointment of Authorised Agent. For any Proceedings before German courts, the Issuer appoints Volkswagen Aktiengesellschaft, Berliner Ring 2, 38440 Wolfsburg, Germany as its authorised agent for service of process in Germany.]

[(3)][(4)] Enforcement. Any Holder of Notes may in any proceedings against the Issuer, or to which such Holder and the Issuer are parties, protect and enforce in his own name his rights arising under such Notes on the basis of (i) a statement issued by the Custodian with whom such Holder maintains a securities account in respect of the Notes (a) stating the full name and address of the Holder, (b) specifying the aggregate principal amount of Notes credited to such securities account on the date of such statement and (c) confirming that the Custodian has given written notice to the Clearing System containing the information pursuant to (a) and (b) and (ii) a copy of the Note in global form certified as being a true copy by a duly authorised officer of the Clearing System or a depository of the Clearing System, without the need for production in such proceedings of the actual records or the global note representing the Notes. For purposes of the foregoing, "Custodian" means any bank or other financial institution of recognised standing authorised to engage in securities custody business with which the Holder maintains a securities account in respect of the Notes and includes the Clearing System. Each Holder may, without prejudice to the foregoing, protect and enforce his rights under these Notes also in any other way which is admitted in the country of the Proceedings.

§ [14] [15] LANGUAGE

If the Conditions shall be in the German language with an English language translation insert:

If the Conditions shall be in the English language with a German language translation insert:

If the Conditions shall be in the English language only insert:

In the case of Notes publicly that are offered, in whole or in part, in Germany or distributed, in whole or part, to nonprofessional investors in Germany with **English** language **Conditions insert:**

[These Conditions are written in the German language and provided with an English language translation. The German text shall be controlling and binding. The English language translation is provided for convenience only.]

[These Conditions are written in the English language and provided with a German language translation. The English text shall be controlling and binding. The German language translation is provided for convenience only.]

[These Conditions are written in the English language only.]

[Eine deutsche Übersetzung der Emissionsbedingungen wird bei der Volkswagen Aktiengesellschaft, Berliner Ring 2, 38440 Wolfsburg, Deutschland zur kostenlosen Ausgabe bereitgehalten.]

OPTION III – Terms and Conditions for Zero Coupon Notes

This Series of Notes is issued pursuant to an Amended and Restated Agency Agreement dated on or about 2 May 2014 (the "Agency Agreement") between Volkswagen Aktiengesellschaft ("VWAG"), Volkswagen International Finance N.V. ("VIF"), VW Credit, Inc. ("VCI"), VW Credit Canada, Inc. / Crédit VW Canada, Inc. ("VCCI"), Volkswagen International Luxemburg S.A. ("VIL ") and Porsche Holding Gesellschaft m.b.H. ("Porsche Holding") (each an "Issuer" and together the "Issuers") and Citibank, N.A. as fiscal agent (the "Fiscal Agent", which expression shall include any successor fiscal agent thereunder) and the other parties named therein. Copies of the Agency Agreement may be obtained free of charge at the specified office of the Fiscal Agent upon reasonable notice, at the specified office of any Paying Agent and at the principal office of each Issuer. [In the case of Notes issued by VIF, VCI, VCCI, VIL or Porsche Holding insert: The Notes have the benefit of an unconditional and irrevocable guarantee by Volkswagen Aktiengesellschaft (the "Guarantor").]

CONDITIONS OF ISSUE ENGLISH LANGUAGE VERSION

§1 CURRENCY, DENOMINATION, FORM, CERTAIN DEFINITIONS

(1) Currency; Denomination. This Series of Notes (the "Notes") of [insert Issuer] (the "Issuer") is being issued in [insert Specified Currency] (the "Specified Currency") in the aggregate principal amount [In the case the Global Note is a NGN insert: (subject to § 1(6))] of [insert aggregate principal amount] (in words: [insert aggregate principal amount in words]) in [the] denomination[s] of [insert Specified Denomination(s)] (the "Specified Denomination[s]").

In case of Notes not denominated in CAD and settled in CDS insert:

In case of Notes denominated in CAD and settled in CDS insert:

[(2) Form. The Notes are in bearer form and represented by one or more global notes (each a "Global Note").]

[(2) Form, Title and Transfer. The Notes will be issued in the form of a bearer global note deposited with CDS & CO., as nominee of CDS Clearing and Depository Services Inc. ("CDS") and held by CDS (the "Permanent Global Note"). Beneficial interests in the Permanent Global Note will be represented through book-entry accounts of financial institutions acting on behalf of beneficial owners as direct and indirect participants in CDS. Investors may elect to hold interests in the Permanent Global Note directly through any of CDS (in Canada), or Clearstream, Luxembourg or Euroclear (in Europe) if they are participants of such systems, or indirectly through organisations which are participants in such systems. Clearstream, Luxembourg and Euroclear will hold interests on behalf of their participants through customers' securities accounts in their respective names on the books of their respective Canadian subcustodians, each of which is a Canadian Schedule I chartered bank ("Canadian Subcustodians"), which in turn will hold such interests in customers' securities accounts in the names of the Canadian Subcustodians on the books of CDS.

Notwithstanding the Terms and Conditions, for so long as any of the Notes are represented by the Permanent Global Note, the Issuer, the Fiscal Agent and any other Paying Agent shall treat CDS & CO., or any other nominee appointed by CDS, as the sole owner or holder of

such Notes for all purposes. Principal and interest payments on the Permanent Global Note will be made on behalf of the Issuer by the Fiscal Agent (through a Canadian dollar wire transfer via its Toronto cash correspondent (Citibank, Toronto)) to CDS & CO., or any other nominee appointed by CDS, and CDS will distribute the payment received to the applicable clearing system.

Definitive Notes

No beneficial owner of the Notes will be entitled to receive physical delivery of Notes in definitive form except in the limited circumstances set out in the Permanent Global Note, including the circumstances described below.

If the Notes represented by the Permanent Global Note are held by or on behalf of CDS and (i) CDS has notified the Issuer that it is unwilling or unable to continue to act as a depository for the Notes and a successor depository is not appointed by the Issuer within 90 working days after receiving such notice; or (ii) CDS ceases to be a recognised clearing agency under the Securities Act (Ontario) or a self-regulatory organisation under the Securities Act (Québec) or other applicable Canadian securities legislation and no successor clearing system satisfactory to the Issuer is available within 90 working days after the Issuer becoming aware that CDS is no longer so recognised, the Issuer will issue, or cause to be issued, definitive Notes in exchange for the Permanent Global Note.

Direct Rights

Direct rights can only be exercised in accordance with the Terms and Conditions and the procedures of CDS.

[(3) Permanent Global Note. The Notes are represented by a permanent global note (the "Permanent Global Note") without coupons that will be treated as Notes in registered form for U.S. federal income tax purposes. The Permanent Global Note shall be signed manually by two authorised signatories of the Issuer and shall be authenticated by or on behalf of the Fiscal Agent. Definitive Notes and interest coupons will not be issued. Partial ownership in the Permanent Global Note will be shown on, and transfer of ownership will be effected only through, bookings reflected in the records maintained by the applicable Clearing System. Except in limited circumstances, the Clearing System will not be able to transfer a Permanent Global Note, other than to transfer such Permanent Global Note to a successor depository, and ownership interests in each Permanent Global Note may not be exchanged for a Definitive Note. The relevant Clearing System must be CBF unless another Clearing System entered into a book-entry agreement or otherwise addressed the "immobilization" of the Notes under U.S. tax law.

Payment of interest on these Notes (including, generally, original issue discount) issued by VCI will be made only after delivery of the withholding agent of the non-U.S. beneficial ownership statement described in U.S. Treas. Reg. § 1.871-14(c)(2) (generally an appropriate IRS Form W-8).]

[(3) Permanent Global Note.

The Notes are represented by a permanent global note (the "Permanent Global Note") without coupons. The Permanent Global Note shall be signed manually by two authorised signatories of the Issuer and shall be authenticated by or on behalf of the Fiscal Agent.

In the case of Notes which are issued by VCI:

In the case of Notes which are not issued by VCI and represented by a Permanent Global Note insert:

In the case of Notes which are initially represented by a Temporary Global Note insert:

- [(3) Temporary Global Note Exchange.
- (a) The Notes are initially represented by a temporary global note (the "Temporary Global Note") without coupons. The Temporary Global Note will be exchangeable for Notes in Specified Denominations represented by a permanent global note (the "Permanent Global Note") without coupons. The Temporary Global Note and the Permanent Global Note shall each be signed manually by two authorised signatories of the Issuer and shall each be authenticated by or on behalf of the Fiscal Agent. Definitive Notes and interest coupons will not be issued.
- The Temporary Global Note shall be exchanged for the (b) Permanent Global Note on a date (the "Exchange Date") not later than 180 days after the date of issue of the Notes represented by the Temporary Global Note. The Exchange Date will not be earlier than 40 days after the date of issue. Such exchange shall only be made upon delivery of certifications to the effect that the beneficial owner or owners of the Notes represented by the Temporary Global Note is not a U.S. person (other than certain financial institutions or certain persons holding Notes through such financial institutions). Payment of interest on Notes represented by a Temporary Global Note will be made only after delivery of such certifications. A separate certification shall be required in respect of each such payment of interest. Any such certification received on or after the 40th day after the date of issue of the Notes represented by the Temporary Global Note will be treated as a request to exchange such Temporary Global Note pursuant to this § 1(3)(b). Any securities delivered in exchange for the Temporary Global Note shall be delivered only outside of the United States (as defined in § 6(2)).]
- (4) Clearing System. The Global Note representing the Notes will be kept in custody by or on behalf of the Clearing System. "Clearing System" means [if more than one Clearing System insert: each of] the following: [Clearstream Banking AG, 60485 Frankfurt am Main, Germany ("CBF")] [Clearstream Banking, société anonyme, 42 Avenue JF Kennedy, L-1855 Luxembourg, Luxembourg ("CBL")] [Euroclear Bank SA/NV, Boulevard du Roi Albert II, 1210 Brussels, Belgium ("Euroclear")] [(CBL and Euroclear each an "ICSD" and together the "ICSDs")] [,] [and] [specify other Clearing System] and any successor in such capacity.

In the case of Notes kept in custody on behalf of the ICSDs insert:

[In the case the Global Note is a NGN insert: The Notes are issued in new global note ("NGN") form and are kept in custody by a common safekeeper on behalf of both ICSDs.]

[In the case the Global Note is a CGN insert: The Notes are issued in classical global note ("CGN") form and are kept in custody by a common depositary on behalf of both ICSDs.]

- (5) Holder of Notes. "**Holder**" means any holder of a proportionate coownership or other beneficial interest or right in the Notes.
- In the case the Global Note is a NGN insert:
- [(6) Records of the ICSDs. The principal amount of Notes represented by the Global Note shall be the aggregate amount from time to time entered in the records of both ICSDs. The records of the ICSDs (which expression means the records that each ICSD holds for its customers which reflect the amount of such customer's interest in the Notes) shall be conclusive evidence of the principal amount of Notes represented by the Global Note and, for these purposes, a statement issued by a ICSD stating the principal amount of Notes so represented at any time

shall be conclusive evidence of the records of the relevant ICSD at that time.

On any redemption or payment of an instalment or interest being made in respect of, or purchase and cancellation of, any of the Notes represented by the Global Note the Issuer shall procure that details of any redemption, payment or purchase and cancellation (as the case may be) in respect of the Global Note shall be entered pro rata in the records of the ICSDs and, upon any such entry being made, the principal amount of the Notes recorded in the records of the ICSDs and represented by the Global Note shall be reduced by the aggregate principal amount of the Notes so redeemed or purchased and cancelled or by the aggregate amount of such instalment so paid.]

In the case the Temporary Global Note is a NGN insert:

[On an exchange of a portion only of the Notes represented by a Temporary Global Note, the Issuer shall procure that details of such exchange shall be entered pro rata in the records of the ICSDs.]

In case of Notes issued by VCI insert:

[(6) Book-Entry Register. The Issuer and CBF have agreed that CBF will act as the Issuer's book-entry registrar in respect of the Notes. In such capacity and without prejudice to the issuance of the Notes in bearer form and their status as notes in bearer form under German law, CBF has agreed, as agent of the Issuer, to maintain records of the Notes credited to the accounts of the accountholders of CBF.]

§ 2 STATUS, NEGATIVE PLEDGE [in the case of Notes issued by VIF, VCI, VCCI, VIL or Porsche Holding insert: AND GUARANTEE]

- (1) Status. The obligations under the Notes constitute direct, unconditional, unsecured and unsubordinated obligations of the Issuer ranking pari passu among themselves and pari passu with all other unsecured obligations of the Issuer, unless such obligations are accorded priority under mandatory provisions of statutory law.
- (2) Negative Pledge. So long as any Note remains outstanding, but only up to the time all amounts of principal and interest have been placed at the disposal of the Fiscal Agent, the Issuer undertakes not to provide for other notes or bonds, including any guarantee or indemnity in respect thereof, any security upon its assets without at the same time having the Holders share equally and rateably in such security. For the avoidance of doubt, this undertaking shall not apply to security provided in connection with asset backed securities issued by a special purpose vehicle where the Issuer is the originator of the underlying assets.

In the case of Notes issued by VIF, VCI, VCCI, VIL or Porsche Holding insert:

[(3) Guarantee. Volkswagen Aktiengesellschaft (the "Guarantor") has given its unconditional and irrevocable guarantee (the "Guarantee") for the due payment of principal of, and interest on, the Notes. In this Guarantee, the Guarantor has further undertaken "Undertaking"), so long as any of the Notes remains outstanding, but only up to the time all amounts of principal and interest have been placed at the disposal of the Fiscal Agent, not to provide for any Bond Issue, including any guarantee or indemnity in respect thereof, any security upon its assets without at the same time having the Holders share equally and rateably in such security. For the avoidance of doubt, this undertaking shall not apply to security provided in connection with asset backed securities issued by a special purpose

vehicle where the Guarantor is the originator of the underlying assets.

For the purpose of these Conditions "**Bond Issue**" means an issue of debt securities which is, or is intended to be, or is being capable of being, quoted, listed or dealt in on any stock exchange, over-the-counter or other securities market.

The Guarantee constitutes a contract for the benefit of the Holders from time to time as third party beneficiaries in accordance with § 328(1) of the German Civil Code⁽¹⁾, giving rise to the right of each Holder to require performance of the Guarantee and the Negative Pledge directly from the Guarantor and to enforce the Guarantee and the Negative Pledge directly against the Guarantor. Copies of the Guarantee and the Negative Pledge may be obtained free of charge at the principal office of the Guarantor and at the specified office of the Fiscal Agent set forth in § 6.]

§ 3 INTEREST

- (1) No Periodic Payments of Interest. There will not be any periodic payments of interest on the Notes during their term.
- (2) Accrual of Interest. If the Issuer shall fail to redeem the Notes when due, interest shall accrue on the principal amount of the Notes as from the day preceding the due date to the day preceding the date of actual redemption at the default rate of interest established by law.⁽¹⁾
- (3) Day Count Fraction. "Day Count Fraction" means with regard to the calculation of the amount of interest for any period of time (the "Calculation Period"):
- [If Actual/Actual (ICMA) with two or more constant interest periods within an interest year insert: the number of days in the Calculation Period divided by (x) in the case of Notes where interest is scheduled to be paid only by means of regular annual payments, the number of days in the Interest Period or (y) in the case of Notes where interest is scheduled to be paid other than only by means of regular annual payments, the product of the number of days in the Interest Period and the number of Interest Payment Dates that would occur in one calendar year assuming interest was to be payable in respect of the whole of that year.] [in the case of first/last short or long Interest Periods insert appropriate Actual/Actual method]
- [If Actual/Actual (ICMA Rule 251) with annual interest payments insert: the actual number of days in the Calculation Period divided by the actual number of days in the respective interest year.]
- **[If Actual/Actual ISDA insert:** the actual number of days in the Calculation Period divided by 365 (or, if any portion of the Calculation Period falls in a leap year, the sum of (i) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (ii) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365).]

[If Actual/360 insert: the actual number of days in the Calculation

⁽¹⁾ An English language translation of § 328(1) German Civil Code would read as follows: "A contract may stipulate performance for the benefit of a third party, to the effect that the third party acquires the right directly to demand performance."

⁽¹⁾ The default rate of interest established by law is five percentage points above the basic rate of interest published by Deutsche Bundesbank from time to time, §§ 288(1), 247 German Civil Code.

Period divided by 360.]

[If Actual/365 (Fixed) insert: the actual number of days in the Calculation Period divided by 365.]

[If 30/360, insert: the number of days in the Calculation Period divided by 360, the number of days to be calculated on the basis of a year of 360 days with 12 30-day months (unless (A) the last day of the Calculation Period is the 31st day of a month but the first day of the Calculation Period is a day other than the 30th or 31st day of a month, in which case the month that includes that last day shall not be considered to be shortened to a 30-day month, or (B) the last day of the Calculation Period is the last day of the month of February in which case the month of February shall not be considered to be lengthened to a 30-day month).]

[if 30E/360 or Eurobond Basis: the number of days in the Calculation Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with 12 30-day months, without regard to the date of the first day or last day of the Calculation Period).]

§ 4 PAYMENTS

- (1) [(a)] Payment of Principal. Payment of principal in respect of Notes shall be made, subject to § 4(2), to the Clearing System or to its order for credit to the accounts of the relevant account holders of the Clearing System upon presentation and surrender of the Global Note at the specified office of any Paying Agent outside the United States.
- (2) Manner of Payment. Subject to applicable fiscal and other laws and regulations, payments of amounts due in respect of the Notes shall be made in [insert Specified Currency] [in the case of Dual Currency Notes insert relevant currencies/exchange rate formulas].

[In the case of Notes not denominated in Euro:

If the Issuer determines that the amount payable on the respective Payment Business Day is not available to it in such freely negotiable and convertible funds for reasons beyond its control or that the Specified Currency or any successor currency to it provided for by law (the "Successor Currency") is no longer used for the settlement of international financial transactions, the Issuer may fulfil its payment obligations by making such payment in Euro on, or as soon as reasonably practicable after, the respective Payment Business Day on the basis of the Applicable Exchange Rate. Holders shall not be entitled to [further] interest or any other payment as a result thereof. The "Applicable Exchange Rate" shall be, (i) if available, the Euro foreign exchange reference rate for the Specified Currency or the Successor Currency determined and published by the European Central Bank for the most recent practicable date falling within a reasonable period (as determined by the Issuer in its equitable discretion) prior to the day on which the payment is made or, (ii) if such rate is not available, the foreign exchange rate of the Specified Currency or the Successor Currency against the Euro as determined by the Issuer in its equitable discretion.]

- (3) *Discharge.* The Issuer shall be discharged by payment to, or to the order of, the Clearing System.
- (4) Payment Business Day. If the date for payment of any amount in respect of any Note is not a Payment Business Day then the Holder

shall not be entitled to payment until the next such day in the relevant place and shall not be entitled to further interest or other payment in respect of such delay.

For these purposes, "Payment Business Day" means any day which is [in the case of Notes not denominated in Euro insert: a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments in [insert all relevant financial centres]] [and] [in the case of Notes denominated in Euro insert: a day (other than a Saturday or a Sunday) on which the Clearing System as well as all relevant parts of the Trans-European Automated Real-time Gross Settlement Express Transfer System (TARGET2) ("TARGET") are operational to forward the relevant payment].

- (5) References to Principal and Interest. References in these Conditions to principal in respect of the Notes shall be deemed to include, as applicable: the Final Redemption Amount of the Notes; the Early Redemption Amount of the Notes; [if redeemable at the option of the Issuer for other than tax reasons insert: the Call Redemption Amount of the Notes;] [if redeemable at the option of the Holder insert: the Put Redemption Amount of the Notes;] and any premium and any other amounts which may be payable under or in respect of the Notes. References in these Conditions to interest in respect of the Notes shall be deemed to include, as applicable, any Additional Amounts which may be payable under § 7.
- (6) Deposit of Principal and Interest. The Issuer may deposit with the Amtsgericht in Frankfurt am Main principal or interest not claimed by Holders within twelve months after the Maturity Date, even though such Holders may not be in default of acceptance of payment. If and to the extent that the deposit is effected and the right of withdrawal is waived, the respective claims of such Holders against the Issuer shall cease.

§ 5 REDEMPTION

- (1) Final Redemption. Unless previously redeemed in whole or in part or purchased and cancelled, the Notes shall be redeemed at their Final Redemption Amount on [insert Maturity Date] (the "Maturity Date"). The Final Redemption Amount in respect of each Note shall be its principal amount.
- (2) Early Redemption for Reasons of Taxation. If as a result of any change in, or amendment to, the laws or regulations of Germany [in the case of Notes issued by VIF insert: or The Netherlands] [in the case of Notes issued by VCI insert: or the United States of America] [in the case of Notes issued by VCCI insert: or Canada] [in the case of Notes issued by VIL insert: or Luxembourg] [in the case of Notes issued by Porsche Holding insert: or Austria] or any political subdivision or taxing authority thereto or therein affecting taxation or the obligation to pay duties of any kind, or any change in, or amendment to, an official interpretation or application of such laws or regulations, which amendment or change is effective on or after the date on which the last tranche of this series of Notes was issued, the Issuer [in the case of Notes issued by VIF, VCI, VCCI, VIL or **Porsche Holding insert:** or the Guarantor] is required to pay Additional Amounts (as defined in § 7) at maturity or upon the sale or exchange of any Note, and this obligation cannot be avoided by the use of reasonable measures available to the Issuer [in the case of Notes issued by VIF, VCI, VCCI, VIL or Porsche Holding insert: or the Guarantor, as the case may be,], the Notes may be redeemed, in whole but not in part, at the option of the Issuer, upon not more than

60 days' nor less than 30 days' prior notice of redemption given to the Fiscal Agent and, in accordance with § [12][13] to the Holders, at their Early Redemption Amount (as defined below), together with interest accrued to the date fixed for redemption.

However, no such notice of redemption may be given (i) earlier than 90 days prior to the earliest date on which the Issuer [in the case of Notes issued by VIF, VCI, VCCI, VIL or Porsche Holding insert: or the Guarantor] would be obligated to pay such Additional Amounts were a payment in respect of the Notes then due, or (ii) if at the time such notice is given, such obligation to pay such Additional Amounts does not remain in effect.

Any such notice shall be given in accordance with § [12][13]. It shall be irrevocable, must specify the date fixed for redemption and must set forth a statement in summary form of the facts constituting the basis for the right of the Issuer so to redeem.

If the Notes are subject to Early Redemption at the Option of the Issuer insert:

- [(3) Early Redemption at the Option of the Issuer.
- (a) The Issuer may, upon notice given in accordance with clause (b), redeem all or some only of the Notes on the Call Redemption Date(s) at the Call Redemption Amount(s) set forth below together with accrued interest, if any, to (but excluding) the Call Redemption Date. [if Minimum Redemption Amount or Higher Redemption Amount applies insert: Any such redemption must be of a principal amount equal to [at least [insert Minimum Redemption Amount]] [insert Higher Redemption Amount].

Call Redemption Date(s) Amount(s)	Call Redemptio
[insert Call Redemption Dates(s)]	[insert Call Redemption Amount(s)]
[]	[]
[]	[]

[If Notes are subject to Early Redemption at the Option of the Holder insert: The Issuer may not exercise such option in respect of any Note which is the subject of the prior exercise by the Holder thereof of its option to require the redemption of such Note under this § 5(4).]

- (b) Notice of redemption shall be given by the Issuer to the Holders of the Notes in accordance with § [12][13]. Such notice shall specify:
 - (i) the Series of Notes subject to redemption;
 - (ii) whether such Series is to be redeemed in whole or in part only and, if in part only, the aggregate principal amount of the Notes which are to be redeemed;
 - (iii) the Call Redemption Date, which shall be not less than [insert Minimum Notice to Holders] nor more than [insert Maximum Notice to Holders] days after the date on which notice is given by the Issuer to the Holders; and

- (iv) the Call Redemption Amount at which such Notes are to be redeemed.
- (c) In the case of a partial redemption of Notes, Notes to be redeemed shall be selected in accordance with the rules of the relevant Clearing System. [In the case of Notes in NGN form insert: Such partial redemption shall be reflected in the records of CBL and Euroclear as either a pool factor or a reduction in nominal amount, at the discretion of CBL and Euroclear.]]

[[(3)] [(4)] [([•])] Early Redemption at the Option of a Holder.

(a) The Issuer shall, at the option of the Holder of any Note, redeem such Note on the Put Redemption Date(s) at the Put Redemption Amount(s) set forth below together with accrued interest, if any, to (but excluding) the Put Redemption Date.

Put Redemption Date(s)	Put Re	demption Amount(s)
[insert Put Redemption Date	es(s)]	[insert Put Redemption Amount(s)]
[]		[
[]		[

[if Notes are subject to Early Redemption at the option of the Issuer insert: The Holder may not exercise such option in respect of any Note which is the subject of the prior exercise by the Issuer of any of its options to redeem such Note under this § 5.]

In order to exercise such option, the Holder must, not less than [insert Minimum Notice to Issuer] nor more than [insert Maximum Notice to Issuer] days before the Put Redemption Date on which such redemption is required to be made as specified in the Put Notice (as defined below), submit during normal business hours at the specified office of the Fiscal Agent a duly completed early redemption notice ("Put Notice") in the form available from the specified office of the Fiscal Agent. The Put Notice must specify (i) the principal amount of the Notes in respect of which such option is exercised, and (ii) the securities identification number of such Notes, if any. No option so exercised may be revoked or withdrawn. The Issuer shall only be required to redeem Notes in respect of which such option is exercised against delivery of such Notes to the Issuer or to its order.]

[[(5)][([•])]Early Redemption Amount.

For purposes of § 9 and § 5(2), the Early Redemption Amount of a Note shall be calculated as follows:

- (a) The Early Redemption Amount of a Note shall be an amount equal to the sum of:
 - (i) [insert Reference Price] (the "Reference Price"), and
 - (ii) the product of [insert Amortisation Yield in per cent.] (the "Amortisation Yield") and the Reference Price from (and including) [insert Issue Date] to (but excluding) the date fixed for redemption or (as the case may be) the date upon which the Notes become due and payable, whereby the Amortisation Yield shall

If the Notes are subject to Early Redemption at the Option of the Holder insert:

be compounded annually.

Where such calculation is to be made for a period which is not a whole number of years, the calculation in respect of the period of less than a full year (the "Calculation Period") shall be made on the basis of the Day Count Fraction (as defined in § 3).

(b) If the Issuer fails to pay the Early Redemption Amount when due, such amount shall be calculated as provided herein, except that references in subparagraph (a)(ii) above to the date fixed for redemption or the date on which such Note becomes due and repayable shall refer to the date on which payment is made.]

§ 6 THE FISCAL AGENT[,] [AND] [THE PAYING AGENT[S]] [AND THE CALCULATION AGENT]

(1) Appointment; Specified Office. The initial Fiscal Agent[,] [and] [the initial Paying Agent[s]] [and the initial Calculation Agent] and [its] [their] initial specified office[s] shall be:

Fiscal Agent and Paying Agent:

Agent[s]:]

Citigroup Centre Canary Wharf London E14 5LB United Kingdom

Citibank, N.A.

[Paying and Listing [BNP Paribas Securities Services,

Luxembourg Branch 33, rue de Gasperich 5826 Hesperange

Luxembourg]

[German Paying Agent: Citigroup Global Markets Deutschland

AG & Co. KGaA Neue Mainzer Straße 7

Neue Mainzer Straße / 60323 Frankfurt am Main

Germany]

[Calculation Agent:] [insert name and specified office]

The Fiscal Agent[,] [and] [the Paying Agent[s]] [and the Calculation Agent] reserve[s] the right at any time to change [its] [their] specified office[s] to some other specified office in the same city.

(2) Variation or Termination of Appointment. The Issuer reserves the right at any time to vary or terminate the appointment of the Fiscal Agent [or any Paying Agent] [or the Calculation Agent] and to appoint another Fiscal Agent or additional or other Paying Agents [or another Calculation Agent]. The Issuer shall at all times maintain (i) a Fiscal Agent [in the case of Notes listed on a stock exchange insert: [,] [and] (ii) so long as the Notes are listed on the Luxembourg Stock Exchange, a Paying Agent (which may be the Fiscal Agent) with a specified office in Luxembourg and/or in such other place as may be required by the rules of such stock exchange] [in the case of payments in USD insert: [,] [and] [(iii)] if payments at or through the offices of all Paying Agents outside the United States (as defined below) become illegal or are effectively precluded because of the

imposition of exchange controls or similar restrictions on the full payment or receipt of such amounts in United States dollars, a Paying Agent with a specified office in New York City] [if any Calculation Agent is to be appointed insert: [,] [and] [(iv)] a Calculation Agent [if Calculation Agent is required to maintain a Specified Office in a Required Location insert: with a specified office located in [insert Required Location]]]. Any variation, termination, appointment or change shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after not less than 30 nor more than 45 days' prior notice thereof shall have been given to the Holders in accordance with § [12][13].

For purposes of these Conditions, "United States" means the United States of America (including the States thereof and the District of Columbia) and its possessions (including Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and Northern Mariana Islands).

(3) Agent of the Issuer. The Fiscal Agent[,] [and] [the Paying Agent[s]] [and the Calculation Agent] act[s] solely as the agent[s] of the Issuer and [does] [do] not assume any obligations towards or relationship of agency or trust for any Holder.

§ 7 TAXATION

All amounts payable in respect of the Notes shall be made without withholding or deduction for or on account of any present or future taxes or duties of whatever nature imposed or levied by way of withholding or deduction by or on behalf of [in the case of Notes issued by VIF insert: The Netherlands or the United States or] [in the case of Notes issued by VCI insert: the United States or] [in the case of Notes issued by VCCI insert: Canada or the United States or] [in the case of Notes issued by VIL insert: Luxembourg or the United States or] [in the case of Notes issued by Porsche Holding insert: Austria or the United States or] Germany or any political subdivision or any authority thereof or therein having power to tax unless the Issuer is required by law to pay such withholding or deduction. In such event, the Issuer will pay such additional amounts (the "Additional Amounts") as shall be necessary in order that the net amounts received by the Holders, after such withholding or deduction shall equal the respective amounts of principal and interest which would otherwise have been receivable in the absence of such withholding or deduction; except that no such Additional Amounts shall be payable on account of any taxes or duties which:

- (a) are payable by any person acting as custodian bank or collecting agent on behalf of a Holder, or otherwise in any manner which does not constitute a deduction or withholding by the Issuer from payments of principal or interest made by it;
- (b) are payable by reason of the Holder having, or having had, some personal or business connection with [in the case of Notes issued by VIF insert: The Netherlands or] [in the case of Notes issued by VCI insert: the United States of America or] [in the case of Notes issued by VCCI insert: Canada or] [in the case of Notes issued by VIL insert: Luxembourg or] [in the case of Notes issued by Porsche Holding insert: Austria or] Germany and not merely by reason of the fact that payments in respect of the Notes are, or for purposes of taxation are deemed to be, derived from sources in, or are secured in, [in the case of Notes issued by VIF insert: The Netherlands or] [in the case of Notes

issued by VCI insert: the United States of America or] [in the case of Notes issued by VCCI insert: Canada or] [in the case of Notes issued by VIL insert: Luxembourg or] [in the case of Notes issued by Porsche Holding insert: Austria or]Germany; or

- are deducted or withheld pursuant to (i) any European Union (c) Directive or Regulation concerning the taxation of interest income paid to an individual and certain types of entities called "residual entities", or (ii) any international treaty or understanding relating to such taxation and to which [in the case of Notes issued by VIF insert: The Netherlands or] [in the case of Notes issued by VCI insert: the United States of America or] [in the case of Notes issued by VCCI insert: Canada or] [in the case of Notes issued by VIL insert: Luxembourg or] [in the case of Notes issued by Porsche Holding insert: Austria or Germany or the European Union is a party, or (iii) any provision of law implementing, or complying with, or introduced to conform with, such Directive, Regulation, treaty or understanding, or (iv) the Luxembourg law of 23 December 2005, as amended by the law of 17 July 2008, with respect to Luxembourg resident individuals; or (v) are imposed under sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as amended, and any current or future regulations or official interpretations thereof or agreement thereunder or any fiscal or regulatory legislation, rules or official practices adopted pursuant to any published intergovernmental agreements entered into in connection with the implementation of such sections of the Internal Revenue Code ("FATCA"); or
- (d) are payable by reason of a change in law that becomes effective more than 30 days after the relevant payment of principal or interest becomes due, or is duly provided for and notice thereof is published in accordance with § [12][13], whichever occurs later[; or][.]
- (e) are withheld or deducted by a Paying Agent from a payment if the payment could have been made by another Paying Agent without such withholding or deduction;

In the case of Notes issued by VCCI insert:

- [(f) are payable by or on behalf of a Holder with whom the Issuer is not dealing at arm's length (within the meaning of the *Income Tax Act* (Canada)) or are payable by or on behalf of a holder of a talon, receipt or coupon in respect of a Note where either the Holder of the Note or the holder of the talon, receipt or coupon in respect of the Note is not dealing at arm's length (within the meaning of the *Income Tax Act* (Canada)) with the Issuer or are payable by virtue of any portion of such payment being deemed to be a dividend paid to the Holder pursuant to the Income Tax Act (Canada); or
- (g) are imposed on a deemed payment of interest pursuant to proposed subsection 212(3.2) of the *Income Tax Act* (Canada) which proposed subsection is contained in a Notice of Ways and Means Motion that accompanied the federal budget tabled by the Minister of Finance (Canada) on 11 February 2014 (or such proposal or proposals as amended or enacted or successor provisions thereto), or by virtue of any portion of such payment being deemed to be a dividend pursuant to the *Income Tax Act* (Canada).]

In the case of Notes

[(f) which are imposed by the United States as a result of a Holder's or beneficial owner's (i) failure to establish a

issued by VCI insert:

complete exemption from such withholding tax (including, but not limited to, by providing an applicable IRS Form W-8 or W-9), or (ii) past or present status as (a) a passive investment company with respect to the United States; a corporation which accumulates earnings to avoid United States Federal income tax; (b) a controlled foreign corporation with respect to the United States that is related to the Issuer through stock ownership; (c) a private foundation or other tax-exempt organisation with respect to the United States; (d) a "10 per cent. shareholder" with respect to the Issuer within the meaning of Section 871(h)(3)(B) or 881(c)(3)(B) of the Internal Revenue Code; (e) or a bank receiving interest described in Section 881(c)(3)(A) of the Internal Revenue Code.]

§ 8 PRESENTATION PERIOD

The presentation period provided in § 801 paragraph 1, sentence 1 *BGB* (German Civil Code) is reduced to ten years for the Notes.

§ 9 EVENTS OF DEFAULT

- (1) Events of default. Each Holder shall be entitled to declare due and payable by notice to the Fiscal Agent its entire claims arising from the Notes and demand immediate redemption thereof at the Early Redemption Amount (as described in § 5) together with accrued interest (if any) to the date of repayment, in the event that:
- the Issuer fails to pay principal or interest within 30 days from the relevant due date, or
- (b) the Issuer fails duly to perform any other obligation arising from the Notes [in the case of Notes issued by VIF, VCI, VCCI, VIL or Porsche Holding insert: or the Guarantor fails to perform any obligation arising from the Guarantee referred to in § 2] which failure is not capable of remedy or, if such failure is capable of remedy, such failure continues for more than 90 days after the Fiscal Agent has received notice thereof from a Holder, or
- (c) the Issuer [in the case of Notes issued by VIF, VCI, VCCI, VIL or Porsche Holding insert: or the Guarantor] announces its inability to meet its financial obligations or ceases its payments, or
- (d) a court opens bankruptcy or other insolvency proceedings against the Issuer [in the case of Notes issued by VIF, VCI, VCCI, VIL or Porsche Holding insert: or the Guarantor] or such proceedings are instituted and have not been discharged or stayed within 60 days, or the Issuer [in the case of Notes issued by VIF, VCI, VCCI, VIL or Porsche Holding insert: or the Guarantor] applies for or institutes such proceedings or offers or makes an arrangement for the benefit of its creditors generally, [in the case of Notes issued by VIF insert: or the Issuer applies for a "surseance van betaling" (within the meaning of Statute of Bankruptcy of The Netherlands),] or
- (e) the Issuer [in the case of Notes issued by VIF, VCI, VCCI, VIL or Porsche Holding insert: or the Guarantor] goes into liquidation unless this is done in connection with a merger, or other form of combination with another company and such company assumes all obligations contracted by the Issuer [in the case of Notes issued by VIF, VCI, VCCI, VIL or Porsche

Holding insert: or the Guarantor, as the case may be,] in connection with this issue[, or][.]

In the case of Notes issued by VIF, VIL, VCI, VCCI or Porsche Holding insert, if applicable:

[(f) the Guarantee ceases, for whatever reason, to be in full force and effect.]

The right to declare Notes due shall terminate if the situation giving rise to it has been cured before the right is exercised.

- (2) Quorum. In the events specified in subparagraph (1)(b) above, any notice declaring Notes due shall, unless at the time such notice is received any of the events specified in subparagraph (1)(a) and (1)(c) through (1)(e) entitling Holders to declare their Notes due has occurred, become effective only when the Fiscal Agent has received such notices from the Holders of at least one-tenth in principal amount of Notes then outstanding.
- (3) Notice. Any notice, including any notice declaring Notes due, in accordance with subparagraph (1) above shall be made by means of a written declaration in the German or English language delivered by hand or registered mail to the specified office of the Fiscal Agent together with proof that such Holder at the time of such notice is a holder of the relevant Notes by means of a certificate of his Custodian (as defined in § 14(3)) or in other appropriate manner.

[§ 10 SUBSTITUTION

In the case of Notes issued by VIF, VCCI, VIL and Porsche Holding insert

- (1) Substitution. The Issuer shall be entitled at any time, without the consent of the Holders, if no payment of principal of or interest on any of the Notes is in default, to substitute for the Issuer [in the case of Notes issued by VIF. VCCI, VIL or Porsche Holding insert: either the Guarantor or] any Subsidiary (as defined below) [in the case of Notes issued by VWAG insert: of it] [in the case of Notes issued by VIF, VCCI, VIL or Porsche Holding insert: of the Guarantor] as principal debtor in respect to all obligations arising from or in connection with the Notes (the "Substitute Debtor"), provided that:
- (a) the Substitute Debtor is in a position to fulfil all payment obligations arising from or in connection with the Notes without the necessity of any taxes or duties being withheld at source and to transfer all amounts which are required therefor to the Fiscal Agent without any restrictions;
- (b) the Substitute Debtor assumes all obligations of the Issuer arising from or in connection with the Notes;
- (c) the Substitute Debtor undertakes to reimburse any Holder for such taxes, fees or duties which may be imposed upon it as a consequence of assumption of the obligations of the Issuer by the Substitute Debtor;
- (d) it is guaranteed that the obligations of the [in the case of Notes issued by VWAG insert: Issuer] [in the case of Notes issued by VIF or VCCI insert: Guarantor] from the Guarantee of the Debt Issuance Programme of the Issuers apply also to the Notes of the Substitute Debtor;
- (e) there shall have been delivered to the Fiscal Agent one opinion for each jurisdiction affected of lawyers of recognised standing to the effect that subparagraphs (a), (b), (c) and (d)

above have been satisfied; and

(f) VW Credit, Inc. is not the Substitute Debtor.

For purposes of these Conditions "Subsidiary" shall mean any corporation or partnership in which Volkswagen Aktiengesellschaft directly or indirectly in the aggregate holds more than 90% of the capital of any class or of the voting rights.

- (2) Notice. Notice of any such substitution shall be published in accordance with § [12][13].
- (3) Change of References. In the event of any such substitution, any reference in these Conditions to the Issuer shall from then on be deemed to refer to the Substitute Debtor and any reference to the country in which the Issuer is domiciled or resident for taxation purposes shall from then on be deemed to refer to the country of domicile or residence for taxation purposes of the Substitute Debtor. Furthermore, in the event of such substitution the following shall apply:

In the case of Notes issued by VWAG insert:

- [(a) in § 7 and § 5(2) an alternative reference to Germany shall be deemed to have been included in addition to the reference according to the preceding sentence to the country of domicile or residence for taxation purposes of the Substitute Debtor;
- (b) in § 9(1)(c) to (f) an alternative reference to the Issuer in its capacity as guarantor shall be deemed to have been included in addition to the reference to the Substitute Debtor.]

In the case of Notes issued by VIF insert:

[In § 7 and § 5(2) an alternative reference to The Netherlands shall be deemed to have been included in addition to the reference according to the preceding sentence to the country of domicile or residence for taxation purposes of the Substitute Debtor.]

In the case of Notes issued by VCCI insert:

[In § 7 and § 5(2) an alternative reference to Canada shall be deemed to have been included in addition to the reference according to the preceding sentence to the country of domicile or residence for taxation purposes of the Substitute Debtor.]]

In the case of Notes issued by VIL insert:

[In § 7 and § 5(2) an alternative reference to Luxembourg shall be deemed to have been included in addition to the reference according to the preceding sentence to the country of domicile or residence for taxation purposes of the Substitute Debtor.]]

In the case of Notes issued by Porsche Holding insert:

[In § 7 and § 5(2) an alternative reference to Austria shall be deemed to have been included in addition to the reference according to the preceding sentence to the country of domicile or residence for taxation purposes of the Substitute Debtor.]]

§ [10] [11]

AMENDMENT OF THE TERMS AND CONDITIONS, HOLDERS'REPRESENTATIVE[, AMENDMENT OF THE GUARANTEE]

(1) Amendment of the Terms and Conditions. In accordance with the German Act on Issues of Debt Securities of 2009 (Schuldverschreibungsgesetz aus Gesamtemissionen – "SchVG") the Holders may agree with the Issuer on amendments of the Terms and Conditions with regard to matters permitted by the SchVG by resolution with the majority specified in subparagraph (2) below. Majority resolutions shall be binding on all Holders' Resolutions which

do not provide for identical conditions for all Holders are void, unless Holders who are disadvantaged have expressly consented to their being treated disadvantageously.

- (2) Majority Resolutions. Majority resolutions shall be passed by a majority of not less than [75]% of the votes cast. Resolutions relating to amendments of the Terms and Conditions which are not material and which do not relate to the matters listed in § 5(3), Nos. 1 to 8 of the SchVG require a simple majority of the votes cast.
- (3) Vote without a meeting. All votes will be taken exclusively by vote taken without a meeting. A meeting of Holders and the assumption of the fees by the Issuer for such a meeting will only take place in the circumstances of § 18 paragraph 4, sentence 2 of the SchVG.
- (4) Chair of the vote. The vote will be chaired by a notary appointed by the Issuer or, if the Holders' Representative (as defined below) has convened the vote, by the Holders' Representative.
- (5) *Voting rights*. Each Holder participating in any vote shall cast votes in accordance with the nominal amount or the notional share of its entitlement to the outstanding Notes.
- (6) Holders' Representative. The Holders may by majority resolution appoint a common representative (the "Holders' Representative") to exercise the Holders' rights on behalf of each Holder.
- (6) Holders' Representative. The common representative (the "Holders' Representative") shall be [●]. The liability of the Holders' Representative shall be limited to ten times the amount of its annual remuneration, unless the Holders' Representative has acted wilfully or with gross negligence.

The Holders' Representative shall have the duties and powers provided by law or granted by majority resolution of the Holders. The Holders' Representative shall comply with the instructions of the Holders. To the extent that the Holders' Representative has been authorised to assert certain rights of the Holders, the Holders shall not be entitled to assert such rights themselves, unless explicitly provided for in the relevant majority resolution. The Holders' Representative shall provide reports to the Holders on its activities. The regulations of the SchVG apply with regard to the recall and the other rights and obligations of the Holders' Representative.

(7) Amendment of the Guarantee. The provisions set out above applicable to the Notes shall apply *mutatis mutandis* to the Guarantee of Volkswagen Aktiengesellschaft.

If no Holders' Representative is designated in the Conditions, insert:

If the Holders' Representative is appointed in the Conditions, insert:

In the case of Notes issued by VIF, VCI, VCI, VIL or Porsche Holding insert:

§ [11] [12] FURTHER ISSUES, PURCHASES AND CANCELLATION

- (1) Further Issues. The Issuer may from time to time, without the consent of the Holders, issue further Notes having the same terms and conditions as the Notes in all respects (or in all respects except for the settlement date, interest commencement date and/or issue price) so as to form a single Series with the Notes.
- (2) Purchases. The Issuer may at any time purchase Notes in the open market or otherwise and at any price. Notes purchased by the Issuer may, at the option of the Issuer, be held, resold or surrendered to the Fiscal Agent for cancellation. If purchases are made by tender, tenders for such Notes must be made available to all Holders of such

Notes alike.

(3) Cancellation. All Notes redeemed in full shall be cancelled forthwith and may not be reissued or resold.

§ [12][13] NOTICES

In the case of Notes issued by VWAG insert:

[[(1)] All notices concerning the Notes shall be published in the Federal Gazette (*Bundesanzeiger*). Any notice so given will be deemed to be validly given on the third calendar day following the date of such publication (or, if published more than once, on the third calendar day following the date of the first such publication).] [In the case of Notes which are listed on the official list of the Luxembourg Stock Exchange insert: As long as the Notes are listed on the official list of the Luxembourg Stock Exchange and the rules and regulations of the Luxembourg Stock Exchange so require, Il notices concerning the Notes will be made by means of electronic publication on the internet website of the Luxembourg Stock Exchange (www.bourse.lu). Any notice so given will be deemed to have been validly given on the third day following the date of such publication.]

In the case of Notes issued by VIF, VCI, VCCI, VIL or Porsche Holding insert:

[In the case of Notes which are listed on a Stock Exchange insert: (1) Publication. As long as the Notes are listed on the [official list of the] Luxembourg Stock Exchange and the rules and regulations of the Luxembourg Stock Exchange so require, Il notices concerning the Notes will be made by means of electronic publication on the internet website of the Luxembourg Stock Exchange (www.bourse.lu). Any notice so given will be deemed to have been validly given on the third day following the date of such publication.] [In the case of Notes issued by VIF which are listed on a Stock Exchange insert: (1) Publication. All notices concerning the Notes shall be published in one leading daily newspaper having general circulation in Grand Duchy of Luxembourg. This newspaper is expected to be the Luxemburger Wort. Any notice so given will be deemed to have been validly given on the third calendar day following the date of such publication (or, if published more than once, on the third day following the date of the first such publication).]

[(2)] Notification to Clearing System.

[In the case of Notes which are unlisted insert: The Issuer shall deliver all notices concerning the Notes to the Clearing System for communication by the Clearing System to the Holders. Any such notice shall be deemed to have been given to the Holders on the seventh day after the day on which the said notice was given to the Clearing System.]

[In the case of Notes which are listed on the official list of the Luxembourg Stock Exchange insert: So long as any Notes are listed on the official list of the Luxembourg Stock Exchange, subparagraph (1) above shall apply. In the case of notices regarding the Rate of Interest or, if the Rules of the Luxembourg Stock Exchange so permit, the Issuer may deliver the relevant notice to the Clearing System for communication by the Clearing System to the Holders, in lieu of publication in the newspapers set forth in subparagraph (1) above; any such notice shall be deemed to have been given to the Holders on the seventh day after the day on which the said notice was given to the Clearing System.]

§ [13] [14] APPLICABLE LAW, PLACE OF JURISDICTION AND ENFORCEMENT

- (1) Applicable Law. The Notes, [as to form and content, and] [including] all rights and obligations of the Holders and the Issuer, shall be governed by German law [In case of Notes issued by VIL insert: Articles 86 to 94-8 of the Luxembourg law of 10 August 1915 on commercial companies, as amended, are expressly excluded].
- (2) Submission to Jurisdiction. The non-exclusive place of jurisdiction for all proceedings arising out of or in connection with the Notes ("Proceedings") shall be Frankfurt am Main. The Holders, however, may also pursue their claims before any other court of competent jurisdiction. The German courts shall have exclusive jurisdiction over the annulment of lost or destroyed Notes. The Issuer hereby submits to the jurisdiction of the courts referred to in this subparagraph.

In the case of Notes issued by VIF, VCI, VCCI, VIL or Porsche Holding insert:

The local court (*Amtsgericht*) in Frankfurt am Main shall, pursuant section 9 para. 3 of the SchVG, have jurisdiction for all judgments in accordance with sections 9 para. 2, 13 para. 3 and 18 para. 2 of the SchVG. And the regional court (*Landgericht*) in Frankfurt am Main shall have exclusive jurisdiction for all judgments over contested resolutions by Noteholders in accordance with section 20 para. 3 of the SchVG.

In the case of Notes issued by VIF, VCI, VCCI, VIL or Porsche Holding insert:

The local court (*Amtsgericht*) in Wolfsburg shall, pursuant section 9 para. 3 of the SchVG, have jurisdiction for all judgments in accordance with sections 9 para. 2, 13 para. 3 and 18 para. 2 of the SchVG and the district court (*Landgericht*) in Braunschweig shall have exclusive jurisdiction for all judgments over contested resolutions by Noteholders in accordance with section 20 para. 3 of the SchVG.

In the case of Notes issued by VIF, VCI, VCCI, VIL or Porsche Holding insert:

[(3) Appointment of Authorised Agent. For any Proceedings before German courts, the Issuer appoints Volkswagen Aktiengesellschaft, Berliner Ring 2, 38440 Wolfsburg, Germany as its authorised agent for service of process in Germany.]

[(3)][(4)] Enforcement. Any Holder of Notes may in any proceedings against the Issuer, or to which such Holder and the Issuer are parties, protect and enforce in his own name his rights arising under such Notes on the basis of (i) a statement issued by the Custodian with whom such Holder maintains a securities account in respect of the Notes (a) stating the full name and address of the Holder, (b) specifying the aggregate principal amount of Notes credited to such securities account on the date of such statement and (c) confirming that the Custodian has given written notice to the Clearing System containing the information pursuant to (a) and (b) and (ii) a copy of the Note in global form certified as being a true copy by a duly authorised officer of the Clearing System or a depository of the Clearing System, without the need for production in such proceedings of the actual records or the global note representing the Notes. For purposes of the foregoing, "Custodian" means any bank or other financial institution of recognised standing authorised to engage in securities custody business with which the Holder maintains a securities account in respect of the Notes and includes the Clearing System. Each Holder may, without prejudice to the foregoing, protect and enforce his rights under these Notes also in any other way which is admitted in the country of the Proceedings.

§ [14] [15] LANGUAGE

If the Conditions shall be in the German language with an English language translation insert:

If the Conditions shall be in the English language with a German language translation insert:

If the Conditions shall be in the English language only insert:

In the case of Notes that are publicly offered, in whole or in part, in Germany or distributed, in whole or part, to nonprofessional investors in Germany with **English** language **Conditions insert:**

[These Conditions are written in the German language and provided with an English language translation. The German text shall be controlling and binding. The English language translation is provided for convenience only.]

[These Conditions are written in the English language and provided with a German language translation. The English text shall be controlling and binding. The German language translation is provided for convenience only.]

[These Conditions are written in the English language only.]

[Eine deutsche Übersetzung der Emissionsbedingungen wird bei der Volkswagen Aktiengesellschaft, Berliner Ring 2, 38440 Wolfsburg, Deutschland zur kostenlosen Ausgabe bereitgehalten.]

EMISSIONSBEDINGUNGEN

German Language Version

(Deutsche Fassung der Emissionsbedingungen)

Die Emissionsbedingungen für die Schuldverschreibungen (die "Emissionsbedingungen") sind nachfolgend in drei Optionen aufgeführt.

Option I umfasst den Satz der Emissionsbedingungen, der auf Tranchen von Schuldverschreibungen mit fester Verzinsung Anwendung findet.

Option II umfasst den Satz der Emissionsbedingungen, der auf Tranchen von Schuldverschreibungen mit variabler Verzinsung Anwendung findet.

Option III umfasst den Satz der Emissionsbedingungen, der auf Tranchen von Nullkupon-Schuldverschreibungen Anwendung findet.

Der Satz von Emissionsbedingungen für jede dieser Optionen enthält bestimmte weitere Optionen, die entsprechend gekennzeichnet sind, indem die jeweilige optionale Bestimmung durch Instruktionen und Erklärungen in eckigen Klammern innerhalb des Satzes der Emissionsbedingungen bezeichnet wird.

In den Endgültigen Bedingungen wird die Emittentin festlegen, welche der Option I, Option II oder Option III (einschließlich der jeweils enthaltenen bestimmten weiteren Optionen) für die einzelne Emission von Schuldverschreibungen Anwendung findet, indem entweder die betreffenden Angaben wiederholt werden oder auf die betreffenden Optionen verwiesen wird.

Soweit die Emittentin zum Zeitpunkt der Billigung des Prospektes keine Kenntnis von bestimmten Angaben hatte, die auf eine einzelne Emission von Schuldverschreibungen anwendbar sind, enthält dieser Prospekt Platzhalter in eckigen Klammern, die die maßgeblichen durch die Endgültigen Bedingungen zu vervollständigenden Angaben enthalten.

[Im Fall, dass die Optionen, die für eine einzelne Emission anwendbar sind, in den Endgültigen Bedingungen durch Verweis auf die weiteren Optionen bestimmt werden, die im Satz der Emissionsbedingungen der Option I, Option II oder Option III enthalten sind:

Die Bestimmungen dieser Emissionsbedingungen gelten für diese Schuldverschreibungen so, wie sie durch die Angaben der beigefügten endgültigen Bedingungen (die "Endgültigen Bedingungen") vervollständigt werden. Die Leerstellen in den auf die Schuldverschreibungen anwendbaren Bestimmungen dieser Emissionsbedingungen gelten als durch die in den endgültigen Bedingungen enthaltenen Angaben ausgefüllt, als ob die Leerstellen in den betreffenden Bestimmungen durch diese Angaben ausgefüllt wären; alternative oder wählbare Bestimmungen Emissionsbedingungen, deren Entsprechungen in den Endgültigen Bedingungen nicht ausgefüllt oder die gestrichen sind, gelten als aus diesen Emissionsbedingungen gestrichen; sämtliche auf die Schuldverschreibungen anwendbaren Bestimmungen dieser Emissionsbedingungen nicht (einschließlich der Anweisungen, Anmerkungen und der Texte in eckigen Klammern) gelten als aus diesen Emissionsbedingungen gestrichen, so dass die Bestimmungen der Endgültigen Bedingungen Geltung erhalten. Kopien der Endgültigen Bedingungen sind kostenlos bei der bezeichneten Geschäftsstelle des Emissionsstelle sowie bei der Hauptgeschäftsstelle der Emittentin erhältlich; bei nicht an einer Börse notierten Schuldverschreibungen sind Kopien der betreffenden Endgültigen Bedingungen allerdings ausschließlich für die Gläubiger solcher Schuldverschreibungen erhältlich.]

EMISSIONSBEDINGUNGEN DER INHABERSCHULDVERSCHREIBUNGEN

OPTION I – Emissionsbedingungen für Inhaberschuldverschreibungen mit fester Verzinsung

Diese Serie von Schuldverschreibungen wird gemäß einem geänderten und neugefassten Agency Agreement datiert auf oder um den 2. Mai 2014 (das "**Agency Agreement**") zwischen Volkswagen Aktiengesellschaft ("**VWAG**"), Volkswagen International Finance N. V. ("**VIF**"), VW Credit, Inc. ("**VCI**"), VW Credit Canada, Inc. / Crédit VW Canada, Inc. ("VCCI"), Volkswagen International Luxemburg S.A. ("VIL") und Porsche Holding Gesellschaft m.b.H. ("Porsche Holding") (einzeln jeweils die "Emittentin" und zusammen die "Emittentinnen") und der Citibank, N.A. als Fiscal Agent (der "Fiscal Agent", wobei dieser Begriff jeden Nachfolger des Fiscal Agent gemäß dem Agency Agreement einschließt) und den anderen darin genannten Parteien begeben. Kopien des Agency Agreement können kostenlos bei der bezeichneten Geschäftsstelle des Fiscal Agent nach angemessener vorheriger Nachfrage und bei den bezeichneten Geschäftsstellen einer jeden Zahlstelle sowie am Sitz einer jeden Emittentin bezogen werden. [Im Falle von Schuldverschreibungen, die von VIF, VCI, VCCI, VIL oder Porsche Holding begeben werden, einfügen: Die Schuldverschreibungen sind mit einer unbedingten und unwiderruflichen Garantie der Volkswagen Aktiengesellschaft (die "Garantin") versehen.]

EMISSIONSBEDINGUNGEN DER INHABERSCHULDVERSCHREIBUNGEN (DEUTSCHE FASSUNG)

§ 1 WÄHRUNG, STÜCKELUNG, FORM, DEFINITIONEN

- (1) Währung; Stückelung. Diese Serie der Schuldverschreibungen (die "Schuldverschreibungen") der [Emittentin einfügen] (die "Emittentin") wird in [festgelegte Währung einfügen] (die "festgelegte Währung") im Gesamtnennbetrag [Falls die Globalurkunde eine NGN ist, einfügen: (vorbehaltlich § 1 Absatz (6))] von [Gesamtnennbetrag einfügen] (in Worten: [Gesamtnennbetrag in Worten einfügen]) in [einer] Stückelung[en] von [festgelegte Stückelung[en] einfügen] (die "festgelegte[n] Stückelung[en]") begeben.
- Im Falle von Schuldverschreibungen lauten auf den Inhaber und schreibungen, die nicht auf CAD lauten und von CDS gehalten werden:

 [(2) Form. Die Schuldverschreibungen lauten auf den Inhaber und sind durch eine oder mehrere Globalurkunden verbrieft (jeweils eine "Globalurkunde").]
- Im Falle von Schuldverschreibungen, die auf CAD lauten und von CDS gehalten werden:
- [(2) Form, Eigentum und Übertragung. Die Schuldverschreibungen lauten auf den Inhaber und werden durch eine Globalurkunde verbrieft, die von CDS & CO. im Auftrag von CDS Clearing and Depository Services Inc. ("CDS") verwahrt und von CDS gehalten werden (die "Dauerglobalurkunde"). Das wirtschaftliche Eigentum an der Dauerglobalurkunde wird durch Buchungserfassungskonten (book-entry accounts) der Finanzinstitute vermittelt, die im Namen der wirtschaftlichen Eigentümer handeln und direkte oder indirekte Teilnehmer an CDS sind. Investoren können nach ihrer Wahl ihre Anteile an der Dauerglobalurkunde in Kanada durch CDS, oder in Europa durch Clearstream Luxemburg oder Euroclear unmittelbar halten, wenn sie Teilnehmer an diesen Systemen sind oder mittelbar durch Organisationen, die Teilnehmer an diesen Systemen sind. Clearstream, Luxemburg und Euroclear werden Anteile im Namen ihrer Teilnehmer durch Wertpapierkonten in ihrem eigenen Namen bei den kanadischen Subcustodians halten, die jeweils amtlich

zugelassene kanadische Banken sind (*Canadian Schedule I chartered Bank*) ("**Kanadische Subcustodians**"). Die Kanadischen Subcustodians werden diese Anteile ihrerseits wiederum durch Wertpapierkonten im eigenen Namen bei CDS halten.

Unbeschadet der Emissionsbedingungen ist CDS & CO., oder jede andere von CDS benannte Stelle, solange die Dauerglobalurkunde noch Schuldverschreibung verbrieft von der Emittentin, dem Fiscal Agent und jeder anderen Zahlstelle für alle Zwecke als einziger Eigentümer und Gläubiger dieser Schuldverschreibung zu behandeln. Zahlungen von Kapital und Zinsen auf die Dauerglobalurkunde werden im Namen der Emittentin vom Fiscal Agent (mittels einer elektronischen Überweisung an die Korrespondenzbank in Toronto (Citibank, Toronto)) an CDS & CO., oder jede andere von CDS benannte Stelle, geleistet und CDS wird die erhaltenen Zahlungen an das zuständige Clearing System verteilen.

Einzelurkunden

Kein wirtschaftlicher Eigentümer der Schuldverschreibungen hat, außer in den von der Dauerglobalurkunde vorgesehenen, sowie den untenstehenden beschränkten Fällen, einen Anspruch darauf, eine verkörperte Einzelurkunde zu erhalten.

Die Emittentin wird Einzelurkunden verbriefen oder verbriefen lassen und die Dauerglobalurkunde durch sie ersetzen, wenn die Schuldverschreibungen, die durch die Dauerglobalurkunde verkörpert werden, von oder für CDS gehalten werden und (i) CDS die Emittentin benachrichtigt hat, dass sie nicht gewillt oder nicht in der Lage ist weiter Hinterlegungsstelle für die Schuldverschreibungen zu sein und die Emittentin 90 Werktage nach Erhalt einer solchen Benachrichtigung keine Nachfolge-Hinterlegungsstelle benannt hat; oder (ii) CDS aufhört eine nach dem Wertpapiergesetz von Ontario (Securities Act (Ontario)) anerkannte Clearingstelle oder eine Selbstregulierungsorganisation (self-regulatory Organisation) nach dem Wertpapiergesetz von Québec (Securities Act (Québec)) oder einer anderen kanadischen Wertpapiervorschrift zu sein und kein anderes für die Emittentin zufriedenstellendes Clearingsystem innerhalb von 90 Tagen nach Kenntniserlangung der Emittentin vom Verlust der oben benannten Eigenschaft seitens der CDS benannt

Unmittelbare Rechte

Unmittelbare Rechte können nur in Übereinstimmung mit den Emissionsbedingungen und den Verfahren von CDS ausgeübt werden.

Im Falle von Schuldverschreibungen, die von VCI begeben werden einfügen: (3) Dauerglobalurkunde. Die Schuldverschreibungen sind durch eine Dauerglobalurkunde (die "Dauerglobalurkunde") ohne Zinsscheine verbrieft, die für Zwecke der Bundeseinkommenssteuer der Vereinigten Staaten als Namenspapier betrachtet wird. Die Dauerglobalurkunde trägt die eigenhändigen Unterschriften zweier ordnungsgemäß bevollmächtigter Vertreter der Emittentin und ist von dem Fiscal Agent oder in dessen Namen mit einer Kontrollunterschrift versehen. Einzelurkunden und Zinsscheine werden nicht ausgegeben.

Bruchteilseigentumsansprüche an jeder Dauerglobalurkunde werden in dem Register des jeweiligen Clearing Systems ausgewiesen und die Übertragung von Eigentum erfolgt nur durch Buchung und Eintragung in das Register des jeweiligen Clearing Systems. Außer in begrenzten Fällen darf das Clearing System eine

Dauerglobalurkunde nur an eine Nachfolgeverwahrstelle übertragen, und Bruchteilseigentum an einer Dauerglobalurkunde ist nicht in eine Einzelurkunde austauschbar. Das jeweilige Clearing System muss CBF sein, es sei denn ein anderes Clearing System hat eine Vereinbarung über ein Erfasssungssystem (book-entry agreement) getroffen oder eine anderweitige Dematerialisierung von Schuldverschreibungen unter dem U.S. Steuerrecht wurde adressiert.

Zinszahlungen erfolgen auf diese von der VCI begebenen Schuldverschreibungen nur nach Lieferung der Bestätigung über das Nichtbestehen U. S.-amerikanischen wirtschaftlichen Eigentums gemäß U.S. Treas. Reg. § 1.871-14(c)(2) (grundsätzlich ein geeignetes IRS Formular W-8) an die für die Einbehaltung zuständige Stelle(withholding agent).

(3) Dauerglobalurkunde.

Die Schuldverschreibungen sind durch eine Dauerglobalurkunde (die "Dauerglobalurkunde") ohne Zinsscheine verbrieft. Die Dauerglobalurkunde trägt die eigenhändigen Unterschriften zweier ordnungsgemäß bevollmächtigter Vertreter der Emittentin und ist von dem Fiscal Agent oder in dessen Namen mit einer Kontrollunterschrift versehen.

Im Falle von Schuldverschreibungen, die von nicht VCI begeben werden und die durch eine Dauerglobalurkunde verbrieft sind, einfügen:

[(3) Vorläufige Globalurkunde – Austausch.

(a) Die Schuldverschreibungen sind anfänglich durch eine

- vorläufige Globalurkunde (die "vorläufige Globalurkunde") ohne Zinsscheine verbrieft. Die vorläufige Globalurkunde wird gegen Schuldverschreibungen in den festgelegten Stückelungen, die durch eine Dauerglobalurkunde (die "Dauerglobalurkunde") ohne Zinsscheine verbrieft sind, ausgetauscht. Die vorläufige Globalurkunde und Dauerglobalurkunde tragen jeweils die eigenhändigen Unterschriften zweier ordnungsgemäß bevollmächtigter Vertreter der Emittentin und sind jeweils von dem Fiscal Agent oder in dessen Namen mit einer Kontrollunterschrift versehen. Einzelurkunden und Zinsscheine werden nicht ausgegeben.
- (b) Die vorläufige Globalurkunde wird an einem Tag (der "Austauschtag") die Dauerglobalurkunde gegen ausgetauscht, der nicht mehr als 180 Tage nach dem Tag der Begebung der durch die vorläufige Globalurkunde verbrieften Schuldverschreibungen liegt. Der Austauschtag darf nicht weniger als 40 Tage nach dem Tag der Begebung liegen. Ein solcher Austausch darf nur nach Vorlage Bescheinigungen erfolgen, wonach der oder wirtschaftlichen Eigentümer der durch die vorläufige Globalurkunde verbrieften Schuldverschreibungen keine U. S.-Personen (ausgenommen bestimmte Finanzinstitute oder bestimmte Personen, die Schuldverschreibungen über solche Finanzinstitute halten) sind. Zinszahlungen auf durch vorläufige Globalurkunde verbriefte Schuldverschreibungen erfolgen erst nach Vorlage solcher Bescheinigungen. Eine gesonderte Bescheinigung ist für jede solche Zinszahlung erforderlich. Jede Bescheinigung, die am oder nach dem 40. Tag nach dem Tag der Ausgabe der durch vorläufiae Globalurkunde verbrieften Schuldverschreibungen eingeht, wird als ein Ersuchen behandelt werden, diese vorläufige Globalurkunde gemäß (b) dieses § 1 Absatz (3) auszutauschen. Wertpapiere, Austausch für die im die vorläufige Globalurkunde geliefert werden, dürfen nur außerhalb der

Im Falle von Schuldverschreibungen, die anfänglich durch eine vorläufige Globalurkunde verbrieft sind, einfügen: Vereinigten Staaten (wie in § 6 Absatz (2) definiert) geliefert werden.1

(4) Clearing System. Die Globalurkunde. die die Schuldverschreibungen verbrieft, wird von einem oder für ein Clearing System verwahrt. "Clearing System" bedeutet [bei mehr als einem Clearing System einfügen: jeweils] folgendes: [Clearstream Banking AG, 60485 Frankfurt am Main, Germany ("CBF")] [Clearstream Banking, société anonyme, 42 Avenue JF Kennedy, L-1855 Luxembourg, Luxembourg ("CBL")] [Euroclear Bank SA/NV, Boulevard du Roi Albert II, 1210 Brussels, Belgium ("Euroclear")] [(CBL und Euroclear jeweils ein "ICSD" und zusammen die "ICSDs")] [,] [und] [anderes Clearing System angeben] sowie jeder Funktionsnachfolger.

Im Fall von Schuldverschreibungen, die im Namen der ICSDs verwahrt werden, einfügen: [Falls die Globalurkunde eine NGN ist, einfügen: Die Schuldverschreibungen werden in Form einer New Global Note ("NGN") ausgegeben und von einem common safekeeper im Namen beider ICSDs verwahrt.]

[Falls die Globalurkunde eine CGN ist, einfügen: Die Schuldverschreibungen werden in Form einer Classical Global Note ("CGN") ausgegeben und von einer gemeinsamen Verwahrstelle im Namen beider ICSDs verwahrt.]

- (5) Gläubiger von Schuldverschreibungen. "Gläubiger" bedeutet jeder Inhaber eines Miteigentumsanteils oder anderen vergleichbaren Rechts an den Schuldverschreibungen.
- Falls die Globalurkunde eine NGN ist, einfügen:

(6) Register der ICSDs. Der Nennbetrag der durch die Globalurkunde verbrieften Schuldverschreibungen entspricht dem jeweils in den Registern beider ICSDs eingetragenen Gesamtbetrag. Die Register der ICSDs (unter denen die Register zu verstehen sind, die jeder ICSD für seine Kunden über den Betrag ihres Anteils an den Schuldverschreibungen führt) sind maßgeblicher Nachweis des Nennbetrages der durch die Globalurkunde Schuldverschreibungen, und ein zu diesen Zwecken von einem ICSD jeweils ausgestellte Bescheinigung mit dem Nennbetrag der so verbrieften Schuldverschreibungen ist maßgebliche Bestätigung des Inhalts des Registers des betreffenden ICSD zu dem fraglichen Zeitpunkt.

Bei jeder Tilgung oder Zahlung einer Rückzahlungsrate oder einer Zinszahlung auf die durch die Globalurkunde verbrieften Schuldverschreibungen bzw. beim Kauf und der Entwertung der durch die Globalurkunde verbrieften Schuldverschreibungen stellt die Emittentin sicher, dass die Einzelheiten der Rückzahlung, Zahlung oder des Kaufs und der Entwertung bezüglich der Globalurkunde *pro rata* in die Unterlagen der ICSDs eingetragen werden, und dass, nach dieser Eintragung, vom Nennbetrag der in die Register der ICSDs aufgenommenen und durch die Globalurkunde verbrieften Schuldverschreibungen der Gesamtnennbetrag der zurückgekauften bzw. gekauften und entwerteten Schuldverschreibungen bzw. der Gesamtbetrag der so gezahlten Raten abgezogen wird.]

Falls die vorläufige Globalurkunde eine NGN ist, einfügen: [Bei Austausch nur eines Teils von Schuldverschreibungen, die durch eine vorläufige Globalurkunde verbrieft sind, wird die Emittentin sicherstellen, dass die Einzelheiten dieses Austauschs pro rata in die Register der ICSDs aufgenommen werden.]

Im Fall von Schuldverschreibungen, die von der VCI begeben werden einfügen: [(6) Effektengiro-Register. Die Emittentin und CBF haben vereinbart, dass CBF zum Effektengiro-Registrar der Emittentin bezüglich der Schuldverschreibungen bestellt wird. In dieser Funktion und unbeschadet der Emission der Schuldverschreibungen sowie deren Status als Inhaberpapiere nach deutschem Recht hat CBF zugesagt,

als Beauftragte der Emittentin in den Büchern der CBF Aufzeichnungen über die Schuldverschreibungen, die auf den Konten der CBF-Kontoinhaber gutgeschrieben sind, zu führen.]

§ 2 STATUS, NEGATIVVERPFLICHTUNG [im Falle von Schuldverschreibungen, die von VIF, VCI, VCCI, VIL oder Porsche Holding begeben werden, einfügen: UND GARANTIE]

- (1) Status. Die Schuldverschreibungen begründen direkte, unbedingte, nicht besicherte und nicht nachrangige Verbindlichkeiten der Emittentin, die untereinander und mit allen anderen nicht besicherten Verbindlichkeiten der Emittentin gleichrangig sind, soweit diesen Verbindlichkeiten nicht durch zwingende gesetzliche Bestimmungen ein Vorrang eingeräumt wird.
- (2) Negativverpflichtung. Die Emittentin verpflichtet sich solange eine Schuldverschreibung noch aussteht (aber nur bis zu dem Zeitpunkt, in dem alle Beträge von Kapital und Zinsen dem Fiscal Agent zur Verfügung gestellt worden sind), ihr Vermögen nicht mit Sicherungsrechten zur Besicherung von anderen Schuldverschreibungen, einschließlich von Garantien und Bürgschaften, zu belasten oder solche Rechte zu diesem Zweck bestehen zu lassen, ohne gleichzeitig die Gläubiger an derselben Sicherheit in gleicher Weise und anteilmäßig teilnehmen zu lassen. Um etwaige Zweifel zu vermeiden, diese Verpflichtung gilt nicht in Bezug auf Sicherheiten, die in Zusammenhang mit asset-backedsecurities (strukturierte Wertpapiere, die mit Vermögenswerten besichert sind), die von einer Zweckgesellschaft begeben werden, und bei denen die Emittentin die ursprüngliche Inhaberin der zugrunde liegenden Vermögenswerte ist.

Im Fall von Schuldverschreibungen, die von VIF, VCI, VCCI, VIL oder Porsche Holding begeben werden, einfügen: [(3) Garantie. Volkswagen Aktiengesellschaft (die "Garantin") hat eine unbedingte und unwiderrufliche Garantie (die "Garantie") für die pünktliche Zahlung von Kapital und Zinsen übernommen. Darüber hinaus hat sich die Garantin in dieser Garantie verpflichtet (die "Verpflichtungserklärung") solange eine Schuldverschreibung noch aussteht (aber nur bis zu dem Zeitpunkt, in dem alle Beträge von Kapital und Zinsen dem Fiscal Agent zur Verfügung gestellt worden sind), für andere Anleihen, einschließlich dafür übernommener Garantien und Gewährleistungen, keine Sicherheiten an ihrem Vermögen zu bestellen, ohne gleichzeitig und im gleichen Rang die Gläubiger der Schuldverschreibungen an solchen Sicherheiten teilnehmen zu lassen. Um etwaige Zweifel zu vermeiden, diese Verpflichtung gilt nicht in Bezug auf Sicherheiten, die in Zusammenhang mit asset-backed-securities (strukturierte Wertpapiere, die mit Vermögenswerten besichert sind), die von einer Zweckgesellschaft begeben werden, und bei denen die Garantin die ursprüngliche Inhaberin der zugrunde liegenden Vermögenswerte ist.

Für die Zwecke dieser Bedingungen bezeichnet "Anleihe" eine Emission von Schuldverschreibungen, die an einer Wertpapierbörse, im Freiverkehr oder einem anderen Wertpapiermarkt notiert, eingeführt oder gehandelt werden oder notiert, eingeführt oder gehandelt werden sollen oder können.

Die Garantie und Negativverpflichtung stellt einen Vertrag zu Gunsten eines jeden Gläubigers als begünstigtem Dritten gemäß § 328 Absatz (1) BGB dar, welcher das Recht eines jeden Gläubigers begründet, Erfüllung aus der Garantie und der Negativverpflichtung unmittelbar von der Garantin zu verlangen und die Garantie und die Negativverpflichtung unmittelbar gegenüber der Garantin durchzusetzen. Kopien der Garantie und der Negativverpflichtung können kostenlos am Sitz der Garantin und bei der bezeichneten

§ 3 ZINSEN

- (1) Zinssatz und Zinszahlungstage. Die Schuldverschreibungen werden bezogen auf ihren Nennbetrag verzinst, und zwar vom einfügen] (einschließlich) [Verzinsungsbeginn Fälligkeitstag (wie in § 5 Absatz (1) definiert) (ausschließlich) mit jährlich [Zinssatz einfügen] %. Die Zinsen sind nachträglich am [Festzinstermin(e) einfügen] eines jeden Jahres zahlbar (jeweils ein "Zinszahlungstag"). Die erste Zinszahlung erfolgt am [ersten Zinszahlungstag einfügen] [sofern der erste Zinszahlungstag nicht der erste Jahrestag des Verzinsungsbeginns ist, einfügen: und beläuft sich auf [die anfänglichen Bruchteilzinsbeträge je festgelegte Stückelung einfügen] je festgelgte Stückelung.] [Sofern der Fälligkeitstag kein Festzinstermin ist, einfügen: Die Zinsen für den Zeitraum vom [den letzten dem Fälligkeitstag vorausgehenden Festzinstermin einfügen] (einschließlich) bis zum Fälligkeitstag (ausschließlich) belaufen sich auf [die abschließenden Bruchteilzinsbeträge je festgelegte Stückelung einfügen].
- Auflaufende Zinsen. Falls die Emittentin die Schuldverschreibungen bei Fälligkeit nicht einlöst, endet die Verzinsung der Schuldverschreibungen nicht mit Ablauf des Tages, der dem Tag der Fälligkeit vorangeht, sondern erst mit Ablauf des Tages, der dem Tag der tatsächlichen Rückzahlung vorangeht. Schuldverschreibungen Die Verzinsung des ausstehenden Nennbetrages vom Tag der Fälligkeit an (einschließlich) Tag der Rückzahlung bis zum der Schuldverschreibungen (ausschließlich) erfolgt in Höhe des gesetzlich festgelegten Satzes für Verzugszinsen. (1)
- (3) Berechnung der Zinsen für Teile von Zeiträumen. Sofern Zinsen für einen Zeitraum von weniger als einem Jahr zu berechnen sind, erfolgt die Berechnung auf der Grundlage des Zinstagequotienten (wie nachstehend definiert).]
- (4) Zinstagequotient. "Zinstagequotient" bezeichnet im Hinblick auf die Berechnung von Zinsbeträgen für einen beliebigen Zeitraum (der "Zinsberechnungszeitraum"):

[im Falle von Actual/Actual (ICMA) mit zwei oder mehr gleichbleibenden Zinsperioden innerhalb eines Zinsjahres einfügen: die Anzahl von Tagen in dem Zinsberechnungszeitraum, geteilt durch (x) die Anzahl der Tage in der Zinsperiode im Fall von Schuldverschreibungen, bei denen die planmäßige Zinszahlung nur durch regelmäßige jährliche Zahlungen erfolgt, oder (y) das Produkt der Anzahl der Tage in der Zinsperiode und der Anzahl von Zinszahlungstagen, die angenommen, dass Zinsen für das gesamte Jahr zu zahlen wären in ein Kalenderjahr fallen würden, im Fall von Schuldverschreibungen, bei denen die planmäßige Zinszahlung anders als nur durch regelmäßige jährliche Zahlungen erfolgt.] [bei ersten/letzten langen oder kurzen Zinsperioden entsprechende Actual/Actual Berechnungsmethode angeben].

[im Falle von Actual/Actual (ICMA Regelung 251) mit jährlichen Zinsperioden einfügen: die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum, dividiert durch die tatsächliche Anzahl von Tagen im jeweiligen Zinsjahr.]

[im Falle von Actual/Actual (ICMA Regelung 251) und wenn der Zinsberechnungszeitraum kürzer ist als die Zinsperiode, in die der Zinsberechnungszeitraum fällt, oder ihr entspricht

⁽¹⁾ Der gesetzliche Verzugszinssatz beträgt für das Jahr fünf Prozentpunkte über dem von der Deutsche Bundesbank von Zeit zu Zeit veröffentlichten Basiszinssatz, §§ 288 Absatz 1, 247 BGB.

(einschließlich im Falle eines kurzen Kupons) einfügen: die Anzahl von Tagen in dem Zinsberechnungszeitraum, geteilt durch [im Falle von Zinsperioden, die kürzer sind als ein Jahr einfügen: das Produkt aus (1)] Anzahl der Tage in der Zinsperiode, in die der Zinsberechnungszeitraum fällt [im Falle von Zinsperioden, die kürzer sind als ein Jahr einfügen: und (2) der Anzahl von Zinsperioden, die normalerweise in einem Jahr enden würden].

[im Falle von Actual/Actual (ICMA Regelung 251) und wenn der Zinsberechnungszeitraum länger ist als eine Zinsperiode (langer Kupon) einfügen: die Summe von:

- (A) der Anzahl von Tagen in dem Zinsberechnungszeitraum, die in die Zinsperiode fallen, in welcher der Zinsberechnungszeitraum beginnt, geteilt durch [im Falle von Zinsperioden, die kürzer sind als ein Jahr einfügen: das Produkt aus (1)] Anzahl der Tage in dieser Zinsperiode [im Falle von Zinsperioden, die kürzer sind als ein Jahr einfügen: und (2) der Anzahl von Zinsperioden, die in ein Kalenderjahr fallen oder fallen würden, falls Zinsen für das gesamte Jahr zu zahlen wären); und
- (B) der Anzahl von Tagen in dem Zinsberechnungszeitraum, die in die darauffolgende Zinsperiode fallen, geteilt durch [im Falle von Zinsperioden, die kürzer sind als ein Jahr einfügen: das Produkt aus (1)] Anzahl der Tage in dieser Zinsperiode [im Falle von Zinsperioden, die kürzer sind als ein Jahr einfügen: und (2) der Anzahl von Zinsperioden, die in ein Kalenderjahr fallen oder fallen würden, falls Zinsen für das gesamte Jahr zu zahlen wären].

"Zinsperiode" bezeichnet den Zeitraum ab dem Verzinsungsbeginn (einschließlich) bis zum ersten Zinszahlungstag (ausschließlich) oder von jedem Zinszahlungstag (einschließlich) bis zum nächsten Zinszahlungstag (ausschließlich). [Im Falle eines ersten oder letzten kurzen Zinsberechnungszeitraumes einfügen: Zum Zwecke der Bestimmung der maßgeblichen Zinsperiode gilt der [Fiktiven Zinszahlungstag einfügen] als Zinszahlungstag.] [Im Falle eines ersten oder letzten langen Zinsberechnungszeitraumes einfügen: Zum Zwecke der Bestimmung der maßgeblichen Zinsperiode gelten der [Fiktive Zinszahlungstage einfügen] als Zinszahlungstage].]

[im Falle von Actual/365 (Sterling) einfügen: die tatsächliche Anzahl der Tage in der Zinsperiode geteilt durch 365 oder, wenn ein [Zinsperiodenendtag] in ein Schaltjahr fällt, geteilt durch 366.]

[im Falle von 30/360, einfügen: die Anzahl von Tagen im Zinsberechnungszeitraum, dividiert durch 360, wobei die Anzahl der Tage auf der Grundlage eines Jahres von 360 Tagen mit zwölf Monaten zu je 30 Tagen zu ermitteln ist (es sei denn, (A) der letzte Tag des Zinsberechnungszeitraums fällt auf den 31. Tag eines Monates, während der erste Tag des Zinsberechnungszeitraumes weder auf den 30. noch auf den 31. Tag eines Monats fällt, in welchem Fall der diesen Tag enthaltende Monat nicht als ein auf 30 Tage gekürzter Monat zu behandeln ist, oder (B) der letzte Tag des Zinsberechnungszeitraumes fällt auf den letzten Tag des Monats Februar, in welchem Fall der Monat Februar nicht als ein auf 30 Tage verlängerter Monat zu behandeln ist).]

[im Falle von 30E/360 oder Eurobond Basis einfügen: die Anzahl der Tage im Zinsberechnungszeitraum, dividiert durch 360 (dabei ist die Anzahl der Tage auf der Grundlage eines Jahres von 360 Tagen mit zwölf Monaten zu 30 Tagen zu ermitteln, und zwar ohne Berücksichtigung des Datums des ersten oder letzten Tages des Zinsberechnungszeitraumes, es sei denn, dass im Falle einer am Fälligkeitstag endenden Zinsperiode der Fälligkeitstag der letzte Tag des Monats Februar ist, in welchem Fall der Monat Februar als nicht

auf einen Monat zu 30 Tagen verlängert gilt).]

[Im Falle von Actual/Actual ISDA einfügen: die tatsachliche Anzahl von Tagen im Zinsberechnungszeitraum, dividiert durch 365 (oder, falls ein Teil dieses Zinsberechnungszeitraums in ein Schaltjahr fällt, die Summe aus (i) der tatsächlichen Anzahl der in das Schaltjahr fallenden Tage des Zinsberechnungszeitraums dividiert durch 366 und (ii) der tatsächlichen Anzahl der nicht in das Schaltjahr fallenden Tage des Zinsberechnungszeitraums dividiert durch 365).]

[im Falle von Actual/ Actual Canadian Compound Methode einfügen: wann immer es notwendig ist einen, hinsichtlich der Schuldverschreibungen, angefallenen Zinsbetrag für einen Zeitraum, der kürzer als ein Jahr ist, zu berechnen (außer in den Fällen der vorgesehenen halbjährlichen Zahlung), soll dies unter Zugrundelegung der tatsächlichen Anzahl Tage in diesem Zeitraum und einem Jahr mit 365 Tagen geschehen.]

§ 4 ZAHLUNGEN

- (1) (a) Zahlungen auf Kapital. Zahlungen auf Kapital in Bezug auf die Schuldverschreibungen erfolgen nach Maßgabe des nachstehenden Absatzes (2) an das Clearing System oder dessen Order zur Gutschrift auf den Konten der jeweiligen Kontoinhaber des Clearing Systems gegen Vorlage und Einreichung der Globalurkunde bei der bezeichneten Geschäftsstelle einer der Zahlstellen außerhalb der Vereinigten Staaten.
- (b) Zahlung von Zinsen. Die Zahlung von Zinsen auf Schuldverschreibungen erfolgt nach Maßgabe von Absatz (2) an das Clearing System oder dessen Order zur Gutschrift auf den Konten der jeweiligen Kontoinhaber des Clearing Systems gegen Vorlage der Globalurkunde bei der bezeichneten Geschäftsstelle einer der Zahlstellen außerhalb der Vereinigten Staaten.

[Im Falle von Zinszahlungen auf eine vorläufige Globalurkunde einfügen: Die Zahlung von Zinsen auf Schuldverschreibungen, die durch die vorläufige Globalurkunde verbrieft sind, erfolgt nach Maßgabe von Absatz (2) an das Clearing System oder dessen Order zur Gutschrift auf den Konten der jeweiligen Kontoinhaber des Clearing Systems, und zwar nach ordnungsgemäßer Bescheinigung gemäß § 1 Absatz (3)(b).]

(2) Zahlungsweise. Vorbehaltlich geltender steuerlicher und sonstiger gesetzlicher Regelungen und Vorschriften erfolgen zu leistende Zahlungen auf die Schuldverschreibungen in [festgelegte Währung einfügen].

[Im Fall von Schuldverschreibungen, die nicht auf Euro oder Renminbi lauten:

Stellt die Emittentin fest, dass zu zahlende Beträge am betreffenden Zahltag aufgrund von Umständen, die außerhalb ihrer Verantwortung liegen, in frei übertragbaren und konvertierbaren Geldern für sie nicht verfügbar sind, oder dass die festgelegte Währung oder eine gesetzlich eingeführte Nachfolge-Währung (die Währung") nicht mehr für die Abwicklung von internationalen Finanztransaktionen verwendet wird, kann die Emittentin ihre Zahlungsverpflichtungen am jeweiligen Zahltag oder sobald wie es nach dem Zahltag vernünftigerweise möglich ist durch eine Zahlung in Euro auf der Grundlage des anwendbaren Wechselkurses erfüllen. Die Gläubiger sind nicht berechtigt, [weitere] Zinsen oder sonstige Zahlungen in Bezug auf eine solche Zahlung zu verlangen. Der "anwendbare Wechselkurs" ist (i) falls verfügbar, derjenige Wechselkurs des Euro zu der festgelegten Währung oder der Nachfolge-Währung, der von der Europäischen Zentralbank für einen Tag festgelegt und veröffentlicht wird, der innerhalb eines angemessenen Zeitraums (gemäß Bestimmung der Emittentin nach billigem Ermessen) vor und so nahe wie möglich an dem Tag liegt, an dem die Zahlung geleistet wird, oder (ii) falls kein solcher Wechselkurs verfügbar ist, der von der Emittentin nach billigem Ermessen festgelegte Wechselkurs des Euro zu der festgelegten Währung oder der Nachfolge-Währung.]

- (3) *Erfüllung.* Die Emittentin wird durch Leistung der Zahlung an das Clearing System oder dessen Order von ihrer Zahlungspflicht befreit.
- (4) Zahltag. Fällt der Fälligkeitstag einer Zahlung in Bezug auf eine Schuldverschreibung auf einen Tag, der kein Zahltag ist, dann hat der Gläubiger keinen Anspruch auf Zahlung vor dem nächsten Zahltag am jeweiligen Geschäftsort. Der Gläubiger ist nicht berechtigt, weitere Zinsen oder sonstige Zahlungen aufgrund dieser Verspätung zu verlangen.

Für diese Zwecke bezeichnet "Zahltag" einen Tag, [bei nicht auf Euro lautenden Schuldverschreibungen, einfügen: der ein Tag (außer einem Samstag oder Sonntag) ist, an dem Geschäftsbanken und Devisenmärkte Zahlungen in [sämtliche relevanten Finanzzentren angeben] abwickeln] [und] [bei auf Euro lautenden Schuldverschreibungen, einfügen: der ein Tag (außer einem Samstag oder Sonntag) ist, an dem das Clearing System sowie alle betroffenen Bereiche des Trans-European Automated Real-time Gross Settlement Express Transfer System (TARGET2) ("TARGET") betriebsbereit sind, um die betreffenden Zahlungen weiterzuleiten.]

[Im Fall, dass die Festgelegte Währung Renminbi ist, gilt das Folgende:

(5) Zahlung des Gegenwerts in U.S.-Dollar. Für den Fall, dass die Emittentin ungeachtet des Vorstehenden aufarund Nichtkonvertierbarkeit, Nichttransferierbarkeit oder Illiquidität nicht in der Lage ist, unter den Schuldverschreibungen fällige Kapitalbeträge oder Zinsen (ganz oder teilweise) in Renminbi zu zahlen, wird die Emittentin nach Versendung einer unwiderruflichen Mitteilung frühestens 30 Kalendertage und spätestens 5 Kalendertage vor dem Tag, an dem die Zahlung an die Gläubiger fällig wird, eine solche Zahlung am Fälligkeitstag (ganz oder teilweise) in U.S.-Dollar in dem Gegenwert in U.S.-Dollar zu dem auf Renminbi lautenden Betrag tätigen. Sofern die Emittentin Zahlungen von Kapital- oder Zinsbeträgen teilweise in Renminbi und teilweise in U.S.-Dollar zu tätigen hat, wird sie die Zahlungen an jeden Anteilinhaber soweit wie möglich im gleichen anteiligen Verhältnis zwischen Renminbi und U.S.-Dollar gemäß den jeweils geltenden Vorschriften des Clearingsystems tätigen.

Für die Zwecke dieser Bedingungen steht der Begriff "Gegenwert in U.S.-Dollar" für den auf der Grundlage des an dem betreffenden Festlegungstag geltenden Kassakurses in U.S.-Dollar konvertierten Renminbi-Betrag.

Zu diesem Zweck:

ist die "Berechnungsstelle" die [•];

steht "Renminbi" oder "CNY" für die gesetzmäßige Währung der VRC:

ist ein "Renminbi-Händler" ein unabhängiger, international renommierter, am Renminbi-Devisenmarkt in Hongkong tätiger Devisenhändler:

ist ein "Geschäftstag zu Festlegungszwecken" ein Tag (außer Samstag und Sonntag), an dem die Geschäftsbanken in Hongkong,

Peking, London, TARGET und New York City für den üblichen Geschäftsbetrieb (einschließlich Devisengeschäfte) geöffnet sind;

ist ein "Festlegungstag" der Tag, der drei Geschäftstage zu Festlegungszwecken vor dem Tag liegt, an dem Zahlungen des betreffenden Betrags gemäß diesen Bedingungen fällig sind;

ist eine "Regierungsbehörde" jede faktische bzw. laut Gesetz bestehende Regierungsstelle (oder öffentliche Institution oder eine Unterabteilung davon), jedes Gericht, Tribunal, jede Verwaltungsoder Regierungsbehörde oder sonstige (öffentlich-rechtliche oder zivilrechtliche) juristische Person, die mit der Regulierung der Finanzmärkte (einschließlich der Zentralbank) in der VRC und Hongkong betraut ist;

steht "Hongkong" für die Sonderverwaltungsregion Hongkong der VRC:

bezeichnet "Illiquidität" einen Zustand, der eintritt, wenn der allgemeine Devisenmarkt für Renminbi in Hongkong nicht mehr ausreichend liquide ist, und sich die Emittentin aus diesem Grund nicht genügend Renminbi zur Erfüllung ihrer Verpflichtung zur (vollständigen oder teilweisen) Zahlung von Kapitalbeträgen oder Zinsen unter den Schuldverschreibungen beschaffen kann, wobei die Emittentin dies nach Treu und Glauben, in einer nach wirtschaftlichen Gesichtspunkten angemessenen Weise, sowie (wenn möglich) nach Rücksprache mit zwei Renminbi-Händlern feststellt;

bezeichnet "Nichtkonvertierbarkeit" den Eintritt eines Ereignisses, aufgrund dessen die Emittentin nicht mehr die Möglichkeit hat, einen im Zusammenhang mit den Schuldverschreibungen fälligen Betrag auf dem allgemeinen Devisenmarkt für Renminbi in Hongkong zu konvertieren, es sei denn, diese Unmöglichkeit ist alleine darauf zurückzuführen, dass die Emittentin ein Gesetz, eine Regel oder Vorschrift, die von einer Regierungsbehörde erlassen wurde, nicht einhält (es sei denn, ein solches Gesetz, eine Regel oder Vorschrift ist nach dem [Begebungstag einfügen] erlassen worden und die Emittentin ist aufgrund eines außerhalb ihres Einflussbereichs liegenden Ereignisses oder sonstiger, für sie geltender Gesetze nicht in der Lage, das betreffende Gesetz, die Regel oder Vorschrift einzuhalten);

bezeichnet "Nichttransferierbarkeit" den Eintritt eines Ereignisses, aufgrund dessen die Emittentin nicht mehr die Möglichkeit hat, Renminbi zwischen Konten innerhalb von Hongkong oder von einem Konto in Hongkong auf ein Konto außerhalb von Hongkong und außerhalb der VRC, oder von einem Konto außerhalb von Hongkong und außerhalb der VRC auf ein Konto in Hongkong zu transferieren, es sei denn, diese Unmöglichkeit ist alleine darauf zurückzuführen, dass die Emittentin ein Gesetz, eine Regel oder Vorschrift, die von einer Regierungsbehörde erlassen wurde, nicht einhält (es sei denn, ein solches Gesetz, eine Regel oder Vorschrift ist nach dem [Begebungstag einfügen] erlassen worden und die Emittentin ist aufgrund eines außerhalb ihres Einflussbereichs liegenden Ereignisses oder sonstiger, für sie geltender Gesetze nicht in der Lage, das betreffende Gesetz, die Regel oder Vorschrift einzuhalten);

steht "VRC" für die Volksrepublik China, wobei für die Zwecke dieser Bedingungen Hongkong, die Sonderverwaltungsregion Macau der Volksrepublik China und Taiwan als ausgenommen gelten; und

steht "Kassakurs" (*Spot Rate*) für den Devisenkassakurs zwischen Renminbi und U.S.-Dollar für den Kauf von U.S.-Dollar mit Renminbi auf dem außerbörslichen Renminbi Devisenmarkt in Hongkong mit Valutierung nach zwei Geschäftstagen zu Festlegungszwecken zu dem von der Berechnungsstelle am Festlegungstag um ca. 11.00 Uhr (Hongkonger Zeit), unter der Annahme einer tatsächlichen

Abwicklung (on a deliverable basis), unter Heranziehung der Bildschirmseite TRADCNY3 von Reuters festgelegten Kurs, und, sofern ein solcher Kurs nicht zur Verfügung steht, unter der Annahme eines synthetischen Geschäfts (on a non-deliverable basis), unter Heranziehung der Bildschirmseite TRADNDF von Reuters. Sofern keiner dieser Kurse verfügbar ist, wird die Berechnungsstelle den Kassakurs um ca. 11.00 Uhr (Hongkonger Zeit) am Festlegungstag als aktuellsten verfügbaren offiziellen Kurs für Transaktionen mit Valuta nach zwei Geschäftstagen zu Festlegungszwecken zwischen Renminbi und U.S.-Dollar festlegen, wie vom staatlichen Devisenamt der VRC (State Administration of Foreign Exchange of the PRC) veröffentlicht, der auf der Bildschirmseite CNY=SAEC von Reuters veröffentlicht wird. Verweise auf Bildschirmseiten von Reuters beziehen sich auf von Reuters so bezeichnete Monitor Money Rates Service Seiten (oder einen an dessen Stelle tretenden Dienst) oder auf andere Seiten, die diese Seiten zum Zwecke der Darstellung eines vergleichbaren Devisenwechselkurses gegebenenfalls ersetzen.

Sämtliche Mitteilungen, Stellungnahmen, Festlegungen, Bescheinigungen, Berechnungen, Quotierungen oder Entscheidungen, die von der Berechnungsstelle zum Zwecke der Bestimmungen dieses § 4(5) gemacht oder getroffen werden oder von dieser eingeholt werden, sind (sofern kein Vorsatz, keine Arglist und kein offensichtlicher Irrtum vorliegt) für die Emittentin, die beauftragten Stellen sowie für alle Gläubiger bindend.]

[(5)][(6)] Bezugnahmen auf Kapital und Zinsen. Bezugnahmen in Emissionsbedingungen auf Kapital Schuldverschreibungen schließen, soweit anwendbar, die folgenden Beträge ein: den Rückzahlungsbetrag der Schuldverschreibungen; den vorzeitigen Rückzahlungsbetrag der Schuldverschreibungen; [falls die Emittentin das Wahlrecht Schuldverschreibungen aus anderen als steuerlichen Gründen vorzeitig zurückzuzahlen, einfügen: den Wahl-Rückzahlungsbetrag (Call) der Schuldverschreibungen;] [falls der Gläubiger ein Wahlrecht hat, die Schuldverschreibungen vorzeitig kündigen, einfügen: den Wahl-Rückzahlungsbetrag (Put) der Schuldverschreibungen;] sowie jeden Aufschlag sowie sonstige auf oder in Bezug auf die Schuldverschreibungen zahlbaren Beträge. Bezugnahmen in diesen Emissionsbedingungen auf Zinsen auf die Schuldverschreibungen sollen, soweit anwendbar, sämtliche gemäß § 7 zahlbaren zusätzlichen Beträge einschließen.

[(6)][(7)] Hinterlegung von Kapital und Zinsen. Die Emittentin ist berechtigt, beim Amtsgericht Frankfurt am Main Zins- oder Kapitalbeträge zu hinterlegen, die von den Gläubigern nicht innerhalb von zwölf Monaten nach dem Fälligkeitstag beansprucht worden sind, auch wenn die Gläubiger sich nicht in Annahmeverzug befinden. Soweit eine solche Hinterlegung erfolgt, und auf das Recht der Rücknahme verzichtet wird, erlöschen die diesbezüglichen Ansprüche der Gläubiger gegen die Emittentin.

§ 5 RÜCKZAHLUNG

- (1) Rückzahlung bei Endfälligkeit. Soweit nicht zuvor bereits ganz oder teilweise zurückgezahlt oder angekauft und entwertet, werden die Schuldverschreibungen zu ihrem Rückzahlungsbetrag am [Fälligkeitstag einfügen] (der "Fälligkeitstag") zurückgezahlt. Der Rückzahlungsbetrag in Bezug auf jede Schuldverschreibung entspricht dem Nennbetrag der Schuldverschreibungen.
- (2) Vorzeitige Rückzahlung aus steuerlichen Gründen. Die Schuldverschreibungen können insgesamt, jedoch nicht teilweise, nach Wahl der Emittentin mit einer Kündigungsfrist von nicht weniger

als 30 und nicht mehr als 60 Tagen gegenüber dem Fiscal Agent und gemäß § [12][13] gegenüber den Gläubigern vorzeitig gekündigt und zu ihrem vorzeitigen Rückzahlungsbetrag (wie nachstehend definiert) zuzüglich bis zum für die Rückzahlung festgesetzten Tag aufgelaufener Zinsen zurückgezahlt werden, falls die Emittentin [im Falle von Schuldverschreibungen, die von VIF, VCI, VCCI, VIL oder Porsche Holding begeben werden, einfügen: oder die Garantin] als Folge einer Änderung oder Ergänzung der Steuer- oder Abgabengesetze und -vorschriften in Deutschland [im Falle von Schuldverschreibungen, die von VIF begeben werden, einfügen: oder der Niederlande] [im Falle von Schuldverschreibungen, die von VCI begeben werden, einfügen: oder den Vereinigten Staaten von Amerika] [im Falle von Schuldverschreibungen, die von VCCI begeben werden, einfügen: oder Kanadas] [im Falle von Schuldverschreibungen, die von VIL begeben werden, einfügen: oder Luxemburg] [im Falle von Schuldverschreibungen, die von Porsche Holding begeben werden, einfügen: oder Österreich] oder deren politischen Untergliederungen oder Steuerbehörden oder als Folge einer Änderung oder Ergänzung der Anwendung oder der offiziellen Auslegung dieser Gesetze und Vorschriften (vorausgesetzt, diese Änderung oder Ergänzung wird am oder nach dem Tag, an dem die letzte Tranche dieser Serie von Schuldverschreibungen begeben wird, wirksam) am nächstfolgenden Zinszahlungstag (wie in § 3 Absatz (1) definiert) zur Zahlung von zusätzlichen Beträgen (wie in § 7 dieser Bedingungen definiert) verpflichtet sein wird und diese Verpflichtung nicht durch das Ergreifen vernünftiger, der Emittentin [im Falle von Schuldverschreibungen, die von VIF, VCI, VCCI, VIL oder Porsche Holding begeben werden, einfügen: oder der Garantin] zur Verfügung stehender Maßnahmen vermieden werden

Eine solche Kündigung darf allerdings nicht (i) früher als 90 Tage vor dem frühestmöglichen Termin erfolgen, an dem die Emittentin [im Falle von Schuldverschreibungen, die von VIF, VCI, VCCI, VIL oder Porsche Holding begeben werden, einfügen: oder die Garantin] verpflichtet wäre, solche zusätzlichen Beträge zu zahlen, falls eine Zahlung auf die Schuldverschreibungen dann fällig sein würde, oder (ii) erfolgen, wenn zu dem Zeitpunkt, zu dem die Kündigung erfolgt, die Verpflichtung zur Zahlung von zusätzlichen Beträgen nicht mehr wirksam ist.

Eine solche Kündigung hat gemäß § [12][13] zu erfolgen. Sie ist unwiderruflich, muss den für die Rückzahlung festgelegten Termin nennen und eine zusammenfassende Erklärung enthalten, welche die das Rückzahlungsrecht der Emittentin begründenden Umständen darlegt.

Falls die Emittentin das Wahlrecht hat, die Schuldverschreibungen vorzeitig zurückzuzahlen, einfügen

- [(3) Vorzeitige Rückzahlung nach Wahl der Emittentin.
- (a) Die Emittentin kann, nachdem sie gemäß Absatz (b) gekündigt hat, die Schuldverschreibungen insgesamt oder teilweise am/an den Wahl-Rückzahlungstag(en) (Call) zum/zu Wahl-Rückzahlungsbetrag/beträgen (Call), nachstehend angegeben, nebst etwaigen bis zum Wahl-Rückzahlungstag (Call) (ausschließlich) aufgelaufenen Zinsen zurückzahlen. [Bei Geltung eines erhöhten Mindestrückzahlungsbetrages oder eines Rückzahlungsbetrages einfügen: Eine solche Rückzahlung muss in Höhe eines Nennbetrages von [mindestens [Mindestrückzahlungsbetrag einfügen]] [erhöhter Rückzahlungsbetrag] erfolgen.]

Wahl-Rückzahlungstag(e) (Call) Wahl-Rückzahlungsbetrag/

				beträge (Call)				
	[Wahl-Rückzahlungstag(e) einfügen]				[Wahl-Rückzahlungsbetrag/ beträge einfügen]			
	[_]	[]	
	[_]	[]	
	Emitte Schuld Ausüb hat.]	dversch ntin st dverschi ung sei	Gläubiger nreibungen vorze eht dieses Wah reibung zu, deren F ines Wahlrechts n	eitig Ired Rüc ach	g zu kündi cht nicht i kzahlung be n Absatz (4)	gen, einfüg n Bezug a reits der Glä dieses § 5	gen: Der auf eine aubiger in verlangt	
	(b)	Die Kündigung ist den Gläubigern der Schuldverschreibungen durch die Emittentin gemäß § [12][13] bekanntzugeben. Sie beinhaltet die folgenden Angaben:						
		(i)	die zurück Schuldverschreib		zahlende gen;	Serie	von	
		(ii)	eine Erklärung, o zurückgezahlt w Gesamtnennbetra Schuldverschreib	vird ag	und im der	letzteren F	all den	
		(iii)	den Wahl-Rückza als [Mindestkün mehr als [Höch nach dem Tag o gegenüber den G	ndig stk der	gungsfrist (ündigungsf Kündigung	einfügen] u rist einfüge durch die E	ind nicht en] Tage	
		(iv)	den Wahl-Rückz Schuldverschreib		-	, ,		
	(c) Wenn die Schuldverschreibungen nur teilweiter werden, werden die zu Schuldverschreibungen in Übereinstimmung des betreffenden Clearing Systems ausge Schuldverschreibungen in Form einer werden, einfügen: Die teilweise Rückzah Registern von CBL und Euroclear nach entweder als Pool-Faktor oder als Finenbetrags wiedergegeben.]]				zurückzuz nung mit dei isgewählt. [I ner NGN izahlung wir ich deren E	ahlenden n Regeln Falls die begeben d in den Ermessen		
Falls der Gläubiger ein Wahlrecht hat, die Schuldverschreibungen vorzeitig zu kündigen, einfügen:	[[(4)] Vorzeitige Rückzahlung nach Wahl des Gläubigers.							
	(a)						er am/an n Wahl- hstehend nlungstag	
	Wahl-Rückzahlungstag(e) (Put)				Wahl-Rückzahlungsbetrag/ beträge (Put)			
	[Wahl-Rückzahlungstag(e) einfügen]				[Wahl-Rückzahlungsbetrag/ beträge einfügen]			
	[_]	[]	

[Falls die Emittentin ein Wahlrecht hat, die Schuldverschreibungen vorzeitig zu kündigen, einfügen: Dem Gläubiger steht dieses Wahlrecht nicht in Bezug auf eine Schuldverschreibung zu, deren Rückzahlung die Emittentin zuvor in Ausübung eines ihrer Wahlrechte nach diesem § 5 verlangt hat.]

(b) Um dieses Wahlrecht auszuüben, hat der Gläubiger nicht weniger als [Mindestkündigungsfrist einfügen] und nicht mehr als [Höchstkündigungsfrist einfügen] Tage vor dem Wahl-Rückzahlungstag (Put), an dem die Rückzahlung gemäß der Ausübungserklärung (wie nachstehend definiert) erfolgen soll, bei der bezeichneten Geschäftsstelle des Fiscal Agent während der normalen Geschäftszeiten eine ordnungsgemäß ausgefüllte Mitteilung zur vorzeitigen Rückzahlung ("Ausübungserklärung"), wie sie von der bezeichneten Geschäftsstelle des Fiscal Agent erhältlich ist, zu hinterlegen. Die Ausübungserklärung hat anzugeben: (i) den Nennbetrag der Schuldverschreibungen, für die das Wahlrecht ausgeübt wird und (ii) die Wertpapier-Kenn-Nummer dieser Schuldverschreibungen (soweit vergeben). Die Ausübung des Wahlrechts kann nicht widerrufen werden. Die Rückzahlung der Schuldverschreibungen, für welche das Wahlrecht ausgeübt worden ist, erfolgt nur gegen Lieferung der Schuldverschreibungen an die Emittentin oder deren Order.1

[(5)] Vorzeitiger Rückzahlungsbetrag.

Für die Zwecke des § 9 und des Absatzes (2) dieses § 5, entspricht der vorzeitige Rückzahlungsbetrag einer Schuldverschreibung dem Rückzahlungsbetrag.

§ 6 DER FISCAL AGENT[,] [UND] [DIE ZAHLSTELLE[N]] [UND DIE BERECHNUNGSSTELLE]

(1) Bestellung; bezeichnete Geschäftsstelle. Der anfänglich bestellte Fiscal Agent [und] die anfänglich bestellte[n] [Zahlstelle[n] [und die anfänglich bestellte Berechnungsstelle] und [deren] [ihre] bezeichnete[n] Geschäftsstelle[n] laute[t][n] wie folgt:

Fiscal Agent und Zahlstelle:

Citibank, N.A.
Citigroup Centre
Canary Wharf
London E14 5LB
Vereinigtes Königreich

[Zahlstelle[n] und Luxembourg

[BNP Paribas Securities Services,

Branch

Listing Agent:] 33, rue de Gasperich

5826 Hesperange Luxemburg

[Deutsche Zahlstelle: Citigroup Global Markets Deutschland AG &

Co. KGaA

Neue Mainzer Straße 7 60323 Frankfurt am Main

Deutschland1

[Berechnungsstelle:] [Namen und bezeichnete Geschäftsstelle

einfügen]

Der Fiscal Agent [,] [und] [die Zahlstelle[n]] [und die Berechnungsstelle] [behält] [behalten] sich das Recht vor, jederzeit

[seine] [ihre] bezeichnete[n] Geschäftsstelle[n] durch eine andere bezeichnete Geschäftsstelle in derselben Stadt zu ersetzen.

(2) Änderung der Bestellung oder Abberufung. Die Emittentin behält sich das Recht vor, jederzeit die Bestellung des Fiscal Agent Joder einer Zahlstelle] [oder der Berechnungsstelle] zu ändern oder zu beenden und einen anderen Fiscal Agent oder zusätzliche oder andere Zahlstellen **[**oder eine andere Berechnungsstelle**]** zu bestellen. Die Emittentin wird zu jedem Zeitpunkt (i) einen Fiscal Agent unterhalten [im Falle von Schuldverschreibungen, die an einer Börse notiert sind, einfügen:[,] [und] (ii) solange die Schuldverschreibungen an der Luxemburger Börse notiert sind, eine Zahlstelle (die der Fiscal Agent sein kann) mit bezeichneter Geschäftsstelle in Luxemburg und/oder an solchen anderen Orten unterhalten, die die Regeln dieser Börse verlangen] [im Fall von Zahlungen in USD einfügen:[,] [und] [(iii)] falls Zahlungen bei den oder durch die Geschäftsstellen aller Zahlstellen außerhalb der Vereinigten Staaten (wie unten definiert) aufgrund der Einführung von Devisenbeschränkungen oder ähnlichen Beschränkungen hinsichtlich der vollständigen Zahlung oder des Empfangs der entsprechenden Beträge in USD widerrechtlich oder tatsächlich ausgeschlossen werden, eine Zahlstelle mit bezeichneter Geschäftsstelle in New York City unterhalten] [falls eine Berechnungsstelle bestellt werden soll, einfügen:[,] [und] [(iv)] eine Berechnungsstelle [falls die Berechnungsstelle eine bezeichnete Geschäftsstelle an einem vorgeschriebenen Ort zu unterhalten hat, einfügen: mit bezeichneter Geschäftsstelle in [vorgeschriebenen Ort einfügen]] unterhalten]. Eine Änderung, Abberufung, Bestellung oder ein sonstiger Wechsel wird nur wirksam (außer im Insolvenzfall, in dem eine solche Änderung sofort wirksam wird), sofern die Gläubiger hierüber gemäß § [12][13] vorab unter Einhaltung einer Frist von mindestens 30 und nicht mehr als 45 Tagen informiert wurden.

Für die Zwecke dieser Emissionsbedingungen bezeichnet "Vereinigte Staaten" die Vereinigten Staaten von Amerika (einschließlich deren Bundesstaaten und des District of Columbia) sowie deren Territorien (einschließlich Puerto Ricos, der U. S. Virgin Islands, Guam, American Samoa, Wake Island und Northern Mariana Islands).

(3) Erfüllungsgehilfe(n) der Emittentin. Der Fiscal Agent[,] [und] [die Zahlstelle[n]] [und die Berechnungsstelle] [handelt] [handeln] ausschließlich als Erfüllungsgehilfe[n] der Emittentin und [übernimmt] [übernehmen] keinerlei Verpflichtungen gegenüber den Gläubigern und es wird kein Auftrags- oder Treuhandverhältnis zwischen [ihm] [ihnen] und den Gläubigern begründet.

§ 7 STEUERN

Sämtliche auf die Schuldverschreibungen zu zahlenden Beträge sind ohne Einbehalt oder Abzug von oder aufgrund von gegenwärtigen oder zukünftigen Steuern oder sonstigen Abgaben gleich welcher Art zu leisten, die von oder in [im Falle von Schuldverschreibungen, die von VIF begeben werden, einfügen: den Niederlanden oder den Vereiniaten Staaten oder1 [im **Falle** von Schuldverschreibungen, die von VCI begeben werden, einfügen: [im Vereinigten Staaten oder1 **Falle** von Schuldverschreibungen, die von VCCI begeben werden, einfügen: Kanada oder den Vereinigten Staaten oder] [im Falle von Schuldverschreibungen, die von VIL begeben werden, einfügen: Luxemburg oder den Vereinigten Staaten oder] [im Falle von Schuldverschreibungen, die von Porsche Holding begeben werden, einfügen: Österreich oder den Vereinigten Staaten oder] Deutschland oder für deren Rechnung oder von oder für Rechnung einer politischen Untergliederung oder Steuerbehörde von oder in [im Falle von Schuldverschreibungen, die von VIF begeben werden, den Niederlanden oder] [im Schuldverschreibungen, die von VCI begeben werden, einfügen: den Vereinigten Staaten von Amerika oder] [im Falle von Schuldverschreibungen, die von VCCI begeben werden, einfügen: Kanada oder] [im Falle von Schuldverschreibungen, die von VIL begeben werden, einfügen: Luxemburg oder] [im Falle von Schuldverschreibungen, die von Porsche Holding begeben werden, einfügen: Österreich oder] Deutschland auferlegt oder erhoben werden, es sei denn, ein solcher Einbehalt oder Abzug ist gesetzlich vorgeschrieben. In diesem Fall wird die Emittentin diejenigen zusätzlichen Beträge (die "zusätzlichen Beträge") zahlen, die erforderlich sind, damit die den Gläubigern zufließenden Nettobeträge nach diesem Einbehalt oder Abzug jeweils den Beträgen entsprechen, die ohne einen solchen Einbehalt oder Abzug von den Gläubigern empfangen worden wären; die Verpflichtung zur Zahlung solcher zusätzlicher Beträge besteht jedoch nicht im Hinblick auf Steuern und Abgaben, die:

- (a) von einer als Depotbank oder Inkassobeauftragter des Gläubigers handelnden Person oder sonst auf andere Weise zu entrichten sind als dadurch, dass die Emittentin aus den von ihr zu leistenden Zahlungen von Kapital oder Zinsen einen Abzug oder Einbehalt vornimmt; oder
- wegen einer gegenwärtigen oder früheren persönlichen oder (b) geschäftlichen Beziehung des Gläubigers zu [im Falle von Schuldverschreibungen, die von VIF begeben werden, einfügen: den Niederlanden oder] [im Falle Schuldverschreibungen, die von VCI begeben werden, einfügen: den Vereinigten Staaten von Amerika oder] [im Falle von Schuldverschreibungen, die von VCCI begeben einfügen: Kanada oder] [im Falle Schuldverschreibungen, die von VIL begeben werden, einfügen: Luxemburg oder] **Falle** [im Porsche Holding Schuldverschreibungen, die von begeben werden, einfügen: Österreich oder] Deutschland zu zahlen sind, und nicht allein deshalb, weil Zahlungen auf die Schuldverschreibungen aus Quellen in [im Falle von Schuldverschreibungen, die von VIF begeben werden, einfügen: den Niederlanden oder] [im Falle Schuldverschreibungen, die von VCI begeben werden, einfügen: den Vereinigten Staaten von Amerika oder] [im Falle von Schuldverschreibungen, die von VCCI begeben einfügen: Kanada oder] [im Falle Schuldverschreibungen, die von VIL begeben werden, einfügen: Luxemburg oder] [im Falle Schuldverschreibungen, die von Porsche Holding begeben werden, einfügen: Österreich oder] Deutschland stammen (oder für Zwecke der Besteuerung so behandelt werden) oder dort besichert sind; oder
- (c) aufgrund (i) einer Richtlinie oder Verordnung Europäischen Union betreffend die Besteuerung Zinserträgen, welche an eine natürliche Person oder an juristische bestimmte Personen. die als sonstiae (residual Einrichtungen entities) bezeichnet werden ausgeschüttet werden oder (ii) einer zwischenstaatlichen Vereinbarung über deren Besteuerung, an der [im Falle von Schuldverschreibungen, die von VIF begeben werden, einfügen: die Niederlande oder] [im Falle Schuldverschreibungen, die von VCI begeben werden, einfügen: die Vereinigten Staaten von Amerika oder] [im

Falle von Schuldverschreibungen, die von VCCI begeben werden, einfügen: Kanada oder] [im Falle von Schuldverschreibungen, die von VIL begeben werden, einfügen: **Falle** Luxemburg oder] [im Schuldverschreibungen, die von Porsche begeben werden, einfügen: Österreich oder Deutschland oder die Europäische Union beteiligt ist, oder (iii) einer gesetzlichen Vorschrift, die diese Richtlinie, Verordnung oder Vereinbarung umsetzt oder befolgt, oder (iv) des Gesetzes vom 23. Dezember 2005, geändert durch das Gesetz vom 17 Juli 2008 bezüglich natürlicher Personen, die in Luxemburg ansässig sind, abzuziehen oder einzubehalten sind; oder (v) der Abschnitte 1471 bis 1474 des U.S. Internal Revenue Codes von 1986, in seiner jeweils gültigen Fassung, und gegenwärtigen oder zukünftigen Regelungen oder auf seiner offiziellen Auslegungen oder Verträgen unter ihm beruhen ("FATCA"); oder

- (d) aufgrund einer Rechtsänderung zahlbar sind, die später als 30 Tage nach Fälligkeit der betreffenden Zahlung von Kapital oder Zinsen oder, wenn dies später erfolgt, ordnungsgemäßer Bereitstellung aller fälligen Beträge und einer diesbezüglichen Bekanntmachung gemäß § [12][13] wirksam wird; oder
- (e) von einer Zahlstelle einbehalten oder abgezogen werden, wenn die Zahlung von einer anderen Zahlstelle ohne den Einbehalt oder Abzug hätte vorgenommen werden können[; oder][.]

Im Fall von Schuldverschreibungen, die von VCCI begeben werden, einfügen:

- [(f) von oder im Namen eines Gläubigers zu zahlen sind, mit dem die Emittentin keine gleichberechtigten Geschäfte (dealing at length) im Sinne des Kanadischen Einkommenssteuergesetzes (Income Tax Act (Canada)) tätigt, oder von oder im Namen eines Inhabers eines Talons, Rückzahlungsschein oder Zinsscheins in Bezug auf die Schuldverschreibungen zu zahlen sind, wenn entweder der Gläubiger der Schuldverschreibung oder der Inhaber des Talons, Rückzahlungsschein oder Zinsscheins in Bezug auf die Schuldverschreibungen mit der Emittentin keine gleichberechtigten Geschäfte (dealing at arm's length) im Sinne des Kanadischen Einkommenssteuergesetzes (Income Tax Act (Canada)) tätigt oder die zu zahlen sind, weil ein Teil einer der genannten Zahlungen im Rahmen des Kanadischen Einkommenssteuergesetzes (Income Tax Act (Canada)) als eine Dividendenzahlung an den Gläubiger erachtet wird;
- (g) auf Zahlungen erhoben werden, die gemäß des Entwurfs von subsection des Kanadischen 213(3.2) Einkommenssteuergesetzes (Income Tax Act (Canda)) (oder entsprechend geänderter oder verabschiedeter Entwürfe, oder entsprechender Nachfolgevorschriften) als Zinsen oder weil solche Zahlungen ganz oder teilweise als Dividenden im Sinne des Kanadischen Einkommenssteuergesetzes (Income Tax Act (Canada)) angesehen werden. Wobei subsection 213(3.2) in einem Entwurf (Notice of Ways and Means Motion) enthalten ist, der dem Bundeshaushalt beigefügt war, der vom Kanadischen Finanzminister am 11. Februar 2014 vorgelegt wurde.]

Im Fall von Schuldverschreibungen, die von VCI begeben werden einfügen: [(f) von den Vereinigten Staaten von Amerika aufgrund der Tatsache erhoben werden, dass ein Gläubiger oder wirtschaftlich Berechtigter (i) nicht in der Lage war, eine vollständige Befreigung von der Einkommensbesteuerung (einschließlich der Vorlage des einschlägigen IRS Formulars W-8 oder W-9) zu erwirken oder (ii) gegenwärtig oder in der Vergangenheit den Status eines (v) passiven Anlageunternehmens (passive investment company) im die Vereinigten Staaten, Unternehmens, das Erträge bündelt, um Einkommenssteuern in den USA (United States Federal income tax) zu vermeiden: eines im Hinblick auf die USA beherrschten ausländischen Unternehmens (controlled foreign corporation), das durch Aktienbesitz mit der Emittentin verbunden ist, (x) einer privaten Stiftung oder sonstigen steuerbefreiten Körperschaft (private foundation or other tax-exempt organisation) im Hinblick auf die USA; (y) eines "10% Anteilsinhabers" im Sinne des Paragraphen 871(h)(3)(B) or 881(c)(3)(B) des Internal Revenue Code im Hinblick auf die Emittentin; oder (z) einer Zinsen erhaltenden Bank im Sinne von Paragraph 881(c)(3)(A) des Internal Revenue Code innehat oder hatte.]

§ 8 VORLEGUNGSFRIST

Die in § 801 Absatz 1 Satz 1 BGB bestimmte Vorlegungsfrist wird für die Schuldverschreibungen auf zehn Jahre verkürzt.

§ 9 KÜNDIGUNG

- (1) Kündigungsgründe. Jeder Gläubiger ist berechtigt, seine sämtlichen Forderungen aus den Schuldverschreibungen ganz oder teilweise durch Kündigung gegenüber dem Fiscal Agent fällig zu stellen und Rückzahlung zu ihrem vorzeitigen Rückzahlungsbetrag (wie in § 5 beschrieben), zuzüglich etwaiger bis zum Tage der Rückzahlung aufgelaufener Zinsen zu verlangen, falls:
- (a) die Emittentin Kapital oder Zinsen nicht innerhalb von 30 Tagen nach dem betreffenden Fälligkeitstag zahlt; oder
- (b) die Emittentin die ordnungsgemäße Erfüllung irgendeiner anderen Verpflichtung aus den Schuldverschreibungen [falls die Schuldverschreibungen von VIF, VCI, VCCI, VIL oder Porsche Holding begeben werden, einfügen: oder die Garantin die Erfüllung einer Verpflichtung aus der Garantie, auf die in § 2 Bezug genommen wird,] unterlässt und diese Unterlassung nicht geheilt werden kann oder, falls sie geheilt werden kann, länger als 90 Tage fortdauert, nachdem der Fiscal Agent hierüber eine Benachrichtigung von einem Gläubiger erhalten hat; oder
- (c) die Emittentin [falls die Schuldverschreibungen von VIF, VCI, VCCI, VIL oder Porsche Holding begeben werden, einfügen: oder die Garantin] ihre Zahlungsunfähigkeit bekanntgibt; oder
- (d) ein Gericht ein Konkurs- oder anderes Insolvenzverfahren gegen die Emittentin [falls die Schuldverschreibungen von VIF, VCI, VCCI, VIL oder Porsche Holding begeben werden, einfügen: oder die Garantin] eröffnet, oder ein Verfahren eröffnet wird, welches nicht innerhalb von 60 Tagen beendet oder eingestellt wird oder die Emittentin [falls die Schuldverschreibungen von VIF, VCI, VCCI, VIL oder Porsche Holding begeben werden, einfügen: oder die Garantin] ein solches Verfahren einleitet oder beantragt oder eine allgemeine Schuldenregelung zugunsten ihrer Gläubiger anbietet oder trifft [falls die Schuldverschreibungen von VIF begeben werden, einfügen: oder die Emittentin ein "surseance van betaling" (im Sinne des niederländischen Insolvenzrechts) beantragt]; oder

(e) die Emittentin [falls die Schuldverschreibungen von VIF, VCI, VCCI, VIL oder Porsche Holding begeben werden, einfügen: oder die Garantin] in Liquidation tritt, es sei denn, dies geschieht im Zusammenhang mit einer Verschmelzung oder einer anderen Form des Zusammenschlusses mit einer anderen Gesellschaft und diese Gesellschaft übernimmt alle Verpflichtungen, die die Emittentin **Ifalls** Schuldverschreibungen von VIF, VCI, VCCI, VIL oder Porsche Holding begeben werden, einfügen: oder die Garantin] im Zusammenhang diesen mit Schuldverschreibungen eingegangen ist[; oder][.]

Im Fall von Schuldverschreibungen, die von VIF, VIL, VCI, VCCI und Porsche Holding begeben werden einfügen, wenn anwendbar:

[(f) die Garantie, gleich aus welchem Grund, nicht mehr in vollem Umfang rechtswirksam ist.]

Das Kündigungsrecht erlischt, falls der Kündigungsgrund vor Ausübung des Rechts geheilt wurde.

- (2) *Quorum.* Im Falle von Absatz (1) (b) wird eine Kündigung, sofern nicht bei deren Eingang zugleich einer der in Absatz (1)(a) und (1)(c) bis (1)(e) bezeichneten Kündigungsgründe vorliegt, erst wirksam, wenn bei dem Fiscal Agent Kündigungserklärungen von Gläubigern von Schuldverschreibungen im Nennbetrag von mindestens ¹/₁₀ der dann ausstehenden Schuldverschreibungen eingegangen sind.
- (3) Benachrichtigung. Eine Benachrichtigung, einschließlich einer Kündigung der Schuldverschreibungen gemäß vorstehendem Absatz (1) ist schriftlich in deutscher oder englischer Sprache gegenüber dem Fiscal Agent zu erklären und persönlich oder per Einschreiben an dessen bezeichnete Geschäftsstelle zu übermitteln. Der Benachrichtigung ist ein Nachweis beizufügen, aus dem sich ergibt, dass der betreffende Gläubiger zum Zeitpunkt der Abgabe der Benachrichtigung Inhaber der betreffenden Schuldverschreibung ist. Der Nachweis kann durch eine Bescheinigung der Depotbank (wie in § 14 Absatz (3) definiert) oder auf andere geeignete Weise erbracht werden.

[§ 10 ERSETZUNG

Im Falle von Schuldverschreibungen, die von VWAG, VIF, VCCI, VIL und Porsche Holding begeben werden, einfügen:

- (1) Ersetzung. Die Emittentin ist jederzeit berechtigt, sofern sie sich nicht mit einer Zahlung von Kapital oder Zinsen auf die Schuldverschreibungen in Verzug befindet, ohne Zustimmung der Gläubiger [falls die Schuldverschreibungen von VIF, VCCI, VIL oder Porsche Holding begeben werden, einfügen: entweder die Garantin oder] eine Tochtergesellschaft (wie nachstehend definiert) [im Fall von Schuldverschreibungen, die von VWAG begeben werden. einfügen: der Emittentin] [falls Schuldverschreibungen von VIF, VCCI, VIL oder Porsche Holding begeben werden, einfügen: der Garantin] an ihrer Stelle als Hauptschuldnerin (die "Nachfolgeschuldnerin") für alle im Verpflichtungen aus und Zusammenhang mit diesen Schuldverschreibungen einzusetzen, sofern:
- (a) die Nachfolgeschuldnerin in der Lage ist, sämtliche sich aus oder im Zusammenhang mit diesen Schuldverschreibungen ergebenen Zahlungsverpflichtungen ohne die Notwendigkeit eines Einbehalts von irgendwelchen Steuern oder Abgaben an der Quelle zu erfüllen sowie die hierzu erforderlichen Beträge ohne Beschränkungen an den Fiscal Agent übertragen können;

- (b) die Nachfolgeschuldnerin alle Verpflichtungen der Emittentin aus oder im Zusammenhang mit diesen Schuldverschreibungen übernimmt;
- (c) die Nachfolgeschuldnerin sich verpflichtet, jedem Gläubiger alle Steuern, Gebühren oder Abgaben zu erstatten, die ihm in Folge der Ersetzung durch die Nachfolgeschuldnerin auferlegt werden:
- (d) sichergestellt ist, dass sich die Verpflichtungen der [im Falle von Schuldverschreibungen, die von VWAG begeben werden, einfügen: Emittentin] [falls die Schuldverschreibungen von VIF, VCCI, VIL oder Porsche Holding begeben werden, einfügen: Garantin] aus der Garantie des Debt Issuance Programms der Emittentinnen auch auf die Schuldverschreibungen der Nachfolgeschuldnerin erstrecken;
- (e) dem Fiscal Agent jeweils eine Bestätigung bezüglich der betroffenen Rechtsordnungen von anerkannten Rechtsanwälten vorgelegt wird, dass die Bestimmungen in den vorstehenden Unterabsätzen (a), (b), (c) und (d) erfüllt wurden; und
- (f) es sich bei der Nachfolgeschuldnerin nicht um die VW Credit, Inc. handelt.

Im Sinne dieser Bedingungen bedeutet "**Tochtergesellschaft**" eine Kapital- oder Personengesellschaft, an der die Volkswagen Aktiengesellschaft direkt oder indirekt insgesamt mehr als 90% des Kapitals jeder Klasse oder der Stimmrechte hält.

- (2) Bekanntmachung. Jede Ersetzung ist gemäß § [12][13] bekannt zu machen.
- (3) Änderung von Bezugnahmen. Im Fall einer Ersetzung gilt jede Bezugnahme in diesen Emissionsbedingungen auf die Emittentin ab dem Zeitpunkt der Ersetzung als Bezugnahme auf die Nachfolgeschuldnerin und jede Bezugnahme auf das Land, in dem die Emittentin ihren Sitz oder Steuersitz hat, gilt ab diesem Zeitpunkt als Bezugnahme auf das Land, in dem die Nachfolgeschuldnerin ihren Sitz oder Steuersitz hat. Des weiteren gilt im Fall einer Ersetzung folgendes:

Im Falle von Schuldverschreibungen, die von VWAG begeben werden, einfügen:

- [(a) in § 7 und § 5 Absatz (2) gilt eine alternative Bezugnahme auf Deutschland als aufgenommen (zusätzlich zu der Bezugnahme nach Maßgabe des vorstehenden Satzes auf das Land, in dem die Nachfolgeschuldnerin ihren Sitz oder Steuersitz hat);
- (b) in § 9 Absatz (1)(c) bis (g) gilt eine alternative Bezugnahme auf die Emittentin in ihrer Eigenschaft als Garantin als aufgenommen (zusätzlich zu der Bezugnahme auf die Nachfolgeschuldnerin).]

Im Falle von Schuldverschreibungen, die von VIF begeben werden, einfügen:

Im Falle von Schuldverschreibungen, die von VCCI begeben werden, einfügen: [In § 7 und § 5 Absatz (2) gilt eine alternative Bezugnahme auf die Niederlande als aufgenommen (zusätzlich zu der Bezugnahme nach Maßgabe des vorstehenden Satzes auf das Land, in dem die Nachfolgeschuldnerin ihren Sitz oder Steuersitz hat).]

[In § 7 und § 5 Absatz (2) gilt eine alternative Bezugnahme auf Kanada als aufgenommen (zusätzlich zu der Bezugnahme nach Maßgabe des vorstehenden Satzes auf das Land, in dem die Nachfolgeschuldnerin ihren Sitz oder Steuersitz hat).]]

Im Falle von Schuldverschreibungen, die von VIL begeben werden, einfügen:

Im Falle von Schuldverschreibungen, die von Porsche Holding begeben werden, einfügen: [In § 7 und § 5 Absatz (2) gilt eine alternative Bezugnahme auf Luxemburg als aufgenommen (zusätzlich zu der Bezugnahme nach Maßgabe des vorstehenden Satzes auf das Land, in dem die Nachfolgeschuldnerin ihren Sitz oder Steuersitz hat).]]

[In § 7 und § 5 Absatz (2) gilt eine alternative Bezugnahme auf Österreich als aufgenommen (zusätzlich zu der Bezugnahme nach Maßgabe des vorstehenden Satzes auf das Land, in dem die Nachfolgeschuldnerin ihren Sitz oder Steuersitz hat).]]

§ [10][11] BEGEBUNG WEITERER SCHULDVERSCHREIBUNGEN, ANKAUF UND ENTWERTUNG

- (1) Begebung weiterer Schuldverschreibungen. Die Emittentin ist berechtigt, jederzeit ohne Zustimmung der Gläubiger weitere Schuldverschreibungen mit gleicher Ausstattung (gegebenenfalls mit Ausnahme des Tags der Begebung, des Verzinsungsbeginns und/oder des Ausgabepreises) in der Weise zu begeben, dass sie mit diesen Schuldverschreibungen eine einheitliche Serie bilden.
- (2) Ankauf. Die Emittentin ist berechtigt, jederzeit Schuldverschreibungen im Markt oder anderweitig zu jedem beliebigen Preis zu kaufen. Die von der Emittentin erworbenen Schuldverschreibungen können nach Wahl der Emittentin von ihr gehalten, weiterverkauft oder bei dem Fiscal Agent zwecks Entwertung eingereicht werden. Sofern diese Käufe durch öffentliches Angebot erfolgen, muss dieses Angebot allen Gläubigern gemacht werden.
- (3) Entwertung. Sämtliche vollständig zurückgezahlten Schuldverschreibungen sind unverzüglich zu entwerten und können nicht wiederbegeben oder wiederverkauft werden.

§ [11] [12]

ÄNDERUNG DER ANLEIHEBEDINGUNGEN, GEMEINSAMER VERTRETER[,ÄNDERUNG DER GARANTIE]

- (1) Änderung der Anleihebedingungen. Die Gläubiger können entsprechend den Bestimmungen des Gesetzes Schuldverschreibungen Gesamtemissionen (Schuldverschreibungsgesetz - "SchVG") durch einen Beschluss mit der in Absatz 2 bestimmten Mehrheit über einen im SchVG zugelassenen Gegenstand eine Änderung der Anleihebedingungen mit der Emittentin vereinbaren. Die Mehrheitsbeschlüsse der Gläubiger Gläubiger gleichermaßen verbindlich. alle Mehrheitsbeschluss der Gläubiger, der nicht gleiche Bedingungen für alle Gläubiger vorsieht, ist unwirksam, es sei denn die benachteiligten Gläubiger stimmen ihrer Benachteiligung ausdrücklich zu.
- (2) Mehrheitserfordernisse. Die Gläubiger entscheiden mit einer Mehrheit von [75] % der an der Abstimmung teilnehmenden Stimmrechte. Beschlüsse, durch welche der wesentliche Inhalt der Anleihebedingungen nicht geändert wird und die keinen Gegenstand der § 5 Absatz 3, Nr. 1 bis Nr. 8 des SchVG betreffen, bedürfen zu ihrer Wirksamkeit einer einfachen Mehrheit der an der Abstimmung teilnehmenden Stimmrechte.
- (3) Abstimmung ohne Versammlung. Alle Abstimmungen werden ausschließlich im Wege der Abstimmung ohne Versammlung durchgeführt. Eine Gläubigerversammlung und eine Übernahme der Kosten für eine solche Versammlung durch die Emittentin findet ausschließlich im Fall des § 18 Absatz 4, Satz 2 SchVG statt.
- (4) Leitung der Abstimmung. Die Abstimmung wird von einem von der Emittentin beauftragten Notar oder, falls der gemeinsame Vertreter zur

Abstimmung aufgefordert hat, vom gemeinsamen Vertreter geleitet.

(5) Stimmrecht. An Abstimmungen der Gläubiger nimmt jeder Gläubiger nach Maßgabe des Nennwerts oder des rechnerischen Anteils seiner Berechtigung an den ausstehenden Schuldverschreibungen teil.

Falls kein gemeinsamer Vertreter in den Bedingungen bestellt wird, einfügen: (6) Gemeinsamer Vertreter. Die Gläubiger können durch Mehrheitsbeschluss zur Wahrnehmung ihrer Rechte einen gemeinsamen Vertreter für alle Gläubiger bestellen.

Im Fall der Bestellung des gemeinsamen Vertreters in den Bedingungen, einfügen: (6) Gemeinsamer Vertreter. Gemeinsamer Vertreter ist [●]. Die Haftung des gemeinsamen Vertreters ist auf das Zehnfache seiner jährlichen Vergütung beschränkt, es sei denn, dem gemeinsamen Vertreter fällt Vorsatz oder grobe Fahrlässigkeit zur Last.

Der gemeinsame Vertreter hat die Aufgaben und Befugnisse, welche ihm durch Gesetz oder von den Gläubigern durch Mehrheitsbeschluss eingeräumt wurden. Er hat die Weisungen der Gläubiger zu befolgen. Soweit er zur Geltendmachung von Rechten der Gläubiger ermächtigt ist, sind die einzelnen Gläubiger zur selbständigen Geltendmachung dieser Rechte nicht befugt, es sei denn der Mehrheitsbeschluss sieht dies ausdrücklich vor. Über seine Tätigkeit hat der gemeinsame Vertreter den Gläubigern zu berichten. Für die Abberufung und die sonstigen Rechte und Pflichten des gemeinsamen Vertreters gelten die Vorschriften des SchVG.

Im Falle von Schuldverschreibungen, die von VIF, VCI, VCCI, VIL oder Porsche Holding begeben werden, einfügen:

(7) Änderung der Garantie. Die oben aufgeführten auf die Schuldverschreibungen anwendbaren Bestimmungen finden sinngemäß auf die Bestimmungen der Garantie der Volkswagen Aktiengesellschaft Anwendung.

§ [12][13] MITTEILUNGEN

Im Falle von Schuldverschreibungen, die von VWAG begeben werden, einfügen:

[Alle die Schuldverschreibungen betreffenden Mitteilungen sind im Bundesanzeiger zu veröffentlichen. Jede derartige Mitteilung gilt am dritten Kalendertag nach dem Tag der Veröffentlichung (oder bei mehreren Veröffentlichungen am dritten Tag nach dem Tag der ersten solchen Veröffentlichung) als wirksam erfolgt.] [Im Fall von Schuldverschreibungen, die an der Luxemburger Börse notiert sind, einfügen: Solange die Schuldverschreibungen an der Luxemburger Wertpapierbörse gelistet sind und die Regeln und Vorschriften der Luxemburger Wertpapierbörse dies erfordern, erfolgen alle die Schuldverschreibungen betreffenden Mitteilungen durch elektronische Publikation auf der Website der Luxemburger Börse (www.bourse.lu). Jede Mitteilung gilt am dritten Tag nach dem Tag der Veröffentlichung als wirksam erfolgt.]

Falls die Schuldverschreibungen von VIF, VCI, VCCI, VIL oder Porsche Holding begeben werden, einfügen:

[Im Fall von Schuldverschreibungen, die an einer Börse notiert sind. einfügen: (1) Bekanntmachung. Solange Schuldverschreibungen an der [Official List der] Luxemburger Wertpapierbörse gelistet sind und die Regeln und Vorschriften der Luxemburger Wertpapierbörse dies erfordern, erfolgen alle die Schuldverschreibungen betreffenden Mitteilungen elektronische Publikation auf der Website der Luxemburger Börse (www.bourse.lu). Jede Mitteilung gilt am dritten Tag nach dem Tag der Veröffentlichung als wirksam erfolgt.] [Im Fall von VIF begebenen Schuldverschreibungen, die an einer Börse notiert sind. einfügen: (1) Bekanntmachung. Schuldverschreibungen betreffenden Mitteilungen sind in einer führenden Tageszeitung mit allgemeiner Verbreitung in Luxemburg,

voraussichtlich dem Luxemburger Wort zu veröffentlichen. Jede derartige Mitteilung gilt am dritten Tag nach dem Tag der Veröffentlichung (oder bei mehreren Veröffentlichungen am dritten Tag nach dem Tag der ersten solchen Veröffentlichung) als wirksam erfolgt.]

[(2)] Mitteilungen an das Clearing System.

[Im Fall von Schuldverschreibungen, die nicht notiert sind, einfügen: Die Emittentin wird alle die Schuldverschreibungen betreffenden Mitteilungen an das Clearing System zur Weiterleitung an die Gläubiger übermitteln. Jede derartige Mitteilung gilt am siebten Tag nach dem Tag der Mitteilung an das Clearing System als den Gläubigern mitgeteilt.]

[Im Fall von Schuldverschreibungen, die an der Luxemburger Börse notiert sind, einfügen: Solange Schuldverschreibungen an der Luxemburger Börse notiert sind, findet Absatz (1) Anwendung. Soweit dies Mitteilungen über den Zinssatz betrifft oder die Regeln der Luxemburger Börse es zulassen, kann die Emittentin eine Veröffentlichung nach Absatz (1) durch eine Mitteilung an das Clearing System zur Weiterleitung an die Gläubiger ersetzen; jede derartige Mitteilung gilt am siebten Tag nach dem Tag der Mitteilung an das Clearing System als den Gläubigern mitgeteilt.]

§ [13][14] ANWENDBARES RECHT, GERICHTSSTAND[, ÄNDERUNGEN DER EMISSIONSBEDINGUNGEN UND GEMEINSAMER VERTRETER,] [UND] GERICHTLICHE GELTENDMACHUNG

- (1) Anwendbares Recht. [Form und Inhalt der][Die] Schuldverschreibungen [sowie][, einschließlich] die Rechte und Pflichten der Gläubiger und der Emittentin [bestimmen sich][unterliegen] in jeder Hinsicht [nach] deutschem Recht[im Fall von Schuldverschreibungen, die von der VIL emittiert werden, einfügen: die Artikel 86 bis 94-8 des Luxemburger Gesetzes vom 10. August 1915 über gewerbliche Unternehmen (Loi Concernant les Sociétés Commerciales) in seiner jeweils geltenden Fassung sind ausdrücklich ausgeschlossen].
- (2) Gerichtsstand. Nicht ausschließlich zuständig für sämtliche im Zusammenhang mit den Schuldverschreibungen entstehenden Klagen oder sonstige Verfahren ("Rechtsstreitigkeiten") ist das Landgericht Frankfurt am Main. Die Gläubiger können ihre Ansprüche jedoch auch vor anderen zuständigen Gerichten geltend machen. Die deutschen Gerichte sind ausschließlich zuständig für die Kraftloserklärung abhanden gekommener oder vernichteter Schuldverschreibungen. Die Emittentin unterwirft sich hiermit der Gerichtsbarkeit der nach diesem Absatz zuständigen Gerichte.

Das Amtsgericht Frankfurt am Main ist gemäß § 9 Abs. 3 SchVG zuständig für alle Verfahren nach §§ 9 Abs. 2, 13 Abs. 3 und 18 Abs. 2 SchVG und das Landgericht Frankfurt am Main ist gemäß § 20 Abs. 3 SchVG ausschließlich zuständig für Klagen im Zusammenhang mit der Anfechtung von Beschlüssen der Anleihegläubiger.

Im Falle von Schuldverschreibungen, die von VIF, VCI, VCCI, VIL oder Porsche Holding begeben werden, einfügen:

Im Falle von Schuldverschreibungen, die von VWAG begeben werden, einfügen:

Im Falle von Schuldverschreibungen, die von VIF, VCI, VCCI, VIL oder Das Amtsgericht Wolfsburg ist gemäß § 9 Abs. 3 SchVG zuständig für alle Verfahren nach §§ 9 Abs. 2, 13 Abs. 3 und 18 Abs. 2 SchVG und das Landgericht Braunschweig ist gemäß § 20 Abs. 3 SchVG ausschließlich zuständig für Klagen im Zusammenhang mit der Anfechtung von Beschlüssen der Anleihegläubiger.

[(3) Bestellung von Zustellungsbevollmächtigten. Für etwaige Rechtsstreitigkeiten vor deutschen Gerichten bestellt die Emittentin die Volkswagen Aktiengesellschaft, Berliner Ring 2, 38440 Porsche begeben einfügen:

Holding werden,

Wolfsburg, Deutschland, zu ihrer Zustellungsbevollmächtigten in Deutschland.]

[(4)] Gerichtliche Geltendmachung. Jeder Gläubiger Schuldverschreibungen ist berechtigt, in jedem Rechtsstreit gegen die Emittentin oder in jedem Rechtsstreit, in dem der Gläubiger und Emittentin Partei sind. seine Rechte aus Schuldverschreibungen im eigenen Namen auf der folgenden Grundlage zu schützen oder geltend zu machen: (i) er bringt eine Bescheinigung der Depotbank bei, bei der er für die Schuldverschreibungen ein Wertpapierdepot unterhält, welche (a) den vollständigen Namen und die vollständige Adresse des Gläubigers enthält. (b) den Gesamtnennbetrag Schuldverschreibungen bezeichnet, die unter dem Datum der Bestätigung auf dem Wertpapierdepot verbucht sind und (c) bestätigt, dass die Depotbank gegenüber dem Clearing System eine schriftliche Erklärung abgegeben hat, die die vorstehend unter (a) und (b) bezeichneten Informationen enthält; und (ii) er legt eine Kopie betreffenden Schuldverschreibungen der verbriefenden Globalurkunde vor, deren Übereinstimmung mit dem Original eine vertretungsberechtigte Person des Clearing Systems oder des Verwahrers des Clearing Systems bestätigt hat, ohne dass eine Vorlage der Originalbelege oder der die Schuldverschreibungen verbriefenden Globalurkunde in einem solchen Verfahren erforderlich wäre. Für die Zwecke des Vorstehenden bezeichnet "Depotbank" jede Bank oder ein sonstiges anerkanntes Finanzinstitut, das berechtigt ist, das Wertpapierverwahrungsgeschäft zu betreiben und bei der/dem der Gläubiger ein Wertpapierdepot für Schuldverschreibungen unterhält, einschließlich des Clearing Systems. Unbeschadet des Vorstehenden kann jeder Gläubiger seine Rechte aus den Schuldverschreibungen auch auf jede andere Weise schützen oder geltend machen, die im Land des Rechtsstreits prozessual zulässig ist.

§ [14][15] SPRACHE

Falls die Emissionsbedingungen in deutscher Sprache mit einer Übersetzung in die englische Sprache abgefasst sind, einfügen:

Falls die Emissionsbedingungen in englischer Sprache mit einer Übersetzung in die deutsche Sprache abgefasst sind, einfügen:

Falls die Emissionsbedingungen ausschließlich in deutscher Sprache abgefasst sind, einfügen:

[Diese Emissionsbedingungen sind in deutscher Sprache abgefasst. Eine Übersetzung in die englische Sprache ist beigefügt. Der deutsche Text ist bindend und maßgeblich. Die Übersetzung in die englische Sprache ist unverbindlich.]

[Diese Emissionsbedingungen sind in englischer Sprache abgefasst. Eine Übersetzung in die deutsche Sprache ist beigefügt. Der englische Text ist bindend und maßgeblich. Die Übersetzung in die deutsche Sprache ist unverbindlich.]

[Diese Emissionsbedingungen sind ausschließlich in deutscher Sprache abgefasst.]

OPTION II – Emissionsbedingungen für Inhaberschuldverschreibungen mit variabler Verzinsung

Diese Serie von Schuldverschreibungen wird gemäß einem geänderten und neugefassten Agency Agreement datiert auf oder um den 2. Mai 2014 (das "Agency Agreement") zwischen Volkswagen Aktiengesellschaft ("VWAG"), Volkswagen International Finance N. V. ("VIF"), VW Credit, Inc. ("VCI"), VW Credit Canada, Inc. / Crédit VW Canada, Inc. ("VCCI"), Volkswagen International Luxemburg S.A. ("VIL") und Porsche Holding Gesellschaft m.b.H. ("Porsche Holding") (einzeln jeweils die "Emittentin" und zusammen die "Emittentinnen") und der Citibank, N.A. als Fiscal Agent (der "Fiscal Agent", wobei dieser Begriff jeden Nachfolger des Fiscal Agent gemäß dem Agency Agreement einschließt) und den anderen darin genannten Parteien begeben. Kopien des Agency Agreement können kostenlos bei der bezeichneten Geschäftsstelle des Fiscal Agent nach angemessener vorheriger Nachfrage und bei den bezeichneten Geschäftsstellen einer jeden Zahlstelle sowie am Sitz einer jeden Emittentin bezogen werden. [Im Falle von Schuldverschreibungen, die von VIF, VCI, VCCI, VIL oder Porsche Holding begeben werden, einfügen: Die Schuldverschreibungen sind mit einer unbedingten unwiderruflichen Garantie der Volkswagen Aktiengesellschaft (die "Garantin") versehen.]

EMISSIONSBEDINGUNGEN DER INHABERSCHULDVERSCHREIBUNGEN (DEUTSCHE FASSUNG)

§ 1 WÄHRUNG, STÜCKELUNG, FORM, DEFINITIONEN

- (1) Währung; Stückelung. Diese Serie der Schuldverschreibungen (die "Schuldverschreibungen") der [Emittentin einfügen] (die "Emittentin") wird in [festgelegte Währung einfügen] (die "festgelegte Währung") im Gesamtnennbetrag [Falls die Globalurkunde eine NGN ist, einfügen: (vorbehaltlich § 1 Absatz (6))] von [Gesamtnennbetrag einfügen] (in Worten: [Gesamtnennbetrag in Worten einfügen]) in [einer] Stückelung[en] von [festgelegte Stückelung[en] einfügen] (die "festgelegte[n] Stückelung[en]") begeben.
- [(2) Form. Die Schuldverschreibungen lauten auf den Inhaber und sind durch eine oder mehrere Globalurkunden verbrieft (jeweils eine "Globalurkunde").]
- [(2) Form, Eigentum und Übertragung. Die Schuldverschreibungen lauten auf den Inhaber und werden durch eine Globalurkunde verbrieft, die von CDS & CO. im Auftrag von CDS Clearing and Depository Services Inc. ("CDS") verwahrt und von CDS gehalten werden (die "Dauerglobalurkunde"). Das wirtschaftliche Eigentum an der Dauerglobalurkunde wird durch Buchungserfassungskonten (book-entry accounts) der Finanzinstitute vermittelt, die im Namen der wirtschaftlichen Eigentümer handeln und direkte oder indirekte Teilnehmer an CDS sind. Investoren können nach ihrer Wahl ihre Anteile an der Dauerglobalurkunde in Kanada durch CDS, oder in Europa durch Clearstream Luxemburg oder Euroclear unmittelbar halten, wenn sie Teilnehmer an diesen Systemen sind oder mittelbar durch Organisationen, die Teilnehmer an diesen Systemen sind. Clearstream, Luxemburg und Euroclear werden Anteile im Namen ihrer Teilnehmer durch Wertpapierkonten in ihrem eigenen Namen bei den kanadischen Subcustodians halten, die jeweils amtlich zugelassene kanadische Banken sind (Canadian Schedule I

Im Falle von Schuldverschreibungen, die nicht auf CAD lauten und von CDS gehalten werden:

Im Falle von Schuldverschreibungen, die auf CAD lauten und von CDS gehalten werden: chartered Bank) ("Kanadische Subcustodians"). Die Kanadischen Subcustodians werden diese Anteile ihrerseits wiederum durch Wertpapierkonten im eigenen Namen bei CDS halten.

Unbeschadet der Emissionsbedingungen ist CDS & CO., oder jede andere von CDS benannte Stelle, solange die Dauerglobalurkunde noch Schuldverschreibung verbrieft von der Emittentin, dem Fiscal Agent und jeder anderen Zahlstelle für alle Zwecke als einziger Eigentümer und Gläubiger dieser Schuldverschreibung zu behandeln. Zahlungen von Kapital und Zinsen auf die Dauerglobalurkunde werden im Namen der Emittentin vom Fiscal Agent (mittels einer elektronischen Überweisung an die Korrespondenzbank in Toronto (Citibank, Toronto)) an CDS & CO., oder jede andere von CDS benannte Stelle, geleistet und CDS wird die erhaltenen Zahlungen an das zuständige Clearing System verteilen.

Einzelurkunden

Kein wirtschaftlicher Eigentümer der Schuldverschreibungen hat, außer in den von der Dauerglobalurkunde vorgesehenen, sowie den untenstehenden beschränkten Fällen, einen Anspruch darauf, eine verkörperte Einzelurkunde zu erhalten.

Die Emittentin wird Einzelurkunden verbriefen oder verbriefen lassen und die Dauerglobalurkunde durch sie ersetzen, wenn die Schuldverschreibungen, die durch die Dauerglobalurkunde verkörpert werden, von oder für CDS gehalten werden und (i) CDS die Emittentin benachrichtigt hat, dass sie nicht gewillt oder nicht in der Lage ist weiter Hinterlegungsstelle für die Schuldverschreibungen zu sein und die Emittentin 90 Werktage nach Erhalt einer solchen Benachrichtigung keine Nachfolge-Hinterlegungsstelle benannt hat; oder (ii) CDS aufhört eine nach dem Wertpapiergesetz von Ontario (Securities Act (Ontario)) anerkannte Clearingstelle oder eine Selbstregulierungsorganisation (self-regulatory Organisation) nach dem Wertpapiergesetz von Québec (Securities Act (Québec)) oder einer anderen kanadischen Wertpapiervorschrift zu sein und kein anderes für die Emittentin zufriedenstellendes Clearingsystem innerhalb von 90 Tagen nach Kenntniserlangung der Emittentin vom Verlust der oben benannten Eigenschaft seitens der CDS benannt wird

Unmittelbare Rechte

Unmittelbare Rechte können nur in Übereinstimmung mit den Emissionsbedingungen und den Verfahren von CDS ausgeübt werden.

(3) Dauerglobalurkunde. Die Schuldverschreibungen sind durch eine Dauerglobalurkunde (die "Dauerglobalurkunde") ohne Zinsscheine verbrieft, die für Zwecke der Bundeseinkommenssteuer der Vereinigten Staaten als Namenspapier betrachtet wird. Die Dauerglobalurkunde trägt die eigenhändigen Unterschriften zweier ordnungsgemäß bevollmächtigter Vertreter der Emittentin und ist von dem Fiscal Agent oder in dessen Namen mit einer Kontrollunterschrift versehen. Einzelurkunden und Zinsscheine werden nicht ausgegeben.

Bruchteilseigentumsansprüche an jeder Dauerglobalurkunde werden in dem Register des jeweiligen Clearing Systems ausgewiesen und die Übertragung von Eigentum erfolgt nur durch Buchung und Eintragung in das Register des jeweiligen Clearing Systems. Außer in begrenzten Fällen darf das Clearing System eine Dauerglobalurkunde nur an eine Nachfolgeverwahrstelle übertragen, und

Im Falle von Schuldverschreibungen, die von VCI begeben werden einfügen: Im Falle von Schuldverschreibungen, die von nicht VCI begeben werden und die durch eine Dauerglobalurkunde verbrieft sind, einfügen:

Im Falle von Schuldverschreibungen, die anfänglich durch eine vorläufige Globalurkunde verbrieft sind, einfügen: Bruchteilseigentum an einer Dauerglobalurkunde ist nicht in eine Einzelurkunde austauschbar. Das jeweilige Clearing System muss CBF sein, es sei denn ein anderes Clearing System hat eine Vereinbarung über ein Erfasssungssystem (book-entry agreement) getroffen oder eine anderweitige Dematerialisierung von Schuldverschreibungen unter dem U.S. Steuerrecht wurde adressiert.

Zinszahlungen erfolgen auf diese von der VCI begebenen Schuldverschreibungen nur nach Lieferung der Bestätigung über das Nichtbestehen U. S.-amerikanischen wirtschaftlichen Eigentums gemäß U.S. Treas. Reg. § 1.871-14©(2) (grundsätzlich ein geeignetes IRS Formular W-8) an die für die Einbehaltung zuständige Stelle(withholding agent).

(3) Dauerglobalurkunde.

Die Schuldverschreibungen sind durch eine Dauerglobalurkunde (die "Dauerglobalurkunde") ohne Zinsscheine verbrieft. Die Dauerglobalurkunde trägt die eigenhändigen Unterschriften zweier ordnungsgemäß bevollmächtigter Vertreter der Emittentin und ist von dem Fiscal Agent oder in dessen Namen mit einer Kontrollunterschrift versehen.]

- [(3) Vorläufige Globalurkunde Austausch.
- (a) Die Schuldverschreibungen sind anfänglich durch eine vorläufige Globalurkunde (die "vorläufige Globalurkunde") ohne Zinsscheine verbrieft. Die vorläufige Globalurkunde wird Schuldverschreibungen in den festaeleaten Stückelungen, die durch eine Dauerglobalurkunde (die "Dauerglobalurkunde") ohne Zinsscheine verbrieft sind, ausgetauscht. Die vorläufige Globalurkunde und die Dauerglobalurkunde tragen jeweils die eigenhändigen Unterschriften zweier ordnungsgemäß bevollmächtigter Vertreter der Emittentin und sind jeweils von dem Fiscal Agent oder in dessen Namen mit einer Kontrollunterschrift versehen. Einzelurkunden und Zinsscheine werden nicht ausgegeben.
- (b) Die vorläufige Globalurkunde wird an einem Tag (der "Austauschtag") gegen die Dauerglobalurkunde ausgetauscht, der nicht mehr als 180 Tage nach dem Tag der Begebung der durch die vorläufige Globalurkunde verbrieften Schuldverschreibungen liegt. Der Austauschtag darf nicht weniger als 40 Tage nach dem Tag der Begebung liegen. Ein solcher Austausch darf nach Vorlage nur von Bescheinigungen erfolgen, wonach oder der die wirtschaftlichen Eigentümer vorläufige der durch die Globalurkunde verbrieften Schuldverschreibungen U. S.-Personen (ausgenommen bestimmte Finanzinstitute oder bestimmte Personen, die Schuldverschreibungen über solche Finanzinstitute halten) sind. Zinszahlungen auf durch Globalurkunde vorläufige Schuldverschreibungen erfolgen erst nach Vorlage solcher Bescheinigungen. Eine gesonderte Bescheinigung ist für jede solche Zinszahlung erforderlich. Jede Bescheinigung, die am oder nach dem 40. Tag nach dem Tag der Ausgabe der durch die vorläufige Globalurkunde verbrieften Schuldverschreibungen eingeht, wird als ein Ersuchen behandelt werden, diese vorläufige Globalurkunde gemäß Absatz (b) dieses § 1 Absatz (3) auszutauschen. Wertpapiere, die im Austausch für die vorläufige Globalurkunde geliefert werden, dürfen nur außerhalb der Vereinigten Staaten (wie in § 6 Absatz (2) definiert) geliefert werden.]
- (4) Clearing System. Die Globalurkunde, die die

Schuldverschreibungen verbrieft, wird von einem oder für ein Clearing System verwahrt. "Clearing System" bedeutet [bei mehr als einem Clearing System einfügen: jeweils] folgendes: [Clearstream Banking AG, 60485 Frankfurt am Main, Germany ("CBF")] [Clearstream Banking, société anonyme, 42 Avenue JF Kennedy, L-1855 Luxembourg, Luxembourg ("CBL")] [Euroclear Bank SA/NV, Boulevard du Roi Albert II, 1210 Brussels, Belgium ("Euroclear")] [(CBL und Euroclear jeweils ein "ICSD" und zusammen die "ICSDs")] [,] [und] [anderes Clearing System angeben] sowie jeder Funktionsnachfolger.

Im Fall von Schuldverschreibungen, die im Namen der ICSDs verwahrt werden, einfügen: [Falls die Globalurkunde eine NGN ist, einfügen: Die Schuldverschreibungen werden in Form einer New Global Note ("NGN") ausgegeben und von einem common safekeeper im Namen beider ICSDs verwahrt.]

[Falls die Globalurkunde eine CGN ist, einfügen: Die Schuldverschreibungen werden in Form einer Classical Global Note ("CGN") ausgegeben und von einer gemeinsamen Verwahrstelle im Namen beider ICSDs verwahrt.]

- (5) Gläubiger von Schuldverschreibungen. "Gläubiger" bedeutet jeder Inhaber eines Miteigentumsanteils oder anderen vergleichbaren Rechts an den Schuldverschreibungen.
- [(6) Register der ICSDs. Der Nennbetrag der durch die Globalurkunde verbrieften Schuldverschreibungen entspricht dem jeweils in den Registern beider ICSDs eingetragenen Gesamtbetrag. Die Register der ICSDs (unter denen die Register zu verstehen sind, die jeder ICSD für seine Kunden über den Betrag ihres Anteils an den Schuldverschreibungen führt) sind maßgeblicher Nachweis des Nennbetrages der durch die Globalurkunde Schuldverschreibungen, und ein zu diesen Zwecken von einem ICSD jeweils ausgestellte Bescheinigung mit dem Nennbetrag der so verbrieften Schuldverschreibungen ist maßgebliche Bestätigung des Inhalts des Registers des betreffenden ICSD zu dem fraglichen Zeitpunkt.

Bei jeder Tilgung oder Zahlung einer Rückzahlungsrate oder einer Zinszahlung auf die durch die Globalurkunde verbrieften Schuldverschreibungen bzw. beim Kauf und der Entwertung der durch die Globalurkunde verbrieften Schuldverschreibungen stellt die Emittentin sicher, dass die Einzelheiten der Rückzahlung, Zahlung oder des Kaufs und der Entwertung bezüglich der Globalurkunde pro rata in die Unterlagen der ICSDs eingetragen werden, und dass, nach dieser Eintragung, vom Nennbetrag der in die Register der ICSDs aufgenommenen und durch die Globalurkunde verbrieften Schuldverschreibungen der Gesamtnennbetrag der zurückgekauften bzw. gekauften und entwerteten Schuldverschreibungen bzw. der Gesamtbetrag der so gezahlten Raten abgezogen wird.]

[Bei Austausch nur eines Teils von Schuldverschreibungen, die durch eine vorläufige Globalurkunde verbrieft sind, wird die Emittentin sicherstellen, dass die Einzelheiten dieses Austauschs pro rata in die Register der ICSDs aufgenommen werden.]

Falls die Globalurkunde

eine NGN ist, einfügen:

Falls die vorläufige Globalurkunde eine NGN ist, einfügen:

Im Fall von Schuldverschreibungen, die von der VCI begeben werden einfügen: [(6) Effektengiro-Register. Die Emittentin und CBF haben vereinbart, dass CBF zum Effektengiro-Registrar der Emittentin bezüglich der Schuldverschreibungen bestellt wird. In dieser Funktion und unbeschadet der Emission der Schuldverschreibungen sowie deren Status als Inhaberpapiere nach deutschem Recht hat CBF zugesagt, als Beauftragte der Emittentin in den Büchern der CBF Aufzeichnungen über die Schuldverschreibungen, die auf den Konten der CBF-Kontoinhaber gutgeschrieben sind, zu führen.]

§ 2

STATUS, NEGATIVVERPFLICHTUNG

[im Falle von Schuldverschreibungen, die von VIF, VCI, VCCI, VIL oder Porsche Holding begeben werden, einfügen: UND GARANTIE]

- (1) Status. Die Schuldverschreibungen begründen direkte, unbedingte, nicht besicherte und nicht nachrangige Verbindlichkeiten der Emittentin, die untereinander und mit allen anderen nicht besicherten Verbindlichkeiten der Emittentin gleichrangig sind, soweit diesen Verbindlichkeiten nicht durch zwingende gesetzliche Bestimmungen ein Vorrang eingeräumt wird.
- (2) Negativverpflichtung. Die Emittentin verpflichtet sich solange eine Schuldverschreibung noch aussteht (aber nur bis zu dem Zeitpunkt, in dem alle Beträge von Kapital und Zinsen dem Fiscal Agent zur Verfügung gestellt worden sind), ihr Vermögen nicht mit Sicherungsrechten zur Besicherung von anderen Schuldverschreibungen, einschließlich von Garantien und Bürgschaften, zu belasten oder solche Rechte zu diesem Zweck bestehen zu lassen, ohne gleichzeitig die Gläubiger an derselben Sicherheit in gleicher Weise und anteilmäßig teilnehmen zu lassen. Um etwaige Zweifel zu vermeiden, diese Verpflichtung gilt nicht in Bezug auf Sicherheiten, die in Zusammenhang mit asset-backedsecurities (strukturierte Wertpapiere, die mit Vermögenswerten besichert sind), die von einer Zweckgesellschaft begeben werden, und bei denen die Emittentin die ursprüngliche Inhaberin der zugrunde liegenden Vermögenswerte ist.

Im Fall von Schuldverschreibungen, die von VIF, VCI, VCCI, VIL oder Porsche Holding begeben werden, einfügen: [(3) Garantie. Volkswagen Aktiengesellschaft (die "Garantin") hat eine unbedingte und unwiderrufliche Garantie (die "Garantie") für die pünktliche Zahlung von Kapital und Zinsen übernommen. Darüber hinaus hat sich die Garantin in dieser Garantie verpflichtet (die "Verpflichtungserklärung") solange eine Schuldverschreibung noch aussteht (aber nur bis zu dem Zeitpunkt, in dem alle Beträge von Kapital und Zinsen dem Fiscal Agent zur Verfügung gestellt worden sind), für andere Anleihen, einschließlich dafür übernommener Garantien und Gewährleistungen, keine Sicherheiten an ihrem Vermögen zu bestellen, ohne gleichzeitig und im gleichen Rang die Gläubiger der Schuldverschreibungen an solchen Sicherheiten teilnehmen zu lassen. Um etwaige Zweifel zu vermeiden, diese Verpflichtung gilt nicht in Bezug auf Sicherheiten, die in Zusammenhang mit asset-backed-securities (strukturierte Wertpapiere, die mit Vermögenswerten besichert sind), die von einer Zweckgesellschaft begeben werden, und bei denen die Garantin die ursprüngliche Inhaberin der zugrunde liegenden Vermögenswerte ist.

Für die Zwecke dieser Bedingungen bezeichnet "Anleihe" eine Emission von Schuldverschreibungen, die an einer Wertpapierbörse, im Freiverkehr oder einem anderen Wertpapiermarkt notiert, eingeführt oder gehandelt werden oder notiert, eingeführt oder gehandelt werden sollen oder können.

Die Garantie und Negativverpflichtung stellt einen Vertrag zu Gunsten eines jeden Gläubigers als begünstigtem Dritten gemäß § 328 Absatz (1) BGB dar, welcher das Recht eines jeden Gläubigers begründet, Erfüllung aus der Garantie und der Negativverpflichtung unmittelbar von der Garantin zu verlangen und die Garantie und die Negativverpflichtung unmittelbar gegenüber der Garantin durchzusetzen. Kopien der Garantie und der Negativverpflichtung können kostenlos am Sitz der Garantin und bei der bezeichneten Geschäftsstelle des Fiscal Agent gemäß § 6 bezogen werden.]

§ 3 ZINSEN

- (1) Zinszahlungstage. (a) Die Schuldverschreibungen werden bezogen auf ihren Nennbetrag ab dem [Verzinsungsbeginn einfügen] (der "Verzinsungsbeginn") (einschließlich) bis zum ersten Zinszahlungstag (ausschließlich) von jedem und danach Zinszahlungstag (einschließlich) bis zum nächstfolgenden Zinszahlungstag (ausschließlich) verzinst. Zinsen auf Schuldverschreibungen sind an jedem Zinszahlungstag zahlbar.
- (b) "Zinszahlungstag" bedeutet

[im Falle von festgelegten Zinszahlungstagen einfügen: jeder [festgelegte Zinszahlungstage einfügen].]

[im Falle von festgelegten Zinsperioden einfügen: (soweit diese Emissionsbedingungen keine abweichenden Bestimmungen vorsehen) jeweils der Tag, der [Zahl einfügen] [Wochen] [Monate] [andere festgelegte Zeiträume einfügen] nach dem vorhergehenden Zinszahlungstag, oder im Fall des ersten Zinszahlungstages, nach dem Verzinsungsbeginn liegt.]

(c) Fällt ein Zinszahlungstag auf einen Tag, der kein Geschäftstag (wie nachstehend definiert) ist, so wird der Zinszahlungstag

[bei Anwendung der modifizierten folgender Geschäftstag-Konvention einfügen: auf den nächstfolgenden Geschäftstag verschoben, es sei denn, jener würde dadurch in den nächsten Kalendermonat fallen; in diesem Fall wird der Zinszahlungstag auf den unmittelbar vorhergehenden Geschäftstag vorgezogen.]

[bei Anwendung der FRN-Konvention einfügen: auf den nächstfolgenden Geschäftstag verschoben, es sei denn, jener würde dadurch in den nächsten Kalendermonat fallen; in diesem Fall (i) wird der Zinszahlungstag auf den unmittelbar vorhergehenden Geschäftstag vorgezogen und (ii) ist jeder nachfolgende Zinszahlungstag der jeweils letzte Geschäftstag des Monats, der [Zahl einfügen] Monate] [andere festgelegte Zeiträume einfügen] nach dem vorhergehenden anwendbaren Zinszahlungstag liegt.]

[bei Anwendung der folgender Geschäftstag-Konvention einfügen: auf den nachfolgenden Geschäftstag verschoben.]

[bei Anwendung der vorhergegangener Geschäftstag-Konvention einfügen: auf den unmittelbar vorhergehenden Geschäftstag vorgezogen.]

(d) In diesem § 3 bezeichnet "Geschäftstag" [falls die festgelegte Währung nicht Euro ist, einfügen: einen Tag einem Samstag oder Sonntag), Geschäftsbanken allgemein für Geschäfte in [sämtliche relevanten Finanzzentren einfügen] geöffnet sind und Devisenmärkte Zahlungen in [sämtliche relevanten Finanzzentren einfügen] abwickeln] [falls die festgelegte Währung Euro ist, einfügen: einen Tag an dem das Clearing System sowie alle betroffenen Bereiche des Trans-European Automated Real-time Gross Settlement Express Transfer System (TARGET2) ("TARGET") betriebsbereit sind, um die betreffende Zahlung abzuwickeln].

[Falls der Angebotssatz für Einlagen in der festgelegten Währung EURIBOR ist, ist folgendes anwendbar:

(2) Zinssatz. [Bei Bildschirmfeststellung einfügen: Der Zinssatz (der "Zinssatz") für jede Zinsperiode (wie nachstehend definiert) ist, sofern nachfolgend nichts Abweichendes bestimmt wird, der Angebotssatz (ausgedrückt als Prozentsatz per annum) für Einlagen in der festgelegten Währung für die jeweilige Zinsperiode, der auf der Bildschirmseite am Zinsfestlegungstag (wie nachfolgend definiert) gegen 11.00 Uhr (Brüsseler Ortszeit) angezeigt wird [im Falle einer Marge einfügen: [zuzüglich] [abzüglich] der Marge (wie nachfolgend definiert)], wobei alle Festlegungen durch die Berechnungsstelle erfolgen.

"Zinsperiode" bezeichnet jeweils den Zeitraum vom Verzinsungsbeginn (einschließlich) bis zum ersten Zinszahlungstag (ausschließlich) bzw. von jedem Zinszahlungstag (einschließlich) bis zum jeweils darauffolgenden Zinszahlungstag (ausschließlich).

"Zinsfestlegungstag" bezeichnet den [ersten][zweiten] TARGET Geschäftstag vor Beginn der jeweiligen Zinsperiode. "TARGET-Geschäftstag" bezeichnet einen Tag, an dem TARGET geöffnet ist, um Zahlungen abzuwickeln.

[Im Falle einer Marge einfügen: Die "Marge" beträgt [] % per annum.]

"Bildschirmseite" bedeutet [Bildschirmseite einfügen] oder die jeweilige Nachfolgeseite, die vom selben System angezeigt wird oder aber von einem anderen System, das zum Vertreiben von Informationen zum Zwecke der Anzeige von Sätzen oder Preisen ernannt wurde, die mit dem betreffenden Angebotszinssatz vergleichbar sind.

Sollte zu der genannten Zeit die maßgebliche Bildschirmseite nicht zur Verfügung stehen oder wird kein Angebotssatz angezeigt, wird die Berechnungsstelle von den Referenzbanken (wie nachfolgend definiert) deren jeweilige Angebotssätze (jeweils als Prozentsatz per annum ausgedrückt) für Einlagen in der festgelegten Währung für die gegenüber führenden betreffende Zinsperiode Banken Interbanken-Markt in der Euro-Zone um ca. 11.00 Uhr (Brüsseler Ortszeit) am Zinsfestlegungstag anfordern. Falls zwei oder mehr Referenzbanken der Berechnungsstelle solche Angebotssätze nennen, ist der Zinssatz für die betreffende Zinsperiode das arithmetische Mittel (falls erforderlich, auf- oder abgerundet auf das nächste ein Tausendstel Prozent, wobei 0,0005 aufgerundet wird) dieser Angebotssätze [im Falle einer Marge einfügen: [zuzüglich] [abzüglich] der Marge], wobei alle Festlegungen durch die Berechnungsstelle erfolgen.

Falls an einem Zinsfestlegungstag nur eine oder keine der Referenzbanken der Berechnungsstelle solche im vorstehenden Absatz beschriebenen Angebotssätze nennt, ist der Zinssatz für die betreffende Zinsperiode der Satz per annum, Berechnungsstelle als das arithmetische Mittel (falls erforderlich, aufoder abgerundet auf das nächste ein Tausendstel Prozent, wobei 0,0005 aufgerundet wird) der Angebotssätze ermittelt, die die Referenzbanken bzw. zwei oder mehrere von ihnen der Berechnungsstelle auf deren Anfrage als den jeweiligen Satz nennen, zu dem ihnen um ca. 11.00 Uhr (Brüsseler Ortszeit) an dem betreffenden Zinsfestlegungstag Einlagen in der festgelegten Währung für die betreffende Zinsperiode von führenden Banken im Interbanken-Markt in der Euro-Zone angeboten werden [im Falle einer Marge einfügen: [zuzüglich] [abzüglich] der Marge]; falls weniger als zwei der Referenzbanken der Berechnungsstelle solche Angebotssätze nennen, soll der Zinssatz für die betreffende Zinsperiode der Angebotssatz für Einlagen in der festgelegten Währung für die betreffende Zinsperiode oder das arithmetische Mittel (gerundet wie oben beschrieben) der Angebotssätze für Einlagen in der festgelegten Währung für die betreffende Zinsperiode sein, den bzw. die eine oder mehrere Banken (die nach Ansicht der Berechnungsstelle und der Emittentin für diesen Zweck geeignet sind) der Berechnungsstelle als Sätze bekanntgeben, die sie an dem betreffenden Zinsfestlegungstag gegenüber führenden Banken im Interbanken-Markt in der Euro-Zone nennen (bzw. den diese Banken gegenüber der Berechnungsstelle nennen) [im Falle einer Marge einfügen: [zuzüglich] [abzüglich] der Marge].

Für den Fall, dass der Zinssatz nicht gemäß den vorstehenden Bestimmungen dieses Absatzes ermittelt werden kann, ist der Zinssatz der Angebotssatz oder das arithmetische Mittel der Angebotssätze auf der Bildschirmseite, wie vorstehend beschrieben, an dem letzten Tag vor dem Zinsfestlegungstag, an dem diese Angebotssätze angezeigt wurden [im Falle einer Marge einfügen: [zuzüglich] [abzüglich] der Marge.]

"Referenzbanken" bezeichnet diejenigen Niederlassungen von vier derjenigen Banken, deren Angebotssätze zur Ermittlung des maßgeblichen Angebotssatzes zu dem Zeitpunkt benutzt wurden, als solch ein Angebot letztmals auf der maßgeblichen Bildschirmseite angezeigt wurde.

"Euro-Zone" bezeichnet das Gebiet derjenigen Mitgliedstaaten der Europäischen Union, die gemäß dem Vertrag über die Gründung der Europäischen Gemeinschaft (unterzeichnet in Rom am 25. März 1957), in seiner jeweiligen Fassung.]

[Falls der Angebotssatz für Einlagen in der festgelegten Währung LIBOR ist, ist folgendes anwendbar:

(2) Zinssatz. [Bei Bildschirmfeststellung einfügen: Der Zinssatz (der "Zinssatz") für jede Zinsperiode (wie nachstehend definiert) ist, sofern nachfolgend nichts Abweichendes bestimmt wird, der Angebotssatz (ausgedrückt als Prozentsatz per annum) für Einlagen in der festgelegten Währung für die jeweilige Zinsperiode, der auf der Bildschirmseite am Zinsfestlegungstag (wie nachfolgend definiert) gegen 11.00 Uhr (Londoner Ortszeit) angezeigt wird [im Falle einer Marge einfügen: [zuzüglich] [abzüglich] der Marge (wie nachfolgend definiert)], wobei alle Festlegungen durch die Berechnungsstelle (wie nachfolgend definiert) erfolgen.

"Zinsperiode" bezeichnet jeweils den Zeitraum vom Verzinsungsbeginn (einschließlich) bis zum ersten Zinszahlungstag (ausschließlich) bzw. von jedem Zinszahlungstag (einschließlich) bis zum jeweils darauffolgenden Zinszahlungstag (ausschließlich).

"Zinsfestlegungstag" bezeichnet den [ersten][zweiten][Londoner Geschäftstag vor Beginn der jeweiligen Zinsperiode. "Londoner Geschäftstag" bezeichnet einen Tag (außer einem Samstag oder Sonntag), an dem Geschäftsbanken in London für Geschäfte (einschließlich Devisen- und Sortengeschäfte) geöffnet sind.

[Im Falle einer Marge einfügen: Die "Marge" beträgt [] % per annum.]

"Bildschirmseite" bedeutet [Bildschirmseite einfügen] oder die jeweilige Nachfolgeseite, die vom selben System angezeigt wird oder aber von einem anderen System, das zum Vertreiben von Informationen zum Zwecke der Anzeige von Sätzen oder Preisen ernannt wurde, die mit dem betreffenden Angebotszinssatz vergleichbar sind.

Sollte zu der genannten Zeit die maßgebliche Bildschirmseite nicht zur Verfügung stehen oder wird kein Angebotssatz angezeigt, wird die Berechnungsstelle von den Referenzbanken (wie nachfolgend definiert) deren jeweilige Angebotssätze (jeweils als Prozentsatz per annum ausgedrückt) für Einlagen in der festgelegten Währung für die betreffende Zinsperiode gegenüber führenden Banken im Londoner Interbanken-Markt um ca. 11.00 Uhr (Londoner Ortszeit) am Zinsfestlegungstag anfordern. Falls zwei oder mehr Referenzbanken der Berechnungsstelle solche Angebotssätze nennen, ist der Zinssatz für die betreffende Zinsperiode das arithmetische Mittel (falls erforderlich, auf- oder abgerundet auf das nächste ein Hunderttausendstel Prozent, wobei 0,000005 aufgerundet wird) dieser Angebotssätze [im Falle einer Marge einfügen: [zuzüglich] [abzüglich] der Marge], wobei alle Festlegungen durch die Berechnungsstelle erfolgen.

Falls an einem Zinsfestlegungstag nur eine oder keine der Referenzbanken der Berechnungsstelle solche im vorstehenden Absatz beschriebenen Angebotssätze nennt, ist der Zinssatz für die betreffende Zinsperiode der Satz per annum, Berechnungsstelle als das arithmetische Mittel (falls erforderlich, aufoder abgerundet auf das nächste ein Hunderttausendstel Prozent, wobei 0,000005 aufgerundet wird) der Angebotssätze ermittelt, die die Referenzbanken bzw. zwei oder mehrere von ihnen der Berechnungsstelle auf deren Anfrage als den jeweiligen Satz nennen, zu dem ihnen um ca. 11.00 Uhr (Londoner Ortszeit) an dem betreffenden Zinsfestlegungstag Einlagen in der festgelegten Währung für die betreffende Zinsperiode von führenden Banken im Londoner Interbanken-Markt angeboten werden [im Falle einer Marge einfügen: [zuzüglich] [abzüglich] der Marge]; falls weniger als Referenzbanken der Berechnungsstelle Angebotssätze nennen, soll der Zinssatz für die betreffende Zinsperiode der Angebotssatz für Einlagen in der festgelegten Währung für die betreffende Zinsperiode oder das arithmetische Mittel (gerundet wie oben beschrieben) der Angebotssätze für Einlagen in der festgelegten Währung für die betreffende Zinsperiode sein, den bzw. die eine oder mehrere Banken (die nach Ansicht der Berechnungsstelle und der Emittentin für diesen Zweck geeignet sind) der Berechnungsstelle als Sätze bekanntgeben, die sie an dem betreffenden Zinsfestlegungstag gegenüber führenden Banken im Londoner Interbanken-Markt nennen (bzw. den diese Banken gegenüber der Berechnungsstelle nennen) [im Falle einer Marge einfügen: [zuzüglich] [abzüglich] der Marge].

Für den Fall, dass der Zinssatz nicht gemäß den vorstehenden Bestimmungen dieses Absatzes ermittelt werden kann, ist der Zinssatz der Angebotssatz oder das arithmetische Mittel der Angebotssätze auf der Bildschirmseite, wie vorstehend beschrieben, an dem letzten Tag vor dem Zinsfestlegungstag, an dem diese Angebotssätze angezeigt wurden [im Falle einer Marge einfügen: [zuzüglich] [abzüglich] der Marge.]

"Referenzbanken" bezeichnet diejenigen Niederlassungen von vier derjenigen Banken, deren Angebotssätze zur Ermittlung des maßgeblichen Angebotssatzes zu dem Zeitpunkt benutzt wurden, als solch ein Angebot letztmals auf der maßgeblichen Bildschirmseite angezeigt wurde.]

[Falls der Angebotssatz für Einlagen in der festgelegten Währung CDOR ist, ist folgendes anwendbar:

(2) Zinssatz. Der Zinssatz (der "Zinssatz") für jede Zinsperiode (wie nachstehend definiert) ist, sofern nachfolgend nichts Abweichendes bestimmt wird, der Angebotssatz (ausgedrückt als Prozentsatz per annum) für Einlagen in der festgelegten Währung für die jeweilige

Zinsperiode, der auf der Bildschirmseite am Zinsfestlegungstag (wie nachfolgend definiert) gegen 10.00 Uhr (Toronto Ortszeit) angezeigt wird [im Falle einer Marge einfügen: [zuzüglich] [abzüglich] der Marge (wie nachfolgend definiert)], wobei alle Festlegungen durch die Berechnungsstelle (wie nachfolgend definiert) erfolgen.

"Zinsperiode" bezeichnet jeweils [ein] [drei] [sechs] [zwölf] Monat[e] [ansonsten geltende Periode einfügen, die im Fall von CDOR BA Zinssatz einen gewichteten Mittelwert der maßgeblichen Laufzeit wiederspiegelt] den Zeitraum vom Verzinsungsbeginn (einschließlich) bis zum ersten Zinszahlungstag (ausschließlich) bzw. von jedem Zinszahlungstag (einschließlich) bis zum jeweils darauffolgenden Zinszahlungstag (ausschließlich).

"Zinsfestlegungstag" bezeichnet den [zweiten][andere Anzahl an Tagen einfügen] [Toronto][andere maßgeblicher Ort] Geschäftstag vor Beginn der jeweiligen Zinsperiode. "[Toronto] [andere maßgeblicher Ort] Geschäftstag" bezeichnet einen Tag (außer einem Samstag oder Sonntag), an dem Geschäftsbanken in [Toronto] [andere maßgeblicher Ort] für Geschäfte (einschließlich Devisenund Sortengeschäfte) geöffnet sind.

[Im Falle einer Marge einfügen: Die "Marge" beträgt [•] % per annum.]

"Bildschirmseite" bedeutet REUTERS Bildschirmseite CDOR oder die jeweilige Nachfolgeseite, die vom selben System angezeigt wird oder aber von einem anderen System, das zum Vertreiben von Informationen zum Zwecke der Anzeige von Sätzen oder Preisen ernannt wurde, die mit dem betreffenden Angebotszinssatz vergleichbar sind.

Sollte zu der genannten Zeit die maßgebliche Bildschirmseite nicht zur Verfügung stehen oder wird kein Angebotssatz angezeigt, wird die Berechnungsstelle von den Referenzbanken (wie nachfolgend definiert) deren jeweilige Bietungssätze für Zinsen (jeweils als Prozentsatz per annum ausgedrückt) für Bankakzepten in der festgelegten Währung für die betreffende Zinsperiode, die von diesen Referenzbanken um ca. 10.00 Uhr (Toronto Ortszeit) am Zinsfestlegungstag anfordern. Falls zwei oder mehr Referenzbanken der Berechnungsstelle solche Bietungssätze nennen, ist der Zinssatz für die betreffende Zinsperiode das arithmetische Mittel (falls erforderlich, aufoder abgerundet auf das nächste Hunderttausendstel Prozent, wobei 0,000005 aufgerundet wird) dieser Bietungssätze [im Falle einer Marge einfügen: [zuzüglich] [abzüglich] der Marge], wobei alle Festlegungen durch die Berechnungsstelle erfolgen.

Falls an einem Zinsfestlegungstag nur eine oder keine der Referenzbanken der Berechnungsstelle solche im vorstehenden Absatz beschriebenen Bietungssätze nennt, ist der Zinssatz für die betreffende Zinsperiode der Satz per annum, den die Berechnungsstelle als das arithmetische Mittel (falls erforderlich, aufoder abgerundet auf das nächste ein Hunderttausendstel Prozent, wobei 0,000005 aufgerundet wird) der Bietungssätze ermittelt, die von durch die Berechnungsstelle ausgewählten führenden Banken in Toronto für Bankakzepten in der festgelegten Währung für die maßgebliche Zinsperiode von diesen Banken etwa um 10:00 Uhr (Toronto Ortszeit) am maßgeblichen Zinsfeststellungstag akzeptiert werden [im Falle einer Marge einfügen: [zuzüglich] [abzüglich] der Marge].

Für den Fall, dass der Zinssatz nicht gemäß den vorstehenden Bestimmungen dieses Absatzes ermittelt werden kann, ist der Zinssatz wie am letzten vorhergehenden Zinsfeststellungstag festzulegen, wobei, falls für die Bestimmung des auf diese Weise zu ermittelnden Zinsatzes die Marge von derjenigen abweicht, die bei der Bestimmung des letzten vorhergehenden Zinssatzes angewandt wurde, die Marge anzuwenden ist, die für die fragliche Zinsperiode maßgeblich ist.]

"Referenzbanken" bezeichnet die Hauptniederlassung in Toronto von vier führenden kanadischen amtlich zugelassenen Banken, die im Anahng 1 zum Bank Act (Canada) aufgeführt sind.]

[(3)][(4)] *Zinsbetrag.* Die Berechnungsstelle wird zu oder baldmöglichst nach jedem Zeitpunkt, an dem der Zinssatz zu bestimmen ist, den auf die Schuldverschreibungen zahlbaren Zinsbetrag in Bezug auf jede festgelegte Stückelung (der "Zinsbetrag") für die entsprechende Zinsperiode berechnen. Der Zinsbetrag wird ermittelt, indem der Zinssatz und der Zinstagequotient (wie nachstehend definiert) auf jede festgelegte Stückelung angewendet werden, wobei der resultierende Betrag auf die kleinste Einheit der festgelegten Währung auf- oder abgerundet wird, wobei solcher Einheiten] [andere anwendbare [0,5 Rundungsbestimmung einfügen] aufgerundet werden.

Mitteilung von Zinssatz und Zinsbetrag. Die Berechnungsstelle wird veranlassen, dass der Zinssatz, der Zinsbetrag für die jeweilige Zinsperiode, die jeweilige Zinsperiode und der betreffende Zinszahlungstag der Emittentin [im Falle von Schuldverschreibungen, die von VIF, VCI oder VCCI begeben werden, einfügen: und der Garantin] sowie den Gläubigern gemäß § [12][13] baldmöglichst, aber keinesfalls später als am vierten auf die Berechnung jeweils folgenden Geschäftstag (wie in § 3 Absatz 1(d) definiert) sowie jeder Börse, an der die betreffenden Schuldverschreibungen zu diesem Zeitpunkt notiert sind und deren Regeln eine Mitteilung an die Börse verlangen, baldmöglichst nach der Bestimmung, aber keinesfalls später als am ersten Tag der jeweiligen Zinsperiode mitgeteilt werden. Im Fall einer Verlängerung oder Verkürzung der Zinsperiode können der mitgeteilte Zinsbetrag und Zinszahlungstag ohne Vorankündigung nachträglich geändert (oder andere geeignete Anpassungsregelungen getroffen) werden. Jede solche Änderung wird umgehend allen Börsen, an denen die Schuldverschreibungen zu diesem Zeitpunkt notiert sind, sowie den Gläubigern gemäß § [12][13] mitgeteilt.

[(5)][(6)] Verbindlichkeit der Festsetzungen. Alle Bescheinigungen, Mitteilungen, Gutachten, Festsetzungen, Berechnungen, Quotierungen und Entscheidungen, die von der Berechnungsstelle für die Zwecke dieses § 3 gemacht, abgegeben, getroffen oder eingeholt werden, sind (sofern nicht ein offensichtlicher Irrtum vorliegt) für die Emittentin, den Fiscal Agent, [die Zahlstellen] und die Gläubiger bindend.

[(6)][(7)] Auflaufende Zinsen. Sollte die Emittentin Schuldverschreibungen bei Fälligkeit nicht einlösen, endet die Verzinsung der Schuldverschreibungen nicht mit Ablauf des Tages der dem Fälligkeitstag vorangeht, sondern erst mit Ablauf des Tages, der tatsächlichen Rückzahlung Schuldverschreibungen vorangeht. Die Verzinsung des ausstehenden Nennbetrages vom Tag der Fälligkeit an (einschließlich) bis zum Tag der Rückzahlung der Schuldverschreibungen (ausschließlich) erfolgt in Höhe des gesetzlich festgelegten Satzes für Verzugszinsen.

[(8)] Zinstagequotient. "Zinstagequotient" bezeichnet im Hinblick auf die Berechnung von Zinsbeträgen für einen beliebigen Zeitraum (der "Zinsberechnungszeitraum"):

[im Falle von Actual/Actual (ICMA Regelung 251) mit jährlichen

⁽¹⁾Der gesetzliche Verzugszinssatz beträgt für das Jahr fünf Prozentpunkte über dem von der Deutsche Bundesbank von Zeit zu Zeit veröffentlichten Basiszinssatz, §§ 288 Absatz 1, 247 BGB.

Zinsperioden einfügen: die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum, dividiert durch die tatsächliche Anzahl von Tagen im jeweiligen Zinsjahr.]

[im Falle von Actual/365 (Fixed) einfügen: die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum, dividiert durch 365.]

[im Falle von Actual/360 einfügen: die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum, dividiert durch 360.]

[Im Falle von Actual/Actual ISDA einfügen: die tatsachliche Anzahl von Tagen im Zinsberechnungszeitraum, dividiert durch 365 (oder, falls ein Teil dieses Zinsberechnungszeitraums in ein Schaltjahr fällt, die Summe aus (i) der tatsächlichen Anzahl der in das Schaltjahr fallenden Tage des Zinsberechnungszeitraums dividiert durch 366 und (ii) der tatsächlichen Anzahl der nicht in das Schaltjahr fallenden Tage des Zinsberechnungszeitraums dividiert durch 365).]

[im Falle von Actual/365 (Sterling) einfügen: die tatsächliche Anzahl der Tage in der Zinsperiode geteilt durch 365 oder, wenn ein [Zinsperiodenendtag] in ein Schaltjahr fällt, geteilt durch 366.]

[im Falle von 30E/360 oder Eurobond Basis einfügen: die Anzahl der Tage im Zinsberechnungszeitraum, dividiert durch 360 (dabei ist die Anzahl der Tage auf der Grundlage eines Jahres von 360 Tagen mit 12 Monaten zu 30 Tagen zu ermitteln, und zwar ohne Berücksichtigung des Datums des ersten oder letzten Tages des Zinsberechnungszeitraumes).]

§ 4 ZAHLUNGEN

- (1) (a) Zahlungen auf Kapital. Zahlungen auf Kapital in Bezug auf die Schuldverschreibungen erfolgen nach Maßgabe des nachstehenden Absatzes (2) an das Clearing System oder dessen Order zur Gutschrift auf den Konten der jeweiligen Kontoinhaber des Clearing Systems gegen Vorlage und Einreichung der Globalurkunde bei der bezeichneten Geschäftsstelle einer der Zahlstellen außerhalb der Vereinigten Staaten.
- (b) Zahlung von Zinsen. Die Zahlung von Zinsen auf Schuldverschreibungen erfolgt nach Maßgabe von Absatz (2) an das Clearing System oder dessen Order zur Gutschrift auf den Konten der jeweiligen Kontoinhaber des Clearing Systems gegen Vorlage der Globalurkunde bei der bezeichneten Geschäftsstelle einer der Zahlstellen außerhalb der Vereinigten Staaten.

[Im Falle von Zinszahlungen auf eine vorläufige Globalurkunde einfügen: Die Zahlung von Zinsen auf Schuldverschreibungen, die durch die vorläufige Globalurkunde verbrieft sind, erfolgt nach Maßgabe von Absatz (2) an das Clearing System oder dessen Order zur Gutschrift auf den Konten der jeweiligen Kontoinhaber des Clearing Systems, und zwar nach ordnungsgemäßer Bescheinigung gemäß § 1 Absatz (3)(b).]

(2) Zahlungsweise. Vorbehaltlich geltender steuerlicher und sonstiger gesetzlicher Regelungen und Vorschriften erfolgen zu leistende Zahlungen auf die Schuldverschreibungen in [festgelegte Währung einfügen] [bei Doppelwährungsanleihen entsprechende Währungen/Wechselkursformeln einfügen].

[Im Fall von Schuldverschreibungen, die nicht auf Euro:

Stellt die Emittentin fest, dass zu zahlende Beträge am betreffenden Zahltag aufgrund von Umständen, die außerhalb ihrer Verantwortung liegen, in frei übertragbaren und konvertierbaren Geldern für sie nicht verfügbar sind, oder dass die festgelegte Währung oder eine

gesetzlich eingeführte Nachfolge-Währung (die "Nachfolge-Währung") nicht mehr für die Abwicklung von internationalen Finanztransaktionen verwendet wird, kann die Emittentin ihre Zahlungsverpflichtungen am jeweiligen Zahltag oder sobald wie es nach dem Zahltag vernünftigerweise möglich ist durch eine Zahlung in Euro auf der Grundlage des anwendbaren Wechselkurses erfüllen. Die Gläubiger sind nicht berechtigt, [weitere] Zinsen oder sonstige Zahlungen in Bezug auf eine solche Zahlung zu verlangen. Der "anwendbare Wechselkurs" ist (i) falls verfügbar, derjenige Wechselkurs des Euro zu der festgelegten Währung oder der Nachfolge-Währung, der von der Europäischen Zentralbank für einen Tag festgelegt und veröffentlicht wird, der innerhalb eines angemessenen Zeitraums (gemäß Bestimmung der Emittentin nach billigem Ermessen) vor und so nahe wie möglich an dem Tag liegt, an dem die Zahlung geleistet wird, oder (ii) falls kein solcher Wechselkurs verfügbar ist, der von der Emittentin nach billigem Ermessen festgelegte Wechselkurs des Euro zu der festgelegten Währung oder der Nachfolge-Währung.]

- (3) *Erfüllung.* Die Emittentin wird durch Leistung der Zahlung an das Clearing System oder dessen Order von ihrer Zahlungspflicht befreit.
- (4) Zahltag. Fällt der Fälligkeitstag einer Zahlung in Bezug auf eine Schuldverschreibung auf einen Tag, der kein Zahltag ist, dann hat der Gläubiger keinen Anspruch auf Zahlung vor dem nächsten Zahltag am jeweiligen Geschäftsort. Der Gläubiger ist nicht berechtigt, weitere Zinsen oder sonstige Zahlungen aufgrund dieser Verspätung zu verlangen.

Für diese Zwecke bezeichnet "Zahltag" einen Tag, [bei nicht auf Euro lautenden Schuldverschreibungen, einfügen: der ein Tag (außer einem Samstag oder Sonntag) ist, an dem Geschäftsbanken und Devisenmärkte Zahlungen in [sämtliche relevanten Finanzzentren angeben] abwickeln] [und] [bei auf Euro lautenden Schuldverschreibungen, einfügen: der ein Tag ist, an dem das Clearing System sowie alle betroffenen Bereiche des Trans-European Automated Real-time Gross Settlement Express Transfer System (TARGET2) ("TARGET") betriebsbereit sind, um die betreffenden Zahlungen weiterzuleiten.]

- (5) Bezugnahmen auf Kapital und Zinsen. Bezugnahmen in diesen Emissionsbedingungen auf Kapital der Schuldverschreibungen schließen, soweit anwendbar, die folgenden Beträge ein: den Rückzahlungsbetrag der Schuldverschreibungen; den vorzeitigen Rückzahlungsbetrag der Schuldverschreibungen: Emittentin das Wahlrecht hat, die Schuldverschreibungen aus anderen als steuerlichen Gründen vorzeitig zurückzuzahlen, Wahl-Rückzahlungsbetrag einfügen: den (Call) Schuldverschreibungen;] [falls der Gläubiger ein Wahlrecht hat, die Schuldverschreibungen vorzeitig zu kündigen, einfügen: den Wahl-Rückzahlungsbetrag (Put) der Schuldverschreibungen;] sowie jeden Aufschlag sowie sonstige auf oder in Bezug auf die Schuldverschreibungen zahlbaren Beträge. Bezugnahmen in diesen Emissionsbedingungen auf Zinsen auf die Schuldverschreibungen sollen, soweit anwendbar, sämtliche gemäß § 7 zahlbaren zusätzlichen Beträge einschließen.
- (6) Hinterlegung von Kapital und Zinsen. Die Emittentin ist berechtigt, beim Amtsgericht Frankfurt am Main Zins- oder Kapitalbeträge zu hinterlegen, die von den Gläubigern nicht innerhalb von zwölf Monaten nach dem Fälligkeitstag beansprucht worden sind, auch wenn die Gläubiger sich nicht in Annahmeverzug befinden. Soweit eine solche Hinterlegung erfolgt, und auf das Recht der Rücknahme verzichtet wird, erlöschen die diesbezüglichen Ansprüche der Gläubiger gegen die Emittentin.

§ 5 RÜCKZAHLUNG

- (1) Rückzahlung bei Endfälligkeit. Soweit nicht zuvor bereits ganz oder teilweise zurückgezahlt oder angekauft und entwertet, werden die Schuldverschreibungen zu ihrem Rückzahlungsbetrag am in den [Rückzahlungsmonat und -jahr einfügen] fallenden Zinszahlungstag (der "Fälligkeitstag") zurückgezahlt. Der Rückzahlungsbetrag in Bezug auf jede Schuldverschreibung entspricht dem Nennbetrag der Schuldverschreibungen.
- Vorzeitige Rückzahlung aus steuerlichen Gründen. Schuldverschreibungen können insgesamt, jedoch nicht teilweise, nach Wahl der Emittentin mit einer Kündigungsfrist von nicht weniger als 30 und nicht mehr als 60 Tagen gegenüber dem Fiscal Agent und gemäß § [12][13] gegenüber den Gläubigern vorzeitig gekündigt und zu ihrem vorzeitigen Rückzahlungsbetrag (wie nachstehend definiert) zuzüglich bis zum für die Rückzahlung festgesetzten Tag aufgelaufener Zinsen zurückgezahlt werden, falls die Emittentin [im Falle von Schuldverschreibungen, die von VIF, VCI, VCCI, VIL oder Porsche Holding begeben werden, einfügen: oder die Garantin] als Folge einer Änderung oder Ergänzung der Steuer- oder Abgabengesetze und -vorschriften in Deutschland [im Falle von Schuldverschreibungen, die von VIF begeben werden, einfügen: oder der Niederlande] [im Falle von Schuldverschreibungen, die von VCI begeben werden, einfügen: oder den Vereinigten Staaten von Amerika] [im Falle von Schuldverschreibungen, die von VCCI begeben werden, einfügen: oder Kanadas] [im Falle von Schuldverschreibungen, die von VIL begeben werden, einfügen: oder Luxemburg] [im Falle von Schuldverschreibungen, die von Porsche Holding begeben werden, einfügen: oder Österreich] oder deren politischen Untergliederungen oder Steuerbehörden oder als Folge einer Änderung oder Ergänzung der Anwendung oder der offiziellen Auslegung dieser Gesetze und Vorschriften (vorausgesetzt, diese Änderung oder Ergänzung wird am oder nach dem Tag, an dem die letzte Tranche dieser Serie von Schuldverschreibungen begeben wird, wirksam) am nächstfolgenden Zinszahlungstag (wie in § 3 Absatz (1) definiert) zur Zahlung von zusätzlichen Beträgen (wie in § 7 dieser Bedingungen definiert) verpflichtet sein wird und diese Verpflichtung nicht durch das Ergreifen vernünftiger, der Emittentin [im Falle von Schuldverschreibungen, die von VIF, VCI, VCCI, VIL oder Porsche Holding begeben werden, einfügen: oder der Garantin] zur Verfügung stehender Maßnahmen vermieden werden kann.

Eine solche Kündigung darf allerdings nicht (i) früher als 90 Tage vor dem frühestmöglichen Termin erfolgen, an dem die Emittentin [im Falle von Schuldverschreibungen, die von VIF, VCI, VCCI, VIL oder Porsche Holding begeben werden, einfügen: oder die Garantin] verpflichtet wäre, solche zusätzlichen Beträge zu zahlen, falls eine Zahlung auf die Schuldverschreibungen dann fällig sein würde, oder (ii) erfolgen, wenn zu dem Zeitpunkt, zu dem die Kündigung erfolgt, die Verpflichtung zur Zahlung von zusätzlichen Beträgen nicht mehr wirksam ist. Der für die Rückzahlung festgelegte Termin muss ein Zinszahlungstag sein.

Eine solche Kündigung hat gemäß § [12][13] zu erfolgen. Sie ist unwiderruflich, muss den für die Rückzahlung festgelegten Termin nennen und eine zusammenfassende Erklärung enthalten, welche die das Rückzahlungsrecht der Emittentin begründenden Umständen darlegt.

Falls die Emittentin das Wahlrecht hat, die

[(3) Vorzeitige Rückzahlung nach Wahl der Emittentin.

Schuldverschreibungen vorzeitig zurückzuzahlen, einfügen (a) Die Emittentin kann, nachdem sie gemäß Absatz (b) gekündigt hat, die Schuldverschreibungen insgesamt oder teilweise am/an den Wahl-Rückzahlungstag(en) (Call) zum/zu Wahl-Rückzahlungsbetrag/beträgen (Call), nachstehend angegeben, nebst etwaigen bis zum Wahl-Rückzahlungstag (Call) (ausschließlich) aufgelaufenen Zinsen zurückzahlen. Geltuna [Bei Mindestrückzahlungsbetrages oder eines erhöhten Rückzahlungsbetrages einfügen: Eine solche Rückzahlung muss in Höhe eines Nennbetrages von [mindestens [Mindestrückzahlungsbetrag [erhöhter einfügen]] Rückzahlungsbetrag] erfolgen.]

Wahl-Rückzahlungstag(e) (Call)	Wahl-Rückzahlungsbetrag/ beträge (Call)
[Wahl-Rückzahlungstag(e) einfügen]	[Wahl-Rückzahlungsbetrag/ beträge einfügen]
[]	[
[]	

[Falls der Gläubiger ein Wahlrecht hat, die Schuldverschreibungen vorzeitig zu kündigen, einfügen: Der Emittentin steht dieses Wahlrecht nicht in Bezug auf eine Schuldverschreibung zu, deren Rückzahlung bereits der Gläubiger in Ausübung seines Wahlrechts nach Absatz (4) dieses § 5 verlangt hat.]

- (b) Die Kündigung ist den Gläubigern der Schuldverschreibungen durch die Emittentin gemäß § [12][13] bekanntzugeben. Sie beinhaltet die folgenden Angaben:
 - (i) die zurückzuzahlende Serie von Schuldverschreibungen;
 - (ii) eine Erklärung, ob diese Serie ganz oder teilweise zurückgezahlt wird und im letzteren Fall den Gesamtnennbetrag der zurückzuzahlenden Schuldverschreibungen;
 - (iii) den Wahl-Rückzahlungstag (Call), der nicht weniger als [Mindestkündigungsfrist einfügen] und nicht mehr als [Höchstkündigungsfrist einfügen] Tage nach dem Tag der Kündigung durch die Emittentin gegenüber den Gläubigern liegen darf; und
 - (iv) den Wahl-Rückzahlungsbetrag (Call), zu dem die Schuldverschreibungen zurückgezahlt werden.
- (c) Wenn die Schuldverschreibungen nur teilweise zurückgezahlt werden, werden die zurückzuzahlenden Schuldverschreibungen in Übereinstimmung mit den Regeln des betreffenden Clearing Systems ausgewählt. [Falls die Schuldverschreibungen in Form einer NGN begeben werden, einfügen: Die teilweise Rückzahlung wird in den Registern von CBL und Euroclear nach deren Ermessen entweder als Pool-Faktor oder als Reduzierung des Nennbetrags wiedergegeben.]]

[[(4)] Vorzeitige Rückzahlung nach Wahl des Gläubigers.

(a) Die Emittentin hat eine Schuldverschreibung nach Ausübung des entsprechenden Wahlrechts durch den Gläubiger am/an

Falls der Gläubiger ein Wahlrecht hat, die Schuldverschreibungen vorzeitig zu kündigen, einfügen:

den Wahl-Rückzahlungstag(en) (Put) zum/zu den Wahl-Rückzahlungsbetrag/beträgen (Put), wie nachstehend angegeben nebst etwaigen bis zum Wahl-Rückzahlungstag (Put) (ausschließlich) aufgelaufener Zinsen zurückzuzahlen.

Wahl-Rückzahlungstag(e) (Put)	Wahl-Rückzahlungsbetrag/ beträge (Put)
[Wahl-Rückzahlungstag(e) einfügen]	[Wahl-Rückzahlungsbetrag/ beträge einfügen]
[]	[]
[]	[]

[Falls die Emittentin ein Wahlrecht hat, die Schuldverschreibungen vorzeitig zu kündigen, einfügen: Dem Gläubiger steht dieses Wahlrecht nicht in Bezug auf eine Schuldverschreibung zu, deren Rückzahlung die Emittentin zuvor in Ausübung eines ihrer Wahlrechte nach diesem § 5 verlangt hat.]

(b) Um dieses Wahlrecht auszuüben, hat der Gläubiger nicht weniger als [Mindestkündigungsfrist einfügen] und nicht mehr als [Höchstkündigungsfrist einfügen] Tage vor dem Wahl-Rückzahlungstag (Put), an dem die Rückzahlung gemäß der Ausübungserklärung (wie nachstehend definiert) erfolgen soll, bei der bezeichneten Geschäftsstelle des Fiscal Agent während der normalen Geschäftszeiten eine ordnungsgemäß ausgefüllte Mitteilung zur vorzeitigen Rückzahlung ("Ausübungserklärung"), wie sie von der bezeichneten Geschäftsstelle des Fiscal Agent erhältlich ist, zu hinterlegen. Die Ausübungserklärung hat anzugeben: (i) den Nennbetrag der Schuldverschreibungen, für die das Wahlrecht ausgeübt (ii) die Wertpapier-Kenn-Nummer Schuldverschreibungen (soweit vergeben). Die Ausübung des Wahlrechts kann nicht widerrufen werden. Die Rückzahlung der Schuldverschreibungen, für welche das Wahlrecht ausgeübt worden ist, erfolgt nur gegen Lieferung der Schuldverschreibungen an die Emittentin oder deren Order.]

[(5)] Vorzeitiger Rückzahlungsbetrag.

Für die Zwecke des § 9 und des Absatzes (2) dieses § 5, entspricht der vorzeitige Rückzahlungsbetrag einer Schuldverschreibung dem Rückzahlungsbetrag.

§ 6 DER FISCAL AGENT[,] [UND] [DIE ZAHLSTELLE[N]] [UND DIE BERECHNUNGSSTELLE]

(1) Bestellung; bezeichnete Geschäftsstelle. Der anfänglich bestellte Fiscal Agent [und] die anfänglich bestellte[n] [Zahlstelle[n] [und die anfänglich bestellte Berechnungsstelle] und [deren] [ihre] bezeichnete[n] Geschäftsstelle[n] laute[t][n] wie folgt:

Fiscal Agent und Citibank, N.A. Zahlstelle: Citigroup Centre

Canary Wharf London E14 5LB Vereinigtes Königreich

[Zahlstelle[n] und Luxembourg

[BNP Paribas Securities Services, Branch

Listing Agent:] 33, rue

33, rue de Gasperich 5826 Hesperange

Luxemburg]

[Deutsche Zahlstelle: Citigroup Global Markets Deutschland AG &

Co. KGaA

Neue Mainzer Straße 7 60323 Frankfurt am Main

Deutschland]

[Berechnungsstelle:] [Namen und bezeichnete Geschäftsstelle

einfügen]

Der Fiscal Agent [,] [und] [die Zahlstelle[n]] [und die Berechnungsstelle] [behält] [behalten] sich das Recht vor, jederzeit [seine] [ihre] bezeichnete[n] Geschäftsstelle[n] durch eine andere bezeichnete Geschäftsstelle in derselben Stadt zu ersetzen.

(2) Änderung der Bestellung oder Abberufung. Die Emittentin behält sich das Recht vor, jederzeit die Bestellung des Fiscal Agent [oder einer Zahlstelle] [oder der Berechnungsstelle] zu ändern oder zu beenden und einen anderen Fiscal Agent oder zusätzliche oder andere Zahlstellen [oder eine andere Berechnungsstelle] zu bestellen. Die Emittentin wird zu jedem Zeitpunkt (i) einen Fiscal Agent unterhalten [im Falle von Schuldverschreibungen, die an einer Börse notiert sind, einfügen:[,] [und] (ii) solange die Schuldverschreibungen an der Luxemburger Börse notiert sind, eine Zahlstelle (die der Fiscal Agent sein kann) mit bezeichneter Geschäftsstelle in Luxemburg und/oder an solchen anderen Orten unterhalten, die die Regeln dieser Börse verlangen] [im Fall von Zahlungen in USD einfügen:[,] [und] [(iii)] falls Zahlungen bei den oder durch die Geschäftsstellen aller Zahlstellen außerhalb der Vereinigten Staaten (wie unten definiert) aufgrund der Einführung von Devisenbeschränkungen oder ähnlichen Beschränkungen hinsichtlich der vollständigen Zahlung oder des Empfangs der entsprechenden Beträge in USD widerrechtlich oder tatsächlich ausgeschlossen werden, eine Zahlstelle mit bezeichneter Geschäftsstelle in New York City unterhalten] [falls eine Berechnungsstelle bestellt werden soll, einfügen:[,] [und] [(iv)] eine Berechnungsstelle [falls die Berechnungsstelle eine bezeichnete Geschäftsstelle an einem vorgeschriebenen Ort zu unterhalten hat, einfügen: bezeichneter Geschäftsstelle in [vorgeschriebenen Ort einfügen]] unterhalten]. Eine Änderung, Abberufung, Bestellung oder ein sonstiger Wechsel wird nur wirksam (außer im Insolvenzfall, in dem eine solche Änderung sofort wirksam wird), sofern die Gläubiger hierüber gemäß § [12][13] vorab unter Einhaltung einer Frist von mindestens 30 und nicht mehr als 45 Tagen informiert wurden.

Für die Zwecke dieser Emissionsbedingungen bezeichnet "Vereinigte Staaten" die Vereinigten Staaten von Amerika (einschließlich deren Bundesstaaten und des District of Columbia) sowie deren Territorien (einschließlich Puerto Ricos, der U.S. Virgin Islands, Guam, American Samoa, Wake Island und Northern Mariana Islands).

(3) Erfüllungsgehilfe(n) der Emittentin. Der Fiscal Agent[,] [und] [die Zahlstelle[n]] [und die Berechnungsstelle] [handelt] [handeln] ausschließlich als Erfüllungsgehilfe[n] der Emittentin und [übernimmt] [übernehmen] keinerlei Verpflichtungen gegenüber den Gläubigern und es wird kein Auftrags- oder Treuhandverhältnis zwischen [ihm] [ihnen] und den Gläubigern begründet.

§ 7 STEUERN

Sämtliche auf die Schuldverschreibungen zu zahlenden Beträge sind ohne Einbehalt oder Abzug von oder aufgrund von gegenwärtigen oder zukünftigen Steuern oder sonstigen Abgaben gleich welcher Art zu leisten, die von oder in [im Falle von Schuldverschreibungen, die von VIF begeben werden, einfügen: den Niederlanden oder den

Vereinigten Staaten oder] [im Falle von Schuldverschreibungen, die von VCI begeben werden, einfügen: den Vereinigten Staaten oder] [im Falle von Schuldverschreibungen, die von VCCI begeben werden, einfügen: Kanada oder den Vereinigten Staaten oder] [im Falle von Schuldverschreibungen, die von VIL begeben werden, einfügen: Luxemburg oder den Vereinigten Staaten oder] [im Falle von Schuldverschreibungen, die von Porsche Holding begeben werden, einfügen: Österreich oder den Vereinigten Staaten oder] Deutschland oder für deren Rechnung oder von oder für Rechnung einer politischen Untergliederung oder Steuerbehörde von oder in [im Falle von Schuldverschreibungen, die von VIF begeben werden, einfügen: den Niederlanden oder] [im Falle von Schuldverschreibungen, die von VCI begeben werden, einfügen: den Vereinigten Staaten von Amerika oder] [im Falle von Schuldverschreibungen, die von VCCI begeben werden, einfügen: Kanada oder] [im Falle von Schuldverschreibungen, die von VIL begeben werden, einfügen: Luxemburg oder] [im Falle von Schuldverschreibungen, die von Porsche Holding begeben werden, einfügen: Österreich oder] Deutschland auferlegt oder erhoben werden, es sei denn, ein solcher Einbehalt oder Abzug ist gesetzlich vorgeschrieben. In diesem Fall wird die Emittentin diejenigen zusätzlichen Beträge (die "zusätzlichen Beträge") zahlen, die erforderlich sind, damit die den Gläubigern zufließenden Nettobeträge nach diesem Einbehalt oder Abzug jeweils den Beträgen entsprechen, die ohne einen solchen Einbehalt oder Abzug von den Gläubigern empfangen worden wären; die Verpflichtung zur Zahlung solcher zusätzlicher Beträge besteht jedoch nicht im Hinblick auf Steuern und Abgaben, die:

- (a) von einer als Depotbank oder Inkassobeauftragter des Gläubigers handelnden Person oder sonst auf andere Weise zu entrichten sind als dadurch, dass die Emittentin aus den von ihr zu leistenden Zahlungen von Kapital oder Zinsen einen Abzug oder Einbehalt vornimmt; oder
- (b) wegen einer gegenwärtigen oder früheren persönlichen oder geschäftlichen Beziehung des Gläubigers zu [im Falle von Schuldverschreibungen, die von VIF begeben werden, einfügen: den Niederlanden oder] [im Falle Schuldverschreibungen, die von VCI begeben werden, einfügen: den Vereinigten Staaten von Amerika oder] [im Falle von Schuldverschreibungen, die von VCCI begeben werden, einfügen: Kanada oder]] [im Falle von Schuldverschreibungen, die von VIL begeben werden, einfügen: Luxemburg oder] [im Falle Schuldverschreibungen, die von Porsche Holding begeben werden, einfügen: Österreich oder] Deutschland zu zahlen sind, und nicht allein deshalb, weil Zahlungen auf die Schuldverschreibungen aus Quellen in [im Falle von Schuldverschreibungen, die von VIF begeben werden, einfügen: den Niederlanden oder] [im Falle von Schuldverschreibungen, die von VCI begeben werden, einfügen: den Vereinigten Staaten von Amerika oder] [im Falle von Schuldverschreibungen, die von VCCI begeben werden, einfügen: Kanada oder]] [im Falle von Schuldverschreibungen, die von VIL begeben werden, einfügen: Luxembura oder1 [im Falle von Schuldverschreibungen, die von Porsche Holding begeben werden, einfügen: Österreich oder] Deutschland stammen (oder für Zwecke der Besteuerung so behandelt werden) oder dort besichert sind; oder
- (c) aufgrund (i) einer Richtlinie oder Verordnung der Europäischen Union betreffend die Besteuerung von

Zinserträgen, welche an eine natürliche Person oder an bestimmte iuristische Personen, die sonstige als bezeichnet Einrichtungen (residual entities) werden ausgeschüttet werden oder (ii) einer zwischenstaatlichen Vereinbarung über deren Besteuerung, an der [im Falle von Schuldverschreibungen, die von VIF begeben werden, Niederlande oder] [im die Falle Schuldverschreibungen, die von VCI begeben werden, einfügen: die Vereinigten Staaten von Amerika oder] [im Falle von Schuldverschreibungen, die von VCCI begeben werden, einfügen: Kanada oder]] [im Falle von Schuldverschreibungen, die von VIL begeben werden, Luxemburg einfügen: oder] [im Falle Schuldverschreibungen, die von Porsche Holding begeben werden, einfügen: Österreich oder] Deutschland oder die Europäische Union beteiligt ist, oder (iii) einer gesetzlichen Vorschrift, die diese Richtlinie, Verordnung oder Vereinbarung umsetzt oder befolgt, oder (iv) des Gesetzes vom 23. Dezember 2005, geändert durch das Gesetz vom 17 Juli 2008 bezüglich natürlicher Personen, die in Luxemburg ansässig sind, abzuziehen oder einzubehalten sind; oder (v) der Abschnitte 1471 bis 1474 des U.S. Internal Revenue Codes von 1986, in seiner jeweils gültigen Fassung, und gegenwärtigen oder zukünftigen Regelungen oder auf seiner offiziellen Auslegungen oder Verträgen unter ihm beruhen ("FATCA"); oder

- (d) aufgrund einer Rechtsänderung zahlbar sind, die später als 30 Tage nach Fälligkeit der betreffenden Zahlung von Kapital oder Zinsen oder, wenn dies später erfolgt, ordnungsgemäßer Bereitstellung aller fälligen Beträge und einer diesbezüglichen Bekanntmachung gemäß § [12][13] wirksam wird; oder
- (e) von einer Zahlstelle einbehalten oder abgezogen werden, wenn die Zahlung von einer anderen Zahlstelle ohne den Einbehalt oder Abzug hätte vorgenommen werden können[; oder][.]

Im Fall von Schuldverschreibungen, die von VCCI begeben werden, einfügen:

- von oder im Namen eines Gläubigers zu zahlen sind, mit dem (f) die Emittentin keine gleichberechtigten Geschäfte (dealing at length) Sinne des Kanadischen im Einkommenssteuergesetzes (Income Tax Act (Canada)) tätigt, oder von oder im Namen eines Inhabers eines Talons, Rückzahlungsschein oder Zinsscheins in Bezug auf die Schuldverschreibungen zu zahlen sind, wenn entweder der Gläubiger der Schuldverschreibung oder der Inhaber des Talons, Rückzahlungsschein oder Zinsscheins in Bezug auf Schuldverschreibungen mit der Emittentin gleichberechtigten Geschäfte (dealing at arm's length) im Sinne des Kanadischen Einkommenssteuergesetzes (Income Tax Act (Canada)) tätigt oder die zu zahlen sind, weil ein Teil einer der genannten Zahlungen im Rahmen des Kanadischen Einkommenssteuergesetzes (Income Tax Act (Canada)) als eine Dividendenzahlung an den Gläubiger erachtet wird;;
- (g) auf Zahlungen erhoben werden, die gemäß des Entwurfs von subsection 213(3.2) des Kanadischen Einkommenssteuergesetzes (Income Tax Act (Canda)) (oder entsprechend geänderter oder verabschiedeter Entwürfe, oder entsprechender Nachfolgevorschriften) als Zinsen oder weil solche Zahlungen ganz oder teilweise als Dividenden im Sinne des Kanadischen Einkommenssteuergesetzes (Income Tax Act (Canada)) angesehen werden. Wobei subsection 213(3.2) in einem Entwurf (Notice of Ways and Means Motion) enthalten ist, der dem Bundeshaushalt beigefügt war, der vom

Im Fall von Schuldverschreibungen, die von VCI begeben werden einfügen: Kanadischen Finanzminister am 11. Februar 2014 vorgelegt wurde.]

[(f) von den Vereinigten Staaten von Amerika aufgrund der Tatsache erhoben werden, dass ein Gläubiger oder wirtschaftlich Berechtigter (i) nicht in der Lage war, eine vollständige Befreigung von der Einkommensbesteuerung (einschließlich der Vorlage des einschlägigen IRS Formulars W-8 oder W-9) zu erwirken oder (ii) gegenwärtig oder in der Vergangenheit Status den (v) eines passiven Anlageunternehmens (passive investment company) im Hinblick die Vereinigten auf Staaten, also Unternehmens, das Erträge bündelt, um Einkommenssteuern in den USA (United States Federal income tax) zu vermeiden; (w) eines im Hinblick auf die USA beherrschten ausländischen Unternehmens (controlled foreign corporation), das durch Aktienbesitz mit der Emittentin verbunden ist, (x) einer privaten Stiftung oder sonstigen steuerbefreiten Körperschaft (private foundation or other tax-exempt organisation) im Hinblick auf die USA; (y) eines "10% Anteilsinhabers" im Sinne des Paragraphen 871(h)(3)(B) or 881(c)(3)(B) des Internal Revenue Code im Hinblick auf die Emittentin; oder (z) einer Zinsen erhaltenden Bank im Sinne von Paragraph 881(c)(3)(A) des Internal Revenue Code innehat oder hatte.]

§ 8 VORLEGUNGSFRIST

Die in § 801 Absatz 1 Satz 1 BGB bestimmte Vorlegungsfrist wird für die Schuldverschreibungen auf zehn Jahre verkürzt.

§ 9 KÜNDIGUNG

- (1) Kündigungsgründe. Jeder Gläubiger ist berechtigt, seine sämtlichen Forderungen aus den Schuldverschreibungen ganz oder teilweise durch Kündigung gegenüber dem Fiscal Agent fällig zu stellen und Rückzahlung zu ihrem vorzeitigen Rückzahlungsbetrag (wie in § 5 beschrieben), zuzüglich etwaiger bis zum Tage der Rückzahlung aufgelaufener Zinsen zu verlangen, falls:
- (a) die Emittentin Kapital oder Zinsen nicht innerhalb von 30 Tagen nach dem betreffenden Fälligkeitstag zahlt; oder
- (b) die Emittentin die ordnungsgemäße Erfüllung irgendeiner anderen Verpflichtung aus den Schuldverschreibungen [falls die Schuldverschreibungen von VIF, VCI, VCCI, VIL oder Porsche Holding begeben werden, einfügen: oder die Garantin die Erfüllung einer Verpflichtung aus der Garantie, auf die in § 2 Bezug genommen wird,] unterlässt und diese Unterlassung nicht geheilt werden kann oder, falls sie geheilt werden kann, länger als 90 Tage fortdauert, nachdem der Fiscal Agent hierüber eine Benachrichtigung von einem Gläubiger erhalten hat; oder
- (c) die Emittentin [falls die Schuldverschreibungen von VIF, VCI, VCCI, VIL oder Porsche Holding begeben werden, einfügen: oder die Garantin] ihre Zahlungsunfähigkeit bekanntgibt; oder
- ein Gericht ein Konkurs- oder anderes Insolvenzverfahren gegen die Emittentin [falls die Schuldverschreibungen von VIF, VCI, VCCI, VIL oder Porsche Holding begeben werden, einfügen: oder die Garantin] eröffnet, oder ein Verfahren eröffnet wird, welches nicht innerhalb von 60 Tagen beendet oder eingestellt wird oder die Emittentin [falls die Schuldverschreibungen von VIF, VCI, VCCI, VIL oder

Porsche Holding begeben werden, einfügen: oder die Garantin] ein solches Verfahren einleitet oder beantragt oder eine allgemeine Schuldenregelung zugunsten ihrer Gläubiger anbietet oder trifft [falls die Schuldverschreibungen von VIF begeben werden, einfügen: oder die Emittentin ein "surseance van betaling" (im Sinne des niederländischen Insolvenzrechts) beantragt]; oder

- (e) die Emittentin [falls die Schuldverschreibungen von VIF, VCI, VCCI, VIL oder Porsche Holding begeben werden, einfügen: oder die Garantin] in Liquidation tritt, es sei denn, dies geschieht im Zusammenhang mit einer Verschmelzung oder einer anderen Form des Zusammenschlusses mit einer anderen Gesellschaft und diese Gesellschaft übernimmt alle Verpflichtungen, die Emittentin die Schuldverschreibungen von VIF, VCI, VCCI, VIL oder Porsche Holding begeben werden, einfügen: oder die Garantin1 im Zusammenhang mit diesen Schuldverschreibungen eingegangen ist[; oder][.]
- [(f) die Garantie, gleich aus welchem Grund, nicht mehr in vollem Umfang rechtswirksam ist.]

Im Fall von Schuldverschreibungen, die von VIF, VIL, VCI, VCCI und Porsche Holding begeben werden einfügen, wenn anwendbar:

Das Kündigungsrecht erlischt, falls der Kündigungsgrund vor Ausübung des Rechts geheilt wurde.

- (2) *Quorum.* Im Falle von Absatz (1) (b) wird eine Kündigung, sofern nicht bei deren Eingang zugleich einer der in Absatz (1)(a) und (1)(c) bis (1)(e) bezeichneten Kündigungsgründe vorliegt, erst wirksam, wenn bei dem Fiscal Agent Kündigungserklärungen von Gläubigern von Schuldverschreibungen im Nennbetrag von mindestens ¹/₁₀ der dann ausstehenden Schuldverschreibungen eingegangen sind.
- (3) Benachrichtigung. Eine Benachrichtigung, einschließlich einer Kündigung der Schuldverschreibungen gemäß vorstehendem Absatz (1) ist schriftlich in deutscher oder englischer Sprache gegenüber dem Fiscal Agent zu erklären und persönlich oder per Einschreiben an dessen bezeichnete Geschäftsstelle zu übermitteln. Der Benachrichtigung ist ein Nachweis beizufügen, aus dem sich ergibt, dass der betreffende Gläubiger zum Zeitpunkt der Abgabe der Benachrichtigung Inhaber der betreffenden Schuldverschreibung ist. Der Nachweis kann durch eine Bescheinigung der Depotbank (wie in § 14 Absatz (3) definiert) oder auf andere geeignete Weise erbracht werden.

[§ 10 ERSETZUNG

Im Falle von Schuldverschreibungen, die von VWAG, VIF, VCCI, VIL und Porsche Holding begeben werden, einfügen:

(1) Ersetzung. Die Emittentin ist jederzeit berechtigt, sofern sie sich nicht mit einer Zahlung von Kapital oder Zinsen auf die Schuldverschreibungen in Verzug befindet, ohne Zustimmung der Gläubiger [falls die Schuldverschreibungen von VIF oder VCCI begeben werden, einfügen: entweder die Garantin oder] eine Tochtergesellschaft (wie nachstehend definiert) [im Fall von Schuldverschreibungen, die von VWAG begeben werden, einfügen: der Emittentin] [falls die Schuldverschreibungen von VIF, VCCI, VIL oder Porsche Holding begeben werden, einfügen: der Garantin] an ihrer Stelle als Hauptschuldnerin (die "Nachfolgeschuldnerin") für alle Verpflichtungen aus und im Zusammenhang mit diesen Schuldverschreibungen einzusetzen, sofern:

- (a) die Nachfolgeschuldnerin in der Lage ist, sämtliche sich aus oder im Zusammenhang mit diesen Schuldverschreibungen ergebenen Zahlungsverpflichtungen ohne die Notwendigkeit eines Einbehalts von irgendwelchen Steuern oder Abgaben an der Quelle zu erfüllen sowie die hierzu erforderlichen Beträge ohne Beschränkungen an den Fiscal Agent übertragen können;
- (b) die Nachfolgeschuldnerin alle Verpflichtungen der Emittentin aus oder im Zusammenhang mit diesen Schuldverschreibungen übernimmt;
- (c) die Nachfolgeschuldnerin sich verpflichtet, jedem Gläubiger alle Steuern, Gebühren oder Abgaben zu erstatten, die ihm in Folge der Ersetzung durch die Nachfolgeschuldnerin auferlegt werden;
- (d) sichergestellt ist, dass sich die Verpflichtungen der [im Falle von Schuldverschreibungen, die von VWAG begeben werden, einfügen: Emittentin] [falls die Schuldverschreibungen von VIF, VCCI, VIL oder Porsche Holding begeben werden, einfügen: Garantin] aus der Garantie des Debt Issuance Programms der Emittentinnen auch auf die Schuldverschreibungen der Nachfolgeschuldnerin erstrecken;
- (e) dem Fiscal Agent jeweils eine Bestätigung bezüglich der betroffenen Rechtsordnungen von anerkannten Rechtsanwälten vorgelegt wird, dass die Bestimmungen in den vorstehenden Unterabsätzen (a), (b), (c) und (d) erfüllt wurden; und
- (f) es sich bei der Nachfolgeschuldnerin nicht um die VW Credit, Inc. handelt.

Im Sinne dieser Bedingungen bedeutet "**Tochtergesellschaft**" eine Kapital- oder Personengesellschaft, an der die Volkswagen Aktiengesellschaft direkt oder indirekt insgesamt mehr als 90% des Kapitals jeder Klasse oder der Stimmrechte hält.

- (2) Bekanntmachung. Jede Ersetzung ist gemäß § [12][13] bekannt zu machen.
- (3) Änderung von Bezugnahmen. Im Fall einer Ersetzung gilt jede Bezugnahme in diesen Emissionsbedingungen auf die Emittentin ab dem Zeitpunkt der Ersetzung als Bezugnahme auf die Nachfolgeschuldnerin und jede Bezugnahme auf das Land, in dem die Emittentin ihren Sitz oder Steuersitz hat, gilt ab diesem Zeitpunkt als Bezugnahme auf das Land, in dem die Nachfolgeschuldnerin ihren Sitz oder Steuersitz hat. Des weiteren gilt im Fall einer Ersetzung folgendes:

Im Falle von Schuldverschreibungen, die von VWAG begeben werden, einfügen:

- [(a) in § 7 und § 5 Absatz (2) gilt eine alternative Bezugnahme auf Deutschland als aufgenommen (zusätzlich zu der Bezugnahme nach Maßgabe des vorstehenden Satzes auf das Land, in dem die Nachfolgeschuldnerin ihren Sitz oder Steuersitz hat);
- (b) in § 9 Absatz (1)(c) bis (g) gilt eine alternative Bezugnahme auf die Emittentin in ihrer Eigenschaft als Garantin als aufgenommen (zusätzlich zu der Bezugnahme auf die Nachfolgeschuldnerin).]

lm Falle von Schuldverschreibungen,

[In § 7 und § 5 Absatz (2) gilt eine alternative Bezugnahme auf die Niederlande als aufgenommen (zusätzlich zu der Bezugnahme nach

die von VIF begeben werden, einfügen:

Im Falle von Schuldverschreibungen, die von VCCI begeben werden, einfügen:

Im Falle von Schuldverschreibungen, die von VIL begeben werden, einfügen:

Im Falle von Schuldverschreibungen, die von Porsche Holding begeben werden, einfügen: Maßgabe des vorstehenden Satzes auf das Land, in dem die Nachfolgeschuldnerin ihren Sitz oder Steuersitz hat).]

- [In § 7 und § 5 Absatz (2) gilt eine alternative Bezugnahme auf Kanada als aufgenommen (zusätzlich zu der Bezugnahme nach Maßgabe des vorstehenden Satzes auf das Land, in dem die Nachfolgeschuldnerin ihren Sitz oder Steuersitz hat).]]
- [In § 7 und § 5 Absatz (2) gilt eine alternative Bezugnahme auf Luxemburg als aufgenommen (zusätzlich zu der Bezugnahme nach Maßgabe des vorstehenden Satzes auf das Land, in dem die Nachfolgeschuldnerin ihren Sitz oder Steuersitz hat).]]
- [In § 7 und § 5 Absatz (2) gilt eine alternative Bezugnahme auf Österreich als aufgenommen (zusätzlich zu der Bezugnahme nach Maßgabe des vorstehenden Satzes auf das Land, in dem die Nachfolgeschuldnerin ihren Sitz oder Steuersitz hat).]]

§ [10][11] BEGEBUNG WEITERER SCHULDVERSCHREIBUNGEN, ANKAUF UND ENTWERTUNG

- (1) Begebung weiterer Schuldverschreibungen. Die Emittentin ist berechtigt, jederzeit ohne Zustimmung der Gläubiger weitere Schuldverschreibungen mit gleicher Ausstattung (gegebenenfalls mit Ausnahme des Tags der Begebung, des Verzinsungsbeginns und/oder des Ausgabepreises) in der Weise zu begeben, dass sie mit diesen Schuldverschreibungen eine einheitliche Serie bilden.
- (2) Ankauf. Die Emittentin ist berechtigt, jederzeit Schuldverschreibungen im Markt oder anderweitig zu jedem beliebigen Preis zu kaufen. Die von der Emittentin erworbenen Schuldverschreibungen können nach Wahl der Emittentin von ihr gehalten, weiterverkauft oder bei dem Fiscal Agent zwecks Entwertung eingereicht werden. Sofern diese Käufe durch öffentliches Angebot erfolgen, muss dieses Angebot allen Gläubigern gemacht werden.
- (3) Entwertung. Sämtliche vollständig zurückgezahlten Schuldverschreibungen sind unverzüglich zu entwerten und können nicht wiederbegeben oder wiederverkauft werden.

§ [11] [12]

ÄNDERUNG DER ANLEIHEBEDINGUNGEN, GEMEINSAMER VERTRETER[,ÄNDERUNG DER GARANTIE]

- (1) Änderung der Anleihebedingungen. Die Gläubiger können entsprechend den Bestimmungen des Gesetzes über Schuldverschreibungen aus Gesamtemissionen (Schuldverschreibungsgesetz - "SchVG") durch einen Beschluss mit der in Absatz 2 bestimmten Mehrheit über einen im SchVG zugelassenen Gegenstand eine Änderung der Anleihebedingungen mit der Emittentin vereinbaren. Die Mehrheitsbeschlüsse der Gläubiger gleichermaßen alle Gläubiger verbindlich. Mehrheitsbeschluss der Gläubiger, der nicht gleiche Bedingungen für alle Gläubiger vorsieht, ist unwirksam, es sei denn die benachteiligten Gläubiger stimmen ihrer Benachteiligung ausdrücklich zu.
- (2) Mehrheitserfordernisse. Die Gläubiger entscheiden mit einer Mehrheit von [75] % der an der Abstimmung teilnehmenden Stimmrechte. Beschlüsse, durch welche der wesentliche Inhalt der Anleihebedingungen nicht geändert wird und die keinen Gegenstand der § 5 Absatz 3, Nr. 1 bis Nr. 8 des SchVG betreffen, bedürfen zu ihrer Wirksamkeit einer einfachen Mehrheit der an der Abstimmung teilnehmenden Stimmrechte.

- (3) Abstimmung ohne Versammlung. Alle Abstimmungen werden ausschließlich im Wege der Abstimmung ohne Versammlung durchgeführt. Eine Gläubigerversammlung und eine Übernahme der Kosten für eine solche Versammlung durch die Emittentin findet ausschließlich im Fall des § 18 Absatz 4, Satz 2 SchVG statt.
- (4) Leitung der Abstimmung. Die Abstimmung wird von einem von der Emittentin beauftragten Notar oder, falls der gemeinsame Vertreter zur Abstimmung aufgefordert hat, vom gemeinsamen Vertreter geleitet.
- (5) Stimmrecht. An Abstimmungen der Gläubiger nimmt jeder Gläubiger nach Maßgabe des Nennwerts oder des rechnerischen Anteils seiner Berechtigung an den ausstehenden Schuldverschreibungen teil.
- (6) Gemeinsamer Vertreter. Die Gläubiger können durch Mehrheitsbeschluss zur Wahrnehmung ihrer Rechte einen gemeinsamen Vertreter für alle Gläubiger bestellen.
- (6) Gemeinsamer Vertreter. Gemeinsamer Vertreter ist [●]. Die Haftung des gemeinsamen Vertreters ist auf das Zehnfache seiner jährlichen Vergütung beschränkt, es sei denn, dem gemeinsamen Vertreter fällt Vorsatz oder grobe Fahrlässigkeit zur Last.

Der gemeinsame Vertreter hat die Aufgaben und Befugnisse, welche ihm durch Gesetz oder von den Gläubigern durch Mehrheitsbeschluss eingeräumt wurden. Er hat die Weisungen der Gläubiger zu befolgen. Soweit er zur Geltendmachung von Rechten der Gläubiger ermächtigt ist, sind die einzelnen Gläubiger zur selbständigen Geltendmachung dieser Rechte nicht befugt, es sei denn der Mehrheitsbeschluss sieht dies ausdrücklich vor. Über seine Tätigkeit hat der gemeinsame Vertreter den Gläubigern zu berichten. Für die Abberufung und die sonstigen Rechte und Pflichten des gemeinsamen Vertreters gelten die Vorschriften des SchVG.

(7) Änderung der Garantie. Die oben aufgeführten auf die Schuldverschreibungen anwendbaren Bestimmungen finden sinngemäß auf die Bestimmungen der Garantie der Volkswagen Aktiengesellschaft Anwendung.

Im Falle von Schuldverschreibungen, die von VIF, VCI, VCCI, VIL oder Porsche Holding

werden,

Falls kein gemeinsamer

Im Fall der Bestellung

Bedingungen, einfügen:

in

gemeinsamen

in

den

den

bestellt

Vertreter

Vertreters

begeben einfügen:

des

Bedingungen

wird, einfügen:

Im Falle von Schuldverschreibungen, die von VWAG begeben werden, einfügen:

§ [12][13] MITTEILUNGEN

[Alle die Schuldverschreibungen betreffenden Mitteilungen sind im Bundesanzeiger zu veröffentlichen. Jede derartige Mitteilung gilt am dritten Kalendertag nach dem Tag der Veröffentlichung (oder bei mehreren Veröffentlichungen am dritten Tag nach dem Tag der ersten solchen Veröffentlichung) als wirksam erfolgt.] [Im Fall von Schuldverschreibungen, die an der Luxemburger Börse notiert sind, einfügen: Solange die Schuldverschreibungen an der Luxemburger Wertpapierbörse gelistet sind und die Regeln und Vorschriften der Luxemburger Wertpapierbörse dies erfordern, erfolgen alle die Schuldverschreibungen betreffenden Mitteilungen durch elektronische Publikation auf der Website der Luxemburger Börse (www.bourse.lu). Jede Mitteilung gilt am dritten Tag nach dem Tag der Veröffentlichung als wirksam erfolgt.]

[zusätzliche Bestimmungen sing ggf. hier einzufügen]

Falls die Schuldverschreibungen von VIF, VCI, VCCI, VIL oder Porsche Holding begeben werden, [[Im Fall von Schuldverschreibungen, die an einer Börse notiert sind, einfügen: (1) Bekanntmachung. Solange die Schuldverschreibungen an der [Official List der] Luxemburger Wertpapierbörse gelistet sind und die Regeln und Vorschriften der Luxemburger Wertpapierbörse dies erfordern, erfolgen alle die

einfügen:

Schuldverschreibungen betreffenden Mitteilungen durch elektronische Publikation auf der Website der Luxemburger Börse (www.bourse.lu). Jede Mitteilung gilt am dritten Tag nach dem Tag der Veröffentlichung wirksam erfolgt.] [lm Fall von VIF begebenen Schuldverschreibungen, die an einer Börse notiert sind, einfügen: (1) Bekanntmachung. Alle die Schuldverschreibungen betreffenden Mitteilungen sind in einer führenden Tageszeitung mit allgemeiner Verbreitung in Luxemburg, voraussichtlich dem Luxemburger Wort zu veröffentlichen. Jede derartige Mitteilung gilt am dritten Tag nach dem Tag der Veröffentlichung (oder bei mehreren Veröffentlichungen am dritten Tag nach dem Tag der ersten solchen Veröffentlichung) als wirksam erfolgt.]

[(2)] Mitteilungen an das Clearing System.

[Im Fall von Schuldverschreibungen, die nicht notiert sind, einfügen: Die Emittentin wird alle die Schuldverschreibungen betreffenden Mitteilungen an das Clearing System zur Weiterleitung an die Gläubiger übermitteln. Jede derartige Mitteilung gilt am siebten Tag nach dem Tag der Mitteilung an das Clearing System als den Gläubigern mitgeteilt.]

[Im Fall von Schuldverschreibungen, die an der Luxemburger Börse notiert sind, einfügen: Solange Schuldverschreibungen an der Luxemburger Börse notiert sind, findet Absatz (1) Anwendung. Soweit dies Mitteilungen über den Zinssatz betrifft oder die Regeln der Luxemburger Börse es zulassen, kann die Emittentin eine Veröffentlichung nach Absatz (1) durch eine Mitteilung an das Clearing System zur Weiterleitung an die Gläubiger ersetzen; jede derartige Mitteilung gilt am siebten Tag nach dem Tag der Mitteilung an das Clearing System als den Gläubigern mitgeteilt.]

§ [13][14] ANWENDBARES RECHT, GERICHTSSTAND[, ÄNDERUNGEN DER EMISSIONSBEDINGUNGEN UND GEMEINSAMER VERTRETER,] [UND] GERICHTLICHE GELTENDMACHUNG

- **Anwendbares** [Form Inhalt der][Die] (1) Recht. und Schuldverschreibungen [sowie][, einschließlich] die Rechte und Pflichten der Gläubiger und der Emittentin [bestimmen sich][unterliegen] in jeder Hinsicht [nach] deutschem Recht[im Fall von Schuldverschreibungen, die von der VIL emittiert werden, einfügen: die Artikel 86 bis 94-8 des Luxemburger Gesetzes vom 10. August 1915 über gewerbliche Unternehmen (Loi Concernant les Sociétés Commerciales) in seiner jeweils geltenden Fassung sind ausdrücklich ausgeschlossen].
- (2) Gerichtsstand. Nicht ausschließlich zuständig für sämtliche im Zusammenhang mit den Schuldverschreibungen entstehenden Klagen oder sonstige Verfahren ("Rechtsstreitigkeiten") ist das Landgericht Frankfurt am Main. Die Gläubiger können ihre Ansprüche jedoch auch vor anderen zuständigen Gerichten geltend machen. Die deutschen Gerichte sind ausschließlich zuständig für die Kraftloserklärung abhanden gekommener oder vernichteter Schuldverschreibungen. Die Emittentin unterwirft sich hiermit der Gerichtsbarkeit der nach diesem Absatz zuständigen Gerichte.

Das Amtsgericht Frankfurt am Main ist gemäß § 9 Abs. 3 SchVG zuständig für alle Verfahren nach §§ 9 Abs. 2, 13 Abs. 3 und 18 Abs. 2 SchVG und das Landgericht Frankfurt am Main ist gemäß § 20 Abs. 3 SchVG ausschließlich zuständig für Klagen im Zusammenhang mit der Anfechtung von Beschlüssen der Anleihegläubiger.

Schuldverschreibungen, die von VIF, VCI, VCCI, VIL oder Porsche Holding begeben werden, einfügen:

Falle

lm

lm Falle von Schuldverschreibungen, Das Amtsgericht Wolfsburg ist gemäß § 9 Abs. 3 SchVG zuständig für alle Verfahren nach §§ 9 Abs. 2, 13 Abs. 3 und 18 Abs. 2 SchVG und

die von VWAG begeben werden, einfügen:

Im Falle von Schuldverschreibungen, die von VIF, VCI, VCCI, VIL oder Porsche Holding begeben werden, einfügen: das Landgericht Braunschweig ist gemäß § 20 Abs. 3 SchVG ausschließlich zuständig für Klagen im Zusammenhang mit der Anfechtung von Beschlüssen der Anleihegläubiger.

[(3) Bestellung von Zustellungsbevollmächtigten. Für etwaige Rechtsstreitigkeiten vor deutschen Gerichten bestellt die Emittentin die Volkswagen Aktiengesellschaft, Berliner Ring 2, 38440 Wolfsburg, Deutschland, zu ihrer Zustellungsbevollmächtigten in Deutschland.]

Gerichtliche Geltendmachung. Jeder Gläubiger Schuldverschreibungen ist berechtigt, in jedem Rechtsstreit gegen die Emittentin oder in jedem Rechtsstreit, in dem der Gläubiger und die Emittentin Partei sind, seine Rechte Schuldverschreibungen im eigenen Namen auf der folgenden Grundlage zu schützen oder geltend zu machen: (i) er bringt eine Bescheinigung der Depotbank bei, bei der er für Schuldverschreibungen ein Wertpapierdepot unterhält, welche (a) den vollständigen Namen und die vollständige Adresse des Gläubigers enthält, (b) den Gesamtnennbetrag der Schuldverschreibungen bezeichnet, die unter dem Datum der Bestätigung auf dem Wertpapierdepot verbucht sind und (c) bestätigt, dass die Depotbank gegenüber dem Clearing System eine schriftliche Erklärung abgegeben hat, die die vorstehend unter (a) und (b) bezeichneten Informationen enthält; und (ii) er legt eine Kopie der die betreffenden Schuldverschreibungen verbriefenden Globalurkunde vor, deren Übereinstimmung mit dem Original eine vertretungsberechtigte Person des Clearing Systems oder des Verwahrers des Clearing Systems bestätigt hat, ohne dass eine Vorlage der Originalbelege oder der die Schuldverschreibungen verbriefenden Globalurkunde in einem solchen Verfahren erforderlich wäre. Für die Zwecke des Vorstehenden bezeichnet "Depotbank" jede Bank oder ein sonstiges anerkanntes Finanzinstitut, das berechtigt das Wertpapierverwahrungsgeschäft zu betreiben und bei der/dem der Gläubiger ein Wertpapierdepot für die Schuldverschreibungen unterhält, einschließlich des Clearing Systems. Unbeschadet des Vorstehenden kann jeder Gläubiger seine Rechte aus den Schuldverschreibungen auch auf jede andere Weise schützen oder geltend machen, die im Land des Rechtsstreits prozessual zulässig ist.

§ [14][15] SPRACHE

[Diese Emissionsbedingungen sind in deutscher Sprache abgefasst. Eine Übersetzung in die englische Sprache ist beigefügt. Der deutsche Text ist bindend und maßgeblich. Die Übersetzung in die englische Sprache ist unverbindlich.]

[Diese Emissionsbedingungen sind in englischer Sprache abgefasst. Eine Übersetzung in die deutsche Sprache ist beigefügt. Der englische Text ist bindend und maßgeblich. Die Übersetzung in die deutsche Sprache ist unverbindlich.]

[Diese Emissionsbedingungen sind ausschließlich in deutscher Sprache abgefasst.]

Emissionsbedingungen in deutscher Sprache mit einer Übersetzung in die englische Sprache abgefasst sind, einfügen: **Falls** die Emissionsbedingungen in englischer Sprache mit einer Übersetzung in die deutsche Sprache abgefasst sind, einfügen: **Falls** die Emissionsbedingungen ausschließlich in deutscher Sprache abgefasst sind, einfügen:

Falls

Diese Serie von Schuldverschreibungen wird gemäß einem geänderten und neugefassten Agency Agreement datiert auf oder um den 2. Mai 2014 (das "Agency Agreement") zwischen Volkswagen Aktiengesellschaft ("VWAG"), Volkswagen International Finance N. V. ("VIF"), VW Credit, Inc. ("VCI"), VW Credit Canada, Inc. / Crédit VW Canada, Inc. ("VCCI"), Volkswagen International Luxemburg S.A. ("VIL") und Porsche Holding Gesellschaft m.b.H. ("Porsche Holding") (einzeln jeweils die "Emittentin" und zusammen die "Emittentinnen") und der Citibank, N.A. als Fiscal Agent (der "Fiscal Agent", wobei dieser Begriff jeden Nachfolger des Fiscal Agent gemäß dem Agency Agreement einschließt) und den anderen darin genannten Parteien begeben. Kopien des Agency Agreement können kostenlos bei der bezeichneten Geschäftsstelle des Fiscal Agent nach angemessener vorheriger Nachfrage und bei den bezeichneten Geschäftsstellen einer jeden Zahlstelle sowie am Sitz einer jeden Emittentin bezogen werden. [Im Falle von Schuldverschreibungen, die von VIF, VCI, VCCI, VIL oder Porsche Holding begeben werden, einfügen: Die Schuldverschreibungen sind mit einer unbedingten unwiderruflichen Garantie der Volkswagen Aktiengesellschaft (die "Garantin") versehen.]

EMISSIONSBEDINGUNGEN DER INHABERSCHULDVERSCHREIBUNGEN (DEUTSCHE FASSUNG)

§ 1 WÄHRUNG, STÜCKELUNG, FORM, DEFINITIONEN

- (1) Währung; Stückelung. Diese Serie der Schuldverschreibungen (die "Schuldverschreibungen") der [Emittentin einfügen] (die "Emittentin") wird in [festgelegte Währung einfügen] (die "festgelegte Währung") im Gesamtnennbetrag [Falls die Globalurkunde eine NGN ist, einfügen: (vorbehaltlich § 1 Absatz (6))] von [Gesamtnennbetrag einfügen] (in Worten: [Gesamtnennbetrag in Worten einfügen]) in [einer] Stückelung[en] von [festgelegte Stückelung[en] einfügen] (die "festgelegte[n] Stückelung[en]") begeben.
- Im Falle von Schuldverschreibungen, die nicht auf CAD lauten und von CDS gehalten werden:
- Im Falle von Schuldverschreibungen, die auf CAD lauten und von CDS gehalten werden:
- [(2) Form. Die Schuldverschreibungen lauten auf den Inhaber und sind durch eine oder mehrere Globalurkunden verbrieft (jeweils eine "Globalurkunde").]
- [(2) Form, Eigentum und Übertragung. Die Schuldverschreibungen lauten auf den Inhaber und werden durch eine Globalurkunde verbrieft, die von CDS & CO. im Auftrag von CDS Clearing and Depository Services Inc. ("CDS") verwahrt und von CDS gehalten werden (die "Dauerglobalurkunde"). Das wirtschaftliche Eigentum an der Dauerglobalurkunde wird durch Buchungserfassungskonten (book-entry accounts) der Finanzinstitute vermittelt, die im Namen der wirtschaftlichen Eigentümer handeln und direkte oder indirekte Teilnehmer an CDS sind. Investoren können nach ihrer Wahl ihre Anteile an der Dauerglobalurkunde in Kanada durch CDS, oder in Europa durch Clearstream Luxemburg oder Euroclear unmittelbar halten, wenn sie Teilnehmer an diesen Systemen sind oder mittelbar durch Organisationen, die Teilnehmer an diesen Systemen sind. Clearstream, Luxemburg und Euroclear werden Anteile im Namen ihrer Teilnehmer durch Wertpapierkonten in ihrem eigenen Namen bei den kanadischen Subcustodians halten, die jeweils amtlich zugelassene kanadische Banken sind (Canadian Schedule I chartered Bank) ("Kanadische Subcustodians"). Die Kanadischen

Subcustodians werden diese Anteile ihrerseits wiederum durch Wertpapierkonten im eigenen Namen bei CDS halten.

Unbeschadet der Emissionsbedingungen ist CDS & CO., oder jede andere von CDS benannte Stelle, solange die Dauerglobalurkunde noch Schuldverschreibung verbrieft von der Emittentin, dem Fiscal Agent und jeder anderen Zahlstelle für alle Zwecke als einziger Eigentümer und Gläubiger dieser Schuldverschreibung behandeln. Zahlungen von Kapital und Zinsen Dauerglobalurkunde werden im Namen der Emittentin vom Fiscal Agent (mittels einer elektronischen Überweisung an Korrespondenzbank in Toronto (Citibank, Toronto)) an CDS & CO., oder jede andere von CDS benannte Stelle, geleistet und CDS wird die erhaltenen Zahlungen an das zuständige Clearing System verteilen.

Einzelurkunden

Kein wirtschaftlicher Eigentümer der Schuldverschreibungen hat, außer in den von der Dauerglobalurkunde vorgesehenen, sowie den untenstehenden beschränkten Fällen, einen Anspruch darauf, eine verkörperte Einzelurkunde zu erhalten.

Die Emittentin wird Einzelurkunden verbriefen oder verbriefen lassen und die Dauerglobalurkunde durch sie ersetzen, wenn die Schuldverschreibungen, die durch die Dauerglobalurkunde verkörpert werden, von oder für CDS gehalten werden und (i) CDS die Emittentin benachrichtigt hat, dass sie nicht gewillt oder nicht in der Lage ist weiter Hinterlegungsstelle für die Schuldverschreibungen zu sein und die Emittentin 90 Werktage nach Erhalt einer solchen Benachrichtigung keine Nachfolge-Hinterlegungsstelle benannt hat; oder (ii) CDS aufhört eine nach dem Wertpapiergesetz von Ontario (Securities Act (Ontario)) anerkannte Clearingstelle oder eine Selbstregulierungsorganisation (self-regulatory Organisation) nach dem Wertpapiergesetz von Québec (Securities Act (Québec)) oder einer anderen kanadischen Wertpapiervorschrift zu sein und kein anderes für die Emittentin zufriedenstellendes Clearingsystem innerhalb von 90 Tagen nach Kenntniserlangung der Emittentin vom Verlust der oben benannten Eigenschaft seitens der CDS benannt

Unmittelbare Rechte

Unmittelbare Rechte können nur in Übereinstimmung mit den Emissionsbedingungen und den Verfahren von CDS ausgeübt werden.

Im Falle von Schuldverschreibungen, die von VCI begeben werden einfügen: (3) Dauerglobalurkunde. Die Schuldverschreibungen sind durch eine Dauerglobalurkunde (die "Dauerglobalurkunde") ohne Zinsscheine verbrieft, die für Zwecke der Bundeseinkommenssteuer der Vereinigten Staaten als Namenspapier betrachtet wird. Die Dauerglobalurkunde trägt die eigenhändigen Unterschriften zweier ordnungsgemäß bevollmächtigter Vertreter der Emittentin und ist von dem Fiscal Agent oder in dessen Namen mit einer Kontrollunterschrift versehen. Einzelurkunden und Zinsscheine werden nicht ausgegeben.

Bruchteilseigentumsansprüche an jeder Dauerglobalurkunde werden in dem Register des jeweiligen Clearing Systems ausgewiesen und die Übertragung von Eigentum erfolgt nur durch Buchung und Eintragung in das Register des jeweiligen Clearing Systems. Außer in begrenzten Fällen darf das Clearing System eine Dauerglobalurkunde nur an eine Nachfolgeverwahrstelle übertragen, und Bruchteilseigentum an einer Dauerglobalurkunde ist nicht in eine

Einzelurkunde austauschbar. Das jeweilige Clearing System muss CBF sein, es sei denn ein anderes Clearing System hat eine Vereinbarung über ein Erfasssungssystem (book-entry agreement) getroffen oder eine anderweitige Dematerialisierung von Schuldverschreibungen unter dem U.S. Steuerrecht wurde adressiert.

Zinszahlungen erfolgen auf diese von der VCI begebenen Schuldverschreibungen nur nach Lieferung der Bestätigung über das Nichtbestehen U. S.-amerikanischen wirtschaftlichen Eigentums gemäß U.S. Treas. Reg. § 1.871-14©(2) (grundsätzlich ein geeignetes IRS Formular W-8) an die für die Einbehaltung zuständige Stelle(withholding agent).

(3) Dauerglobalurkunde.

Die Schuldverschreibungen sind durch eine Dauerglobalurkunde (die "Dauerglobalurkunde") ohne Zinsscheine verbrieft. Die Dauerglobalurkunde trägt die eigenhändigen Unterschriften zweier ordnungsgemäß bevollmächtigter Vertreter der Emittentin und ist von dem Fiscal Agent oder in dessen Namen mit einer Kontrollunterschrift versehen.

Im Falle von Schuldverschreibungen, die von nicht VCI begeben werden und die durch eine Dauerglobalurkunde verbrieft sind, einfügen:

Im Falle von Schuldverschreibungen, die anfänglich durch eine vorläufige Globalurkunde verbrieft sind, einfügen:

- [(3) Vorläufige Globalurkunde Austausch.
- (a) Die Schuldverschreibungen sind anfänglich durch eine vorläufige Globalurkunde (die "vorläufige Globalurkunde") ohne Zinsscheine verbrieft. Die vorläufige Globalurkunde wird Schuldverschreibungen gegen in den festgelegten Stückelungen, die durch eine Dauerglobalurkunde (die "Dauerglobalurkunde") ohne Zinsscheine verbrieft sind, ausgetauscht. Die vorläufige Globalurkunde und die Dauerglobalurkunde tragen jeweils die eigenhändigen ordnungsgemäß Unterschriften zweier bevollmächtigter Vertreter der Emittentin und sind jeweils von dem Fiscal Agent oder in dessen Namen mit einer Kontrollunterschrift versehen. Einzelurkunden und Zinsscheine werden nicht ausgegeben.
- (b) Die vorläufige Globalurkunde wird an einem Tag (der Dauerglobalurkunde "Austauschtag") gegen die ausgetauscht, der nicht mehr als 180 Tage nach dem Tag der Begebung der durch die vorläufige Globalurkunde verbrieften Schuldverschreibungen liegt. Der Austauschtag darf nicht weniger als 40 Tage nach dem Tag der Begebung liegen. Ein solcher Austausch darf nur nach Vorlage Bescheinigungen erfolgen, wonach der oder die wirtschaftlichen Eigentümer der durch die vorläufige Globalurkunde verbrieften Schuldverschreibungen keine U. S.-Personen (ausgenommen bestimmte Finanzinstitute oder bestimmte Personen, die Schuldverschreibungen über solche Finanzinstitute halten) sind. Zinszahlungen auf durch vorläufige Globalurkunde eine verbriefte Schuldverschreibungen erfolgen erst nach Vorlage solcher Bescheinigungen. Eine gesonderte Bescheinigung ist für jede solche Zinszahlung erforderlich. Jede Bescheinigung, die am oder nach dem 40. Tag nach dem Tag der Ausgabe der durch vorläufige Globalurkunde verbrieften Schuldverschreibungen eingeht, wird als ein Ersuchen behandelt werden, diese vorläufige Globalurkunde gemäß Absatz (b) dieses § 1 Absatz (3) auszutauschen. Wertpapiere, die im Austausch für die vorläufige Globalurkunde geliefert werden, dürfen nur außerhalb der Vereinigten Staaten (wie in § 6 Absatz (2) definiert) geliefert werden.]

(4) Clearing System. Die Globalurkunde, die die Schuldverschreibungen verbrieft, wird von einem oder für ein Clearing System verwahrt. "Clearing System" bedeutet [bei mehr als einem Clearing System einfügen: jeweils] folgendes: [Clearstream Banking AG, 60485 Frankfurt am Main, Germany ("CBF")] [Clearstream Banking, société anonyme, 42 Avenue JF Kennedy, L-1855 Luxembourg, Luxembourg ("CBL")] [Euroclear Bank SA/NV, Boulevard du Roi Albert II, 1210 Brussels, Belgium ("Euroclear")] [(CBL und Euroclear jeweils ein "ICSD" und zusammen die "ICSDs")] [,] [und] [anderes Clearing System angeben] sowie jeder Funktionsnachfolger.

Im Fall von Schuldverschreibungen, die im Namen der ICSDs verwahrt werden, einfügen: [Falls die Globalurkunde eine NGN ist, einfügen: Die Schuldverschreibungen werden in Form einer New Global Note ("NGN") ausgegeben und von einem common safekeeper im Namen beider ICSDs verwahrt.]

[Falls die Globalurkunde eine CGN ist, einfügen: Die Schuldverschreibungen werden in Form einer Classical Global Note ("CGN") ausgegeben und von einer gemeinsamen Verwahrstelle im Namen beider ICSDs verwahrt.]

(5) Gläubiger von Schuldverschreibungen. "Gläubiger" bedeutet jeder Inhaber eines Miteigentumsanteils oder anderen vergleichbaren Rechts an den Schuldverschreibungen.

Falls die Globalurkunde eine NGN ist, einfügen:

[(6) Register der ICSDs. Der Nennbetrag der durch die Globalurkunde verbrieften Schuldverschreibungen entspricht dem jeweils in den Registern beider ICSDs eingetragenen Gesamtbetrag. Die Register der ICSDs (unter denen die Register zu verstehen sind, die jeder ICSD für seine Kunden über den Betrag ihres Anteils an den Schuldverschreibungen führt) sind maßgeblicher Nachweis des Globalurkunde Nennbetrages der durch die verbrieften Schuldverschreibungen, und ein zu diesen Zwecken von einem ICSD jeweils ausgestellte Bescheinigung mit dem Nennbetrag der so verbrieften Schuldverschreibungen ist maßgebliche Bestätigung des Inhalts des Registers des betreffenden ICSD zu dem fraglichen Zeitpunkt.

Bei jeder Tilgung oder Zahlung einer Rückzahlungsrate oder einer Zinszahlung auf die durch die Globalurkunde verbrieften Schuldverschreibungen bzw. beim Kauf und der Entwertung der durch die Globalurkunde verbrieften Schuldverschreibungen stellt die Emittentin sicher, dass die Einzelheiten der Rückzahlung, Zahlung oder des Kaufs und der Entwertung bezüglich der Globalurkunde pro rata in die Unterlagen der ICSDs eingetragen werden, und dass, nach dieser Eintragung, vom Nennbetrag der in die Register der ICSDs aufgenommenen und durch die Globalurkunde Schuldverschreibungen der Gesamtnennbetrag der zurückgekauften bzw. gekauften und entwerteten Schuldverschreibungen bzw. der Gesamtbetrag der so gezahlten Raten abgezogen wird.]

Falls die vorläufige Globalurkunde eine NGN ist, einfügen: [Bei Austausch nur eines Teils von Schuldverschreibungen, die durch eine vorläufige Globalurkunde verbrieft sind, wird die Emittentin sicherstellen, dass die Einzelheiten dieses Austauschs pro rata in die Register der ICSDs aufgenommen werden.]

IM Fall von Schuldverschreibungen, die von der CVI begeben werden einfügen: [(6) Effektengiro-Register. Die Emittentin und CBF haben vereinbart, dass CBF zum Effektengiro-Registrar der Emittentin bezüglich der Schuldverschreibungen bestellt wird. In dieser Funktion und unbeschadet der Emission der Schuldverschreibungen sowie deren Status als Inhaberpapiere nach deutschem Recht hat CBF zugesagt, als Beauftragte der Emittentin in den Büchern der CBF Aufzeichnungen über die Schuldverschreibungen, die auf den Konten

§ 2 STATUS, NEGATIVVERPFLICHTUNG

[im Falle von Schuldverschreibungen, die von VIF, VCI, VCCI, VIL oder Porsche Holding begeben werden, einfügen: UND GARANTIE]

- (1) Status. Die Schuldverschreibungen begründen direkte, unbedingte, nicht besicherte und nicht nachrangige Verbindlichkeiten der Emittentin, die untereinander und mit allen anderen nicht besicherten Verbindlichkeiten der Emittentin gleichrangig sind, soweit diesen Verbindlichkeiten nicht durch zwingende gesetzliche Bestimmungen ein Vorrang eingeräumt wird.
- (2) Negativverpflichtung. Die Emittentin verpflichtet sich solange eine Schuldverschreibung noch aussteht (aber nur bis zu dem Zeitpunkt, in dem alle Beträge von Kapital und Zinsen dem Fiscal Agent zur Verfügung gestellt worden sind), ihr Vermögen nicht mit Sicherungsrechten zur Besicherung anderen von Schuldverschreibungen, einschließlich von Garantien und Bürgschaften, zu belasten oder solche Rechte zu diesem Zweck bestehen zu lassen, ohne gleichzeitig die Gläubiger an derselben Sicherheit in gleicher Weise und anteilmäßig teilnehmen zu lassen. Um etwaige Zweifel zu vermeiden, diese Verpflichtung gilt nicht in Bezug auf Sicherheiten, die in Zusammenhang mit asset-backedsecurities (strukturierte Wertpapiere, die mit Vermögenswerten besichert sind), die von einer Zweckgesellschaft begeben werden, und bei denen die Emittentin die ursprüngliche Inhaberin der zugrunde liegenden Vermögenswerte ist.

Im Fall von Schuldverschreibungen, die von VIF, VCI, VCCI, VIL oder Porsche Holding begeben werden, einfügen:

[(3) Garantie. Volkswagen Aktiengesellschaft (die "Garantin") hat eine unbedingte und unwiderrufliche Garantie (die "Garantie") für die pünktliche Zahlung von Kapital und Zinsen übernommen. Darüber hinaus hat sich die Garantin in dieser Garantie verpflichtet (die "Verpflichtungserklärung") solange eine Schuldverschreibung noch aussteht (aber nur bis zu dem Zeitpunkt, in dem alle Beträge von Kapital und Zinsen dem Fiscal Agent zur Verfügung gestellt worden sind), für andere Anleihen, einschließlich dafür übernommener Garantien und Gewährleistungen, keine Sicherheiten an ihrem Vermögen zu bestellen, ohne gleichzeitig und im gleichen Rang die Gläubiger der Schuldverschreibungen an solchen Sicherheiten teilnehmen zu lassen. Um etwaige Zweifel zu vermeiden, diese Verpflichtung gilt nicht in Bezug auf Sicherheiten, die in Zusammenhang asset-backed-securities (strukturierte mit Wertpapiere, die mit Vermögenswerten besichert sind), die von einer Zweckgesellschaft begeben werden, und bei denen die Garantin die ursprüngliche Inhaberin der zugrunde liegenden Vermögenswerte ist.

Für die Zwecke dieser Bedingungen bezeichnet "Anleihe" eine Emission von Schuldverschreibungen, die an einer Wertpapierbörse, im Freiverkehr oder einem anderen Wertpapiermarkt notiert, eingeführt oder gehandelt werden oder notiert, eingeführt oder gehandelt werden sollen oder können.

Die Garantie und Negativverpflichtung stellt einen Vertrag zu Gunsten eines jeden Gläubigers als begünstigtem Dritten gemäß § 328 Absatz (1) BGB dar, welcher das Recht eines jeden Gläubigers begründet, Erfüllung aus der Garantie und der Negativverpflichtung unmittelbar von der Garantin zu verlangen und die Garantie und die Negativverpflichtung unmittelbar gegenüber der Garantin durchzusetzen. Kopien der Garantie und der Negativverpflichtung können kostenlos am Sitz der Garantin und bei der bezeichneten Geschäftsstelle des Fiscal Agent gemäß § 6 bezogen werden.]

§ 3 ZINSEN

- (1) Keine periodischen Zinszahlungen. Es erfolgen während der Laufzeit keine periodischen Zinszahlungen auf die Schuldverschreibungen.
- (2) Auflaufende Zinsen. Sollte die Emittentin die Schuldverschreibungen bei Fälligkeit nicht einlösen, fallen auf den Nennbetrag der Schuldverschreibungen ab dem Fälligkeitstag (einschließlich) bis zum Ablauf des Tages, der dem Tag der tatsächlichen Rückzahlung vorangeht, Zinsen in Höhe des gesetzlich festgelegten Satzes für Verzugszinsen an. (1)
- (3) Zinstagequotient. "Zinstagequotient" bezeichnet im Hinblick auf die Berechnung von Zinsbeträgen für einen beliebigen Zeitraum (der "Zinsberechnungszeitraum"):

[im Falle von Actual/Actual (ICMA) mit zwei oder mehr gleichbleibenden Zinsperioden innerhalb eines Zinsjahres einfügen: die Anzahl von Tagen in dem Zinsberechnungszeitraum, geteilt durch (x) die Anzahl der Tage in der Zinsperiode im Fall von Schuldverschreibungen, bei denen die planmäßige Zinszahlung nur durch regelmäßige jährliche Zahlungen erfolgt, oder (y) das Produkt der Anzahl der Tage in der Zinsperiode und der Anzahl von Zinszahlungstagen, die angenommen, dass Zinsen für das gesamte Jahr zu zahlen wären in ein Kalenderjahr fallen würden, im Fall von Schuldverschreibungen, bei denen die planmäßige Zinszahlung anders als nur durch regelmäßige jährliche Zahlungen erfolgt.] [bei ersten/letzten langen oder kurzen Zinsperioden entsprechende Actual/Actual Berechnungsmethode angeben].

[im Falle von Actual/Actual (ICMA Regelung 251) mit jährlichen Zinsperioden einfügen: die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum, dividiert durch die tatsächliche Anzahl von Tagen im jeweiligen Zinsjahr.]

[Im Falle von Actual/Actual ISDA einfügen: die tatsachliche Anzahl von Tagen im Zinsberechnungszeitraum, dividiert durch 365 (oder, falls ein Teil dieses Zinsberechnungszeitraums in ein Schaltjahr fällt, die Summe aus (i) der tatsächlichen Anzahl der in das Schaltjahr fallenden Tage des Zinsberechnungszeitraums dividiert durch 366 und (ii) der tatsächlichen Anzahl der nicht in das Schaltjahr fallenden Tage des Zinsberechnungszeitraums dividiert durch 365).]

[im Falle von Actual/360 einfügen: die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum, dividiert durch 360.]

[im Falle von Actual/365 (Fixed) einfügen: die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum, dividiert durch 365.]

[Im Falle von 30/360 einfügen: die Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 360, wobei die Anzahl der Tage auf der Grundlage eines Jahres von 360 Tagen mit zwolf Monaten zu je 30 Tagen zu ermitteln ist (es sei denn, (A) der letzte Tag des Zinsberechnungszeitraums fallt auf den 31. Tag eines Monates, während der erste Tag des Zinsberechnungszeitraums weder auf den 30. noch auf den 31. Tag eines Monats fallt, wobei in diesem Fall der diesen Tag enthaltende Monat nicht als ein auf 30 Tage gekürzter Monat zu behandeln ist, oder (B) der letzte Tag des Zinsberechnungszeitraums fallt auf den letzten Tag des Monats Februar, wobei in diesem Fall der Monat Februar nicht als ein auf 30

⁽¹⁾ Der gesetzliche Verzugszinssatz beträgt für das Jahr fünf Prozentpunkte über dem von der Deutsche Bundesbank von Zeit zu Zeit veröffentlichten Basiszinssatz, §§ 288 Absatz 1, 247 BGB.

Tage verlängerter Monat zu behandeln ist.)]

[im Falle von 30E/360 oder Eurobond Basis einfügen: die Anzahl der Tage im Zinsberechnungszeitraum, dividiert durch 360 (dabei ist die Anzahl der Tage auf der Grundlage eines Jahres von 360 Tagen mit 12 Monaten zu 30 Tagen zu ermitteln, und zwar ohne Berücksichtigung des Datums des ersten oder letzten Tages des Zinsberechnungszeitraumes).]

§ 4 ZAHLUNGEN

- (1) [(a)] Zahlungen auf Kapital. Zahlungen auf Kapital in Bezug auf die Schuldverschreibungen erfolgen nach Maßgabe des nachstehenden Absatzes (2) an das Clearing System oder dessen Order zur Gutschrift auf den Konten der jeweiligen Kontoinhaber des Clearing Systems gegen Vorlage und Einreichung der Globalurkunde bei der bezeichneten Geschäftsstelle einer der Zahlstellen außerhalb der Vereinigten Staaten.
- (2) Zahlungsweise. Vorbehaltlich geltender steuerlicher und sonstiger gesetzlicher Regelungen und Vorschriften erfolgen zu leistende Zahlungen auf die Schuldverschreibungen in [festgelegte Währung einfügen] [bei Doppelwährungsanleihen entsprechende Währungen/Wechselkursformeln einfügen].

[Im Fall von Schuldverschreibungen, die nicht auf Euro:

Stellt die Emittentin fest, dass zu zahlende Beträge am betreffenden Zahltag aufgrund von Umständen, die außerhalb ihrer Verantwortung liegen, in frei übertragbaren und konvertierbaren Geldern für sie nicht verfügbar sind, oder dass die festgelegte Währung oder eine gesetzlich eingeführte Nachfolge-Währung (die Währung") nicht mehr für die Abwicklung von internationalen Finanztransaktionen verwendet wird, kann die Emittentin ihre Zahlungsverpflichtungen am jeweiligen Zahltag oder sobald wie es nach dem Zahltag vernünftigerweise möglich ist durch eine Zahlung in Euro auf der Grundlage des anwendbaren Wechselkurses erfüllen. Die Gläubiger sind nicht berechtigt, [weitere] Zinsen oder sonstige Zahlungen in Bezug auf eine solche Zahlung zu verlangen. Der "anwendbare Wechselkurs" ist (i) falls verfügbar, derjenige Wechselkurs des Euro zu der festgelegten Währung oder der Nachfolge-Währung, der von der Europäischen Zentralbank für einen Tag festgelegt und veröffentlicht wird, der innerhalb eines angemessenen Zeitraums (gemäß Bestimmung der Emittentin nach billigem Ermessen) vor und so nahe wie möglich an dem Tag liegt, an dem die Zahlung geleistet wird, oder (ii) falls kein solcher Wechselkurs verfügbar ist, der von der Emittentin nach billigem Ermessen festgelegte Wechselkurs des Euro zu der festgelegten Währung oder der Nachfolge-Währung.]

- (3) *Erfüllung.* Die Emittentin wird durch Leistung der Zahlung an das Clearing System oder dessen Order von ihrer Zahlungspflicht befreit.
- (4) Zahltag. Fällt der Fälligkeitstag einer Zahlung in Bezug auf eine Schuldverschreibung auf einen Tag, der kein Zahltag ist, dann hat der Gläubiger keinen Anspruch auf Zahlung vor dem nächsten Zahltag am jeweiligen Geschäftsort. Der Gläubiger ist nicht berechtigt, weitere Zinsen oder sonstige Zahlungen aufgrund dieser Verspätung zu verlangen.

Für diese Zwecke bezeichnet "Zahltag" einen Tag, [bei nicht auf Euro lautenden Schuldverschreibungen, einfügen: der ein Tag (außer einem Samstag oder Sonntag) ist, an dem Geschäftsbanken und Devisenmärkte Zahlungen in [sämtliche relevanten Finanzzentren angeben] abwickeln] [und] [bei auf Euro lautenden

Schuldverschreibungen, einfügen: der ein Tag (außer einem Samstag oder Sonntag) ist, an dem das Clearing System sowie alle betroffenen Bereiche des Trans-European Automated Real-time Gross Settlement Express Transfer System (TARGET2) ("**TARGET**") betriebsbereit sind, um die betreffenden Zahlungen weiterzuleiten.]

- (5) Bezugnahmen auf Kapital und Zinsen. Bezugnahmen in diesen Emissionsbedingungen auf Kapital der Schuldverschreibungen schließen, soweit anwendbar, die folgenden Beträge ein: den Rückzahlungsbetrag der Schuldverschreibungen; den vorzeitigen Rückzahlungsbetrag der Schuldverschreibungen; [falls Emittentin das Wahlrecht hat, die Schuldverschreibungen aus anderen als steuerlichen Gründen vorzeitig zurückzuzahlen, einfügen: den Wahl-Rückzahlungsbetrag (Call) Schuldverschreibungen;] [falls der Gläubiger ein Wahlrecht hat, die Schuldverschreibungen vorzeitig zu kündigen, einfügen: den Wahl-Rückzahlungsbetrag (Put) der Schuldverschreibungen;] sowie jeden Aufschlag sowie sonstige auf oder in Bezug auf die Schuldverschreibungen zahlbaren Beträge. Bezugnahmen in diesen Emissionsbedingungen auf Zinsen auf die Schuldverschreibungen sollen, soweit anwendbar, sämtliche gemäß § 7 zahlbaren zusätzlichen Beträge einschließen.
- (6) Hinterlegung von Kapital und Zinsen. Die Emittentin ist berechtigt, beim Amtsgericht Frankfurt am Main Zins- oder Kapitalbeträge zu hinterlegen, die von den Gläubigern nicht innerhalb von zwölf Monaten nach dem Fälligkeitstag beansprucht worden sind, auch wenn die Gläubiger sich nicht in Annahmeverzug befinden. Soweit eine solche Hinterlegung erfolgt, und auf das Recht der Rücknahme verzichtet wird, erlöschen die diesbezüglichen Ansprüche der Gläubiger gegen die Emittentin.

§ 5 RÜCKZAHLUNG

- (1) Rückzahlung bei Endfälligkeit. Soweit nicht zuvor bereits ganz oder teilweise zurückgezahlt oder angekauft und entwertet, werden die Schuldverschreibungen zu ihrem Rückzahlungsbetrag am [Fälligkeitstag einfügen] (der "Fälligkeitstag") zurückgezahlt. Der Rückzahlungsbetrag in Bezug auf jede Schuldverschreibung entspricht dem Nennbetrag der Schuldverschreibungen.
- Vorzeitige Rückzahlung aus steuerlichen Gründen. Schuldverschreibungen können insgesamt, jedoch nicht teilweise, nach Wahl der Emittentin mit einer Kündigungsfrist von nicht weniger als 30 und nicht mehr als 60 Tagen gegenüber dem Fiscal Agent und gemäß § [12][13] gegenüber den Gläubigern vorzeitig gekündigt und zu ihrem vorzeitigen Rückzahlungsbetrag (wie nachstehend definiert) zuzüglich bis zum für die Rückzahlung festgesetzten Tag aufgelaufener Zinsen zurückgezahlt werden, falls die Emittentin [im Falle von Schuldverschreibungen, die von VIF, VCI, VCCI, VIL oder Porsche Holding begeben werden, einfügen: oder die Garantin] als Folge einer Änderung oder Ergänzung der Steuer- oder Abgabengesetze und -vorschriften in Deutschland [im Falle von Schuldverschreibungen, die von VIF begeben werden, einfügen: oder der Niederlande] [im Falle von Schuldverschreibungen, die von VCI begeben werden, einfügen: oder den Vereinigten Staaten von Amerika] [im Falle von Schuldverschreibungen, die von VCCI begeben werden, einfügen: oder Kanada] [im Falle von Schuldverschreibungen, die von VIL begeben werden, einfügen: oder Luxemburg] [im Falle von Schuldverschreibungen, die von Porsche Holding begeben werden, einfügen: oder Österreich] oder deren politischen Untergliederungen oder Steuerbehörden oder als Folge einer Änderung oder Ergänzung der Anwendung oder der offiziellen Auslegung dieser Gesetze und Vorschriften (vorausgesetzt,

diese Änderung oder Ergänzung wird am oder nach dem Tag, an dem die letzte Tranche dieser Serie von Schuldverschreibungen begeben wird, wirksam) bei Fälligkeit oder im Falle des Kaufs oder Tauschs einer Schuldverschreibung] zur Zahlung von zusätzlichen Beträgen (wie in § 7 dieser Bedingungen definiert) verpflichtet sein wird und diese Verpflichtung nicht durch das Ergreifen vernünftiger, der Emittentin [im Falle von Schuldverschreibungen, die von VIF, VCI, VCCI, VIL oder Porsche Holding begeben werden, einfügen: oder der Garantin] zur Verfügung stehender Maßnahmen vermieden werden kann.

Eine solche Kündigung darf allerdings nicht (i) früher als 90 Tage vor dem frühestmöglichen Termin erfolgen, an dem die Emittentin [im Falle von Schuldverschreibungen, die von VIF, VCI, VCCI, VIL oder Porsche Holding begeben werden, einfügen: oder die Garantin] verpflichtet wäre, solche zusätzlichen Beträge zu zahlen, falls eine Zahlung auf die Schuldverschreibungen dann fällig sein würde, oder (ii) erfolgen, wenn zu dem Zeitpunkt, zu dem die Kündigung erfolgt, die Verpflichtung zur Zahlung von zusätzlichen Beträgen nicht mehr wirksam ist.

Eine solche Kündigung hat gemäß § [12][13] zu erfolgen. Sie ist unwiderruflich, muss den für die Rückzahlung festgelegten Termin nennen und eine zusammenfassende Erklärung enthalten, welche die das Rückzahlungsrecht der Emittentin begründenden Umständen darlegt.

Falls die Emittentin das Wahlrecht hat, die Schuldverschreibungen vorzeitig zurückzuzahlen, einfügen

- [(3) Vorzeitige Rückzahlung nach Wahl der Emittentin.
- Die Emittentin kann, nachdem sie gemäß Absatz (b) (a) gekündigt hat, die Schuldverschreibungen insgesamt oder teilweise am/an den Wahl-Rückzahlungstag(en) (Call) zum/zu Wahl-Rückzahlungsbetrag/beträgen (Call), nachstehend angegeben, nebst etwaigen bis zum Wahl-Rückzahlungstag (Call) (ausschließlich) aufgelaufenen Zinsen [Bei zurückzahlen. Geltung Mindestrückzahlungsbetrages oder eines erhöhten Rückzahlungsbetrages einfügen: Eine solche Rückzahlung muss in Höhe eines Nennbetrages von [mindestens [Mindestrückzahlungsbetrag einfügen]] [erhöhter Rückzahlungsbetrag] erfolgen.]

Wahl-Rückzahlungstag(e) (Call)	Wahl-Rückzahlungsbetrag/ beträge (Call)
[Wahl-Rückzahlungstag(e) einfügen]	[Wahl-Rückzahlungsbetrag/ beträge einfügen]
[]	[]
[]	

[Falls der Gläubiger ein Wahlrecht hat, die Schuldverschreibungen vorzeitig zu kündigen, einfügen: Der Emittentin steht dieses Wahlrecht nicht in Bezug auf eine Schuldverschreibung zu, deren Rückzahlung bereits der Gläubiger in Ausübung seines Wahlrechts nach Absatz (4) dieses § 5 verlangt hat.]

- (b) Die Kündigung ist den Gläubigern der Schuldverschreibungen durch die Emittentin gemäß § [12][13] bekanntzugeben. Sie beinhaltet die folgenden Angaben:
 - (i) die zurückzuzahlende Serie von Schuldverschreibungen;

- (ii) eine Erklärung, ob diese Serie ganz oder teilweise zurückgezahlt wird und im letzteren Fall den Gesamtnennbetrag der zurückzuzahlenden Schuldverschreibungen;
- (iii) den Wahl-Rückzahlungstag (Call), der nicht weniger als [Mindestkündigungsfrist einfügen] und nicht mehr als [Höchstkündigungsfrist einfügen] Tage nach dem Tag der Kündigung durch die Emittentin gegenüber den Gläubigern liegen darf; und
- (iv) den Wahl-Rückzahlungsbetrag (Call), zu dem die Schuldverschreibungen zurückgezahlt werden.
- (c) Wenn die Schuldverschreibungen nur teilweise zurückgezahlt werden, werden die zurückzuzahlenden Schuldverschreibungen in Übereinstimmung mit den Regeln des betreffenden Clearing Systems ausgewählt. [Falls die Schuldverschreibungen in Form einer NGN begeben werden, einfügen: Die teilweise Rückzahlung wird in den Registern von CBL und Euroclear nach deren Ermessen entweder als Pool-Faktor oder als Reduzierung des Nennbetrags wiedergegeben.]]

[[(4)] Vorzeitige Rückzahlung nach Wahl des Gläubigers.

(a) Die Emittentin hat eine Schuldverschreibung nach Ausübung des entsprechenden Wahlrechts durch den Gläubiger am/an den Wahl-Rückzahlungstag(en) (Put) zum/zu den Wahl-Rückzahlungsbetrag/beträgen (Put), wie nachstehend angegeben nebst etwaigen bis zum Wahl-Rückzahlungstag (Put) (ausschließlich) aufgelaufener Zinsen zurückzuzahlen.

Falls der Gläubiger ein Wahlrecht hat, die Schuldverschreibungen vorzeitig zu kündigen, einfügen:

Wahl-Rückzahlungstag(e) (Put)	Wahl-Rückzahlungsbetrag/ beträge (Put)
[Wahl-Rückzahlungstag(e) einfügen]	[Wahl-Rückzahlungsbetrag/ beträge einfügen]
[]	[]
1	г 1

[Falls die Emittentin ein Wahlrecht hat, die Schuldverschreibungen vorzeitig zu kündigen, einfügen: Dem Gläubiger steht dieses Wahlrecht nicht in Bezug auf eine Schuldverschreibung zu, deren Rückzahlung die Emittentin zuvor in Ausübung eines ihrer Wahlrechte nach diesem § 5 verlangt hat.]

(b) Um dieses Wahlrecht auszuüben, hat der Gläubiger nicht weniger als [Mindestkündigungsfrist einfügen] und nicht mehr als [Höchstkündigungsfrist einfügen] Tage vor dem Wahl-Rückzahlungstag (Put), an dem die Rückzahlung gemäß der Ausübungserklärung (wie nachstehend definiert) erfolgen soll, bei der bezeichneten Geschäftsstelle des Fiscal Agent während der normalen Geschäftszeiten eine ordnungsgemäß ausgefüllte Mitteilung vorzeitigen Rückzahlung zur ("Ausübungserklärung"), wie sie von der bezeichneten Geschäftsstelle des Fiscal Agent erhältlich ist, zu hinterlegen. Die Ausübungserklärung hat anzugeben: (i) den Nennbetrag der Schuldverschreibungen, für die das Wahlrecht ausgeübt die Wertpapier-Kenn-Nummer Schuldverschreibungen (soweit vergeben). Die Ausübung des

Wahlrechts kann nicht widerrufen werden. Die Rückzahlung der Schuldverschreibungen, für welche das Wahlrecht ausgeübt worden ist, erfolgt nur gegen Lieferung der Schuldverschreibungen an die Emittentin oder deren Order.]

[(5)] Vorzeitiger Rückzahlungsbetrag.

Für die Zwecke des § 9 und des Absatzes (2) dieses § 5, berechnet sich der vorzeitige Rückzahlungsbetrag einer Schuldverschreibung wie folgt:

- (a) Der vorzeitige Rückzahlungsbetrag der Schuldverschreibung entspricht der Summe aus:
 - (i) [Referenzpreis einfügen] (der "Referenzpreis"), und
 - (ii) dem Produkt aus [Emissionsrendite in Prozent einfügen] (die "Emissionsrendite") und dem Referenzpreis ab dem [Tag der Begebung einfügen] (einschließlich) bis zu dem vorgesehenen Rückzahlungstag (ausschließlich) oder (je nachdem) dem Tag, an dem die Schuldverschreibungen fällig und rückzahlbar werden, wobei die Emissionsrendite jährlich kapitalisiert wird.

Wenn diese Berechnung für einen Zeitraum, der nicht vollen Jahren entspricht, durchzuführen ist, hat sie im Fall des nicht vollständigen Jahres (der "Zinsberechnungszeitraum") auf der Grundlage des Zinstagequotienten (wie vorstehend in § 3 definiert) zu erfolgen.

(b) Falls die Emittentin den vorzeitigen Rückzahlungsbetrag bei Fälligkeit nicht zahlt, wird er wie vorstehend beschrieben berechnet, jedoch mit der Maßgabe, dass die Bezugnahmen in Unterabsatz (a)(ii) auf den für die Rückzahlung vorgesehenen Rückzahlungstag oder den Tag, an dem diese Schuldverschreibungen fällig und rückzahlbar werden, durch den Tag ersetzt werden, an dem die Rückzahlung erfolgt.

§ 6 DER FISCAL AGENT[,] [UND] [DIE ZAHLSTELLE[N]] [UND DIE BERECHNUNGSSTELLE]

(1) Bestellung; bezeichnete Geschäftsstelle. Der anfänglich bestellte Fiscal Agent [und] die anfänglich bestellte[n] [Zahlstelle[n] [und die anfänglich bestellte Berechnungsstelle] und [deren] [ihre] bezeichnete[n] Geschäftsstelle[n] laute[t][n] wie folgt:

Fiscal Agent und Zahlstelle:

Citibank, N.A.
Citigroup Centre
Canary Wharf
London E14 5LB

Vereinigtes Königreich

[Zahlstelle[n] und Luxembourg

[BNP Paribas Securities Services,

Listing Agent:] 33

Branch 33, rue de Gasperich

5826 Hesperange

Luxemburg]

[Deutsche Zahlstelle:

Citigroup Global Markets Deutschland AG &

Co. KGaA

Neue Mainzer Straße 7 60323 Frankfurt am Main

Deutschland]

[Berechnungsstelle:] [Namen und bezeichnete Geschäftsstelle einfügen]

Der Fiscal Agent [,] [und] [die Zahlstelle[n]] [und die Berechnungsstelle] [behält] [behalten] sich das Recht vor, jederzeit [seine] [ihre] bezeichnete[n] Geschäftsstelle[n] durch eine andere bezeichnete Geschäftsstelle in derselben Stadt zu ersetzen.

(2) Änderung der Bestellung oder Abberufung. Die Emittentin behält sich das Recht vor, jederzeit die Bestellung des Fiscal Agent [oder einer Zahlstelle] [oder der Berechnungsstelle] zu ändern oder zu beenden und einen anderen Fiscal Agent oder zusätzliche oder andere Zahlstellen [oder eine andere Berechnungsstelle] zu bestellen. Die Emittentin wird zu jedem Zeitpunkt (i) einen Fiscal Agent unterhalten [im Falle von Schuldverschreibungen, die an einer Börse notiert sind, einfügen:[,] [und] (ii) solange die Schuldverschreibungen an der Luxemburger Börse notiert sind, eine Zahlstelle (die der Fiscal Agent sein kann) mit bezeichneter Geschäftsstelle in Luxemburg und/oder an solchen anderen Orten unterhalten, die die Regeln dieser Börse verlangen] [im Fall von Zahlungen in USD einfügen:[,] [und] [(iii)] falls Zahlungen bei den oder durch die Geschäftsstellen aller Zahlstellen außerhalb der Vereinigten Staaten (wie unten definiert) aufgrund der Einführung von Devisenbeschränkungen oder ähnlichen Beschränkungen hinsichtlich der vollständigen Zahlung oder des Empfangs der entsprechenden Beträge in USD widerrechtlich oder tatsächlich ausgeschlossen werden, eine Zahlstelle mit bezeichneter Geschäftsstelle in New York City unterhalten] [falls eine Berechnungsstelle bestellt werden soll, einfügen:[,] [und] [(iv)] eine Berechnungsstelle [falls die Berechnungsstelle eine bezeichnete Geschäftsstelle an einem vorgeschriebenen Ort zu unterhalten hat, einfügen: mit bezeichneter Geschäftsstelle in [vorgeschriebenen Ort einfügen]] unterhalten]. Eine Änderung, Abberufung, Bestellung oder ein sonstiger Wechsel wird nur wirksam (außer im Insolvenzfall, in dem eine solche Änderung sofort wirksam wird), sofern die Gläubiger hierüber gemäß § [12][13] vorab unter Einhaltung einer Frist von mindestens 30 und nicht mehr als 45 Tagen informiert wurden.

Für die Zwecke dieser Emissionsbedingungen bezeichnet "Vereinigte Staaten" die Vereinigten Staaten von Amerika (einschließlich deren Bundesstaaten und des District of Columbia) sowie deren Territorien (einschließlich Puerto Ricos, der U.S. Virgin Islands, Guam, American Samoa, Wake Island und Northern Mariana Islands).

(3) Erfüllungsgehilfe(n) der Emittentin. Der Fiscal Agent[,] [und] [die Zahlstelle[n]] [und die Berechnungsstelle] [handelt] [handeln] ausschließlich als Erfüllungsgehilfe[n] der Emittentin und [übernimmt] [übernehmen] keinerlei Verpflichtungen gegenüber den Gläubigern und es wird kein Auftrags- oder Treuhandverhältnis zwischen [ihm] [ihnen] und den Gläubigern begründet.

§ 7 STEUERN

Sämtliche auf die Schuldverschreibungen zu zahlenden Beträge sind ohne Einbehalt oder Abzug von oder aufgrund von gegenwärtigen oder zukünftigen Steuern oder sonstigen Abgaben gleich welcher Art zu leisten, die von oder in [im Falle von Schuldverschreibungen, die von VIF begeben werden, einfügen: den Niederlanden oder den Vereinigten Staaten oder] [im Falle von Schuldverschreibungen, die von VCI begeben werden, einfügen: den Vereinigten Staaten oder] [im Falle von Schuldverschreibungen, die von VCCI begeben werden, einfügen: Kanada oder den Vereinigten Staaten oder] [im Falle von Schuldverschreibungen, die von VIL begeben werden, einfügen: Luxemburg oder den Vereinigten Staaten oder] [im Falle von Schuldverschreibungen, die von Porsche Holding

begeben werden, einfügen: Österreich oder den Vereinigten Staaten oder] Deutschland oder für deren Rechnung oder von oder für Rechnung einer politischen Untergliederung oder Steuerbehörde von oder in [im Falle von Schuldverschreibungen, die von VIF begeben werden, einfügen: den Niederlanden oder] [im Falle von Schuldverschreibungen, die von VCI begeben werden, einfügen: den Vereinigten Staaten von Amerika oder] [im Falle von Schuldverschreibungen, die von VCCI begeben werden, einfügen: Kanada oder] [im Falle von Schuldverschreibungen, die von VIL begeben werden, einfügen: Luxemburg oder] [im Falle von Schuldverschreibungen, die von Porsche Holding begeben werden, einfügen: Österreich oder] Deutschland auferlegt oder erhoben werden, es sei denn, ein solcher Einbehalt oder Abzug ist gesetzlich vorgeschrieben. In diesem Fall wird die Emittentin diejenigen zusätzlichen Beträge (die "zusätzlichen Beträge") zahlen, die erforderlich sind, damit die den Gläubigern zufließenden Nettobeträge nach diesem Einbehalt oder Abzug jeweils den Beträgen entsprechen, die ohne einen solchen Einbehalt oder Abzug von den Gläubigern empfangen worden wären; die Verpflichtung zur Zahlung solcher zusätzlicher Beträge besteht jedoch nicht im Hinblick auf Steuern und Abgaben, die:

- (a) von einer als Depotbank oder Inkassobeauftragter des Gläubigers handelnden Person oder sonst auf andere Weise zu entrichten sind als dadurch, dass die Emittentin aus den von ihr zu leistenden Zahlungen von Kapital oder Zinsen einen Abzug oder Einbehalt vornimmt; oder
- (b) wegen einer gegenwärtigen oder früheren persönlichen oder geschäftlichen Beziehung des Gläubigers zu [im Falle von Schuldverschreibungen, die von VIF begeben werden, einfügen: den Niederlanden oder] [im Falle von Schuldverschreibungen, die von VCI begeben werden, einfügen: den Vereinigten Staaten von Amerika oder] [im Falle von Schuldverschreibungen, die von VCCI begeben werden, einfügen: Kanada oder] [im Falle von Schuldverschreibungen, die von VIL begeben werden, Luxemburg einfügen: oder1 [im Falle von Schuldverschreibungen, die von Porsche Holding begeben werden, einfügen: Österreich oder] Deutschland zu zahlen sind, und nicht allein deshalb, weil Zahlungen auf die Schuldverschreibungen aus Quellen in [im Falle von Schuldverschreibungen, die von VIF begeben werden, einfügen: den Niederlanden oder] [im Falle Schuldverschreibungen, die von VCI begeben werden, einfügen: den Vereinigten Staaten von Amerika oder] [im Falle von Schuldverschreibungen, die von VCCI begeben werden, einfügen: Kanada oder] Deutschland stammen (oder für Zwecke der Besteuerung so behandelt werden) oder dort besichert sind; oder
- (c) aufgrund (i) einer Richtlinie oder Verordnung der Europäischen Union betreffend die Besteuerung Zinserträgen, welche an eine natürliche Person oder an juristische Personen, bestimmte die als Einrichtungen (residual entities) bezeichnet werden ausgeschüttet werden oder (ii) einer zwischenstaatlichen Vereinbarung über deren Besteuerung, an der [im Falle von Schuldverschreibungen, die von VIF begeben werden, Niederlande oder] einfügen: die [im Falle Schuldverschreibungen, die von VCI begeben werden, einfügen: die Vereinigten Staaten von Amerika oder] [im Falle von Schuldverschreibungen, die von VCCI begeben einfügen: Kanada oder] [im Falle

Schuldverschreibungen, die von VIL begeben werden, einfügen: Luxemburg oder] [im Falle Schuldverschreibungen, die Porsche Holding von begeben werden, einfügen: Österreich oder] Deutschland oder die Europäische Union beteiligt ist, oder (iii) einer gesetzlichen Vorschrift, die diese Richtlinie, Verordnung oder Vereinbarung umsetzt oder befolgt, oder (iv) des Gesetzes vom 23. Dezember 2005, geändert durch das Gesetz vom 17 Juli 2008 bezüglich natürlicher Personen, die in Luxemburg ansässig sind, abzuziehen oder einzubehalten sind; oder (v) der Abschnitte 1471 bis 1474 des U.S. Internal Revenue Codes von 1986, in seiner jeweils gültigen Fassung, und gegenwärtigen oder zukünftigen Regelungen oder auf seiner offiziellen Auslegungen oder Verträgen unter ihm beruhen ("FATCA"); oder

- (d) aufgrund einer Rechtsänderung zahlbar sind, die später als 30 Tage nach Fälligkeit der betreffenden Zahlung von Kapital oder Zinsen oder, wenn dies später erfolgt, ordnungsgemäßer Bereitstellung aller fälligen Beträge und einer diesbezüglichen Bekanntmachung gemäß § [12][13] wirksam wird; oder
- (e) von einer Zahlstelle einbehalten oder abgezogen werden, wenn die Zahlung von einer anderen Zahlstelle ohne den Einbehalt oder Abzug hätte vorgenommen werden können[; oder][.]

Im Fall von Schuldverschreibungen, die von VCCI begeben werden, einfügen:

- (f) von oder im Namen eines Gläubigers zu zahlen sind, mit dem die Emittentin keine gleichberechtigten Geschäfte (dealing at Kanadischen lenath) im Sinne des Einkommenssteuergesetzes (Income Tax Act (Canada)) tätigt, oder von oder im Namen eines Inhabers eines Talons, Rückzahlungsschein oder Zinsscheins in Bezug auf die Schuldverschreibungen zu zahlen sind, wenn entweder der Gläubiger der Schuldverschreibung oder der Inhaber des Talons, Rückzahlungsschein oder Zinsscheins in Bezug auf Schuldverschreibungen mit der Emittentin keine gleichberechtigten Geschäfte (dealing at arm's length) im Sinne des Kanadischen Einkommenssteuergesetzes (Income Tax Act (Canada)) tätigt oder die zu zahlen sind, weil ein Teil einer der genannten Zahlungen im Rahmen des Kanadischen Einkommenssteuergesetzes (Income Tax Act (Canada)) als eine Dividendenzahlung an den Gläubiger erachtet wird;
- (g) auf Zahlungen erhoben werden, die gemäß des Entwurfs von subsection 213(3.2) des Kanadischen Einkommenssteuergesetzes (Income Tax Act (Canda)) (oder entsprechend geänderter oder verabschiedeter Entwürfe, oder entsprechender Nachfolgevorschriften) als Zinsen oder weil solche Zahlungen ganz oder teilweise als Dividenden im Sinne des Kanadischen Einkommenssteuergesetzes (Income Tax Act (Canada)) angesehen werden. Wobei subsection 213(3.2) in einem Entwurf (Notice of Ways and Means Motion) enthalten ist, der dem Bundeshaushalt beigefügt war, der vom Kanadischen Finanzminister am 11. Februar 2014 vorgelegt wurde.]

Im Fall von Schuldverschreibungen, die von VCI begeben werden einfügen: [(f) von den Vereinigten Staaten von Amerika aufgrund der Tatsache erhoben werden, dass ein Gläubiger oder wirtschaftlich Berechtigter (i) nicht in der Lage war, eine vollständige Befreigung von der Einkommensbesteuerung (einschließlich der Vorlage des einschlägigen IRS Formulars W-8 oder W-9) zu erwirken oder (ii) gegenwärtig oder in der Vergangenheit den Status (v) eines passiven Anlageunternehmens (passive investment company) im

Hinblick die Vereinigten Staaten, auf also Unternehmens, das Erträge bündelt, um Einkommenssteuern in den USA (United States Federal income tax) zu vermeiden; (w) eines im Hinblick auf die USA beherrschten ausländischen Unternehmens (controlled foreign corporation), das durch Aktienbesitz mit der Emittentin verbunden ist, (x) einer privaten Stiftung oder sonstigen steuerbefreiten Körperschaft (private foundation or other tax-exempt organisation) im Hinblick auf die USA; (y) eines "10% Anteilsinhabers" im Sinne des Paragraphen 871(h)(3)(B) or 881(c)(3)(B) des Internal Revenue Code im Hinblick auf die Emittentin; oder (z) einer Zinsen erhaltenden Bank im Sinne von Paragraph 881(c)(3)(A) des Internal Revenue Code innehat oder hatte.]

§ 8 VORLEGUNGSFRIST

Die in § 801 Absatz 1 Satz 1 BGB bestimmte Vorlegungsfrist wird für die Schuldverschreibungen auf zehn Jahre verkürzt.

§ 9 KÜNDIGUNG

- (1) Kündigungsgründe. Jeder Gläubiger ist berechtigt, seine sämtlichen Forderungen aus den Schuldverschreibungen ganz oder teilweise durch Kündigung gegenüber dem Fiscal Agent fällig zu stellen und Rückzahlung zu ihrem vorzeitigen Rückzahlungsbetrag (wie in § 5 beschrieben), zuzüglich etwaiger bis zum Tage der Rückzahlung aufgelaufener Zinsen zu verlangen, falls:
- (a) die Emittentin Kapital oder Zinsen nicht innerhalb von 30 Tagen nach dem betreffenden Fälligkeitstag zahlt; oder
- (b) die Emittentin die ordnungsgemäße Erfüllung irgendeiner anderen Verpflichtung aus den Schuldverschreibungen [falls die Schuldverschreibungen von VIF, VCI, VCCI, VIL oder Porsche Holding begeben werden, einfügen: oder die Garantin die Erfüllung einer Verpflichtung aus der Garantie, auf die in § 2 Bezug genommen wird,] unterlässt und diese Unterlassung nicht geheilt werden kann oder, falls sie geheilt werden kann, länger als 90 Tage fortdauert, nachdem der Fiscal Agent hierüber eine Benachrichtigung von einem Gläubiger erhalten hat; oder
- (c) die Emittentin [falls die Schuldverschreibungen von VIF, VCI, VCCI, VIL oder Porsche Holding begeben werden, einfügen: oder die Garantin] ihre Zahlungsunfähigkeit bekanntgibt; oder
- (d) ein Gericht ein Konkurs- oder anderes Insolvenzverfahren gegen die Emittentin [falls die Schuldverschreibungen von VIF, VCI, VCCI, VIL oder Porsche Holding begeben werden, einfügen: oder die Garantin] eröffnet, oder ein Verfahren eröffnet wird, welches nicht innerhalb von 60 Tagen beendet oder eingestellt wird oder die Emittentin [falls die Schuldverschreibungen von VIF, VCI, VCCI, VIL oder Porsche Holding begeben werden, einfügen: oder die Garantin] ein solches Verfahren einleitet oder beantragt oder eine allgemeine Schuldenregelung zugunsten ihrer Gläubiger anbietet oder trifft [falls die Schuldverschreibungen von VIF begeben werden, einfügen: oder die Emittentin ein "surseance van betaling" (im Sinne des niederländischen Insolvenzrechts) beantragt]; oder
- (e) die Emittentin [falls die Schuldverschreibungen von VIF, VCI, VCCI, VIL oder Porsche Holding begeben werden, einfügen: oder die Garantin] in Liquidation tritt, es sei denn,

dies geschieht im Zusammenhang mit einer Verschmelzung oder einer anderen Form des Zusammenschlusses mit einer anderen Gesellschaft und diese Gesellschaft übernimmt alle Verpflichtungen, die die Emittentin [falls die Schuldverschreibungen von VIF, VCI, VCCI, VIL oder Porsche Holding begeben werden, einfügen: oder die Garantin] im Zusammenhang mit diesen Schuldverschreibungen eingegangen ist[; oder][.]

Im Fall von Schuldverschreibungen, die von VIF, VIL, VCI, VCCI und Porsche Holding begeben werden einfügen, wenn anwendbar:

[(f) die Garantie, gleich aus welchem Grund, nicht mehr in vollem Umfang rechtswirksam ist.]

Das Kündigungsrecht erlischt, falls der Kündigungsgrund vor Ausübung des Rechts geheilt wurde.

- (2) *Quorum.* Im Falle von Absatz (1) (b) wird eine Kündigung, sofern nicht bei deren Eingang zugleich einer der in Absatz (1)(a) und (1)(c) bis (1)(e) bezeichneten Kündigungsgründe vorliegt, erst wirksam, wenn bei dem Fiscal Agent Kündigungserklärungen von Gläubigern von Schuldverschreibungen im Nennbetrag von mindestens ¹/₁₀ der dann ausstehenden Schuldverschreibungen eingegangen sind.
- (3) Benachrichtigung. Eine Benachrichtigung, einschließlich einer Kündigung der Schuldverschreibungen gemäß vorstehendem Absatz (1) ist schriftlich in deutscher oder englischer Sprache gegenüber dem Fiscal Agent zu erklären und persönlich oder per Einschreiben an dessen bezeichnete Geschäftsstelle zu übermitteln. Der Benachrichtigung ist ein Nachweis beizufügen, aus dem sich ergibt, dass der betreffende Gläubiger zum Zeitpunkt der Abgabe der Benachrichtigung Inhaber der betreffenden Schuldverschreibung ist. Der Nachweis kann durch eine Bescheinigung der Depotbank (wie in § 14 Absatz (3) definiert) oder auf andere geeignete Weise erbracht werden.

[§ 10 ERSETZUNG

Im Falle von Schuldverschreibungen, die von VWAG, VIF, VCCI, VIL und Porsche Holding begeben werden, einfügen:

- (1) Ersetzung. Die Emittentin ist jederzeit berechtigt, sofern sie sich nicht mit einer Zahlung von Kapital oder Zinsen auf die Schuldverschreibungen in Verzug befindet, ohne Zustimmung der Gläubiger [falls die Schuldverschreibungen von VIF, VCCI, VIL und Porsche Holding begeben werden, einfügen: entweder die Garantin oder] eine Tochtergesellschaft (wie nachstehend definiert) [im Fall von Schuldverschreibungen, die von VWAG begeben werden, einfügen: der Emittentin] [falls Schuldverschreibungen von VIF, VCCI, VIL und Porsche Holding begeben werden, einfügen: der Garantin] an ihrer Stelle als Hauptschuldnerin (die "Nachfolgeschuldnerin") für alle Zusammenhang Verpflichtungen aus im und Schuldverschreibungen einzusetzen, sofern:
- (a) die Nachfolgeschuldnerin in der Lage ist, sämtliche sich aus oder im Zusammenhang mit diesen Schuldverschreibungen ergebenen Zahlungsverpflichtungen ohne die Notwendigkeit eines Einbehalts von irgendwelchen Steuern oder Abgaben an der Quelle zu erfüllen sowie die hierzu erforderlichen Beträge ohne Beschränkungen an den Fiscal Agent übertragen können;
- (b) die Nachfolgeschuldnerin alle Verpflichtungen der Emittentin aus oder im Zusammenhang mit diesen

Schuldverschreibungen übernimmt;

- (c) die Nachfolgeschuldnerin sich verpflichtet, jedem Gläubiger alle Steuern, Gebühren oder Abgaben zu erstatten, die ihm in Folge der Ersetzung durch die Nachfolgeschuldnerin auferlegt werden;
- (d) sichergestellt ist, dass sich die Verpflichtungen der [im Falle von Schuldverschreibungen, die von VWAG begeben werden, einfügen: Emittentin] [falls die Schuldverschreibungen von VIF, VCCI, VIL und Porsche Holding begeben werden, einfügen: Garantin] aus der Garantie des Debt Issuance Programms der Emittentinnen auch auf die Schuldverschreibungen der Nachfolgeschuldnerin erstrecken;
- (e) dem Fiscal Agent jeweils eine Bestätigung bezüglich der betroffenen Rechtsordnungen von anerkannten Rechtsanwälten vorgelegt wird, dass die Bestimmungen in den vorstehenden Unterabsätzen (a), (b), (c) und (d) erfüllt wurden; und
- es sich bei der Nachfolgeschuldnerin nicht um die VW Credit, Inc. handelt.

Im Sinne dieser Bedingungen bedeutet "**Tochtergesellschaft**" eine Kapital- oder Personengesellschaft, an der die Volkswagen Aktiengesellschaft direkt oder indirekt insgesamt mehr als 90% des Kapitals jeder Klasse oder der Stimmrechte hält.

- (2) Bekanntmachung. Jede Ersetzung ist gemäß § [12][13] bekannt zu machen.
- (3) Änderung von Bezugnahmen. Im Fall einer Ersetzung gilt jede Bezugnahme in diesen Emissionsbedingungen auf die Emittentin ab dem Zeitpunkt der Ersetzung als Bezugnahme auf die Nachfolgeschuldnerin und jede Bezugnahme auf das Land, in dem die Emittentin ihren Sitz oder Steuersitz hat, gilt ab diesem Zeitpunkt als Bezugnahme auf das Land, in dem die Nachfolgeschuldnerin ihren Sitz oder Steuersitz hat. Des weiteren gilt im Fall einer Ersetzung folgendes:

Im Falle von Schuldverschreibungen, die von VWAG begeben werden, einfügen:

- [(a) in § 7 und § 5 Absatz (2) gilt eine alternative Bezugnahme auf Deutschland als aufgenommen (zusätzlich zu der Bezugnahme nach Maßgabe des vorstehenden Satzes auf das Land, in dem die Nachfolgeschuldnerin ihren Sitz oder Steuersitz hat);
- (b) in § 9 Absatz (1)(c) bis (g) gilt eine alternative Bezugnahme auf die Emittentin in ihrer Eigenschaft als Garantin als aufgenommen (zusätzlich zu der Bezugnahme auf die Nachfolgeschuldnerin).]

Im Falle von Schuldverschreibungen, die von VIF begeben werden, einfügen:

Im Falle von Schuldverschreibungen, die von VCCI begeben werden, einfügen:

Im Falle von Schuldverschreibungen, die von VIL begeben

- [In § 7 und § 5 Absatz (2) gilt eine alternative Bezugnahme auf die Niederlande als aufgenommen (zusätzlich zu der Bezugnahme nach Maßgabe des vorstehenden Satzes auf das Land, in dem die Nachfolgeschuldnerin ihren Sitz oder Steuersitz hat).]
- [In § 7 und § 5 Absatz (2) gilt eine alternative Bezugnahme auf Kanada als aufgenommen (zusätzlich zu der Bezugnahme nach Maßgabe des vorstehenden Satzes auf das Land, in dem die Nachfolgeschuldnerin ihren Sitz oder Steuersitz hat).]]
- [In § 7 und § 5 Absatz (2) gilt eine alternative Bezugnahme auf Luxemburg als aufgenommen (zusätzlich zu der Bezugnahme nach Maßgabe des vorstehenden Satzes auf das Land, in dem die

werden, einfügen:

Im Falle von Schuldverschreibungen, die von Porsche Holding begeben werden, einfügen: Nachfolgeschuldnerin ihren Sitz oder Steuersitz hat).]]

[In § 7 und § 5 Absatz (2) gilt eine alternative Bezugnahme auf Österreich als aufgenommen (zusätzlich zu der Bezugnahme nach Maßgabe des vorstehenden Satzes auf das Land, in dem die Nachfolgeschuldnerin ihren Sitz oder Steuersitz hat).]]

§ [10][11] BEGEBUNG WEITERER SCHULDVERSCHREIBUNGEN, ANKAUF UND ENTWERTUNG

- (1) Begebung weiterer Schuldverschreibungen. Die Emittentin ist berechtigt, jederzeit ohne Zustimmung der Gläubiger weitere Schuldverschreibungen mit gleicher Ausstattung (gegebenenfalls mit Ausnahme des Tags der Begebung, des Verzinsungsbeginns und/oder des Ausgabepreises) in der Weise zu begeben, dass sie mit diesen Schuldverschreibungen eine einheitliche Serie bilden.
- (2) Ankauf. Die Emittentin ist berechtigt, jederzeit Schuldverschreibungen im Markt oder anderweitig zu jedem beliebigen Preis zu kaufen. Die von der Emittentin erworbenen Schuldverschreibungen können nach Wahl der Emittentin von ihr gehalten, weiterverkauft oder bei dem Fiscal Agent zwecks Entwertung eingereicht werden. Sofern diese Käufe durch öffentliches Angebot erfolgen, muss dieses Angebot allen Gläubigern gemacht werden.
- (3) Entwertung. Sämtliche vollständig zurückgezahlten Schuldverschreibungen sind unverzüglich zu entwerten und können nicht wiederbegeben oder wiederverkauft werden.

§ [11] [12]

ÄNDERUNG DER ANLEIHEBEDINGUNGEN, GEMEINSAMER VERTRETER[,ÄNDERUNG DER GARANTIE]

- (1) Änderung der Anleihebedingungen. Die Gläubiger können entsprechend den Bestimmungen des Gesetzes über Schuldverschreibungen Gesamtemissionen aus (Schuldverschreibungsgesetz - "SchVG") durch einen Beschluss mit der in Absatz 2 bestimmten Mehrheit über einen im SchVG zugelassenen Gegenstand eine Änderung der Anleihebedingungen mit der Emittentin vereinbaren. Die Mehrheitsbeschlüsse der Gläubiger gleichermaßen sind für alle Gläubiger verbindlich. Mehrheitsbeschluss der Gläubiger, der nicht gleiche Bedingungen für alle Gläubiger vorsieht, ist unwirksam, es sei denn die benachteiligten Gläubiger stimmen ihrer Benachteiligung ausdrücklich zu.
- (2) Mehrheitserfordernisse. Die Gläubiger entscheiden mit einer Mehrheit von [75] % der an der Abstimmung teilnehmenden Stimmrechte. Beschlüsse, durch welche der wesentliche Inhalt der Anleihebedingungen nicht geändert wird und die keinen Gegenstand der § 5 Absatz 3, Nr. 1 bis Nr. 8 des SchVG betreffen, bedürfen zu ihrer Wirksamkeit einer einfachen Mehrheit der an der Abstimmung teilnehmenden Stimmrechte.
- (3) Abstimmung ohne Versammlung. Alle Abstimmungen werden ausschließlich im Wege der Abstimmung ohne Versammlung durchgeführt. Eine Gläubigerversammlung und eine Übernahme der Kosten für eine solche Versammlung durch die Emittentin findet ausschließlich im Fall des § 18 Absatz 4, Satz 2 SchVG statt.
- (4) Leitung der Abstimmung. Die Abstimmung wird von einem von der Emittentin beauftragten Notar oder, falls der gemeinsame Vertreter zur Abstimmung aufgefordert hat, vom gemeinsamen Vertreter geleitet.

(5) Stimmrecht. An Abstimmungen der Gläubiger nimmt jeder Gläubiger nach Maßgabe des Nennwerts oder des rechnerischen Anteils seiner Berechtigung an den ausstehenden Schuldverschreibungen teil.

Falls kein gemeinsamer Vertreter in den Bedingungen bestellt wird, einfügen:

Im Fall der Bestellung des gemeinsamen Vertreters in den Bedingungen, einfügen:

- (6) Gemeinsamer Vertreter. Die Gläubiger können durch Mehrheitsbeschluss zur Wahrnehmung ihrer Rechte einen gemeinsamen Vertreter für alle Gläubiger bestellen.
- (6) Gemeinsamer Vertreter. Gemeinsamer Vertreter ist [●]. Die Haftung des gemeinsamen Vertreters ist auf das Zehnfache seiner jährlichen Vergütung beschränkt, es sei denn, dem gemeinsamen Vertreter fällt Vorsatz oder grobe Fahrlässigkeit zur Last.

Der gemeinsame Vertreter hat die Aufgaben und Befugnisse, welche ihm durch Gesetz oder von den Gläubigern durch Mehrheitsbeschluss eingeräumt wurden. Er hat die Weisungen der Gläubiger zu befolgen. Soweit er zur Geltendmachung von Rechten der Gläubiger ermächtigt ist, sind die einzelnen Gläubiger zur selbständigen Geltendmachung dieser Rechte nicht befugt, es sei denn der Mehrheitsbeschluss sieht dies ausdrücklich vor. Über seine Tätigkeit hat der gemeinsame Vertreter den Gläubigern zu berichten. Für die Abberufung und die sonstigen Rechte und Pflichten des gemeinsamen Vertreters gelten die Vorschriften des SchVG.

Im Falle von Schuldverschreibungen, die von VIF, VCI, VCCI, VIL oder Porsche Holding begeben werden, einfügen: (7) Änderung der Garantie. Die oben aufgeführten auf die Schuldverschreibungen anwendbaren Bestimmungen finden sinngemäß auf die Bestimmungen der Garantie der Volkswagen Aktiengesellschaft Anwendung.

§ [12][13] MITTEILUNGEN

Im Falle von Schuldverschreibungen, die von VWAG begeben werden, einfügen:

[Alle die Schuldverschreibungen betreffenden Mitteilungen sind im Bundesanzeiger zu veröffentlichen. Jede derartige Mitteilung gilt am dritten Kalendertag nach dem Tag der Veröffentlichung (oder bei mehreren Veröffentlichungen am dritten Tag nach dem Tag der ersten solchen Veröffentlichung) als wirksam erfolgt.] [Im Fall von Schuldverschreibungen, die an der Luxemburger Börse notiert sind, einfügen: Solange die Schuldverschreibungen an der Luxemburger Wertpapierbörse gelistet sind und die Regeln und Vorschriften der Luxemburger Wertpapierbörse dies erfordern, erfolgen alle die Schuldverschreibungen betreffenden Mitteilungen durch elektronische Publikation auf der Website der Luxemburger Börse (www.bourse.lu). Jede Mitteilung gilt am dritten Tag nach dem Tag der Veröffentlichung als wirksam erfolgt.]

Falls die Schuldverschreibungen von VIF, VCI, VCCI, VIL oder Porsche Holding begeben werden, einfügen: [[Im Fall von Schuldverschreibungen, die an einer Börse notiert Bekanntmachung. einfügen: (1) Solange Schuldverschreibungen an der [Official List der] Luxemburger Wertpapierbörse gelistet sind und die Regeln und Vorschriften der Luxemburger Wertpapierbörse dies erfordern, erfolgen alle die Schuldverschreibungen betreffenden Mitteilungen durch elektronische Publikation auf der Website der Luxemburger Börse (www.bourse.lu). Jede Mitteilung gilt am dritten Tag nach dem Tag der Veröffentlichung wirksam erfolat.1 [lm Fall von **VIF** begebenen Schuldverschreibungen, die an einer Börse notiert sind, einfügen: (1) Bekanntmachung. Alle die Schuldverschreibungen betreffenden Mitteilungen sind in einer führenden Tageszeitung mit allgemeiner Verbreitung in Luxemburg, voraussichtlich dem Luxemburger Wort zu veröffentlichen. Jede derartige Mitteilung gilt am dritten Tag nach dem Tag der Veröffentlichung (oder bei mehreren Veröffentlichungen am dritten Tag nach dem Tag der ersten

solchen Veröffentlichung) als wirksam erfolgt.]

[(2)] Mitteilungen an das Clearing System.

[Im Fall von Schuldverschreibungen, die nicht notiert sind, einfügen: Die Emittentin wird alle die Schuldverschreibungen betreffenden Mitteilungen an das Clearing System zur Weiterleitung an die Gläubiger übermitteln. Jede derartige Mitteilung gilt am siebten Tag nach dem Tag der Mitteilung an das Clearing System als den Gläubigern mitgeteilt.]

[Im Fall von Schuldverschreibungen, die an der Luxemburger Börse notiert sind, einfügen: Solange Schuldverschreibungen an der Luxemburger Börse notiert sind, findet Absatz (1) Anwendung. Soweit dies Mitteilungen über den Zinssatz betrifft oder die Regeln der Luxemburger Börse es zulassen, kann die Emittentin eine Veröffentlichung nach Absatz (1) durch eine Mitteilung an das Clearing System zur Weiterleitung an die Gläubiger ersetzen; jede derartige Mitteilung gilt am siebten Tag nach dem Tag der Mitteilung an das Clearing System als den Gläubigern mitgeteilt.]

§ [13][14] ANWENDBARES RECHT, GERICHTSSTAND[, ÄNDERUNGEN DER EMISSIONSBEDINGUNGEN UND GEMEINSAMER VERTRETER,] [UND] GERICHTLICHE GELTENDMACHUNG

- (1) Anwendbares Recht. [Form und Inhalt der][Die] Schuldverschreibungen [sowie][, einschließlich] die Rechte und Pflichten der Gläubiger und der Emittentin [bestimmen sich][unterliegen] in jeder Hinsicht [nach] deutschem Recht[im Fall von Schuldverschreibungen, die von der VIL emittiert werden, einfügen: die Artikel 86 bis 94-8 des Luxemburger Gesetzes vom 10. August 1915 über gewerbliche Unternehmen (Loi Concernant les Sociétés Commerciales) in seiner jeweils geltenden Fassung sind ausdrücklich ausgeschlossen].
- (2) Gerichtsstand. Nicht ausschließlich zuständig für sämtliche im Zusammenhang mit den Schuldverschreibungen entstehenden Klagen oder sonstige Verfahren ("Rechtsstreitigkeiten") ist das Landgericht Frankfurt am Main. Die Gläubiger können ihre Ansprüche jedoch auch vor anderen zuständigen Gerichten geltend machen. Die deutschen Gerichte sind ausschließlich zuständig für die Kraftloserklärung abhanden gekommener oder vernichteter Schuldverschreibungen. Die Emittentin unterwirft sich hiermit der Gerichtsbarkeit der nach diesem Absatz zuständigen Gerichte.

Im Falle von Schuldverschreibungen, die von VIF, VCI, VCCI, VIL oder Porsche Holding begeben werden, einfügen:

Im Falle von Schuldverschreibungen, die von VWAG begeben werden, einfügen:

Im Falle von Schuldverschreibungen, die von VIF, VCI, VCCI, VIL oder Porsche Holding begeben werden, einfügen: Das Amtsgericht Frankfurt am Main ist gemäß § 9 Abs. 3 SchVG zuständig für alle Verfahren nach §§ 9 Abs. 2, 13 Abs. 3 und 18 Abs. 2 SchVG und das Landgericht Frankfurt am Main ist gemäß § 20 Abs. 3 SchVG ausschließlich zuständig für Klagen im Zusammenhang mit der Anfechtung von Beschlüssen der Anleihegläubiger.

Das Amtsgericht Wolfsburg ist gemäß § 9 Abs. 3 SchVG zuständig für alle Verfahren nach §§ 9 Abs. 2, 13 Abs. 3 und 18 Abs. 2 SchVG und das Landgericht Braunschweig ist gemäß § 20 Abs. 3 SchVG ausschließlich zuständig für Klagen im Zusammenhang mit der Anfechtung von Beschlüssen der Anleihegläubiger.

[(3) Bestellung von Zustellungsbevollmächtigten. Für etwaige Rechtsstreitigkeiten vor deutschen Gerichten bestellt die Emittentin die Volkswagen Aktiengesellschaft, Berliner Ring 2, 38440 Wolfsburg, Deutschland, zu ihrer Zustellungsbevollmächtigten in Deutschland.]

[(4)] Gerichtliche Geltendmachung. Jeder Gläubiger Schuldverschreibungen ist berechtigt, in jedem Rechtsstreit gegen die Emittentin oder in jedem Rechtsstreit, in dem der Gläubiger und die Emittentin Partei sind. seine Rechte aus Schuldverschreibungen im eigenen Namen auf der folgenden Grundlage zu schützen oder geltend zu machen: (i) er bringt eine Bescheinigung der Depotbank bei, bei der er für Schuldverschreibungen ein Wertpapierdepot unterhält, welche (a) den vollständigen Namen und die vollständige Adresse des Gläubigers enthält, (b) den Gesamtnennbetrag der Schuldverschreibungen bezeichnet, die unter dem Datum der Bestätigung auf dem Wertpapierdepot verbucht sind und (c) bestätigt, dass die Depotbank gegenüber dem Clearing System eine schriftliche Erklärung abgegeben hat, die die vorstehend unter (a) und (b) bezeichneten Informationen enthält; und (ii) er legt eine Kopie der die betreffenden Schuldverschreibungen verbriefenden Globalurkunde vor, deren Übereinstimmung mit dem Original eine vertretungsberechtigte Person des Clearing Systems oder des Verwahrers des Clearing Systems bestätigt hat, ohne dass eine Vorlage der Originalbelege oder der die Schuldverschreibungen verbriefenden Globalurkunde in einem solchen Verfahren erforderlich wäre. Für die Zwecke des Vorstehenden bezeichnet "Depotbank" jede Bank oder ein sonstiges Finanzinstitut, berechtigt anerkanntes das Wertpapierverwahrungsgeschäft zu betreiben und bei der/dem der Gläubiger ein Wertpapierdepot für die Schuldverschreibungen unterhält, einschließlich des Clearing Systems. Unbeschadet des Vorstehenden kann jeder Gläubiger seine Rechte aus den Schuldverschreibungen auch auf jede andere Weise schützen oder geltend machen, die im Land des Rechtsstreits prozessual zulässig ist

§ [14][15] SPRACHE

Falls die Emissionsbedingungen in deutscher Sprache mit einer Übersetzung in die englische Sprache abgefasst sind, einfügen:

Falls die Emissionsbedingungen in englischer Sprache mit einer Übersetzung in die deutsche Sprache abgefasst sind, einfügen:

Falls die Emissionsbedingungen ausschließlich in deutscher Sprache abgefasst sind, einfügen:

[Diese Emissionsbedingungen sind in deutscher Sprache abgefasst. Eine Übersetzung in die englische Sprache ist beigefügt. Der deutsche Text ist bindend und maßgeblich. Die Übersetzung in die englische Sprache ist unverbindlich.]

[Diese Emissionsbedingungen sind in englischer Sprache abgefasst. Eine Übersetzung in die deutsche Sprache ist beigefügt. Der englische Text ist bindend und maßgeblich. Die Übersetzung in die deutsche Sprache ist unverbindlich.]

[Diese Emissionsbedingungen sind ausschließlich in deutscher Sprache abgefasst.]

G U A R A N T E E AND NEGATIVE PLEDGE

by

VOLKSWAGEN AKTIENGESELLSCHAFT,

Wolfsburg, Germany,

(the "Guarantor")

in favour of the holders of notes (the "Notes") issued by

Volkswagen International Finance N.V.,

Amsterdam, The Netherlands,

VW Credit Inc..

Herndon, Virginia, USA

(incorporated in Delaware),

VW Credit Canada, Inc. / Crédit VW Canada, Inc.,

St. Laurent, Québec, Canada,

Volkswagen International Luxemburg S.A.,

Luxembourg, Luxembourg, or

Porsche Holding Gesellschaft m.b.H.

Salzburg, Austria

(each an "Issuer" and together the "Issuers")

under the

EUR 30,000,000,000 Debt Issuance Programme

(the "Programme").

The Guarantor hereby unconditionally and irrevocably guarantees to the holder of each Note (each, a "**Holder**") the due payment of the amounts corresponding to the principal of and interest, if any, on the respective Notes in accordance with the respective terms applicable to such Notes.

The intent and purpose of this Guarantee is to ensure that the Holders under all circumstances, whether factual or legal, and regardless of the validity and enforceability of the obligations of the Issuers or any company that may have been substituted for the same or for Volkswagen Aktiengesellschaft in its capacity as issuer of Notes under the Programme, pursuant to Condition 10 of the Terms and Conditions of the respective Notes may fail to effect payment, shall receive the amounts payable as principal and interest, if any, on the dates provided for in the Conditions applicable to the respective Notes.

The Guarantor expressly guarantees the payment of principal of, and interest, if any, on, all Notes issued with reference to the Programme.

The Guarantor further undertakes, as long as Notes under the Programme are outstanding, but only up to the time all amounts of principal and interest, if any, have been placed at the disposal of the Fiscal Agent, not to provide for any other Bond Issue, including any guarantee or indemnity in respect thereof, any security upon its assets without at the same time having the Holders share equally and rateably in such security. For the avoidance of doubt, this undertaking shall not apply to security provided in connection with asset backed securities issued by a special purpose vehicle where the Guarantor is the originator of the underlying assets. For the purposes of this Guarantee and Negative Pledge, "Bond Issue" shall mean an issue of debt securities which is, or is intended to be, or is capable of being, quoted, listed or dealt in on any stock exchange, over-the counter or other securities market.

This Guarantee and Negative Pledge is given in respect of any and all Notes which are or will be issued by any of the Issuers under the Programme on or after the date hereof.

The obligations of the Guarantor under this Guarantee and Negative Pledge shall, without any further act or thing being required to be done or to occur, extend to the obligations of any Substitute Debtor which is not the Guarantor arising in respect of any Note by virtue of a substitution pursuant to the Conditions.

This Agreement and all undertakings contained herein constitute a contract for the benefit of the Holders from time to time as third party beneficiaries pursuant to § 328 (1) BGB (German Civil Code)¹. They give rise to the right of each such Holder to require performance of the obligations undertaken herein directly from the Guarantor, and to enforce such obligations directly against the Guarantor.

Any Holder has the right in case of non-performance of any payments on the Notes to enforce the Guarantee by filing a suit directly against the Guarantor without the need to take prior proceedings against the relevant Issuer.

Citibank, N.A., which accepted this Guarantee in its capacity as Fiscal Agent does not act in a relationship of agency or trust, a fiduciary or in any other similar capacity for the Holders.

Terms used in this Agreement and not otherwise defined herein shall have the meaning attributed to them in the Conditions.

If Notes provide that the provisions regarding the Amendment of the Terms and Conditions and the Holder's Representative as set forth in § 10/11 of the Conditions apply to such Notes, such provisions shall be applicable *mutatis mutandis* also to this Guarantee. Should the Conditions of a Bond Issue be amended by an agreement based on § 10/11of the Conditions between the Holders and the respective Issuer this Guarantee shall also apply to payments due under the amended Conditions.

The rights and obligations arising from this Guarantee and Negative Pledge shall in all respects be determined in accordance with German law. Place of performance shall be Frankfurt am Main.

This Agreement is written in the German language and attached hereto is a non-binding English translation.

The original version of this Agreement shall be delivered to, and kept by, Citibank, N.A.

Exclusive place of jurisdiction for all legal proceedings arising out of or in connection with this Agreement against the Guarantor shall be Frankfurt am Main.

On the basis of a copy of this Agreement certified as being a true copy by a duly authorised officer of Citibank, N.A., each Holder may protect and enforce in his own name his rights arising under this Agreement in any legal proceedings against the Guarantor or to which such Holder and the Guarantor are parties, without the need for production of this Agreement in such proceedings.

Wolfsburg, 2 May 2014

VOLKSWAGEN AKTIENGESELLSCHAFT

We accept the terms of the above Guarantee and Negative Pledge without recourse, warranty or liability.

2 May 2014

Citibank, N.A.

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An English language translation of § 328 (1) German Civil Code would read as follows: "A contract may stipulate performance for the benefit of a third party, to the effect that the third party acquires the rigth directly to demand performance."

G A R A N T I E UND NEGATIVVERPFLICHTUNG

der

VOLKSWAGEN AKTIENGESELLSCHAFT,
Wolfsburg, Deutschland,
(die "Garantin")

zugunsten der Anleihegläubiger von Volkswagen International Finance N.V., Amsterdam, Niederlande, VW Credit, Inc.,

Herndon, Virginia, USA (Gesellschaftssitz: Delaware),

VW Credit Canada, Inc. / Crédit VW Canada, Inc.,

St. Laurent, Québec, Canada, Volkswagen International Luxemburg S.A., Luxemburg, Luxemburg, oder

Porsche Holding Gesellschaft m.b.H., Salzburg, Österreich

(jeweils eine "Emittentin" und zusammen die "Emittentinnen")

im Rahmen des
EUR 30.000.000.000 Debt Issuance Programmes
(das "Programm").

Die Garantin gewährleistet hiermit den Gläubigern der Schuldverschreibungen (die "Gläubiger") unwiderruflich und unbedingt die ordnungsgemäße Zahlung der Beträge, die Kapital und etwaigen Zinsen der jeweiligen Schuldverschreibungen entsprechen, nach Maßgabe der für diese Schuldverschreibungen jeweils geltenden Bedingungen.

Sinn und Zweck dieser Garantie ist es sicherzustellen, daß die Gläubiger unter allen tatsächlichen oder rechtlichen Umständen und ungeachtet der Wirksamkeit und Durchsetzbarkeit der Verpflichtungen der Emittentinnen oder der gemäß § 10 der für die jeweiligen Schuldverschreibungen geltenden Bedingungen an ihre Stelle oder an die Stelle der Volkswagen Aktiengesellschaft in ihrer Eigenschaft als Emittentin unter dem Programm getretenen Gesellschaft unterbleiben mag, die als Kapital und etwaige Zinsen zahlbaren Beträge zu den in den für die jeweiligen Schuldverschreibungen geltenden Bedingungen vorgesehenen Terminen erhalten.

Die Garantin gewährleistet ausdrücklich die Zahlung von Kapital und etwaigen Zinsen aller Schuldverschreibungen, die unter Bezugnahme auf das Programm begeben wurden.

Die Garantin verpflichtet sich ferner, solange Schuldverschreibungen unter dem Programm ausstehen, jedoch nur bis zu dem Zeitpunkt, an dem alle Beträge an Kapital und etwaigen Zinsen dem Fiscal Agent zur Verfügung gestellt worden sind, für andere Anleihen, einschließlich dafür übernommener Garantien und Gewährleistungen, keine Sicherheiten an ihrem Vermögen zu bestellen, ohne gleichzeitig und im gleichen Rang die Gläubiger an solchen Sicherheiten teilnehmen zu lassen. Um etwaige Zweifel zu vermeiden, diese Verpflichtung gilt nicht in Bezug auf Sicherheiten, die in Zusammenhang mit asset-backed-securities (strukturierte Wertpapiere, die mit Vermögenswerten besichert sind), die von einer Zweckgesellschaft begeben werden, und bei denen die Garantin die urprüngliche Inhaberin der zugrunde liegenden Vermögenswerte ist. Im Sinne dieser Garantie und Negativverpflichtung bedeutet "Anleihe" eine Emission von Schuldverschreibungen, die an einer Wertpapierbörse, im Freiverkehr oder einem anderen Wertpapiermarkt notiert, eingeführt oder gehandelt werden oder können.

Diese Garantie und Negativverpflichtung erstreckt sich auf sämtliche Schuldverschreibungen, die am oder nach dem Datum dieser Garantie und Negativverpflichtung von einer Emittentin unter dem Programm begeben werden.

Die Verpflichtungen der Garantin aus dieser Garantie und Negativverpflichtung erstrecken sich, ohne dass eine weitere Handlung durchgeführt werden oder ein weiterer Umstand entstehen muss, auf solche Verpflichtungen jeglicher nicht mit der Garantin identischen neuen Emittentin, die infolge einer Schuldnerersetzung gemäß den anwendbaren Bestimmungen der Bedingungen in bezug auf jedwede Schuldverschreibung entstehen.

Diese Garantie und alle hierin enthaltenen Vereinbarungen sind ein Vertrag zu Gunsten der Gläubiger der Schuldverschreibungen als begünstigte Dritte gemäß § 328 Abs. 1 BGB und begründen das Recht eines jeden Gläubigers, die Erfüllung der hierin eingegangenen Verpflichtungen unmittelbar von der Garantin zu fordern und diese Verpflichtungen unmittelbar gegenüber der Garantin durchzusetzen.

Ein Gläubiger einer Schuldverschreibung kann im Falle der Nichterüllung von Zahlungen auf die Schuldverschreibungen zur Durchsetzung dieser Garantie unmittelbar gegen die Garantin Klage erheben, ohne dass zunächst ein Verfahren gegen die jeweilige Emittentin eingeleitet werden müsste.

Die Citibank, N.A., mit der die hierin enthaltenen Vereinbarungen getroffen werden, handelt als Fiscal Agent nicht als Beauftragte, Treuhänderin oder in einer ähnlichen Eigenschaft für die Gläubiger von Schuldverschreibungen.

Die hierin verwendeten und nicht anders definierten Begriffe haben die ihnen in den Bedingungen zugewiesene Bedeutung.

Sofern auf Schuldverschreibungen die Bestimmungen über die Änderung der Anleihebedingungen und den Gemeinsamen Vertreter gemäß § 10 bzw. § 11 der Bedingungen Anwendung finden, gelten diese Bestimmungen sinngemäß auch für diese Garantie. Sollten die Bedingungen einer Anleihe durch Vereinbarung zwischen den Gläubigern und der jeweiligen Emittentin gemäß § 10 bzw. § 11 der Bedingungen geändert werden, gilt diese Garantie auch für die Zahlung aller gemäß der geänderten Bedingungen zahlbaren Beträge.

Die Rechte und Pflichten aus dieser Garantie und Negativverpflichtung bestimmen sich in jeder Hinsicht nach deutschem Recht. Erfüllungsort ist Frankfurt am Main.

Diese Garantie und Negativverpflichtung ist in deutscher Sprache abgefaßt und in die englische Sprache übersetzt. Die deutschsprachige Fassung ist verbindlich und allein maßgeblich.

Das Original dieser Garantie und Negativverpflichtung wird der Citibank, N.A., ausgehändigt und von dieser verwahrt.

Ausschließlicher Gerichtsstand für alle Rechtsstreitigkeiten gegen die Garantin aus oder im Zusammenhang mit dieser Garantie und Negativverpflichtung ist Frankfurt am Main.

Jeder Gläubiger einer Schuldverschreibung kann in jedem Rechtsstreit gegen die Garantin und in jedem Rechtsstreit, in dem er und die Garantin Partei sind, seine aus dieser Garantie und Negativverpflichtung hervorgehenden Rechte auf der Grundlage einer von einer vertretungsberechtigten Person der Citibank, N.A., beglaubigten Kopie dieser Garantie ohne Vorlage des Originals im eigenen Namen wahrnehmen und durchsetzen.

Wolfsburg, 2. Mai 2014

VOLKSWAGEN AKTIENGESELLSCHAFT

Wir akzeptieren die Bestimmungen der vorstehenden Garantie ohne Obligo, Gewährleistung oder Rückgriff auf uns.

2. Mai 2014

CITIBANK, N.A.

FORM OF FINAL TERMS

MUSTER - ENDGÜLTIGE BEDINGUNGEN

[Date] [Datum]

Final Terms Endgültige Bedingungen

[Name of Issuer] [Name der Emittentin]

[Title of relevant Series of Notes]
[Bezeichnung der betreffenden Serie der Schuldverschreibungen]
issued pursuant to the
begeben aufgrund des

€ 30,000,000,000 Debt Issuance Programme of/der

Volkswagen Aktiengesellschaft

as Issuer and Guarantor als Emittentin und Garantin and/und

Volkswagen International Finance N.V.

and/und

VW Credit, Inc.

and/und

VW Credit Canada, Inc. / Crédit VW Canada, Inc.

and/und

Volkswagen International Luxemburg S.A.

and/und

Porsche Holding Gesellschaft m.b.H.

dated [•] vom [•]

Issue Price: [] per cent. Ausgabepreis: []%

Issue Date: []³
Tag der Begebung: []

Series No.: []
Serien Nr.: []

The Issue Date is the date of payment and settlement of the Notes. In the case of free delivery, the Issue Date is the delivery date.

Der Tag der Begebung ist der Tag, an dem die Schuldverschreibungen begeben und bezahlt werden. Bei freier Lieferung ist der Tag der Begebung der Tag der Lieferung.

Important Notice

These Final Terms have been prepared for the purpose of Article 5 (4) of the Directive 2003/71/EC of the European Parliament and of the Council of 4 November 2003, as amended by Directive 2010/73/EU of the European Parliament and of the Council of 24 November 2010, and must be read in conjunction with of the Debt Issuance Programme Prospectus pertaining to the Programme dated 2 May 2014 (the "**Prospectus**") [and the supplement(s) dated [•]]. The Prospectus and any supplement thereto are available for viewing in electronic form on the website of the Luxembourg Stock Exchange (www.bourse.lu) and on the website of Volkswagen Aktiengesellschaft (www.volkswagen-ir.de) and copies may be obtained from Volkswagen Aktiengesellschaft. Full information is only available on the basis of the combination of the Prospectus, any supplement and these Final Terms. [A summary of the individual issue of Notes is annexed to these Final Terms.]

Wichter Hinweis

Diese Endgültigen Bedingungen wurden für die Zwecke des Artikels 5 Absatz 4 der Richtlinie 2003/71/EG des Europäischen Parlaments und des Rates vom 4. November 2003, in der durch die Richtlinie 2010/73/EU des Europäischen Parlaments und des Rates vom 24. November 2010 geänderten Fassung, abgefasst und sind in Verbindung mit dem Debt Issuance Programme Prospekt vom 2. Mai 2014 über das Programm (der "Prospekt") [und [dem Nachtrag][den Nachträgen] dazu vom [•]] zu lesen. Der Prospekt sowie etwaige Nachträge können in elektronischer Form auf der Internetseite der Luxemburger Börse (www.bourse.lu) und der Internetseite der Volkswagen Aktiengesellschaft (www.volkswagen-ir.de) eingesehen werden. Kopien sind erhältlich bei Volkswagen Aktiengesellschaft. Vollständige Informationen sind nur verfügbar, wenn die Endgültigen Bedingungen, der Prospekt, etwaige Nachträge dazu zusammengenommen werden. [Eine Zusammenfassung der einzelnen Emission der Schuldverschreibungen ist diesen Endgültigen Bedingungen angefügt.]

Part I. :TERMS AND CONDITIONS
Teil I.: EMISSIONSBEDINGUNGEN

[A. In the case the options applicable to the relevant Tranche of Notes are to be determined by replicating the relevant provisions set forth in the Prospectus as Option I, Option II or Option III including certain further options contained therein, respectively, and completing the relevant placeholders, insert:

A. Falls die für die betreffende Tranche von Schuldverschreibungen geltenden Optionen durch Wiederholung der betreffenden im Prospekt als Option I, Option II oder Option III aufgeführten Angaben (einschließlich der jeweils enthaltenen bestimmten weiteren Optionen) und Vervollständigung der betreffenden Leerstellen bestimmt werden, einfügen:

The Conditions applicable to the Notes (the "**Conditions**") and the [German] [English] language translation thereof, are as set out below.

Die für die Schuldverschreibungen geltenden Bedingungen (die "**Bedingungen**") sowie die deutschsprachige][englischsprachige] Übersetzung sind wie nachfolgend aufgeführt.

[in case of Notes with fixed interest rates replicate here relevant provisions of Option I including relevant further options contained therein, and complete relevant placeholders]

[im Fall von Schuldverschreibungen mit fester Verzinsung hier betreffende Angaben der Option I (einschließlich der betreffenden weiteren Optionen) wiederholen und betreffende Leerstellen vervollständigen]

[in the case of Notes with floating interest rates replicate here relevant provisions of Option II including relevant further options contained therein, and complete relevant placeholders]

⁴ Only applicable in case of specified denomination of less than EUR 100,000.

⁴ Nur anwendbar falls der festgelegte Nennbetrag geringer als EUR 100.000 ist.

[im Fall von Schuldverschreibungen mit variabler Verzinsung hier betreffende Angaben der Option II (einschließlich der betreffenden weiteren Optionen) wiederholen und betreffende Leerstellen vervollständigen]

[in case of Zero Coupon Notes replicate here relevant provisions of Option III including relevant further options contained therein, and complete relevant placeholders]

[im Fall von Nullkupon-Schuldverschreibungen hier betreffende Angaben der Option III (einschließlich der betreffenden weiteren Optionen) wiederholen und betreffende Leerstellen vervollständigen]

- [B. In the case the options applicable to the relevant Tranche of Notes are to be determined by referring to the relevant provisions set forth in the Prospectus as Option I, Option III or Option III including certain further options contained therein, respectively, insert:
- B. Falls die für die betreffende Tranche von Schuldverschreibungen geltenden Optionen, die durch Verweisung auf die betreffenden im Prospekt als Option I, Option II oder Option III aufgeführten Angaben (einschließlich der jeweils enthaltenen bestimmten weiteren Optionen) bestimmt werden, einfügen:

This Part A. of the Final Terms is to be read in conjunction with the set of Terms and Conditions that apply to [Notes] [with fixed interest rates] [with floating interest rates] [Zero-Coupon Notes] (the "Terms and Conditions") set forth in the Prospectus as [Option I] [Option II] [Option III]. Capitalised terms not otherwise defined herein shall have the meanings specified in the set of Terms and Conditions.

Dieser Teil A. der Endgültigen Bedingungen ist in Verbindung mit den dem Satz der Emissionsbedingungen, der auf [Schuldverschreibungen] [mit fester Verzinsung] [mit variabler Verzinsung] [Nullkupon-Schuldverschreibungen] Anwendung findet (die "Emissionsbedingungen"), zu lesen, die der als [Option I] [Option II] [Option III] im Prospekt enthalten ist. Begriffe, die in den dem Satz der Emissionsbedingungen definiert sind, haben, falls die Endgültigen Bedingungen nicht etwas anderes bestimmen, die gleiche dieselbe Bedeutung, wenn sie in diesen Endgültigen Bedingungen verwendet werden.

All references in this part of the Final Terms to numbered Articles and subparagraphs are to Articles and subparagraphs of the Terms and Conditions.

Bezugnahmen in diesem Teil der Endgültigen Bedingungen auf Paragraphen und Absätze beziehen sich auf die Paragraphen und Absätze der Emissionsbedingungen.

All provisions in the Terms and Conditions corresponding to items in the Final Terms which are either not selected or completed or which are deleted shall be deemed to be deleted from the terms and conditions applicable to the Notes (the "Conditions").

Sämtliche Bestimmungen der Emissionsbedingungen, die sich auf Variablen dieser Endgültigen Bedingungen beziehen und die weder angekreuzt noch ausgefüllt werden oder die gestrichen werden, gelten als in den auf die Schuldverschreibungen anwendbaren Emissionsbedingungen (die "Bedingungen") gestrichen.

Language of Conditions⁵ Sprache der Bedingungen German only ausschließlich Deutsch **Enalish only** ausschließlich Englisch English and German (English binding) Englisch und Deutsch (englischer Text maßgeblich) German and English (German binding) Deutsch und Englisch (deutscher Text maßgeblich) **CURRENCY, DENOMINATION, FORM, CERTAIN DEFINITIONS (§ 1)** WÄHRUNG, STÜCKELUNG, FORM, DEFINITIONEN (§ 1) **Currency and Denomination** Währung und Stückelung Specified Currency 1 Festgelegte Währung Aggregate Principal Amount ſ] Gesamtnennbetrag Specified Denomination⁶ [] Festgelegte Stückelung Number of Notes to be issued in each Specified Denomination] Anzahl der in jeder festgelegten Stückelung auszugebenden Schuldverschreibungen Minimum Principal Amount for Transfers (specify) [] Mindestnennbetrag für Übertragungen (angeben)

_

New Global Note

New Global Note

Classical Global Note

Classical Global Note

[Yes/No]

[Ja/Nein]

[Yes/No]

[Ja/Nein]

To be determined in consultation with the Issuer. It is anticipated that, subject to any stock exchange or legal requirements applicable from time to time, and unless otherwise agreed, in the case of Notes in bearer form publicly offered, in whole or in part, in the Federal Republic of Germany, or distributed, in whole or in part, to non-qualified investors in the Federal Republic of Germany, German will be the controlling language. If, in the event of such public offer or distribution to non-qualified investors, however, English is chosen as the controlling language, a German language translation of the Conditions will be available from the principal office of Volkswagen Aktiengesellschaft.

In Abstimmung mit der Emittentin festzulegen. Es wird erwartet, dass vorbehaltlich geltender Börsen- oder anderer Bestimmungen und soweit nicht anders vereinbart, die deutsche Sprache für Inhaberschuldverschreibungen maßgeblich sein wird, die insgesamt oder teilweise öffentlich zum Verkauf in der Bundesrepublik Deutschland angeboten oder an nicht qualifizierte Anleger in der Bundesrepublik Deutschland verkauft werden, wird . Falls bei einem solchen öffentlichen Verkaufsangebot oder Verkauf an nichtqualifizierte Anleger die englische Sprache als maßgeblich bestimmt wird, wird eine deutschsprachige Übersetzung der Bedingungen bei der Hauptgeschäftsstelle Volkswagen Aktiengesellschaft erhältlich sein.

The minimum denomination of the Notes will be, if in €, € 1,000, or if in any currency other than €, in an amount in such other currency nearly equivalent to € 1,000 at the time of the issue of the Notes or such other minimum denomination as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the relevant Notes.

Die Mindeststückelung der Schuldverschreibungen beträgt € 1.000, oder falls die Schuldverschreibungen in einer anderen Währung als € begeben werden, einem Betrag in dieser anderen Währung, der zur Zeit der Begebung der Schuldverschreibungen annähernd dem Gegenwert von € 1.000 entspricht oder solche andere Mindeststückelung, die von Zeit zu Zeit von der entsprechenden Zentralbank (oder entsprechenden Institution) oder durch anwendbare Gesetze oder Bestimmungen in Bezug auf die Schuldverschreibungen zulässig oder erforderlich ist.

	TEFRA C Rules		
	Permanent Global Note Dauerglobalurkunde		
	TEFRA D Rules TEFRA D Rules		
	Temporary Global Note exchangeable for Permanent Global Note Vorläufige Globalurkunde austauschbar gegen Dauerglobalurkunde		
	Neither TEFRA D Rules nor TEFRA C Rules Weder TEFRA D Rules noch TEFRA C Rules		
	Permanent Global Note Dauerglobalurkunde		
Cleari	ng System		
	Clearstream Banking AG Clearstream Banking, société anonyme Euroclear Bank SA/NV CDS Clearing and Depository Services Inc. Other – specify Sonstige (angeben)		
	ation Agent hnungsstelle	[Yes/N <i>[Ja/Ne</i>	_
	Fiscal Agent		
	[insert name and address of calculation agent, if not the Fiscal Agent] [Falls Berechnungsstelle nicht der Fiscal Agent Nmae und Anschrift der Berecheinfügen]	[hnungs] stelle
	EEST (§ 3) ⁸ EN (§ 3)		
	Rate Notes erzinsliche Schuldverschreibungen		
	of Interest and Interest Payment Dates atz und Zinszahlungstage		
	Rate of Interest [] per cent. p	er annu Der annu	
	Interest Commencement Date Verzinsungsbeginn	[]
	Fixed Interest Date(s) Festzinstermin(e)	[]
	First Interest Payment Date	[]

⁷ Elect in circumstances in which the Notes will not constitute "registration required obligations" under section 4701(b) of the U.S. Internal Revenue Code. With respect to all Issuers other than VCI this is always applicable if Notes have an initial maturity of one year or less.

Wähle bei Schuldverschreibungen, die keine erforderlichen Erfassungspflichten unter dem Paragraphen 4701(b) der U.S. Internal Revenue Code begründen. In Bezug auf alle Emittentinnen außer VCI ist dies immer anwendbar bei Schuldverschreibungen mit einer ursprünglichen Laufzeit von einem Jahr oder weniger.

If not applicable, the following items may be deleted.

Falls nicht anwendbar, können die folgenden Angaben gelöscht werden.

Initial Broken Amount(s) (per Specified Denomination) Anfängliche(r) Bruchteilzinsbetrag(-beträge) (für jede feste	gelegte	Stückelun	g)	[]
Fixed Interest Date preceding the Maturity Date Festzinstermin, der dem Fälligkeitstag vorangeht				Ţ]
Final Broken Amount(s) (per Specified Denomination) Abschließende(r) Bruchteilzinsbetrag(-beträge) (für jede fe	estgeleg	gte Stücke	lung)	[]
Determination Date(s) ⁹ Feststellungstermin(e)]]] in e] in jed	ach ye dem Ja	
st Payments: ahlungen: adjusted angepasst unadjusted nicht angepasst					
ng Rate Notes bel verzinsliche Schuldverschreibungen					
st Payment Dates ahlungstage					
st Commencement Date sungsbeginn				[]
ied Interest Payment Dates elegte Zinszahlungstage				[]
ied Interest Period(s) [elegte Zinsperiode(n) [] [W		eks/months Monate/ar			
ess Day Convention päftstagskonvention					
Modified Following Business Day Convention Modifizierte-Folgender-Geschäftstag-Konvention					
FRN Convention (specify period(s)) FRN Konvention (Zeitraum angeben)]]] [montl] [Monate	hs/other- e/andere		
Following Business Day Convention Folgender-Geschäftstag-Konvention					
Preceding Business Day Convention Vorangegangener-Geschäftstag-Konvention					
st Payments: ahlungen: adjusted angepasst unadjusted nicht angepasst					
ant Financial Centres				[]

⁹ Insert regular interest dates ignoring issue date or maturity date in the case of a long or short first or last coupon. N.B. Only relevant where the Specified Currency is € and the Day Count Fraction is Actual/Actual (ICMA).

Einzusetzen sind die festen Zinstermine, wobei im Falle eines langen oder kurzen ersten oder letzten Kupons der Tag der Begebung bzw. der Fälligkeitstag nicht zu berücksichtigen sind. N.B. Nur einschlägig, falls die festgelegte Währung € ist und der Zinstagequotient Actual/Actual (ICMA) anwendbar ist.

Rate of Interest Zinssatz

	en Rate Determination chirmfeststellung			
Interl EUR	IBOR (11.00 a.m. Brussels time/TARGET Business Day/ bank Market in the Euro-zone) IBOR (11.00 Uhr Brüsseler Ortszeit/TARGET Geschäftstag/ bankenmarkt in der Euro-Zone)			
	en page chirmseite		[]
	PR (London time/London Business Day/London Interbank Market) PR (Londoner Ortszeit/Londoner Geschäftstag/Londoner Interban			
	en page chirmseite		[]
	R (Toronto time/Canadian Interbank Market) R (Toronto Ortszeit/Kanadischer Interbankenmarkt)			
	en page chirmseite]]
	Toronto Business Day TorontoGeschäftstag			
		[insert financi [Finanzzentru		
	Margin [] per cent. p	er ann er ann	
	plus plus			
	minus minus			
	est Determination Date festlegungstag			
	second Business Day prior to commencement of Interest Periozweiter Geschäftstag vor Beginn der jeweiligen Zinsperiode	od		
	first day of each Interest Period erster Tag der jeweiligen Zinsperiode			
	[insert other applicable rounding provision] [andere Rundungsregel einfügen]]]
	rence Banks (if other than as specified in § 3(2)) (specify) renzbanken (sofern abweichend von § 3 Absatz (2)) (angeben)		[]
	est Amount betrag			
	0.5 of applicable unit to be rounded upwards Aufrundung von 0,5 der anwendbaren Einheit			
	Insert other applicable rounding provisions Andere anwendbare Rundungsbestimmungen einfügen		[]

	Coupon Notes rupon-Schuldverschreibungen			
	ual of Interest ufende Zinsen			
	isation Yield sionsrendite		[]
Count Fi	raction ¹⁰ <i>tient</i>			
Actual	l/Actual (ICMA)			
Actual	/Actual (ICMA 251)			
Actual	l/365 (Stearling)			
Actual	1/365 (Fixed)			
Actual	/Actual ISDA			
Actual	//360			
30/360	0			
30E/3	60 (Eurobond Basis)			
Actual	/Actual Canadian Compound Method			
Other				
MENTS (.UNGEN				
ent Bus <i>ingstag</i>	siness Day			
	TARGET TARGET		[]
	Relevant Financial Centre(s) (specify all) Relevante Finanzzentren (alle angeben)		[]
	Calculation Agent for RMB denominated Notes ¹¹ Berechnungsstelle für RMB	[Fiscal Agent][s	specif	y]
	denominierte Schuldverschreibungen	[Fiscal Agent][6	əinfüg	en]
MPTIO KZAHLU	N (§ 5) ING (§ 5)			
Redem _l z <i>ahlun</i> g	ption pbei Endfälligkeit			
	ity Date keitstag		[]
	mption Month cahlungsmonat		[]

Complete for all Notes.

Für alle Schuldverschreibungen auszufüllen.
Only applicable in case of Notes denominated in Renminbi.
Nur iim Fall von Schuldverschreibungen, die in Renminbi denominiert sind anwendbar.

Final Redemption Amount Rückzahlungsbetrag Principal amount Nennbetrag Final Redemption Amount (per Specified Denomination) [] Rückzahlungsbetrag (für jede festgelegte Stückelung) **Early Redemption** Vorzeitige Rückzahlung Early Redemption at the Option of the Issuer [Yes/No] Vorzeitige Rückzahlung nach Wahl der Emittentin [Ja/Nein] Minimum Redemption Amount [] Mindestrückzahlungsbetrag **Higher Redemption Amount** ſ] Höherer Rückzahlungsbetrag Call Redemption Date(s)] Wahlrückzahlungstag(e) (Call) Call Redemption Amount(s)] Wahlrückzahlungsbetrag/-beträge (Call) Minimum Notice¹²] Mindestkündigungsfrist Maximum Notice [] Höchstkündigungsfrist Early Redemption at the Option of a Holder [Yes/No] Vorzeitige Rückzahlung nach Wahl des Gläubigers [Ja/Nein] Put Redemption Date(s) 1 ſ Wahlrückzahlungstag(e) (Put) Put Redemption Amount(s)] [Wahlrückzahlungsbetrag/-beträge (Put) Minimum Notice] days Mindestkündigungsfrist] Tage Maximum Notice (never more than 60 days)] days Höchstkündigungsfrist (nie mehr als 60 Tage) 1 Tage **Early Redemption Amount** Vorzeitiger Rückzahlungsbetrag

Nullkupon-Schuldverschreibungen

Zero Coupon Notes

Reference Price

Referenzpreis

[

]

Euroclear requires a minimum notice period of 5 days.

Euroclear verlangt eine Mindestkündigungsfrist von 5 Tagen.

	ISCAL AGENT [,] [AND] [THE PAYING AGENT[S]] [AND THE CALCULATION AGE ISCAL AGENT [,] [UND] [DIE ZAHLSTELLE[N]] [UND DIE BERECHNUNGSSTELLI							
	Calculation Agent/specified office ¹³ Berechnungsstelle/bezeichnete Geschäftsstelle	[]					
	Required location of Calculation Agent (specify) Vorgeschriebener Ort für Berechnungsstelle (angeben)	[]					
	Paying Agents Zahlstellen							
	Additional Paying Agent(s)/specified office(s) Zahlstelle(n)/bezeichnete Geschäftsstelle(n)	[]					
	TS OF DEFAULT (§9) ¹⁴ IGUNG (§9) Guarantee ceases to be effective Unwirksamkeit der Garantie							
AMENI OF TH ÄNDEI	DMENT OF THE TERMS AND CONDITIONS; HOLDERS' REPRESEN DMENT E GUARANTEE] [(§ 11)] RUNG DER ANLEIHEBEDINGUNGEN, GEMEINSAMER VERTRETER[, ÄNDERUNG NTIE] [(§ 11)]		_					
	Majority requirements Mehrheitserfordernisse							
	Qualified majority: [75 per cent.] Qualifizierte Mehrheit: [75%]							
	Appointment of a Holders' Representative by resolution passed by Holders Bestellung eines gemeinsamen Vertreters der Gläubiger durch Beschluss der Gläubig	ger						
	Appointment of a Holders' Representative in the Conditions Bestellung eines gemeinsamen Vertreters der Gläubiger in den Bedingungen							
	Name and address of the Holders' Representative (specify details) Name und Anschrift des gemeinsamen Vertreters (Einzelheiten einfügen)							
	ES ([§ 12]) ILUNGEN ([§ 12])							
	and medium of publication d Medium der Bekanntmachung							
	Germany (Federal Gazette) Deutschland (Bundesanzeiger)							
	Grand Duchy of Luxemburg (Luxemburger Wort) Großherzogtum Luxemburg (Luxemburger Wort)							
	Website of the Luxembourg Stock Exchange (www.bourse.lu) Internetseite der Luxemburger Börse (www.bourse.lu)							
	Clearing System							
	[specify other place and medium of publication] [sonstigen Ort und Medium der Bekanntmachung angeben]	[]					

Not to be completed if Fiscal Agent is to be appointed as Calculation Agent.

Nicht auszufüllen, falls Fiscal Agent als Berechnungsstelle bestellt werden soll.

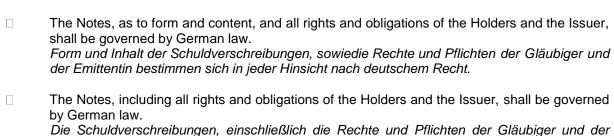
Do not apply in case of tap issues.

Nicht anwendbar im Falle von Aufstockungen.

APPLICABLE LAW, PLACE OF JURISDICTION AND ENFORCEMENT (§ [13][14]) ANWENDBARES RECHT, GERICHTSSTAND UND GERICHTLICHE GELTENDMACHUNGMITTEILUNGEN (§ [13][14])

Emittentin unterliegen in jeder Hinsicht deutschem Recht.

Applicable Law Anwendbares Recht



Part II.: ADDITIONAL INFORMATION¹⁵

Teil II.: ZUSÄTZLICHE INFORMATIONEN

A. **Essential Information** Grundlegende Angaben

Interests of natural and legal persons involved in the issue/offer Interessen von Seiten natürlicher und juristischer Personen, die an der Emission/dem Angebot beteiligt sind

[specify interests of natural and legal persons material to the offer, if known to the Issuer and not already disclosed]

[Interessen von natürlichen und juristischen Personen, die wesentlich für das Angebot sind und nicht bereits veröffentlicht, hier angeben

Reasons for the offer Gründe für das Angebot

ıg

B. Information concerning the securities to be offered / admitted to trading		
Intended to be held in a manner which would allow Eurosystem eligibility Soll in EZB-fähiger Weise gehalten werden		es/No] a/Nein]
Eurosystem eligibility ¹⁶ <i>EZB-Fähigkeit</i>		
Estimated total expenses of the issue Geschätzte Gesamtkosten der Emission	[]
Estimated net proceeds Geschätzter Nettobetrag der Erträge	[]
[specify reasons for the offer, if different from making profit and/or hedging certain risks [Gründe für das Angebot einfügen, sofern die Gründe für das Angebot nicht in der Gund/oder der Absicherung bestimmter Risiken bestehen]		erzielun

Informationen über die anzubietenden bzw. zum Handel zuzulassenden Wertpapiere

Securities Identification Numbers Wertpapier-Kenn-Nummern

Common Code

Common Code		•
ISIN <i>ISIN</i>	[]
CUSIP CUSIP	[]
German Securities Code Deutsche <i>Wertpapier-Kenn-Nummer (WKN)</i>	[]
Any other securities number Sonstige Wertpapier-Kenn-Nummer	[]

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There is no obligation to complete Part II of the Final Terms in its entirety in case of Notes with a Specified Denomination of at least € 100,000 or its equivalent in any other currency, provided that such Notes will not be listed on any regulated market within the European Economic Area. To be completed in consultation with the Issuer.

Es besteht keine Verpflichtung, Teil II der Endgültigen Bedingungen bei Schuldverschreibungen mit einer festgelegten Stückelung von mindestens € 100.000 oder dem Gegenwert in einer anderen Währung vollständig auszufüllen, sofern diese Schuldverschreibungen nicht an einem geregelten Markt innerhalb des Europäischen Wirtschaftsraums zum Handel zugelassen werden. In Absprache mit der Emittentin auszufüllen.

Complete e.g. if the Notes are issued in NGN form and to be kept in custody by a common safekeeper on behalf of the

Z.B. auszufüllen, falls die Schuldverschreibungen in NGN Form begeben werden und von einem common safekeeper im Namen der ICSDs gehalten werden sollen.

Yield ¹⁷ Rendit			
		culating the yield methode der Rendite	
		ICMA method:	The ICMA method determines the effective interest rate of notes taking into account accrued interest on a daily basis.
		ICMA Methode:	Die ICMA Metode ermittelt die Effektivverzinsung von Schuldverschreibungen unter Berücksichtigung der täglichen Stückzinsen.
		[specify other method [Andere Methoden zu	to calculate the yield] Berechnung der Rendite angeben]
		ric Interest Rates ¹⁸ ätze der Vergangenhe	it
	Scree Einze	n Page] Iheiten der Entwicklung	R][LIBOR][CDOR] rates can be obtained from [insert relevan g der [EURIBOR][LIBOR][CDOR] Sätze in der Vergangenhe er [relevante Bildschirmseite einfügen]
		ictions chränkungen	
			Base Prospectus shall apply. rgegebenen Verkaufsbeschränkungen.
		A C Rules A C Rules	
		A D Rules A <i>D Rul</i> es	
		er TEFRA C Rules nor T r TEFRA C Rules noch	
Non-ex	cempt (Offer	[Not applicable] [Applicable] ¹⁹

Restrictions on the free transferability of the Notes Beschränkungen der freien Übertragbarkeit der Wertpapiere

[None] [specify details of the restrictions on free transferability] [Keine] [Einzelheiten der Beshcränkung der freien Übertragbarkeit angeben]

C. [Terms and Conditions of the Offer²⁰

Bedingungen und Konditionen des Angebots

Nicht-befreites Angebot

Gilt nur für festverzinsliche Schuldverschreibungen.

[Nicht anwendbar] [Anwendbar]

Only applicable for Fixed Rate Notes.

Only applicable for Floating Rate Notes. Not required for Notes with a Specified Denomination of at least € 100,000. Nur bei variabel verzinslichen Schuldverschreibungen anwendbar. Nicht anwendbar auf Schuldverschreibungen mit einer festgelegten Stückelung von mindestens € 100.000.

Not applicable under German law. If applicable in the relevant jurisdiction, insert: "An offer of the Notes may be made by the Managers [and [specify, if applicable]] other than pursuant to Article 3(2) of the Prospectus Directive in [specify relevant Member State(s) – which must be jurisdictions where the Prospectus and any supplements have been passported] during the period from [] until [].

Nicht anwendbar nach deutschem Recht. Wenn anwendbar in der jeweiligen Jurisdiktion, einfügen: [Die Schuldverschreibungen können von den Managern [und [angeben, falls anwendbar]] unter anderen Umständen als den in Artikel 3(2) der Prospektrichtlinie beschriebenen in [die jeweiligen Herkunftsmitgliedstaaten angeben, die Länder sein müssen, in die der Prospekt und etwaige Nachträge notifiziert wurden] im Zeitraum von [] bis [] angeboten werden.

Only applicable for Notes with a Specified Denomination of less than € 100,000.

Nur anwendbar für Schuldverschreibungen mit einer Festgelegten Stückelung von weniger als € 100.000.

C.1 Conditions, offer statistics, expected timetable and action required to apply for the offer Angebotsstatistiken, erwarteter Zeitplan und erforderliche Maßnahmen für die Teilnahme am Angebot

Conditions to which the offer is subject Bedingungen, denen das Angebot unterliegt

[none] [specify conditions to which the offer is subject] [Keine] [Einzelheiten zu Bedingungen einfügen, denen das Angeobt unterliegt]

Time period, including any possible amendments, during which the offer will be open Frist – einschließlich etwaiger Änderungen – während der das Angebot vorliegt

[not applicable] [specify details relating to the time period, including any possible amendments, during which the offer will be open]

[nicht anwendbar] [Einzelheiten zur Frist – einschließlich etwaiger Änderungen – während der das Angebot vorliegt einfügen]

Description of the application process
Beschreibung des Prozesses für die Umsetzung des Angebots

[not applicable] [specify details relating to the application process]
[nicht anwendbar] [Einzelheiten zum Prozess für die Umsetzung des Angebots einfügen]

A description of the possibility to reduce subscriptions and the manner for refunding excess amount paid by applicants

Beschreibung der Möglichkeit zur Reduzierung der Zeichnungen und der Art und Weise der Erstattung des zu viel gezahlten Betrags an die Zeichner

[not applicable] [specify details relating to the possibility to reduce subscriptions and the manner for refunding excess amount paid by applicants]

[nicht anwendbar] [Einzelheiten zur Möglichkeit zur Reduzierung der Zeichnungen und der Art und Weise der Erstattung des zu viel gezahlten Betrags an die Zeichner einfügen]

Details of the minimum and/or maximum amount of application, (whether in number of notes or aggregate amount to invest)

Einzelheiten zum Mindest- und/oder Höchstbetrag der Zeichnung (entweder in Form der Anzahl der Schuldverschreibungen oder des aggregierten zu investierenden Betrags)

[not applicable] [specify details of the minimum and/or maximum amount of application, (whether in number of notes or aggregate amount to invest)]

[nicht anwendbar] [Einzelheiten zum Mindest- und/oder Höchstbetrag der Zeichnung (entweder in Form der Anzahl der Schuldverschreibungen oder des aggregierten zu investierenden Betrags)einfügen]

Method and time limits for paying up the notes and for delivery of the notes Methode und Fristen für die Bedienung der Wertpapiere und ihre Lieferung

[not applicable] [specify details relating to the Method and time limits for paying up the notes and for delivery of the notes]

[Keine] [Einzelheiten zur Methode und Fristen für die Bedienung der Wertpapiere und ihre Lieferung einfügen]

Manner and date in which results of the offer are to be made public

Art und Weise und Termin, auf die bzw. an dem die Ergebnisse des Angebots offen zu legen sind

[not applicable] [specify details relating to the Manner and date in which results of the offer are to be made public]

[Nicht anwendbar] [Einzelheiten zur Art und Weise und Termin, auf die bzw. an dem die Ergebnisse des Angebots offen zu legen sind einfügen]

The procedure for the exercise of any right of pre-emption, the negotiability of subscription rights and the treatment of subscription rights not exercised.

Verfahren für die Ausübung eines etwaigen Vorzugsrechts, die Marktfähigkeit der Zeichnungsrechte und die Behandlung der nicht ausgeübten Zeichnungsrechte

[not applicable]
[Nicht anwendbar]

C.2 Plan of distribution and allotment²¹ Plan für die Aufteilung der Wertpapiere und deren Zuteilung

Various categories of potential investors to which the notes are offered

Angabe der verschiedenen Kategorien der potentiellen Investoren, denen die Schuldverschreibungen angeboten werden

[specify details relating to the various categories of potential investors to which the notes are offered]
[Einzelheiten zu den verschiedenen Kategorien der potentiellen Investoren, denen die Schuldverschreibungen angeboten werden einfügen]

Process for notification to applicants of the amount allotted and indication whether dealing may begin before notification is made

Verfahren zur Meldung des den Zeichnern zugeteilten Betrags und Angabe, ob eine Aufnahme des Handels vor dem Meldeverfahren möglich ist

[not applicable][specify details of the process for notification to applicants of the amount allotted and indication whether dealing may begin before notification is made]

[nicht anwendbar][Einzelheiten zum Verfahren zur Meldung des den Zeichnern zugeteilten Betrags und Angabe, ob eine Aufnahme des Handels vor dem Meldeverfahren möglich ist einfügen]

Method of determining the offered price and the process for its disclosure. Indicate the amount of any expenses and taxes specifically charged to the subscriber or purchaser.

Methode, mittels derer der Angebotskurs festgelegt wird und Verfahren der Offenlegung. Angabe der Koster und Steuern, die speziell dem Zeichner oder Käufer in Rechnung gestellt werden.

[not applicable] [specify details relating to the method of determining the offered price and the process for its disclosure. Indicate the amount of any expenses and taxes specifically charged to the subscriber or purchaser]

[nicht anwendbar] [Einzelheiten zur Methode, mittels derer der Angebotskurs festgelegt wird und Verfahren der Offenlegung. Angabe der Kosten und Steuern, die speziell dem Zeichner oder Käufer in Rechnung gestellt werden einfügen]

C.3 Pricing²² Kursfeststellung

Expected price at which the Notes will be offered Preis zu dem die Schuldverschreibungen voraussichtlich angeboten werden

[not applicable] [issue price]
[nicht anwendbar] [Ausgabepreis]

Amount of expenses and taxes charged to the subscriber / purchaser Kosten/Steuern, die dem Zeichner/Käufer in Rechnung gestellt werden

[not applicable] [specify details of the amount of expenses and taxes charged to the subscriber / purchaser]

[nicht anwendbar] [Einzelheiten zu Kosten/Steuern, die dem Zeichner/Käufer in Rechnung gestellt werden einfügen]

Complete with respect to a public offer of Notes with a Specified Denomination of less than EUR 100,000.

Bei öffentlichem Angebot von Schuldverschreibungen mit einer festgelegten Stückelung von weniger als EUR 100.000 auszufüllen.

Complete with respect to a public offer of Notes with a Specified Denomination of less than EUR 100,000.
Bei öffentlichem Angebot von Schuldverschreibungen mit einer festgelegten Stückelung von weniger als EUR 100.000 auszufüllen.

C.4 Placing and underwriting²³ Platzierung und Emission

Name and address of the co-ordinator(s) of the global offer and of single parts of the offer and, to the extent known to the Issuer or the offeror, or the placers in the various countries where the offer takes place. ²⁴

Name und Anschrift des Koordinators/der Koordinatoren des globalen Angebots oder einzelner Teile des Angebots und – sofern dem Emittenten oder dem Bieter bekannt – Angaben zu den Platzeuren in den einzelnen Ländern des Angebots.

[not applicable] [specify details of co-ordinators of the offer]
[nicht anwendbar][Einzelheiten zu Koordinatoren des Angebots einfügen]

Method of distribution Vertriebsmethode		[specify details of Method of dis [Einzelheiten zur Vertriebsmethode					
	Non-syndicated Nicht syndiziert						
	Syndicated Syndiziert						
Date of Datum	f Subscription Agreement ²⁵ des Übernahmevertrags						
	gement Details including form of commitmer Iheiten bezüglich des Bankenkonsortiums ei		ıe				
	gement Group or Dealer (specify name(s) and a nkonsortium oder Platzeur (Name(n) und Adres		[]			
	Firm commitment Feste Zusage		[]			
	No firm commitment / best efforts arrangemen Keine feste Zusage / zu den bestmöglichen Be		[]			
Comm Provis	nissions sionen						
	gement/Underwriting Commission (specifiy) gement- und Übernahmeprovision (angeben)		[]			
	Concession (specify) ufsprovision (angeben)		[]			
	(specifiy) e (angeben)		[]			
	Stabilising Dealer/Manager [insert details of Stabilising dealer/manager/None] Kursstabilisierender Dealer/Manager [Einzelheiten zum kursstabilisierenden Dealer/Manager einfügen/keiner]						
D.	Listing(s) and admission to trading Börsenzulassung(en) und Notierungsaufna	hhme	[Yes/N <i>[Ja/Ne</i>				
	Luxembourg Regulated Market Luxemburg Regulierter Markt						

Nur anwendbar für Schuldverschreibungen mit einer festgelegten Stückelung von weniger als € 100.000.

Complete with respect to a public offer of Notes with a Specified Denomination of less than EUR 100,000. Bei öffentlichem Angebot von Schuldverschreibungen mit einer festgelegten Stückelung von weniger als EUR 100.000 auszufüllen.

Only applicable for Notes with a Specified Denomination of less than € 100,000.

Not required for Notes with a Specified Denomination of at least € 100,000.

Nicht erforderlich bei Schuldverschreibungen mit einer festgelegten Stückelung von mindestens € 100.000.

No Listing Kein Listing **Expected Date of admission** Erwarteter Termin der Zulassung Estimate of the total expenses related to admission to trading²⁶ Geschätzte Gesamtkosten für die Zulassung zum Handel All regulated markets or equivalent markets on which, to the knowledge of the Issuer, notes of the

same class of the notes to be offered or admitted to trading are already admitted to trading. Angabe sämtlicher regulierter oder gleichwertiger Märkte, auf denen nach Kenntnis der Emittentin Schuldverschreibungen der gleichen Wertpapierkategorie, die zum Handel angeboten oder zugelassen werden sollen, bereits zum Handel zugelassen sind.

Regulated Market of the Luxembourg

E. Additional Information Zusätzliche Informationen

Rating²⁸ [not applicable] Rating [nicht anwendbar]

[The [Programme has][Issuer has][Notes to be issued have] been rated:

[Das Programm wurde][Die Emittentin wurde][Die zu begebenden Schuldverschreibungen wurden]

[S&P:[]]

[Moody's: []]

[

1

]

[Fitch: []]

[[Others]: []] [[Andere]: []]

rated

.geratet.

[This credit rating has] [These credit ratings have] been issued by [insert full name of legal entity which has given the rating] which

[Dieses Rating wurde][Diese Ratings wurden] von [vollständigen Namen der juristischen Person, die das Rating abgibt einfügen] abgegeben. [vollständigen Namen der juristischen Person, die das Rating abgibt einfügen]

[is not established in the European Union but a European Union affiliate has applied for registration under Regulation (EC) No 1060/2009 of the European Parliament and of the Council of 16 September 2009, as amended, on credit rating agencies indicating an intention to endorse its ratings, although notification of the corresponding registration decision (including its ability to endorse [insert name of non European entity]'s ratings) has not yet been provided by the relevant competent authority.]

[hat [ihren][seinen] Sitz nicht in der europäischen Union, aber eine europäische Tochtergesellschaft hat die Registrierung gemäß der Verordnung (EG) Nr. 1060/2009 des Europäischen Parlaments und

Only applicable for Notes with a Specified Denomination of less than € 100,000.

Not required for Notes with a Specified Denomination of less than € 100.000.

Nicht erforderlich bei Schuldverschreibungen mit einer festgelegten Stückelung von weniger als € 100.000.

Nur anwendbar für Schuldverschreibungen mit einer festgelegten Stückelung von weniger als € 100.000.

If the Notes are rated on an individual basis, insert. In case of Notes with a denomination per unit of less than € 100,000, include a brief explanation of the meaning of the ratings if this has been previously published by the rating provider. Insert rating of issuer if Notes are not rated on an individual basis.

Wenn ein Einzelrating für die Schuldverschreibungen vorliegt, dieses angeben. Bei Schuldverschreibungen mit einer Mindeststückelung von weniger als € 100.000, kurze Erläuterung der Bedeutung der Ratings einfügen, wenn diese unlängst von der Ratingagentur erstellt wurden. Wenn kein Einzelrating für die Schuldverschreibungen vorliegt, das Rating der Emittentin angeben.

des Rats vom 16. September 2009 über Ratingagenturen, in ihrer jeweils gültigen Fassung, beantragt und die Absicht angezeigt, Ratings abzugeben, obwohl die entsprechende Registrierungsentscheidung (einschließlich der Entscheidung über die Nutzung von Ratings, die von [Name der nicht in der EU ansässigen Ratingagenur angeben] abgegeben wurden) durch die zuständige Aufsichtsbehörde noch nicht zugestellt wurde.]

[is established in the European Union and has applied for registration under Regulation (EC) No 1060/2009 of the European Parliament and of the Council of 16 September 2009, as amended, on credit rating agencies, although notification of the corresponding registration decision has not yet been provided by the relevant competent authority.]

[hat [ihren][seinen] Sitz

[in der Europäischen Union und die Registrierung gemäß der Verordnung (EG) Nr. 1060/2009 des Europäischen Parlaments und des Rats vom 16. September 2009 über Ratingagenturen, in ihrer jeweils gültigen Fassung, beantragt, wenngleich die Registrierungsentscheidung der zuständigen Aufsichtsbehörde noch nicht zugestellt worden ist.]

[[is][is not] established in the European Union and [is][is not] registered [(pursuant to the list of registered and certified credit rating agencies published on the website of the European Securities and Markets Authority (www.esma.europa.eu))] under Regulation (EC) No 1060/2009 of the European Parliament and of the Council of 16 September 2009, as amended, on credit rating agencies.]]

[[nicht] in der Europäischen Union und [ist][ist nicht] [(gemäß der Liste der registrierten und zertifizierten Kreditratingagenturen, veröffentlicht auf der Internetseite der European Securities and Markets Authority (www.esma.europa.eu))] gemäß der Verordnung (EG) Nr. 1060/2009 über Ratingagenturen, in ihrer jeweils gültigen Fassung, registriert.]]]

F. Consent to use the Prospectus Einwilligung zur Nutzung des Prospekts

[Not applicable][Each Dealer and/or each further financial intermediary subsequently reselling or finally placing Notes - if and to the extent this is so expressed below – is entitled to use the Prospectus in the United Kingdom, the Republic of Ireland, the Republic of Austria, the Federal Republic of Germany and The Netherlands for the subsequent resale or final placement of the relevant Notes during the offer period from [•] and until [•], provided however, that the Prospectus is still valid in accordance with Article 11 of the Luxembourg act relating to prospectuses for securities (Loi relative aux prospectus pour valeurs mobilières) which implements Directive 2003/71/EC of the European Parliament and of the Council of 4 November 2003 (as amended by Directive 2010/73/EU of the European Parliament and of the Council of 24 November 2010).] [Specify details]

[Nicht anwendbar][Jeder Finanzintermediär, der Schuldverschreibungen nachfolgend weiter verkauft oder endgültig platziert, ist – wenn und soweit dies unten erklärt wird - berechtigt, den Prospekt für den späteren Weiterverkauf oder die endgültige Platzierung der Schuldverschreibungen im Vereinigten Königreich, in der Republik Irland, der Bundesrepublik Deutschland, der Republik Österreich und den Niederlanden und während der Angebotsfrist vom [•] bis [•] zu verwenden. Ein solcher späterer Weiterverkauf oder eine solche endgültige Platzierung setzt jeweils voraus, dass der Prospekt in Übereinstimmung mit Paragraph 9 des Wertpapierprospektgesetzes, welches die Richtlinie 2003/71/EG des Europäischen Parlaments und des Rates vom 4. November 2003 (geändert durch Richtlinie 2010/73/EU des Europäischen Parlaments und des Rates vom 24. November 2010) umsetzt, noch gültig ist.] [Einzelheiten einfügen]

THIRD PARTY INFORMATION INFORMATIONEN VON SEITEN DRITTER

The Issuer accepts responsibility for the information contained in the Final Terms as set out in the Responsibility Statement on page ii of the Prospectus provided that, with respect to any information included herein and specified to be sourced from a third party (i) the Issuer confirms that any such information has been accurately reproduced and as far as the Issuer is aware and is able to ascertain from information available to it from such third party, no facts have been omitted the omission of which would render the reproduced information inaccurate or misleading and (ii) the Issuer has not independently verified any such information and accepts no responsibility for the accuracy thereof.

Die Emittentin übernimmt die Verantwortung für die in diesen Endgültigen Bedingungen enthaltenen Informationen, wie im Responsibility Statement auf Seite ii des Prospekts bestimmt. Hinsichtlich der hierin enthaltenen und als solche gekennzeichneten Informationen von Seiten Dritter gilt Folgendes: (i) Die Emittentin bestätigt, dass diese Informationen zutreffend wiedergegeben worden sind und – soweit es der Emittentin bekannt ist und sie aus den von diesen Dritten zur Verfügung gestellten Informationen ableiten konnte – wurden keine Fakten unterschlagen, deren Auslassung die reproduzierten Informationen unzutreffend oder irreführend gestalten würden; (ii) die Emittentin hat diese Informationen nicht selbständig überprüft und übernimmt keine Verantwortung für ihre Richtigkeit.

[Volkswagen Aktiengesellschaft

(as Issuer) (als Emittentin)]

[Volkswagen International Finance N.V.

(as Issuer)
(als Emittentin)

[VW Credit, Inc.

(as Issuer) (als *Emittentin*)]

[VW Credit Canada, Inc. / Crédit VW Canada, Inc.

(as Issuer) (als *Emittentin*)]

[Volkswagen International Luxemburg S.A.

(as Issuer) (als *Emittentin*)]

[Porsche Holding Gesellschaft m.b.H.

(as Issuer) (als *Emittentin*)]

DESCRIPTION OF RULES REGARDING RESOLUTIONS OF HOLDERS

The Terms and Conditions pertaining to a certain issue of Notes provide that the Holders may agree to amendments or decide on other matters relating to the Notes by way of resolution to be passed by taking votes without a meeting. Any such resolution duly adopted by resolution of the Holders shall be binding on each Holder of the respective issue of Notes, irrespective of whether such Holder took part in the vote and whether such Holder voted in favour or against such resolution.

In addition to the provisions included in the Terms and Conditions of a particular issue of Notes, the rules regarding resolutions of Holders are substantially set out in a Schedule to the Fiscal Agency Agreement in the German language together with an English translation. If the Notes are for their life represented by Global Notes, the rules pertaining to resolutions of Holders are incorporated by reference into the Terms and Conditions of such Notes in the form of such Schedule to the Fiscal Agency Agreement. Under the German Act on Issues of Debt Securities (*Schuldverschreibungsgesetz* – "**SchVG**"), these rules are largely mandatory, although they permit in limited circumstances supplementary provisions set out in or incorporated into the Terms and Conditions.

The following is a brief summary of some of the statutory rules regarding the taking of votes without meetings and the convening and conduct of meetings of Holders, the passing and publication of resolutions as well as their implementation and challenge before German courts.

Specific Rules regarding Votes without Meeting

The voting shall be conducted by the person presiding over the taking of votes. Such person shall be (i) a notary public appointed by the Issuer, (ii) where a common representative of the Holders (the "Holders' Representative") has been appointed, the Holders' Representative if the vote was solicited by the Holders' Representative, or (iii) a person appointed by the competent court.

The notice soliciting the Holders' votes shall set out the period within which votes may be cast. During such voting period, the Holders may cast their votes to the person presiding over the taking of votes. Such notice shall also set out in detail the conditions to be met for the votes to be valid.

The person presiding over the taking of votes shall ascertain each Holder's entitlement to cast a vote based on evidence provided by such Holder and shall prepare a list of the Holders entitled to vote. If it is established that no quorum exists, the person presiding over the taking of votes may convene a meeting of the Holders. Within one year following the end of the voting period, each Holder participating in the vote may request a copy of the minutes of such vote and any annexes thereto from the Issuer.

Each Holder participating in the vote may object in writing to the result of the vote within two weeks following the publication of the resolutions passed. The objection shall be decided upon by the person presiding over the taking of votes. If he remedies the objection, the person presiding over the taking of votes shall promptly publish the result. If the person presiding over the taking of votes does not remedy the objection, he shall promptly inform the objecting Holder in writing.

The Issuer shall bear the costs of the vote and, if the court has convened a meeting, also the costs of such proceedings.

Rules regarding Holders' Meetings applicable to Votes without Meeting

In addition, the statutory rules applicable to the convening and conduct of Holders' meetings will apply mutatis mutandis to any vote without a meeting. The following summarises some of such rules.

Meetings of Holders may be convened by the Issuer or the Holders' Representative, if any. Meetings of Holders must be convened if one or more Holders holding five per cent. or more of the outstanding Notes so require for specified reasons permitted by statute.

Meetings may be convened not less than 14 days prior to the date of the meeting. Attendance and exercise of voting rights at the meeting may be made subject to prior registration of Holders. The convening notice will provide what proof will be required for attendance and voting at the meeting. The place of the meeting in respect of a German issuer is the place of the issuer's registered office, provided, however, that where the relevant Notes are listed on a stock exchange within the European Union or the European Economic Area, the meeting may be held at the place of such stock exchange.

The convening notice shall be made publicly available together with the agenda of the meeting setting out the proposals for resolution.

Each Holder may be represented by proxy. A quorum exists if Holders' representing by value not less than 50 per cent. of the outstanding Notes. If the quorum is not reached, a second meeting may be called at which no quorum will be required, provided that where a resolution may only be adopted by a qualified majority, a quorum requires the presence of at least 25 per cent. of the aggregate principal amount of outstanding Notes.

All resolutions adopted must be properly published. In the case of Notes represented by one or more Global Notes, resolutions which amend or supplement the Terms and Conditions have to be implemented by supplementing or amending the relevant Global Note(s).

In insolvency proceedings instituted in Germany against an Issuer, a Holders' Representative, if appointed, is obliged and exclusively entitled to assert the Holders' rights under the Notes. Any resolutions passed by the Holders are subject to the provisions of the Insolvency Code (Insolvenzordnung).

If a resolution constitutes a breach of the statute or the Terms and Conditions, Holders may bring an action to set aside such resolution. Such action must be filed with the competent court within one month following the publication of the resolution.

USE OF PROCEEDS

The net proceeds from each issue of Notes will be used for general financing purposes of the Volkswagen Group.

TAXATION

The following is a general discussion of certain German, Dutch, US American, Canadian, Luxembourg, Austrian, French, Italian, Spanish, UK and Irish tax consequences of the acquisition and ownership of Notes. This discussion does not purport to be a comprehensive description of all tax considerations which may be relevant to a decision to purchase Notes. As each Tranche of Notes may be subject to a different tax treatment due to the specific terms of such Tranche of Notes as set out in the respective Final Terms, the following section only provides some very general information on the possible tax treatment. In particular, this discussion does not consider any specific facts or circumstances that may apply to a particular purchaser. This summary is based on the laws of Germany, The Netherlands, the United States of America, Canada, the Grand Duchy of Luxembourg and Austria, France, Italy, Spain, the United Kingdom and Ireland currently in force and as applied on the date of this Prospectus. These laws are subject to change, possibly with retroactive or retrospective effect.

PROSPECTIVE PURCHASERS OF NOTES ARE ADVISED TO CONSULT THEIR OWN TAX ADVISORS AS TO THE TAX CONSEQUENCES OF THE PURCHASE, OWNERSHIP AND DISPOSITION OF NOTES, INCLUDING THE EFFECT OF ANY STATE OR LOCAL TAXES, UNDER THE TAX LAWS OF GERMANY, THE LAWS OF THE NETHERLANDS, THE LAWS OF THE UNITED STATES OF AMERICA, THE LAWS OF CANADA, THE LAWS OF THE GRAND DUCHY OF LUXEMBOURG AND EACH COUNTRY OF WHICH THEY ARE RESIDENTS.

1. Taxation in Germany

Tax Residents

Persons (individuals and corporate entities) who are tax resident in Germany (in particular, persons having a residence, habitual abode, seat or place of management in Germany) are subject to income taxation (income tax or corporate income tax, as the case may be, plus solidarity surcharge thereon plus church tax and/or trade tax, if applicable) on their worldwide income, regardless of its source, including interest from debt of any kind (such as the Notes) and, in general, capital gains.

Taxation if the Notes are held as private assets (Privatvermögen)

In the case of German tax-resident individual investors (*unbeschränkt Steuerpflichtige*) holding the Notes as private assets (*Privatvermögen*), the following applies:

The Notes should qualify as other capital receivables (sonstige Kapitalforderungen) in terms of section 20 para 1 no 7 German Income Tax Act ("ITA" – Einkommensteuergesetz).

Accordingly, payments of interest on the Notes should qualify as taxable savings income (*Einkünfte aus Kapitalvermögen*) pursuant to section 20 para 1 no 7 ITA.

Capital gains / capital losses realised upon sale of the Notes, computed as the difference between the acquisition costs and the sales proceeds reduced by expenses directly and factually related to the sale, should qualify as positive or negative savings income in terms of section 20 para 2 sentence 1 no 7 ITA. Where the Notes are acquired and/or sold in a currency other than Euro, the acquisition costs will be converted into Euro at the time of acquisition, the sales proceeds will be converted into Euro at the time of sale and the difference will then be computed in Euro. If the Notes are assigned, redeemed, repaid or contributed into a corporation by way of a hidden contribution (*verdeckte Einlage in eine Kapitalgesellschaft*) rather than sold, as a rule, such transaction is treated like a sale. Losses from the sale of Notes can only be offset against other savings income and, if there is not sufficient other positive savings income, carried forward in subsequent assessment periods.

Pursuant to a tax decree issued by the Federal Ministry of Finance dated 22 December 2009 as amended on 16 November 2010, and on 9 October 2012, a sale shall be disregarded where the transaction costs exceed the sales proceeds, which means that losses suffered from such "sale" shall not be tax-deductible. Similarly, a bad debt loss (*Forderungsausfall*), i.e. should the relevant Issuer become insolvent, and a waiver of a receivable (*Forderungsverzicht*), to the extent the waiver does not qualify as a hidden contribution, shall not be treated like a sale. Accordingly, losses suffered upon such bad debt loss or waiver shall not be tax-deductible. However, the Issuers take the view that losses suffered for other reasons (e.g. because the Notes are linked to a reference value and such reference value decreases in value) should be tax-deductible, subject to the ring-fencing rules described above and subject to the following paragraph. Investors should note that such view of the

Issuers must not be understood as a guarantee that the tax authorities and/or courts will follow such view.

Further, pursuant to said tax decree, where full risk certificates (*Vollrisikozertifikate*) provide for instalment payments (e.g. Instalment Notes), such instalment payments shall always qualify as taxable savings income (*Einkünfte aus Kapitalvermögen*) in the sense of section 20 para 1 no 7 ITA, unless the terms and conditions of the certificates provide explicit information regarding redemption or partial redemption during the term of the certificates and the contractual parties comply with these terms and conditions. It is further stated in the tax decree that, if, in the case of certificates with instalment payments, there is no final payment at maturity, the expiry of such certificates shall not qualify as a sale-like transaction, which means that any remaining acquisition costs could not be deducted for tax purposes. Similarly, any remaining acquisition costs of certificates with instalment payments shall not be tax-deductible if the certificates do not provide for a final payment or are terminated early without a redemption payment because the respective underlying has left the defined corridor or has broken certain barriers (e.g. in knock-out structures). Although this tax decree only refers to full risk certificates with instalment payments, it cannot be excluded that the tax authorities apply the above principles also to other kinds of full risk instruments such as notes.

If the relevant Issuer exercises the right to substitute the debtor of the Notes, the substitution might, for German tax purposes, be treated as an exchange of the Notes for new notes issued by the new debtor. Such a substitution could result in the recognition of a taxable gain or loss for the respective investors.

With regard to savings earnings (*Kapitalerträge*), e.g. interest or capital gains, German withholding tax (*Kapitalertragsteuer*) will be levied if the Notes are held in a custodial account which the investor maintains with a German branch of a German or non-German credit or financial services institution or with a German securities trading business or a German securities trading bank (a "**German Disbursing Agent**") and such German Disbursing Agent credits or pays out the earnings.

The tax base is, in principle, equal to the taxable gross income as set out in above (i.e. prior to withholding). However, in the case of capital gains, if the custodial account has changed since the time of acquisition of the Notes (e.g. if the Notes are transferred from a non-EU custodial account) and the acquisition costs of the Notes are not proven to the German Disbursing Agent in the form required by law (e.g. if the Notes are transferred from a non-EU custodial account), withholding tax is applied to 30% of the proceeds from the redemption or sale of the Notes. When computing the tax base for withholding tax purposes, the German Disbursing Agent has to deduct any negative savings income (negative Kapitalerträge) or paid accrued interest (Stückzinsen) in the same calendar year or unused negative savings income of previous calendar years.

German withholding tax will be levied at a flat withholding tax rate of 26.375% (including solidarity surcharge) plus, if applicable, church tax.

Individuals who are subject to church tax may apply in writing for this tax to be withheld as a surcharge to the withholding tax. Individuals subject to church tax but declining the application have to include their savings income in their tax return and will then be assessed to church tax. For German credit institutions an electronic information system as regards church withholding tax shall apply in respect of interest received after 31 December 2014, with the effect that church tax will be collected by the German Disbursing Agent by way of withholding unless the investor has filed a blocking notice (*Sperrvermerk*) with the German Federal Central Tax Office (*Bundeszentralamt für Steuern*).

No German withholding tax will be levied if the investor has filed a withholding tax exemption certificate (*Freistellungsauftrag*) with the German Disbursing Agent, but only to the extent the savings income does not exceed the exemption amount shown on the withholding tax exemption certificate. Currently, the maximum exemption amount is € 801 (€ 1,602 in the case of jointly assessed husband and wife). Similarly, no withholding tax will be levied if the relevant investor has submitted a certificate of non-assessment (*Nichtveranlagungs-Bescheinigung*) issued by the relevant local tax office to the German Disbursing Agent.

The Issuers are, as a rule, not obliged to levy German withholding tax in respect of payments on the Notes. If, however, the relevant Issuer is, or is deemed to be, resident in Germany for tax purposes and if, further, the Notes qualify as hybrid instruments (e.g. silent partnership, profit participating notes, jouissance rights (*Genussrechte*)), German withholding tax has to be imposed by the Issuer irrespective of whether or not the Notes are held in a custodial account maintained with a German Disbursing Agent.

The taxation of savings income shall take place mainly by way of levying withholding tax (please see above). If and to the extent German withholding tax has been levied, such withholding tax shall, in principle, become definitive and replace the investor's income taxation. If no withholding tax has been levied other than by virtue of a withholding tax exemption certificate (*Freistellungsauftrag*) and in certain other cases, the investor is nevertheless obliged to file a tax return, and the savings income will then be taxed within the assessment procedure. If the investor is subject to church tax and has not applied in writing for this tax to be withheld as a surcharge to the withholding tax or, after 31 December 2014, has filed a blocking notice (*Sperrvermerk*) with the German Federal Central Tax Office (*Bundeszentralamt für Steuern*), the investor is also obliged to include the savings income in the tax return for church tax purposes.

However, also in the assessment procedure, savings income is principally taxed at a separate tax rate for savings income (*gesonderter Steuertarif für Einkünfte aus Kapitalvermögen*) being identical to the withholding tax rate (26.375% - including solidarity surcharge (*Solidaritätszuschlag*) plus, if applicable, church tax). In certain cases, the investor may apply to be assessed on the basis of its personal tax rate if such rate is lower than the above tax rate. Such application can only be filed consistently for all savings income within the assessment period. In case of jointly assessed husband and wife the application can only be filed for savings income of both spouses.

When computing the savings income, the saver's lump sum amount (*Sparer-Pauschbetrag*) of EUR 801 (EUR 1,602 in the case of jointly assessed husband and wife) will be deducted. The deduction of the actual income related expenses, if any, is excluded.

- Taxation if the Notes are held as business assets (Betriebsvermögen)

In the case of German tax-resident corporations or individual investors (*unbeschränkt Steuerpflichtige*) holding the Notes as business assets (*Betriebsvermögen*), interest payments and capital gains will be subject to corporate income tax at a rate of 15% or income tax at a rate of up to 45%, as the case may be, (in each case plus 5.5% solidarity surcharge thereon). In addition, trade tax may be levied, the rate of which depends on the municipality where the business is located. Further, in the case of individuals, church tax may be levied. Business expenses that are connected with the Notes are deductable. Capital losses may be ring-fenced.

The provisions regarding German withholding tax (*Kapitalertragsteuer*) apply, in principle, as set out above for Notes held as private assets. However, investors holding the Notes as business assets cannot file a withholding tax exemption certificate with the German Disbursing Agent. Instead, no withholding tax will be levied on capital gains from the redemption, sale or assignment of the Notes if, for example, (a) the Notes are held by a corporation or (b) the proceeds from the Notes qualify as income of a domestic business and the investor notifies this to the German Disbursing Agent by use of the officially required form.

Any withholding tax levied is credited as prepayment against the German (corporate) income tax amount. If the tax withheld exceeds the respective (corporate) income tax amount, the difference will be refunded within the tax assessment procedure.

Non-residents

Persons who are not tax resident in Germany are not subject to tax with regard to income from the Notes unless (i) the Notes are held as business assets (*Betriebsvermögen*) of a German permanent establishment (including a permanent representative) which is maintained by the investor or (ii) the income from the Notes qualifies for other reasons as taxable German source income. If a non-resident person is subject to tax with its income from the Notes, in principle, similar rules apply as set out above with regard to German tax resident persons (please see Tax Residents above).

If the income is subject to German tax as set out in the preceding paragraph, German withholding tax will be applied like in the case of a German tax resident person.

Taxation if the Notes qualify as equity or equity-like

If the Notes qualify as equity or equity-like from a German tax perspective, in addition to the rules set out above, income and deemed income may be subject to income taxation, trade tax and, even if interest on the Notes is not paid out by a German Disbursing Agent, to withholding tax.

Further, capital gains achieved by an investor holding the Notes as private assets might be re-qualified as business income and, thus, taxable at the investor's individual income tax rate. Capital gains and dividend income might also be partly tax-exempt according to section 8b German Corporate Income Tax Act (*Körperschaftsteuergesetz*) and section 3 no 40 ITA respectively.

Inheritance and Gift Tax

Inheritance or gift taxes with respect to any Note will, in principle, arise under German law if, in the case of inheritance tax, either the decedent or the beneficiary or, in the case of gift tax, either the donor or the donee is a resident of Germany or if such Note is attributable to a German trade or business for which a permanent establishment is maintained or a permanent representative has been appointed.

The few existing double taxation treaties regarding inheritance and gift tax may lead to different results. Special rules apply to certain German citizens that are living in a foreign country and German expatriates.

Other Taxes

No stamp, issue, registration or similar taxes or duties are payable in Germany in connection with the issuance, delivery or execution of the Notes. Currently, net assets tax (*Vermögensteuer*) is not levied in Germany. It is intended to introduce a financial transaction tax. However, it is unclear if and in what form such tax will be actually introduced.

2. The Netherlands

The following only gives a general overview of the principle Dutch tax consequences of ownership and disposition of the Notes issued by VIF. This summary does not purport to be a comprehensive description of all Dutch tax considerations that may be relevant to a decision to acquire, to hold, and to dispose of Notes. Each Noteholder should consult his or her own advisors with respect to the tax consequences of an investment in the Notes. This discussion of certain Dutch taxes set forth below is included for general information only. Where in this summary the terms "the Netherlands" and "Dutch" are used, these references are restricted to the part of the Kingdom of the Netherlands that is situated in Europe. No conclusions may be drawn from the summary with regard to aspects, which it does not discuss.

VIF has been advised that under Dutch tax legislation, published case law, and other regulations in force and in effect as at the date hereof, without prejudice to any amendments introduced at a later date and implemented with or without retroactive effect:

Withholding Tax

All payments under the Notes can be made free of withholding or deduction of, for or on account of any taxes of whatever nature imposed, levied, withheld or assessed by The Netherlands or any political subdivision or taxing authority thereof or therein.

Taxes on Income and Capital Gains

A company being holder of Notes ("**Noteholder**") will not be subject to any Dutch taxes on income or capital gains in respect of any payment under the Notes or in respect of any gain realised on the disposition or the redemption of the Notes provided that:

- (a) such Noteholder is not a resident nor deemed to be a resident of The Netherlands; and
- (b) such Noteholder does not have and did not have an enterprise or an interest in an enterprise that is, in whole or in part, carried on through a permanent establishment or a permanent representative in The Netherlands to which enterprise or part of an enterprise the Notes are attributable; and
- (c) such Noteholder is not entitled to a share in the profit or is jointly entitled to the equity of an enterprise that has its place of management in The Netherlands and to which enterprise the Notes are attributable, unless such profit share or joint entitlement arises out of the holding of securities; and

(d) such Noteholder does not have a substantial interest, as defined in Dutch tax law, in the share capital of VIF.

An individual being a Noteholder, will not be subject to any Dutch taxes on income or capital gains in respect of any payment under the Notes or in respect of any gain realised on the disposition or the redemption of the Notes provided that the conditions as mentioned under (a), (b) and (d) above are met and also provided that:

- (e) such individual Noteholder has not elected to be taxed as a resident of The Netherlands; and
- (f) such individual Noteholder is not entitled to a share in the profit of an enterprise that has its place of management in The Netherlands and to which enterprise the Notes are attributable, unless such profit share arises out of employment or the holding of securities; and
- (g) such income or gain does not form income derived from employment or deemed employment and does not form "results from other activities performed in The Netherlands" ("resultaat uit overige werkzaamheden") as defined in the Personal Income Tax Act 2001. The aforementioned definition includes but is not limited to the case where such individual Noteholder, alone or together with his or her partner (statutory defined term) or certain other related person, directly or indirectly, has a substantial interest in VIF or any other corporate entity that legally or de facto, directly or indirectly, has the disposition of the proceeds of the Notes. For the purposes of this clause (g), a substantial interest is generally present if such individual alone or together with his spouse or partner or certain other related person, as the case may be, directly or indirectly, owns, or has certain other rights to acquire, shares constituting five per cent. or more of a company's aggregate issued share capital or, if a company has several classes of shares, of the issued share capital of any class of shares or, if a company has issued profit certificates, of profit certificates entitling him to at least five per cent. of the annual profit or to at least five per cent. of the liquidation proceeds.

A Noteholder will not be subject to Dutch taxation on income and capital gains merely by reason of the execution, delivery and/or enforcement of the documents relating to the Programme or the performance by VIF of its obligations under the Notes.

Gift and Inheritance Taxes

No gift, estate or inheritance taxes will arise in The Netherlands in respect of the transfer or deemed transfer of a Note by way of a gift by, or on the death of, a Noteholder who is not a resident or deemed resident of The Netherlands, provided that:

- (i) the transfer is not construed as an inheritance or bequest or as a gift made by or on behalf of a person who, at the time of the gift or death, is or is deemed to be a resident of The Netherlands for the purpose of the relevant provisions, and
- (ii) in the case of a gift of Notes by an individual holder who at the date of the gift was neither resident nor deemed to be resident in The Netherlands, such individual holder does not die within 180 days after the date of the gift, while being resident or deemed to be resident of The Netherlands

In case a gift of Notes only takes place if certain conditions are met, no gift tax will arise if the Noteholder is neither (i) a resident or deemed resident of The Netherlands nor (ii) a resident or deemed resident within 180 days after the date on which the conditions are fulfilled.

For purposes of Dutch gift and inheritance tax, an individual who is of Dutch nationality will be deemed to be a resident of The Netherlands if he has been a resident in The Netherlands at any time during the 10 years preceding the date of the gift or his death. For purposes of Dutch gift tax, an individual will, irrespective of his nationality, be deemed to be resident of The Netherlands if he has been a resident in The Netherlands at any time during the 12 months preceding the date of the gift.

For gift and inheritance tax purposes, a gift by a third party such as a trustee, foundation or similar entity or arrangement, will be construed as a gift by the settlor, and upon the death of the settlor, as a rule, his/her beneficiaries, will be deemed to have inherited directly from the settlor. Subsequently, the beneficiaries will be deemed the settlor, grantor or similar originator of the separated private assets ("afgezonderd particulier vermogen") for purposes of the Dutch gift and inheritance tax in case of subsequent gifts or inheritances.

Other Taxes and Duties

There are no registration taxes, stamp duties, capital taxes, transfer taxes, sales taxes, value added taxes or other taxes, levies, imposts or charges of a similar nature of The Netherlands or any political subdivision or taxing authority thereof or therein, payable on or in connection with the issue, subscription, initial distribution, or the disposition and transfer of the Notes, other than value added tax on the fees payable for services which are not expressly exempt from Dutch value added tax, such as management, administrative and similar activities, safekeeping of the Notes and the handling and verifying of documents.

3. United States of America

Notice Pursuant To Internal Revenue Service Circular 230. The discussion under the heading "United States of America" is not intended or written by the Issuers or its counsel to be used, and cannot be used, by any person for the purpose of avoiding tax penalties that may be imposed under United States tax laws. This discussion is provided to support the promotion or marketing by the Issuers of the Notes. Each taxpayer should seek advice based on the taxpayer's particular circumstances from an independent tax advisor concerning the potential tax consequences of an investment in the Notes.

The following discussion describes the principle U.S. federal income tax consequences of ownership and disposition of the Notes issued by VCI. This discussion applies only to Non-United States holders (as defined below). This discussion does not consider the specific facts and circumstances that may be relevant to a particular Non-United States holder. This discussion is based on the Internal Revenue Code of 1986, as amended to the date hereof (the "Code"), administrative pronouncements, judicial decisions and final, temporary and proposed Treasury Regulations, changes to any of which subsequent to the date of this Prospectus may affect the tax consequences described below (possibly with retroactive effect). Persons considering the purchase of the Notes should consult the applicable Final Terms for any additional discussion regarding U.S. federal income taxation and their tax advisers with regard to the application of the U.S. federal income tax laws to their particular situations as well as any tax consequences arising under the laws of any state, local or foreign taxing jurisdiction.

As used herein, the term "Non-United States holder" means a beneficial owner of a Note that is, for U.S. federal income tax purposes, any person other than:

- a citizen or individual resident of the United States (including certain former citizens and residents of the United States);
- a corporation (or other entity treated as a corporation for U.S. federal income tax purposes) created or organised in or under the laws of the United States or of any political subdivision thereof;
- an estate or trust the income of which is subject to U.S. federal income taxation regardless of its source; or
- a trust, if a United States court can exercise primary supervision of the administration
 of the trust and one or more United States persons can control all substantial
 decisions of the trust, or a trust that has validly elected to continue to be treated as a
 United States person.

If a partnership (including for this purpose any other entity or arrangement, either organised within or without the United States, treated as a partnership for U.S. federal income tax purposes) holds Notes, the U.S. federal income tax treatment of a partner as a beneficial owner of the shares or other ownership interest generally will depend upon the status of the partner and the activities of the partnership. Foreign partnerships also generally are subject to special U.S. tax documentation requirements. Partners of partnerships holding Notes should consult with their tax advisers.

Subject to the discussion below concerning backup withholding and FATCA (defined below), payments of principal and interest (including original issue discount, if any) on the Notes or by any paying agent to any Non-United States Holder will not be subject to United States federal withholding tax, provided that, (i) the Non-United States Holder does not own, actually or constructively, 10 percent or more of the total combined voting power of all classes of VCI's stock entitled to vote, is not a controlled foreign corporation related, directly or indirectly, to VCI through stock ownership and is not a bank that is receiving such payments on an extension of credit pursuant to a loan agreement

entered into in the ordinary course of the trade or business, and (ii) the Non-United States Holder certifies on IRS Form W-8BEN or W-8BEN-E or applicable successor form under penalties of perjury that it is not a U.S. person. Additionally, subject to the discussion below concerning backup withholding and FATCA (defined below), a Non-United States holder of a Note will not be subject to United States federal income tax on gain realised on the sale, exchange or other disposition of such Note, unless the gain is effectively connected with the conduct by the holder of a trade or business in the United States, subject to an applicable income tax treaty providing otherwise.

The exemption with respect to withholding on interest payments will not apply to contingent interest on Notes if the amount of the interest is determined with reference to VCI's or a related party's financial performance or with reference to changes in the value of VCI's or a related party's assets. Unless otherwise provided in the applicable Final Terms, VCI (nor any other Issuer) does not expect to pay this type of interest.

If a Non-United States holder of a Note is engaged in a trade or business in the United States, and if interest (including original issue discount) on the Note is effectively connected with the conduct of this trade or business, the Non-United States holder, although exempt from the withholding tax discussed in the preceding paragraph, will generally be taxed in the same manner as a United States holder, subject to an applicable income tax treaty providing otherwise, except that in the case of a Note issued by VCI, the holder will be required to provide to VCI a properly executed IRS Form W-8ECI or applicable successor form in order to claim an exemption from withholding tax. These Non-United States holders should consult their own tax advisers with respect to other U.S. tax consequences of the ownership and disposition of Notes, including the possible imposition of a 30% branch profits tax (or lower treaty rate). In addition, a Non-United States holder of a Note issued by VCI that is present in the United States for 183 days or more in the taxable year in which such Notes are disposed of may be subject to a 30% withholding tax if certain other requirements are met.

Subject to benefits provided by an applicable estate tax treaty, a Note or coupon held by an individual who is a Non-United States holder may be subject to United States federal estate tax upon the holder's death if, at such time, interest payments on the Note would have been:

- subject to United States federal withholding tax (even if the W-8BEN or applicable successor form certification requirement described above were satisfied); or
- effectively connected with the conduct by the holder of a trade or business in the United States.

Payments of principal and interest on Notes made outside the United States to a Non-United States holder by the issuer or any of its paying agents will not be subject to information reporting and backup withholding.

However, if a custodian, nominee or other agent of the beneficial owner is a U.S. Controlled Person, payments collected by its foreign office may be subject to information reporting and backup withholding unless the custodian, nominee or other agent has in its records documentary evidence (e.g., the form W-8BEN or W-8BEN-E referred to above) that the beneficial owner is not a U.S. Person or is otherwise exempt from information reporting and it has no actual knowledge or reason to know that any of the information or certifications associated with this documentation is incorrect.

Payments on the sale of a Note made to or through a foreign office of a broker will generally not be subject to information reporting or backup withholding. However, if the broker is a U.S. Controlled Person, payments on the sale of the Note made to or through the foreign office of the broker will be subject to information reporting unless the beneficial owner has furnished the broker with documentation (e.g., the form W-8BEN or W-8BEN-E referred to above) upon which the broker can rely to treat the payment as made to a beneficial owner that is not a U.S. Person, and the broker has no actual knowledge or reason to know that any of the information or certifications associated with this documentation is incorrect.

For purposes of this discussion, a "U.S. Controlled Person" means (i) a U.S. Person (as defined in the Code), (ii) a controlled foreign corporation for U.S. federal income tax purposes, (iii) a foreign person 50% or more of whose gross income was effectively connected with the conduct of a United States trade or business for a specified three-year period or (iv) a foreign partnership, if at any time during its tax year, one or more of its partners are U.S. Persons who, in the aggregate, hold more than

50% of the partnership's income or capital interest or if, at any time during its tax year, it is engaged in the conduct of a trade or business in the United States.

Any amounts withheld under the backup withholding rules may be allowed as a credit against the holder's U.S. federal income tax liability, and may entitle the holder to a refund, provided that the required information is furnished to the Internal Revenue Service.

Holders should consult their tax advisors regarding the application of information reporting and backup withholding to their particular situations, the availability of an exemption therefrom and the procedure for obtaining an exemption, if available.

Pursuant to sections 1471-1474 of the Code, (the "FATCA" provisions) and subject to certain exceptions, a withholding tax is imposed at a rate of 30% on "withholdable payments" made after 30 June 2014 in the case of payments of interest) or 31 December 2016 (in the case of payments of principal and gross proceeds of sale) to "foreign financial institutions" (FFIs) and non-financial foreign entities (NFFEs) (whether holding Notes as beneficial owners or as intermediaries) that fail to comply with certain information reporting obligations. For this purpose, withholdable payments include interest on a Note and gross proceeds from the sale of a Note. A FFI is defined broadly to include non-U.S. banks, non-U.S. custodians and certain non-U.S. investment vehicles engaged in investing, reinvesting or trading in securities. A NFFE includes any non-U.S. entity that is not a foreign financial institution that fails to certify that the NFFE either (i) has no "substantial United States owners" within the meaning of section 1473(2) or (ii) fails to provide certain identifying information regarding each substantial United States owner of the NFFE. Holders of the Notes (including intermediaries) may be required to provide any information, tax documentation and waivers that VCI determines are necessary to comply with the rules under FATCA.

Under a "grandfather rule", FATCA withholding will not apply to payments on or with respect to debt obligations outstanding on 1 July 2014. Further, in general no withholding applies to U.S.-source payments prior to 1 July 2014, and no withholding applies to gross proceeds from the sale of debt obligations prior to 1 January 2017. If an amount in respect of U.S. withholding tax were to be deducted or withheld from interest, principal or other payments on the Notes as a result of a holder's (including intermediaries) failure to comply with FATCA (or otherwise), none of VCI, the Guarantor (if any), any paying agent or any other person would pursuant to the conditions of the Notes be required to pay additional amounts as a result of the deduction or withholding of such tax. Each prospective investor should consult its own tax advisor regarding the potential application of FATCA and related tax or information reporting requirements to an investment in the Notes.

Certain countries have entered into, and other countries are expected to enter into, agreements with the U.S. to facilitate the type of information reporting required under FATCA. While the existence of such agreements will not eliminate the risk that notes will be subject to the withholding described above, these agreements are expected to reduce the risk of the withholding for investors in (or indirectly holding notes through financial institutions in) those countries.

The holder understands and acknowledges that the Issuer, Fiscal Agent, Paying Agent or agents thereof may require certification and/or information acceptable to it (i) to permit the Issuer to make payments to it without, or at a reduced rate of, withholding, (ii) to enable the Issuer to qualify for a reduced rate of withholding (or elimination of withholding) in any jurisdiction from or through which the Issuer receives payments on its assets and (iii) to enable the Issuer or its agents to satisfy any tax reporting or other obligations. The holder agrees to provide any such certification and information that is requested by the Issuer, Fiscal Agent, Paying Agent or agents thereof, and to update or replace such certification and information in accordance with its terms or its subsequent amendments. The holder will provide the Issuer, Fiscal Agent, Paying Agent or agents thereof with any correct, complete and accurate information that may be required for the Issuer to achieve compliance with Sections 1471 through 1474 of the Code and any regulations thereunder or official interpretations thereof or agreements thereunder, in each case as necessary so that no tax or other withholding will be imposed under or in respect of those Sections on payments to or for the benefit of the Issuer ("FATCA Compliance"), and will take any other actions necessary for the Issuer to achieve FATCA Compliance and, in the event the holder fails to provide such information or take such actions, (A) the Issuer, Fiscal Agent, Paying Agent or agents thereof is authorized to withhold amounts otherwise distributable to the holder as compensation for any amount withheld from payments to the Issuer as a result of such failure, and (B) to the extent necessary to avoid an adverse effect on the Issuer or any other holder of Notes as a result of such failure, the Issuer will have the right to compel the holder to sell its Notes or, if the holder does not sell its Notes within 10 business days after notice from the Issuer, to sell such Notes at a public or private sale called and conducted in any manner permitted by law, and to remit the net proceeds of such sale (taking into account any taxes, costs, or other expenses incurred by the Issuer in connection with such sale) to the holder as payment in full for such Notes (subject to the indemnity described immediately below). The Issuer may also assign each such Note a separate identification number or numbers in the Issuer's sole discretion.

THE U.S. FEDERAL INCOME TAX DISCUSSION SET FORTH ABOVE IS INCLUDED FOR GENERAL INFORMATION ONLY AND MAY NOT BE APPLICABLE DEPENDING UPON A HOLDER'S PARTICULAR SITUATION. HOLDERS SHOULD CONSULT THEIR OWN TAX ADVISORS WITH RESPECT TO THE TAX CONSEQUENCES TO THEM OF THE OWNERSHIP AND DISPOSITION OF THE NOTES, INCLUDING THE TAX CONSEQUENCES UNDER STATE, LOCAL, FOREIGN AND OTHER TAX LAWS AND THE POSSIBLE EFFECTS OF CHANGES IN FEDERAL OR OTHER TAX LAWS.

4. Canada

The following summary describes the principal Canadian federal income tax considerations under the Income Tax Act (Canada) (the "ITA") and the Income Tax Regulations (the "Regulations") generally applicable to a holder of Notes who acquires Notes issued by VCCI pursuant to the Prospectus, and who, for the purposes of the ITA, at all relevant times, (i) is not resident and is not deemed to be resident in Canada, (ii) deals at arm's length with VCCI and any Canadian resident (or deemed Canadian resident) to whom the holder disposes of the Notes, (iii) is a "specified shareholder" (as defined in subsection 18(5) of the ITA) of VCCI and deals at arm's length with each "specified shareholder" (as defined in subsection 18(5) of the ITA) of VCCI, and (iv) does not use or hold and is not deemed to use or hold Notes in or in the course of carrying on a business in Canada and is not an insurer carrying on an insurance business in Canada and elsewhere (a "Non-resident Holder"). This summary is not applicable in circumstances where interest would be deemed to be paid to a nonresident of Canada (other than the Non-Resident Holder) or deemed to be paid as a dividend to the Non-Resident Holder or a different person pursuant to proposed amendments to the ITA contained in a Notice of Ways and Means Motion that accompanied the federal budget tabled by the Minister of Finance (Canada) on 11 February 2014 (oor such proposals as amended or enacted or successor provisions thereto). Such Non-Resident Holders should consult their own tax advisors.

Canadian federal withholding tax may apply in certain circumstances where interest is "stripped" from an underlying debt obligation through a coupon, talon or other means. Specifically, withholding tax may be imposed where the interest is paid to a non-resident of Canada (whether or not dealing at arm's length with the payer) in respect of a debt or other obligation to pay an amount to a person with whom the payer is not dealing at arm's length. The Canadian federal income tax considerations applicable to any Note in respect of which any entitlement to payment can be "stripped" through a coupon, talon or other means will be described in the Final Terms related thereto.

This summary is based upon the provisions of the ITA and the Regulations in force on the date hereof, proposed amendments to the ITA and the Regulations in a form publicly announced prior to the date hereof by or on behalf of the Minister of Finance (Canada) (included for this purpose in the reference to the ITA and Regulations) and the current administrative practices and policies published in writing by the Canada Revenue Agency. This summary does not take into account or anticipate any other changes in law, whether by legislative, governmental or judicial action or interpretation, nor does it take into account provincial, territorial or foreign income tax legislation. Subsequent developments could have a material effect on the following description.

Canadian federal income tax considerations applicable to Notes may be described more particularly when such Notes are offered (and then only to the extent material) in the Final Terms related thereto. In the event the Canadian federal income tax considerations are described in such Final Terms, the following description will be superseded by the description in the Final Terms to the extent indicated therein.

Interest paid or credited or deemed to be paid or credited by VCCI on a Note (including any amount paid at maturity in excess of the principal amount and interest deemed to be paid on the Note in certain cases involving the assignment or other transfer of a Note to a resident or deemed resident of Canada) to a Non-resident Holder will not be subject to Canadian non-resident withholding tax unless any portion of such interest (other than on a "prescribed obligation" described below) is contingent or dependent on the use of or production from property in Canada or is computed by reference to revenue, profit, cash flow, commodity price or any other similar criterion or by reference to dividends paid or payable to shareholders of any class of shares of the capital stock of a corporation ("Participating Debt Interest"). A "prescribed obligation" is a debt obligation the terms or conditions

of which provide for an adjustment to an amount payable in respect of the obligation for a period during which the obligation was outstanding which adjustment is determined by reference to a change in the purchasing power of money and no amount payable in respect thereof, other than an amount determined by reference to a change in the purchasing power of money, is contingent or dependent upon any of the criteria described in the definition of Participating Debt Interest. If any interest paid or credited or deemed to be paid or credited on a Note, or any portion of the principal amount of a Note in excess of its issue price, is to be calculated by reference to an index, security, commodity, currency or formula, interest on such Note, together with any such portion of such principal, may be subject to Canadian non-resident withholding tax. The Canadian withholding tax implications of such an issuance will be described particularly in the relevant Final Terms if such Notes are offered.

In the event that a Note which is not exempt from Canadian withholding tax according to its terms is redeemed or purchased and cancelled by VCCI from a Non-resident Holder or is otherwise assigned or transferred by a Non-resident Holder to a person resident or deemed to be resident in Canada, for an amount which exceeds, generally, the issue price thereof or in certain cases the price for which such Note was assigned or transferred by a person resident or deemed to be resident in Canada to the Non-resident Holder, the excess may be deemed to be interest and subject to non-resident withholding tax if the Note is not an "excluded obligation" for purposes of the ITA. A Note that was issued for an amount not less than 97% of the principal amount (as defined for the purposes of the ITA) thereof, and the yield from which, expressed in terms of an annual rate (determined in accordance with the ITA) on the amount for which the Note was issued does not exceed 4/3 of the interest stipulated to be payable on the Note, expressed in terms of an annual rate on the outstanding principal amount thereof from time to time, will be an excluded obligation for this purpose.

Generally, there are no other taxes on income (including taxable capital gains) payable in respect of a Note or interest, discount, or premium thereon by a Non-resident Holder.

The foregoing summary is of a general nature only, and is not intended to be, nor should it be considered to be, legal or tax advice to any particular person including any Non-resident Holder. Any prospective investor, including any Non-resident Holders, should therefore consult their own legal and/or tax advisors with respect to their particular circumstances.

5. Grand Duchy of Luxembourg ("Luxembourg")

The following summary is of a general nature only and is included herein solely for information purposes. It is based on the laws presently in force in Luxembourg and is subject to any change that may come into effect after that date, though it is not intended to be, nor should it be construed to be, legal or tax advice. Prospective investors in the Notes should therefore consult their own professional advisers as to the effects of state, local or foreign laws, including Luxembourg tax law, to which they may be subject with respect to the purchase, ownership and disposition of the Notes, and should not apply any information set out below to other areas, including (but not limited to) the legality of transactions involving the Notes.

Please be aware that the residence concept used under the respective headings below applies for Luxembourg income tax assessment purposes only. In addition, any reference to a tax, duty, levy, impost or other charge or withholding of a similar nature refers to Luxembourg tax law and/or concepts only. Also, please note that a reference to Luxembourg income tax encompasses corporate income tax (impôt sur le revenu des collectivités), municipal business tax (impôt commercial communal), a solidarity surcharge (contribution au fonds pour l'emploi) as well as personal income tax (impôt sur le revenu) generally. Investors may further be subject to net wealth tax (impôt sur la fortune) as well as other duties, levies or taxes. Corporate income tax, municipal business tax as well as the solidarity surcharge invariably apply to most corporate taxpayers resident of Luxembourg for tax purposes. Individual taxpayers are generally subject to personal income tax and the solidarity surcharge. Under certain circumstances, where an individual taxpayer acts in the course of the management of a professional or business undertaking, municipal business tax may apply as well.

Withholding tax

Non-Residents

Under current Luxembourg tax laws and subject to the application of the Luxembourg laws dated 21 June 2005 (the "June 2005 Laws") implementing Council Directive 2003/48/EC of 3 June 2003 on taxation of savings income in the form of interest payments (the "EU Savings Directive") and several

related agreements (the "Agreements") concluded between Luxembourg and certain dependent and associated territories of the European Union (i.e. Aruba, British Virgin Islands, Curaçao, Guernsey, Isle of Man, Jersey, Montserrat and Sint Maarten – collectively the "Associated Territories"), there is no withholding tax on interest (paid or accrued) and other payments (e.g. repayment of principal, redemption or exchange of the Notes) made to non-resident Noteholders.

Under the June 2005 Laws, a Luxembourg-based paying agent (within the meaning of the EU Savings Directive) is required since 1 July 2005 to withhold tax on interest and similar income paid by it to (or under certain circumstances, to the benefit of) an individual or a residual entity in the sense of article 4.2. of the EU Savings Directive (i.e. an entity (i) without legal personality, except for a Finnish avoin yhtiö and kommandiittiyhtiö / öppet bolag and kommanditbolag and a Swedish handelsbolag and kommanditbolag, (ii) whose profits are not taxed under the general arrangements for the business taxation and (iii) that is not, or has not opted to be considered as, an undertaking for collective investment in transferable securities ("UCITS") recognised in accordance with Council Directive 2009/65/EC, resident of, or established in another Member State of the European Union (other than Luxembourg) or in any of the Associated Territories, unless the beneficiary of the interest payments elects for the exchange of information procedure or for the tax certificate procedure..

The withholding tax is currently levied at the rate of 35%. Responsibility for the withholding tax will be assumed by the Luxembourg paying agent.

On 18 March 2014, the Luxembourg government has submitted to the Luxembourg Parliament the draft law N°6668 putting an end to the withholding tax system as from 1 January 2015 and implementing the provision of details on payments of interest (or similar income) under the EU Savings Directive for any payment made as from 1 January 2015. This draft law is in line with the announcement of the Luxembourg officials on 10 April 2013.

Residents

The terms "interest", "paying agent" and "residual entity" used hereafter have the same meaning as in the June 2005 Laws.

Under current Luxembourg tax laws and subject to the application of the Luxembourg law dated 23 December 2005 (the "December 2005 Law") there is no withholding tax on interest (paid or accrued) and other payments (e.g. repayment of principal) made by an Issuer (or its paying agent, if any) to Luxembourg resident Noteholders.

According to the December 2005 Law, a 10% withholding tax is levied on payments of interest or similar income made by Luxembourg paying agents to (or for the benefit of) Luxembourg resident individuals Noteholders or to certain foreign residual entities securing the interest for such Luxembourg resident individuals Noteholders. This withholding tax also applies on accrued interest received upon sale, disposal, redemption or repurchase of the Notes. Such withholding tax is in full discharge of income tax if the beneficial owner is an individual acting in the course of the management of his/her private wealth who does not hold the Notes as business assets. Responsibility for the withholding tax will be assumed by the Luxembourg paying agent.

Luxembourg resident individuals beneficial owners of payments of interest or similar income made by a paying agent established outside Luxembourg in a Member State of the European Union or the European Economic Area or in a jurisdiction having concluded an agreement with Luxembourg in connection with the EU Savings Directive may opt to self declare and pay final 10% levy. In such case, the 10% levy is calculated on the same amounts as for the payments made by Luxembourg paying agents. The option for the 10% final levy must cover all interest payments made by paying agents to the beneficial owner during the entire civil year.

Taxation of the holders of Notes

Residence of the holders of Notes

A holder of Notes may not become resident, or deemed to be resident, in Luxembourg by reason only of the holding of the Notes, or the execution, performance, delivery and/or enforcement of the Notes.

Income tax

For the purposes of this paragraph, a disposal may include a sale, an exchange, a contribution, a redemption and any other kind of transfer of the Notes.

Non-Resident Noteholder

A non-resident Noteholder, who has neither a permanent establishment nor a permanent representative in Luxembourg to which or whom the Notes are attributable, is not liable to any Luxembourg income tax on interest received or accrued on the Notes, or on capital gains realised on the disposal of the Notes.

A non-resident Noteholder, who has a permanent establishment or a permanent representative in Luxembourg to which or whom the Notes are attributable, must include any interest accrued or received, as well as any gain realised on the disposal of the Notes, in his taxable income for Luxembourg tax assessment purposes.

Resident Noteholder

Resident individual Noteholder

An individual holder of the Notes acting in the course of the management of his/her private wealth, is subject to Luxembourg income tax in respect of interest received, redemption premiums or issue discounts under the Notes except if (i) withholding tax has been levied on such payments in accordance with the December 2005 Law, or (ii) the individual holder of the Notes has opted for the application of a 10% levy in full discharge of income tax in accordance with the December 2005 Law.

Under Luxembourg domestic tax law, gains realised upon the disposal of the Notes by an individual holder of the Notes, who is a resident of Luxembourg for tax purposes and who acts in the course of the management of his/her private wealth, are not subject to Luxembourg income tax, provided the disposal takes place more than six months after the acquisition of the Notes and the Notes do not constitute Zero Coupon Notes. Gain realised by an individual holder of Zero Coupon Notes who acts in the course of the management of his/her private wealth and who is a resident of Luxembourg for tax purposes must include the difference between the sale, repurchase, exchange or redemption price and the issue price of a Zero Coupon Note in his/her taxable income.

An individual holder of the Notes, who acts in the course of the management of his/her private wealth and who is a resident of Luxembourg for tax purposes, has further to include the portion of the gains realised on the Notes corresponding to accrued but unpaid income in respect of the Notes in his/her taxable income, insofar as the accrued but unpaid interest is indicated separately in the agreement.

Gains realised upon a disposal of the Notes by an individual holder of the Notes acting in the course of the management of a professional or business undertaking and who is resident of Luxembourg for tax purposes are subject to Luxembourg income taxes. Taxable gains are determined as being the difference between the disposal price (including accrued but unpaid interest) and the lower of the cost or book value of the Notes disposed of.

Resident corporate Noteholder

Luxembourg resident corporate Noteholders must include any interest received or accrued, as well as any gain realised on the disposal of the Notes, in their taxable income for Luxembourg income tax assessment purposes. Taxable gains are determined as being the difference between the disposal price (including accrued but unpaid interest) and the lower of the cost or book value of the Notes disposed of.

Resident Noteholder benefiting from a special tax regime

Luxembourg resident Noteholders benefiting from a special tax regime, such as (i) undertakings for collective investment governed by the amended law of 17 December 2010, (ii) specialised investment funds governed by the amended law of 13 February 2007 or (iii) family wealth management companies governed by the amended law of 11 May 2007, are exempt from income tax in Luxembourg. Interest, paid or accrued on the Notes, as well as gains realised thereon, are thus not subject to Luxembourg income taxes in their hands.

Net Wealth Tax

Luxembourg resident Noteholders, as well as non-resident Noteholders who have a permanent establishment, a permanent representative or a fixed place of business in Luxembourg to which or whom the Notes are attributable, are subject to Luxembourg net wealth tax on such Notes, except if the Noteholder is (i) a resident or non-resident individual taxpayer, (ii) an undertaking for collective investment subject to the amended law of 17 December 2010, (iii) a securitisation company governed by the amended law of 22 March 2004 on securitisation, (iv) a company governed by the amended law of 15 June 2004 on venture capital vehicles, (v) a specialised investment fund governed by the amended law of 13 February 2007 or (vi) a family wealth management company governed by the amended law of 11 May 2007.

Other taxes

No estate or inheritance taxes are levied on the transfer of the Notes, upon death of a Noteholder, in cases where the deceased was not a resident of Luxembourg for inheritance tax purposes.

Where a holder of Notes is a resident of Luxembourg for tax purposes at the time of his/her death, the Notes are included in his/her taxable estate for inheritance tax assessment purposes.

Gift tax may be due on a gift or donation of the Notes, if the gift is recorded in a Luxembourg notarial deed or otherwise registered in Luxembourg.

There is no Luxembourg registration tax, stamp duty or any other similar tax or duty payable in Luxembourg by the Noteholders as a consequence of the issuance of the Notes, nor will any of these taxes be payable as a consequence of a subsequent transfer or redemption or repurchase of the Notes. However, a registration duty may be due upon the registration of the Notes in Luxembourg in the case of legal proceedings before Luxembourg courts or in case the Notes must be produced before an official Luxembourg authority, or in the case of a registration of the Notes on a voluntary basis.

There is no Luxembourg value added tax payable by a holder of a Note in respect of payments in consideration for the issue of the Notes or in respect of the payment of interest or principal under the Notes, or the transfer of the Notes.

6. Republic of Austria

This summary of Austrian tax issues is based on the assumption that the Notes are legally and actually publicly offered in the form of securities and do not qualify as equity or units in a non-Austrian investment fund for Austrian tax purposes. The tax consequences may substantially differ if the Notes are not legally and factually publicly offered in the form of securities or if the Notes are qualified as equity instruments or (in particular if issued by a non-Austrian entity) units in a non-Austrian investment fund within the meaning of § 188 of the Austrian Investment Fund Act (Investmentfondsgesetz, InvFG).

Tax Residents

Income from the Notes derived by individuals, whose domicile or habitual abode is in Austria, is subject to Austrian income tax pursuant to the provisions of the Austrian Income Tax Act (*Einkommensteuergesetz; EStG*).

Interest income from the Notes as well as income from realized capital gains (*Einkünfte aus realisierten Wertsteigerungen*) from the Notes are subject to a special income tax rate of 25%. Realized capital gain means any income derived from the sale or redemption of the Notes. The tax base is, in general, the difference between the sale proceeds or the redemption amount, in each case including accrued interest, and the acquisition costs. Expenses which are directly connected with income subject to the special tax rate of 25% are not deductible. For Notes held as private assets, the acquisition costs shall not include incidental acquisition costs. For the calculation of the acquisition costs of Notes held within the same securities account and having the same securities identification number but which are acquired at different points in time, an average price shall apply.

If interest is paid by an Austrian paying agent (auszahlende Stelle; e.g. an Austrian bank or an Austrian branch of foreign bank), such interest income is subject to Austrian withholding tax (Kapitalertragsteuer) at a rate of 25% to be withheld by the paying agent. The income tax for interest income generally constitutes a final taxation (Endbesteuerung) for individuals, irrespective of whether the Notes are held as private assets or as business assets. In case of income from realized capital

gains, withholding tax at a rate of 25% is to be withheld if the Notes are either deposited with an Austrian securities depository or, if the Notes are deposited with a non-Austrian securities depository, if the non-Austrian securities depository is a branch or group company of an Austrian paying agent and if such paying agent processes the payment, pays out or settles the capital gain in cooperation with the non-Austrian securities depository. Payments under the Notes are made by the Issuer to the Fiscal Agent and/or Paying Agent, as specified in the applicable Final Terms, to the Clearing System or to its order for credit to the accounts of the relevant accounts holder of the Clearing System. Therefore, as payments under the Notes are not made directly by the Issuer to the Noteholders the Issuer shall not assume responsibility for withholding tax at source.

In case of realized capital gains, the 25% withholding tax deduction will result in final income taxation only for individuals holding the Notes as private assets provided that the investor has evidenced the factual acquisition costs of the Notes to the securities depository. If interest income or income from realized capital gains are not subject to Austrian withholding tax (e.g. because there is no Austrian securities depository or paying agent), the taxpayer will have to include the interest income or income from realized capital gains derived from the Notes in his personal income tax return which is taxed at a rate of 25%, unless a Swiss or Liechtenstein paying agent has withheld final withholding tax under the respective Swiss or Liechtenstein withholding tax acts implementing the bilateral withholding tax agreements with Switzerland (in force since 1 January 2013) and Liechtenstein (in force since 1 January 2014) which final withholding tax (i.e. 25%) discharges the investor's Austrian income tax liability.

Income from Notes which are not legally or actually publicly offered within the meaning of the Austrian Income Tax Act would not be subject to withholding tax and final taxation but subject to normal progressive personal income tax rates of up to 50%.

Withdrawals (*Entnahmen*) and other transfers of Notes from the securities account will be treated as disposals (sales), unless specified exemptions pursuant to § 27(6)(1)(a) Austrian Income Tax Act will be fulfilled such as the transfer of the Notes to a securities account owned by the same taxpayer (i) with the same Austrian securities depository (bank), (ii) with another Austrian bank if the account holder has instructed the transferring bank to disclose the acquisition costs to the receiving bank or (iii) with a non-Austrian bank, if the account holder has instructed the transferring bank to transmit the pertaining information to the competent tax office or has, in the case of transfers from a foreign account, himself notified the competent Austrian tax office within a month; or like the transfer without consideration to a securities account held by another taxpayer, if the fact that the transfer has been made without consideration has been evidenced to the bank or the bank has been instructed to inform the Austrian tax office thereof or if the taxpayer has himself notified the competent Austrian tax office within a month. Special rules apply if a taxpayer transfers his/her residence outside of Austria or Austria loses for other reasons its taxation right in respect of the Notes to other countries (which gives rise to a deemed capital gain and exit taxation with the option for deferred taxation in the case of a transfer to an EU member state or certain member states of the European Economic Area).

Losses from Notes held as private assets may only be set off with other investment income subject to the special 25% tax rate (excluding, *inter alia*, interest income from bank deposits and other claims against banks) and must not be offset with any other income. Pursuant to § 93(6) EStG, Austrian securities depositories have to apply a mandatory set-off of losses from securities accounts of the same taxpayer at the same securities depository (subject to certain exemptions). A carry-forward of such losses is not permitted.

Taxpayers, whose regular personal income tax is lower than 25% may opt for taxation of the income derived from the Notes at the regular personal income tax rate. Any tax withheld will then be credited against the income tax. Such application for opting into taxation at the regular personal income tax rate must, however, include all income subject to the special 25% tax rate. Expenses in direct economic connection with such income are also not deductible if the option for taxation at the regular personal income tax rate is exercised.

If Notes are held as business assets, acquisition cost may also include incidental acquisition costs. Interest and realized capital gains derived from the Notes are also subject to the special income tax rate of 25% deducted by way of the withholding tax. However, realized capital gains, contrary to interest income, are not subject to final taxation and have to be included in the tax return. Write-downs and losses derived from the sale or redemption of Notes held as business assets must primarily be offset against positive income from realized capital gains of financial instruments of the same business and only half of the remaining loss may be set off or carried forward against any other income.

Non-residents

Income including capital gains derived from the Notes by individuals who do not have a domicile or their habitual abode in Austria ("non-residents") is not taxable in Austria provided that the income is not attributable to an Austrian permanent establishment (for withholding tax under the EU Savings Directive see below). An Austrian paying agent or depository may abstain from levying 25% withholding tax under § 94 (13) EStG.

If any Austrian withholding tax is deducted by the securities depository or paying agent, the tax withheld shall be refunded to the non-resident Noteholder upon his application which has to be filed with the competent Austrian tax authority within five calendar years following the date of the imposition of the withholding tax.

As of 1 January 2015, limited Austrian tax liability will be extended to interest within the meaning of the Austrian EU-Source Tax Act (*EU-Quellensteuergesetz*; EU-QuStG) received by a recipient not covered by EC Council Directive 2003/48/EC ("**EU Savings Directive**"). As a consequence, in particular, non-resident corporations and non-EU-resident individuals may be subject to such limited tax liability. It is a prerequisite that the obligation to levy 25% Austrian withholding tax is triggered. This is especially the case if (i) interest is paid by an Austrian paying agent or (ii) by an Austrian issuer directly to the Noteholders. The above mentioned exemption from the deduction of withholding tax pursuant to § 94 (13) EStG should not apply in these cases. However, interest payable by debtors having neither their domicile nor place of management nor seat in Austria as well as interest on claims entered into a public debt registry are exempt from such limited Austrian tax liability and from withholding tax, even if the interest is paid by an Austrian paying agent.

Where non-residents receive income from the Notes as part of business income taxable in Austria (e.g. permanent establishment), they will, in general, be subject to the same tax treatment as resident investors.

Other taxes

There should be no transfer tax, registration tax or similar tax payable in Austria by Noteholders as a consequence of the acquisition, ownership, disposition or redemption of the Notes. The Austrian inheritance and gift tax (*Erbschafts- und Schenkungssteuer*) was abolished with effect as of August 1, 2008. However, gifts from or to Austrian residents have to be notified to the tax authorities within a three-month notification period. There are certain exemptions from such notification obligation, e.g. for gifts among relatives that do not exceed an aggregate amount of EUR 50,000 per year or gifts among unrelated persons that do not exceed an aggregate amount of EUR 15,000 within five years.

7. Republic of France

The following is a general description of certain French withholding tax considerations relating to the Instruments. It does not purport to be a description of general French tax considerations relating to the Instruments. Prospective investors are advised to consult their own professional advisors to obtain information about the tax consequences of transactions involving the Instruments, including any purchase or disposal of, or other dealings in, the Instruments. Only personal advisors are in a position to adequately take into account special tax aspects of the particular Instruments in question as well as the investor's personal circumstances and any special tax treatment applicable to the investor. This summary is based on French law as in force when drawing up this Base Prospectus. The laws and their interpretation by the tax authorities may change and such changes may have retroactive effect.

Payments of interest and principal by the Issuer (acting out of its head offices or one of its non-French branch) under the Instruments will not be subject to withholding tax in France, in accordance with the applicable French law.

By exception, pursuant to Article 125 A of the French tax code, and subject to certain limited exceptions, interest and other similar revenues received by French tax resident individuals are subject to a 24% withholding tax, which is creditable against their personal income tax liability in respect of the year in which the payment has been made. If the withholding tax paid exceeds the total amount of personal income tax due, the excess will be refunded. Practical steps to be taken for purposes of levying this withholding-tax will depend on the place where the paying agent is located; such steps may need to be taken by the French tax resident individual himself. Social contributions (CSG of 8.2%, the *prélèvement* social of 4.5%, its *contribution additionnelle au prélèvement* social of 0,3%, the *prélèvement de solidarité sur les revenus du patrimoine et produits de placement* of 2% and the

CRDS of 0.5%) are also levied by way of withholding tax at an aggregate rate of 15.5% on interest and other similar revenues paid to French tax resident individuals.

8. Republic of Italy

The following is a summary of certain Italian tax consequences of the purchase, ownership and disposition of the Notes. It is a summary only and does not purport to be a comprehensive description of all the tax considerations which may be relevant to a decision to purchase, own or dispose of the Notes. The following is based on the assumption that the Issuers are not resident in Italy for tax purposes and do not operate in Italy through a permanent establishment. Furthermore, this summary does not discuss the treatment of notes that are held in connection with a permanent establishment or fixed base through which a holder carries on business or a profession in Italy.

On March 2014, the Italian Prime Minister announced to the press that his Cabinet may introduce tax provisions aimed at increasing the base rate of withholding and substitute taxes of income from financial sources (other than government bonds), including the various imposta sostitutiva (as described below), from 20% to 26%.

The summary is based upon the tax laws and practice of Italy as in effect on the date of the Base Prospectus, which are subject to change, potentially with retrospective effect. Prospective purchasers of Notes should consult their tax advisers as to the overall tax consequences of acquiring, holding and disposing of Notes and receiving payments of interest, principal and/or other amounts under the Notes, including in particular the effect of any state, regional or local tax laws.

1. Interest

Legislative Decree No. 239 of 1 April 1996, as a subsequently amended, (the "**Decree N°. 239**") provides for the applicable regime with respect to the tax treatment of interest, premium and other income (including the difference between the redemption amount and the issue price) from notes falling within the category of bonds (*obbligazioni*) or debentures similar to bonds (*titoli similari alle obbligazioni*) issued, inter alia, by non-Italian resident issuers.

(i) Italian Resident Noteholders

Where the Italian resident Noteholder is:

an individual not engaged in an entrepreneurial activity to which the Notes are connected (unless the investor has opted for the application of the *risparmio gestito regime* – please refer to paragraph "2. Capital Gains Tax" below for an analysis of such regime); or

- a non-commercial partnership; or
- a non-commercial private or public institution; or
- an entity exempt from Italian corporate income taxation, then

interest, premium and other income relating to the Notes are subject to a substitute tax (*imposta sostitutiva*), levied at the rate of 20 per cent. In the event that the Noteholders described under (i) and (iii) above are engaged in an entrepreneurial activity to which the Notes are connected, the *imposta sostitutiva* applies as a provisional tax and may be deducted from the taxation on income due.

Where an Italian resident Noteholder is a company or similar commercial entity or a permanent establishment in Italy of a foreign company to which the Notes are effectively connected and such Notes are deposited with an Italian resident intermediary, interest, premium and other proceeds from such Notes will not be subject to *imposta sostitutiva*, but must be included in the relevant Noteholder's income tax return and are therefore subject to general Italian corporate taxation ("IRES") and, in certain circumstances, depending on the "status" of the Noteholder, also to Italian regional tax on productive activities ("IRAP").

Pursuant to Decree N°. 239, *imposta sostitutiva* is applied by banks, SIMs, fiduciary companies, SGRs, stockbrokers and other entities identified by a decree of the Ministry of Finance (each an "**Intermediary**") resident in Italy, or permanent establishment in Italy of a non Italian resident Intermediary, which intervene, in any way, in the collection of interest, premium and other income or in

the transfer of the Notes. For the purpose of the application of the *imposta sostitutiva*, a transfer of Notes includes any assignment or other act, either with or without consideration, which results in a change of the ownership of the relevant Notes or in a change of the Intermediary with which the Notes are deposited.

Where the Notes are not deposited with an Intermediary, the *imposta sostitutiva* is applied and withheld by any Italian financial intermediary paying interest to a Noteholder or, absent that, by the Issuer.

Interest, premium and other proceeds relating to the Notes held by Italian investment funds, *Fondi Lussemburghesi Storici* and SICAVs will not be subject to any substitute tax, but will be included in the annual accrued increase of their net asset value. The net asset value will not be subject to tax with the investment funds, *Fondi Lussemburghesi Storici*, or the SICAVs, but any distribution or any other income received upon redemption or disposal of the units or of the shares by the unitholders or shareholders may be subject to a withholding tax of 20 per cent.

Interest, premium and other income on to the Notes held by Italian real estate investment funds to which the provisions of Law Decree No. 351 of 25 September 2001, converted into law with amendments by Law No. 410 of 23 November 2001, as subsequently amended, apply are subject neither to *imposta sostitutiva*, nor to any other income tax in the hands of the real estate investment fund. The income of the Italian real estate fund is subject to tax, in the hands of the unitholder, depending on status and percentage of participation, or, when earned by the fund, through distribution and/or upon redemption or disposal of the units.

Where an Italian resident Noteholder is a pension fund (subject to the regime provided for by article 17 of the Legislative Decree No. 252 of 5 December 2005) and the Notes are deposited with an Italian resident intermediary, interest, premium and other income relating to the Notes and accrued during the holding period will not be subject to *imposta sostitutiva*, but must be included in the result of the relevant portfolio accrued at the end of the tax period, to be subject to a 11 per cent. substitute tax.

(ii) Non-Italian Resident Noteholders

No imposta sostitutiva is applied on payments to non-Italian resident Noteholders.

2. Capital Gains Tax

A 20 per cent. capital gains tax (*imposta sostitutiva*) is applicable on any capital gain realised on the disposal of the Notes by Noteholders included among the following categories of Italian resident persons: (i) individuals not engaged in an entrepreneurial activity to which the Notes are effectively connected, (ii) non commercial partnerships or de facto partnerships, (iii) private or public institutions not carrying out mainly or exclusively commercial activities, or (iv) investors exempt from IRES.

In respect of the application of *imposta sostitutiva*, taxpayers may opt for one of the three regimes described below:

- (a) Under the Regime *della dichiarazione*, which is the default regime for Italian resident individuals not engaged in an entrepreneurial activity to which the Notes are effectively connected, the *imposta sostitutiva* on capital gains will be chargeable, on a cumulative basis, on all capital gains, net of any off-settable capital losses, realised by the Italian resident individual holding the Notes. In this instance, "capital gains" means any capital gain not connected with an entrepreneurial activity pursuant to all sales or redemptions of the Notes carried out during any given fiscal year. Italian resident individuals holding the Notes not in connection with an entrepreneurial activity must report the overall amount of the capital gains realised in any fiscal year, net of any off-settable capital losses, in the annual tax return and pay the *imposta sostitutiva* on those capital gains together with any balance income tax due for such year. Capital losses in excess of capital gains may be carried forward against capital gains realised in any of the four succeeding fiscal years. Any capital loss realised on or before 31 December 2011 is carried forward to offset any capital gain realized after that date for 62.5% of its amount.
- (b) As an alternative to the tax declaration regime, Italian resident individual holding the Notes not in connection with an entrepreneurial activity may elect to pay the *imposta sostitutiva* separately on any capital gain realised on each sale or redemption of the Notes (*Regime del risparmio amministrato*). Such separate taxation of capital gains is allowed subject to:

- the Notes being deposited with Italian banks, SIMs or certain authorised financial intermediaries; and
- an express election for *Regime del risparmio amministrato* being timely made in writing by the relevant Noteholder.

The depository must account for the *imposta sostitutiva* in respect of any capital gain realised on each sale or redemption of the Notes (as well as in respect of any capital gain realised upon the revocation of its mandate), net of any incurred capital loss. The depository must also pay the relevant amount to the Italian tax authority on behalf of the taxpayer, deducting a corresponding amount from the proceeds to be credited to the Noteholder or using funds provided by the Noteholder for this purpose. Under the *Regime del risparmio amministrato*, where a sale or redemption of the Notes results in a capital loss, such capital loss may be deducted from any capital gain subsequently realised, within the same Notes management, in the same fiscal year or in the following fiscal years up to the fourth. Any capital loss realised on or before 31 December 2011 is carried forward to offset any capital gain realized after that date for 62.5% of its amount. Under the *Regime del risparmio amministrato*, the Noteholder is not required to declare the capital gains in the annual tax return.

(c) In the Regime del risparmio gestito, any capital gain realised by Italian resident individuals holding the Notes not in connection with an entrepreneurial activity who have entrusted the management of their financial assets, including the Notes, to an authorised intermediary, will be included in the computation of the annual increase in value of the managed assets accrued, even if not realised, at year-end, and subject to the *imposta sostitutiva*, to be paid by the managing authorised intermediary. Any depreciation of the managed assets accrued at year-end may be carried forward against increase in value of the managed assets accrued in any of the four succeeding fiscal years. Any depreciation of the managed assets accrued on or before 31 December 2011 is carried forward to offset any increase in value of the managed assets accrued after that date for 62.5% of its amount. The Noteholder is not required to report the capital gains realised in the annual tax return.

Any capital gain deriving from the sale or redemption of the Notes and realised by Italian resident companies (including Italian permanent establishments of foreign entities to which the Notes are connected), similar commercial entity, commercial partnership or Italian resident individuals engaged in an entrepreneurial activity to which the Notes are effectively connected would not be subject to *imposta sostitutiva*, but must be included in the relevant Noteholder's income tax return and therefore subject to IRES and, in certain circumstances, depending on the "status" of the Noteholder, also as part of the net value of the production for IRAP.

Capital gains realised on Notes held by Italian investment funds, Fondi Lussemburghesi Storici and SICAVs will not be subject to imposta sostitutiva, but will be included in the annual accrued increase of their net asset value. The net asset value will not be subject to tax with the investment funds, Fondi Lussemburghesi Storici or the SICAVs, but any distribution or any other income received upon redemption or disposal of the units or of the shares by the unitholders or shareholders may be subject to a withholding tax of 20 per cent.

Capital gains realised on Notes held by Italian investment funds, *Fondi Lussemburghesi Storici* and SICAVs will not be subject to *imposta sostitutiva*, but will be included in the annual accrued increase of their net asset value. The net asset value will not be subject to tax with the investment funds, *Fondi Lussemburghesi Storici* or the SICAVs, but any distribution or any other income received upon redemption or disposal of the units or of the shares by the unitholders or shareholders may be subject to a withholding tax of 20 per cent.

Capital gains on the Notes held by an Italian resident pension fund (subject to the regime provided for by Article 17 of the Italian Legislative Decree N°252 of 5 December 2005) will not be subject to *imposta sostitutiva*, but will be included in the result of the relevant portfolio accrued at the end of the tax period, to be subject to an 11 per cent. substitute tax.

Capital gains realised by non-Italian resident Noteholders are not subject to Italian taxation provided that the Notes are held outside Italy or the capital gain derives from transaction executed in regulated market.

9. Kingdom of Spain

Withholding tax

On the basis that the Issuers are not resident in Spain for tax purposes and do not operate in Spain through a permanent establishment, branch or agency, all payments of principal and interest in respect of the Notes can be made free of any withholding or deduction for or on account of any taxes in Spain.

Under certain conditions, withholding taxes may apply if the Notes are deposited with a Spanish resident entity acting as depositary.

10. United Kingdom

The following is a summary of the United Kingdom withholding taxation treatment at the date hereof in relation to payments of principal and interest in respect of the Notes. It is based on current law and the practice of Her Majesty's Revenue and Customs ("HMRC"), which may be subject to change, sometimes with retrospective effect. The comments do not deal with other United Kingdom tax aspects of acquiring, holding or disposing of Notes. The comments are made on the assumption that the Issuers of the Notes are not resident in the United Kingdom for United Kingdom tax purposes. The comments relate only to the position of persons who are absolute beneficial owners of the Notes. Prospective Noteholders should be aware that the particular terms of issue of any series of Notes as specified in any relevant Final Terms may affect the tax treatment of that and other series of Notes. The following is a general guide for information purposes and should be treated with appropriate caution. It is not intended as tax advice and it does not purport to describe all of the tax considerations that may be relevant to a prospective purchaser. Noteholders who are in any doubt as to their tax position should consult their professional advisers. Noteholders who may be liable to taxation in jurisdictions other than the United Kingdom in respect of their acquisition, holding or disposal of the Notes are particularly advised to consult their professional advisers as to whether they are so liable (and if so under the laws of which jurisdictions), since the following comments relate only to certain United Kingdom taxation aspects of payments in respect of the Notes. In particular, Noteholders should be aware that they may be liable to taxation under the laws of other jurisdictions in relation to payments in respect of the Notes even if such payments may be made without withholding or deduction for or on account of taxation under the laws of the United Kingdom.

A. UK Withholding Tax on Interest Payments by the Issuers

- A.1 Interest on Notes issued for a term of less than one year (and which are not issued under arrangements the effect of which is to render the Notes part of a borrowing with a total term of one year or more) may be paid by the Issuers without withholding or deduction for or on account of United Kingdom income tax.
- A.2 Interest on Notes issued for a term of one year or more (or under arrangements the effect of which is to render the Notes part of a borrowing with a total term of one year or more) may be paid by the Issuers without withholding or deduction for or on account of United Kingdom income tax except in circumstances where such interest has a United Kingdom source. The location of the source of a payment is a complex matter. It is necessary to have regard to case law and HMRC practice. Case law has established that in determining the source of interest, all relevant factors must be taken into account. HMRC has indicated that the most important factors in determining the source of a payment are those which influence where a creditor would sue for payment, and has stated that the place where the Issuer does business, and the place where its assets are located, are the most important factors in this regard; however, HMRC has also indicated that, depending on the circumstances, other relevant factors may include the place where the interest and principal are payable, the method of payment, the governing law of the Notes and the competent jurisdiction for any legal action, the location of any security for the Issuer's obligations under the Notes, and similar factors relating to any guarantee.
- A.3 Interest which has a United Kingdom source ("**UK interest**") may be paid by the Issuer without withholding or deduction for or on account of United Kingdom income tax if the Notes in respect of which the UK interest is paid constitute "quoted Eurobonds". Notes which carry a right to interest will

constitute quoted Eurobonds provided they are and continue to be listed on a recognised stock exchange. Securities will be "listed on a recognised stock exchange" for this purpose if they are admitted to trading on an exchange designated as a recognised stock exchange by an order made by the Commissioners for HMRC and either they are included in the United Kingdom official list (within the meaning of Part 6 of the Financial Services and Markets Act 2000) or they are officially listed, in accordance with provisions corresponding to those generally applicable in European Economic Area states, in a country outside the United Kingdom in which there is a recognised stock exchange.

The Luxembourg Stock Exchange is a recognised stock exchange. The Issuer's understanding of current HMRC practice is that securities which are officially listed and admitted to trading on the Main Market of that Exchange may be regarded as "listed on a recognised stock exchange" for these purposes.

A.4 In all other cases, UK interest on the Notes may fall to be paid under deduction of United Kingdom income tax at the basic rate (currently 20%) subject to such relief as may be available following a direction from HMRC pursuant to the provisions of any applicable double taxation treaty, or to any other exemption which may apply.

B. **Provision of Information**

- B.1 Holders should note that, in certain circumstances, HMRC has power to obtain information (including the name and address of the beneficial owner of the interest) from any person in the United Kingdom who either pays or credits interest to or receives interest for the benefit of a Holder. In certain circumstances, the information so obtained may be passed by HMRC to the tax authorities of certain other jurisdictions.
- B.2 For the above purposes, "interest" should be taken, for practical purposes, as including payments made by a guarantor in respect of interest on Notes.
- B.3 The provisions referred to above may also apply, in certain circumstances, to payments made on redemption of any Notes which constitute "deeply discounted securities" as defined for the purposes of Schedule 23, Finance Act 2011 (although, in this regard, HMRC published guidance for the year 2013/2014 indicates that HMRC will not exercise its power to obtain information in relation to such payments in that year).
- B.4 Information may also be required to be reported in accordance with regulations made pursuant to the EU Savings Directive.

C. Other Rules Relating to United Kingdom Withholding Tax

- C.1 Notes may be issued at an issue price of less than 100 per cent of their principal amount. Any discount element on any such Notes will not generally be subject to any United Kingdom withholding tax pursuant to the provisions mentioned in A above, but may be subject to reporting requirements as outlined in B above.
- C.2 Where Notes are to be, or may fall to be, redeemed at a premium, as opposed to being issued at a discount, then any such element of premium may constitute a payment of interest. Payments of interest are subject to United Kingdom withholding tax and reporting requirements as outlined above.
- C.3 Where interest has been paid under deduction of United Kingdom income tax, Holders who are not resident in the United Kingdom may be able to recover all or part of the tax deducted if there is an appropriate provision in any applicable double taxation treaty.
- C.4 The references to "interest" in above mean "interest" as understood in United Kingdom tax law. The statements above do not take any account of any different definitions of "interest" or principal" which may prevail under any other law or which may be created by the terms and conditions of the Notes or any related documentation. Noteholders should seek their own professional advice as regards the withholding tax treatment of any payment on the Notes which does not constitute "interest" or "principal" as those terms are understood in United Kingdom tax law. Where a payment on a Note does not constitute (or is not treated as) interest for United Kingdom tax purposes, and the payment has a United Kingdom source, it would potentially be subject to United Kingdom withholding tax if, for example, it constitutes (or is treated as) an annual payment or a manufactured payment for United Kingdom tax purposes (which will be determined by, amongst other things, the terms and conditions specified by the Final Terms of the Note). In such a case, the payment may fall to be made under

deduction of United Kingdom tax (the rate of withholding depending on the nature of the payment), subject to such relief as may be available following a direction from HMRC pursuant to the provisions of any applicable double taxation treaty, or to any other exemption which may apply.

C.5 The above description of the United Kingdom withholding tax position assumes that there will be no substitution of an issuer of the Notes or otherwise and does not consider the tax consequences of any such substitution.

11. Republic of Ireland

The following is a summary of Irish withholding tax issues relating to the Notes. The summary is based upon Irish tax laws and the practice of the Irish Revenue Commissioners as in effect on the date of this Prospectus, which are subject to prospective or retroactive change. Prospective investors in the Notes should consult their own advisors as to the Irish consequences of the purchase, beneficial ownership and disposition of the Notes.

Interest withholding tax

Irish interest withholding tax should not apply to interest payments which have their source outside Ireland. On the basis that none of the Issuers are resident in Ireland nor have any presence in Ireland, that no interest payments will be made from Ireland and that no Irish situate assets will be secured, payments on the Notes should not have an Irish source and, thus, no Irish interest withholding tax should arise.

Irish encashment tax

Irish encashment tax may be required to be withheld at the standard rate (currently 20%) from any interest paid in respect of the Notes where such interest is paid or collected by a person in Ireland on behalf of any holder of Notes. Holders of the Notes should therefore note that the appointment of an Irish collection agent or an Irish paying agent could result in the deduction of 20% encashment tax by such agent from interest payments on the Notes. A holder of Notes that is not resident in Ireland for tax purposes may claim an exemption from this withholding tax by submitting an appropriate declaration of non-Irish tax residency to the Irish agent.

12. EU Savings Directive

Under EC Council Directive 2003/48/EC on taxation of savings income in the form of interest payments (the "EU Savings Directive"), each Member State is required to provide to the tax authorities of another Member State details of payments of interest or other similar income paid by a person within its jurisdiction to, or collected by such a person for, an individual resident or certain limited types of entity established in that other Member State. However, for a transitional period, Austria and Luxembourg may instead apply a withholding system in relation to such payments, deducting tax at a rate of meanwhile 35%. The transitional period is to terminate at the end of the first full fiscal year following agreement by certain non-EU countries to the exchange of information relating to such payments. Luxembourg has announced that it will no longer apply the withholding tax system as from 1 January 2015 and will provide details of payments of interest (or similar income) as from this date

A number of non-EU countries, and certain dependent or associated territories of certain Member States, have adopted similar measures (either provision of information or transitional withholding) in relation to payments made by a person within its jurisdiction to, or collected by such a person for, an individual resident or certain limited types of entity established in a Member State. In addition, the Member States have entered into provision of information or transitional withholding arrangements with certain of those dependent or associated territories in relation to payments made by a person in a Member State to, or collected by such a person for, an individual resident or certain limited types of entity established in one of those territories.

The European Council formally adopted a Council Directive amending the EU Savings Directive on 24 March 2014 (the "Amending Directive"). The Amending Directive broadens the scope of the requirements described above. Member States have until 1 January 2016 to adopt the national legislation necessary to comply with the Amending Directive. The changes made under the Amending Directive include extending the scope of the EU Savings Directive to payments made to, or collected for, certain other entities and legal arrangements. They also broaden the definition of "interest payment" to cover income that is equivalent to interest.

Investors who are in any doubt as to their position should consult their professional advisers.

14. Other Taxes

The proposed financial transactions tax ("FTT")

The European Commission has published a proposal for a Directive for a common FTT in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia (the "participating Member States").

The proposed FTT has very broad scope and could, if introduced in its current form, apply to certain dealings in the Notes (including secondary market transactions) in certain circumstances. The issuance and subscription of Notes should, however, be exempt.

Under current proposals the FTT could apply in certain circumstances to persons both within and outside of the participating Member States. Generally, it would apply to certain dealings in the Notes where at least one party is a financial institution, and at least one party is established in a participating Member State. A financial institution may be, or be deemed to be, "established" in a participating Member State in a broad range of circumstances, including (a) by transacting with a person established in a participating Member State or (b) where the financial instrument which is subject to the dealings is issued in a participating Member State.

The FTT proposal remains subject to negotiation between the participating Member States and is the subject of legal challenge. It may, therefore, be altered prior to any implementation, the timing of which remains unclear. Additional EU Member States may decide to participate. Prospective holders of the Notes are advised to seek their own professional advice in relation to the FTT.

GENERAL INFORMATION

1. Clearing Systems

The relevant Final Terms will specify which clearing system or systems (including Clearstream Banking AG, Frankfurt am Main, and/or Clearstream Banking société anonyme, Luxembourg, and/or Euroclear) has/have accepted the relevant Notes for clearance and provide any further appropriate information.

CDS Clearing and Settlement

Where specified in the relevant Final Terms, clearing and settlement of certain issues of Notes denominated in Canadian Dollars will be conducted by CDS. CDS was formed in November 2006 pursuant to the restructuring of The Canadian Depository for Securities Limited ("CDS Ltd."). After the restructuring, CDS Ltd., founded in 1970, remains the holding company for CDS and two other operating subsidiaries and is Canada's national securities clearing and depository services organisation. Functioning as a services utility for the Canadian financial community, CDS provides a variety of computer-automated services for financial institutions and investment dealers active in domestic and international capital markets.

CDS Participants include banks (including the Canadian Subcustodians), investment dealers and trust companies and may include certain of the dealers under the Programme or the Managers. Indirect access to CDS is available to other organisations that clear through or maintain a custodial relationship with a CDS Participant. Transfers of ownership and other interests, including cash distributions, in Notes in CDS may only be processed through CDS Participants and will be completed in accordance with existing CDS rules and procedures. CDS operates in Montreal, Toronto, Calgary and Vancouver to centralise securities clearing functions through a central securities depository.

CDS Clearing and Settlement Global Clearance and Settlement Procedures

Initial settlement for the Notes will be made in immediately available Canadian dollar funds.

Secondary market trading between CDS Participants will be in accordance with market conventions applicable to transactions in book-based Canadian domestic bonds. Secondary market trading between Clearstream, Luxembourg participants and/or Euroclear participants will occur in the ordinary way in accordance with the applicable rules and operating procedures of Clearstream, Luxembourg and Euroclear and will be settled using the procedures applicable to conventional Eurobonds in immediately available funds.

CDS Clearing and Settlement Transfers between CDS and Clearstream, Luxembourg or Euroclear

Links have been established among CDS and Clearstream, Luxembourg and Euroclear to facilitate initial issuance of the Notes and cross-market transfers of the Notes associated with secondary market trading. CDS will be directly linked to Clearstream, Luxembourg and Euroclear through the CDS accounts of their respective Canadian Subcustodians.

Cross-market transfers between persons holding directly or indirectly through CDS Participants, on the one hand, and directly or indirectly through Clearstream, Luxembourg or Euroclear participants, on the other, will be effected in CDS in accordance with CDS rules. However, such cross-market transactions will require delivery of instructions to the relevant clearing system by the counterparty in such system in accordance with its rules and procedures and within its established deadlines. The relevant clearing system will, if the transaction meets its settlement requirements, deliver instructions to CDS directly or through its Canadian Subcustodian to take action to effect final settlement on its behalf by delivering or receiving Notes in CDS, and making or receiving payment in accordance with normal procedures for settlement in CDS. Clearstream, Luxembourg participants and Euroclear participants may not deliver instructions directly to CDS or the Canadian Subcustodians.

Because of time-zone differences, credits of Notes received in Clearstream, Luxembourg or Euroclear as a result of a transaction with a CDS Participant will be made during subsequent securities settlement processing and dated the business day following the CDS settlement date. Such credits or any transactions in such Notes settled during such processing will be reported to the relevant Clearstream, Luxembourg participants or Euroclear participants on such business day. Cash received in Clearstream, Luxembourg or Euroclear as a result of sales of Notes by or through a Clearstream, Luxembourg participant or a Euroclear participant to a CDS Participant will be received with value on

the CDS settlement date but will be available in the relevant Clearstream, Luxembourg or Euroclear cash account only as of the business day following settlement in CDS.

2. Interests of Natural and Legal Persons involved in the Issue/Offer

Certain Dealers and their affiliates may be customers of, borrowers from and creditors of any of the Issuers and its affiliates. In addition, certain Dealers and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services for any of the Issuers and its affiliates in the ordinary course of business.

3. Listing of Notes and admission to trading

Application has been made to list the Notes issued under the Programme on the official list of the Luxembourg Stock Exchange and for admission to trading of the Notes on the regulated market of the Luxembourg Stock Exchange.

However, Notes may be issued pursuant to the Programme which will not be listed on the Luxembourg Stock Exchange or any other stock exchange.

Each Paying Agent shall have available at its specified office a copy of the Amended and Restated Dealer Agreement dated 2 May 2014 (the "Dealer Agreement"), the Amended and Restated Agency Agreement dated 2 May 2014 (the "Agency Agreement") and the Guarantee, and shall make available the inspection of these documents free of charge during normal business hours. Each Final Terms relating to the Notes which shall be quoted on the regulated market of the Luxembourg Stock Exchange may be obtained from the paying agent in Luxembourg.

4. Authorisation

The establishment of the Programme in the aggregate principal amount of DM 1,500,000,000 has been duly authorised by resolutions of (a) the Board of Management of VWAG of 10 May 1993 and the Supervisory Board of VWAG of 2 June 1993, (b) the Management Board of VIF of 8 April 1994, (c) the Board of Directors of CCB of 15 March 1994 and (d) the Board of Directors of Volkswagen Investment Limited of 19 August 1993 and of 30 March 1994.

The increase of the maximum aggregate nominal amount of the Programme to € 1,500,000,000 was duly authorised by resolutions of (a) the Board of Management of VWAG of 12 October 1999 and the Supervisory Board of VWAG of 26 November 1999 (b) the Management Board of VIF of 17 December 1999, (c) the Board of Directors of CCB of 10 December 1999, and (d) the Board of Directors of Volkswagen Investment Limited of 20 December 1999.

The increase of the maximum aggregate nominal amount of the Programme to € 3,000,000,000 was duly authorised by resolutions of (a) the Board of Management of VWAG of 22 August 2000 and the Supervisory Board of VWAG of 15 September 2000, (b) the Management Board of VIF of 20 November 2000, (c) the Board of Directors of CCB on 6 November 2000, and (d) the Board of Directors of Volkswagen Investment Limited of 5 October 2000 and 15 December 2000.

The increase of the maximum aggregate nominal amount of the Programme to € 10,000,000,000,000 was duly authorised by resolutions of (a) the Board of Management of VWAG of 5 November 2001 and the Supervisory Board of VWAG of 23 November 2001, (b) the Management Board of VIF of 26 November 2001, (c) the Board of Directors of CCB on 21 November 2001, and (d) the Board of Directors of Volkswagen Investment Limited of 15 November 2001 and 14 December 2001.

The increase of the maximum aggregate nominal amount of the Programme to € 15,000,000,000 was duly authorised by resolutions of (a) the Board of Management of VWAG of 28 October 2003 and the Supervisory Board of VWAG of 14 November 2003, (b) the Management Board of VIF of 5 December 2003, (c) the Board of Directors of CCB on 5 December 2003, and (d) the Board of Directors of Volkswagen Investment Limited of 14 November 2003 and 12 December 2003.

The increase of the maximum aggregate nominal amount of the Programme to € 20,000,000,000,000 was duly authorised by resolutions of (a) the Board of Management of VWAG of 15 March 2004 and 18 October 2004 and the Supervisory Board of VWAG of 21 April 2004 and 12 November 2004, (b) the Management Board of VIF of 24 November 2004, (c) the Board of Directors of CCB of 25 November 2004, and (d) the Board of Directors of Volkswagen Investment Limited of 10 December 2004.

The participation of VCI in the Programme was duly authorised by resolutions of (a) the Board of Management of VWAG of 2 May 2006 and the Supervisory Board of VWAG of 2 May 2006 and (b) the Board of Directors of VCI of 15 June 2006.

The participation of VCCI in the Programme was duly authorised by resolutions of (a) the Board of Management of VWAG of 2 May 2007 and the Supervisory Board of VWAG of 11 May 2007 and (b) the Board of Directors of VCI of 4 September 2007.

The participation of VIL and Porsche Holding in the Programme was duly authorised by resolutions of (a) the Supervisory Board of VWAG of 22 February 2013, (b) the Supervisory Board (*Aufsichstrat*) of VIL of 17 April 2013 and the Management Board (*Vorstand*) of VIL of 17 April 2013 and (c) the Management Meeting of Porsche Holding of 28 February 2013 and the Supervisory Board of Porsche Holding of 11 February 2013.

The increase of the maximum aggregate nominal amount of the Programme to € 30,000,000,000,000 was duly authorised by resolutions of (a) the Board of Management of VWAG of 28 January 2014 and authorised by the Supervisory Board of VWAG of 21 February 2014, (b) the Management Board of VIF of 27 March 2014 and the Supervisory Board of VIF of 31 March 2014, (c) the Board of Directors of VCI of 24 March 2014,(d) the Board of Directors of VCCI of 28 April 2014, (e) the Supervisory Board (*Aufsichstrat*) of VIL of 8 April 2014 and the Management Board (*Vorstand*) of VIL of 7 April 2014 and (f) the Management Board of Porsche Holding of 28 February 2013 and the Supervisory Board of Porsche Holding of 11 February 2013.

5. Bank Act (Canada)

VCCI is not regulated as a financial institution in Canada and is not a member institution of the Canada Deposit Insurance Corporation. Notes issued by VCCI are not insured by the Canada Deposit Insurance Corporation. Any liability incurred by VCCI in connection with the performance and enforceability of such Notes and any Receipts or Coupons does not constitute a deposit, as such term is defined in the *Bank Act* (Canada).

Interest Act (Canada)

For purposes of the Interest Act (Canada) and disclosure thereunder, wherever any interest to be paid upon Notes issued by VCCI is to be calculated on the basis of a 360-day or 365-day year, the yearly rate of interest to which the rate used in such calculation is equivalent is the rate so used multiplied by one actual number of days in the calendar year in which the same is to be ascertained and divided by 360 or 365, as applicable. The rates of interest under Notes issued by VCCI are nominal rates and not effective rates or yields. The principle of deemed reinvestment of interest does not apply to any interest calculation under Notes issued by VCCI.

6. **Certifications**

The holder understands and acknowledges that the Issuer, Fiscal Agent, Paying Agent or agents thereof may require certification and/or information acceptable to it (i) to permit the Issuer to make payments to it without, or at a reduced rate of, withholding, (ii) to enable the Issuer to qualify for a reduced rate of withholding (or elimination of withholding) in any jurisdiction from or through which the Issuer receives payments on its assets and (iii) to enable the Issuer or its agents to satisfy any tax reporting or other obligations. The holder agrees to provide any such certification and information that is requested by the Issuer, Fiscal Agent, Paying Agent or agents thereof, and to update or replace such certification and information in accordance with its terms or its subsequent amendments. The holder will provide the Issuer, Fiscal Agent, Paying Agent or agents thereof with any correct, complete and accurate information that may be required for the Issuer to achieve compliance with Sections 1471 through 1474 of the Code and any regulations thereunder or official interpretations thereof or agreements thereunder, in each case as necessary so that no tax or other withholding will be imposed under or in respect of those Sections on payments to or for the benefit of the Issuer ("FATCA Compliance"), and will take any other actions necessary for the Issuer to achieve FATCA Compliance and, in the event the holder fails to provide such information or take such actions, (A) the Issuer, Fiscal Agent, Paying Agent or agents thereof is authorized to withhold amounts otherwise distributable to the holder as compensation for any amount withheld from payments to the Issuer as a result of such failure, and (B) to the extent necessary to avoid an adverse effect on the Issuer or any other holder of Notes as a result of such failure, the Issuer will have the right to compel the holder to sell its Notes or, if the holder does not sell its Notes within 10 business days after notice from the Issuer, to sell such Notes at a public or private sale called and conducted in any manner permitted by law, and

to remit the net proceeds of such sale (taking into account any taxes, costs, or other expenses incurred by the Issuer in connection with such sale) to the holder as payment in full for such Notes (subject to the indemnity described immediately below). The Issuer may also assign each such Note a separate identification number or numbers in the Issuer's sole discretion.

SELLING RESTRICTIONS

1. European Economic Area

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a "Relevant Member State"), each Dealer has represented, warranted and agreed, and each further Dealer appointed under the Programme will be required to represent, warrant and agree, that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the "Relevant Implementation Date") it has not made and will not make an offer of Notes which are the subject of the offering contemplated by the Debt Issuance Programme Prospectus as completed by the Final Terms in relation thereto to the public in that Relevant Member State except that it may, with effect from and including the Relevant Implementation Date, make an offer of such Notes to the public in that Relevant Member State:

- (a) Approved prospectus: if the Final Terms in relation to the Notes specify that an offer of those Notes may be made other than pursuant to Article 3(2) of the Prospectus Directive in that Relevant Member State (a "Non-exempt Offer"), following the date of publication of a prospectus in relation to such Notes which has been approved by the competent authority in that Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State, provided that any such prospectus has subsequently been completed by the Final Terms contemplating such Non-exempt Offer, in accordance with the Prospectus Directive, in the period beginning and ending on the dates specified in such prospectus or Final Terms, as applicable and the relevant Issuer has consented in writing to its use for the purpose of that Non-exempt Offer;
- (b) Authorised institutions: at any time to any legal entity which is a qualified investor as defined in the Prospectus Directive;
- (c) Fewer than 100 or 150 offerees, as the case may be: at any time to fewer than 100 or, if the Relevant Member State has implemented the relevant provision of the 2010 PD Amending Directive, 150, natural or legal persons (other than qualified investors as defined in the Prospectus Directive), subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or
- (d) Other exempt offers: at any time in any other circumstances falling within Article 3(2) of the Prospectus Directive

provided that no such offer of Notes referred to in (b) to (d) above shall require the relevant Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision, the expression an "offer of Notes to the public" in relation to any Notes in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State, the expression "Prospectus Directive" means Directive 2003/71/EC (and amendments thereto, including the 2010 PD Amending Directive, to the extent implemented in the Relevant Member State), and includes any relevant implementing measure in the Relevant Member State and the expression "2010 PD Amending Directive" means Directive 2010/73/EU.

2. The Netherlands

Pursuant to The Netherlands Savings Certificates Act (*Wet inzake spaarbewijzen* or the Savings Certificates Act) of 21 May 1985, any transfer or acceptance of Notes which falls within the definition of savings certificates (*spaarbewijzen*) in the Savings Certificates Act is prohibited unless the transfer and acceptance is done through the mediation of either the Issuer or a member of Euronext Amsterdam N.V. The aforesaid prohibition does not apply (i) to a transfer and acceptance by natural persons not acting in the course of their business of profession and (ii) to the issue of Notes qualifying as savings certificates to the first holders thereof. If the Savings Certificates Act applies, certain identification requirements in relation to the issue of, transfer of, or payment on Notes qualifying as savings certificates have to be complied with. The Savings Certificates Act is not applicable to the issue and trading of Notes qualifying as savings certificates, if such Notes are physically issued

outside The Netherlands and are not immediately thereafter distributed within The Netherlands in the course of primary trading.

3. United States of America

The offer and sale of the Notes and the Guarantee have not been and will not be (a) registered under the U.S. Securities Act of 1933, as amended (the "Securities Act") and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in accordance with Regulation S under the Securities Act or pursuant to an exemption from the registration requirements of the Securities Act. Each Dealer has severally agreed, and each further Dealer appointed under the Programme will be required to agree, with the Issuers and the Guarantor (in its capacity as such) that, except as permitted by the Dealer Agreement, that it has only offered and sold the Notes, and it will only offer or sell the Notes of any identifiable Tranche (a) as part of their distribution at any time or (b) otherwise until 40 days after the later of (A) the completion of the distribution of such Tranche by the relevant Dealer and certified to the Issuer, the Guarantor and the Fiscal Agent (or, in the case of a Tranche of Notes sold to or through more than one Dealer, by each of such Dealers with respect to Notes of such Tranche purchased by or through it in which case the relevant Issuer shall notify each such Dealer where all such Dealers have so certified), (B) the closing date of the Tranche of Notes, and (C) such later date as the applicable Issuer may, in its sole discretion, advise such Dealer as is necessary for the issuance of such Tranche of Notes to comply with Regulation S, only in accordance with Rule 903 of Regulation S. Each Dealer has severally represented and agreed, and each further Dealer appointed under the Programme will be required to agree, with the Issuers and the Guarantor (in its capacity as such), that neither it, its affiliates nor any persons acting on its or their behalf have engaged or will engage in any directed selling efforts with respect to the Notes in the United States, and it and they have complied and will comply with the offering restrictions requirement of Regulation S. Each Dealer severally has agreed, and each further Dealer appointed under the Programme will be required to agree, with the Issuers and the Guarantor (in its capacity as such), that, at or prior to confirmation of sale of Notes, it will have sent to each distributor, dealer or person receiving a selling concession, fee or other remuneration that purchases Notes from it during the distribution compliance period a confirmation or notice to substantially the following effect:

"The Notes and Guarantee covered hereby have not been registered under the United States Securities Act of 1933, as amended (the "Securities Act"), and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons (i) as part of their distribution at any time or (ii) otherwise until 40 days after the later of (A) the completion of the distribution of such Tranche of Notes as determined by the relevant Dealer and certified to the Issuer, the Guarantor and the Fiscal Agent, (B) the closing date of the sale of such Tranche of Notes, and (C) such later date as the Issuer may notify as is necessary for the issuance of such Tranche of Notes to comply with Regulation S under the Securities Act, except in either case in accordance with Regulation S under the Securities Act. Terms used above have the meaning given to them by Regulation S."

Terms used in this paragraph have the meanings given to them by Regulation S.

The Notes are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in transactions permitted by U.S. tax regulations. Terms used in this paragraph have the meanings given to them by the United States Internal Revenue Code and regulations thereunder.

Notes, issued by any issuer other than VCI that have an initial maturity of more than one year, will be issued (i) in accordance with the provisions of U.S. Treas. Reg. §1.163-5(c)(2)(i)(C), or substantially identical successor provisions (the "TEFRA C Rules"), or (ii) in accordance with the provisions of U.S. Treas. Reg. § 1.163-5(c)(2)(i)(D), or substantially identical successor provisions (the "TEFRA D Rules"), as specified in the Final Terms.

Where the TEFRA C Rules are specified in the Final Terms as being applicable to any Tranche of Notes, Notes must be issued and delivered outside the United States and its possessions in connection with their original issuance. Each Dealer represents, warrants and undertakes that it, in connection with the original issuance of Notes has not offered sold or delivered and will not offer, sell or deliver, directly or indirectly, Notes within the United States or its possessions in connection with their original issuance. Further, each Dealer represents, warrants and undertakes in connection with the original issuance of Notes, that it has not communicated, and will not communicate, directly or indirectly, with a prospective purchaser if either such Dealer or such purchaser is within the United States or its possessions and will not otherwise involve its U.S. office in the offer or sale of Notes. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code and regulations thereunder, including the TEFRA C Rules.

In addition, in respect of Notes issued in accordance with the TEFRA D Rules or Notes issued by VCI with a maturity of 183 days or less, each Dealer represents, warrants and undertakes that:

- (i) except to the extent permitted under the TEFRA D Rules, (x) it has not offered or sold, and during the restricted period will not offer or sell, Notes to a person who is within the United States or its possessions or to a United States person, and (y) such Dealer has not delivered and will not deliver within the United States or its possessions definitive Notes that are sold during the restricted period;
- (ii) it has, and throughout the restricted period will have, in effect procedures reasonably designed to ensure that its employees or agents who are directly engaged in selling Notes are aware that such Notes may not be offered or sold during the restricted period to a person who is within the United States or its possessions or to a United States person, except as permitted by the TEFRA D Rules;
- (iii) if such Dealer is a United States person, it represents that it is acquiring the Notes for purposes of resale, in connection with their original issuance and if such Dealer retains Notes for its own account, it will only do so in accordance with the requirements of U.S. Treas. Reg. §1.163-5(c)(2)(i)(D)(6); and
- (iv) with respect to each affiliate that acquires from such Dealer Notes for the purposes of offering or selling such Notes during the restricted period, such Dealer either (x) repeats and confirms the representations and agreements contained in sub-clauses (i), (ii) and (iii) above on such affiliate's behalf or (y) agrees that it will obtain from such affiliate for the benefit of the purchaser of the Notes and the Issuer the representations and agreements contained in sub-clauses (i), (ii) and (iii) above.

Terms used in this paragraph (b) have the meanings given to them by the U.S. Internal Revenue Code and regulations thereunder, including the TEFRA D Rules.

(c) In addition, until 40 days after the commencement of the offering of any Tranche of Notes and the Issue Date therefor, an offer or sale of Notes of such Tranche within the United States by any Dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act.

4. Canada

Each Dealer has acknowledged that this Prospectus does not constitute and is not to be construed as a public offering of Notes in any jurisdiction in Canada. No securities commission or similar regulatory authority in Canada has reviewed this Prospectus or has in any way passed upon the merits of Notes offered hereunder. No prospectus has been filed with any such authority in connection with Notes offered hereunder. Accordingly, each of the Dealers has represented and agreed that it: (a) has not, directly or indirectly, offered or sold and will not, directly or indirectly, offer or sell any Notes in any province or territory of Canada or to any person that is resident in any province or territory of Canada for the purposes of securities laws applicable therein (including any corporation or other entity organised under the laws of any jurisdiction in Canada), except pursuant to an available exemption

from the prospectus requirements and registration requirements of, or otherwise in compliance with, the securities laws applicable in any of the provinces or territories of Canada; (b) will not distribute or deliver this Prospectus or any other offering material relating to Notes, in Canada in contravention of the securities laws or regulations of any province or territory; and (c) it will deliver to any purchaser who purchases from it any Notes issued by VCCI a notice stating that, by purchasing such Notes, such purchaser represents and agrees that it has not offered or sold, and until 40 (forty) days after any closing date, will not offer or sell, directly or indirectly, any of such Notes in Canada or to, or for the benefit of, any resident thereof, except pursuant to available exemptions from applicable Canada provincial or territorial securities laws and will deliver to any other purchaser to whom it sells any of such Notes a notice containing substantially the same statement as in this sentence.

In respect of any offers of Notes in Canada, each Dealer on behalf of itself and each of its affiliates that participates in the initial distribution of any Notes, represents, warrants and agrees that:

- the sale and delivery of any Notes to any purchaser who is a resident of Canada or otherwise subject to the laws of Canada or who is purchasing for a principal who is a resident of Canada or otherwise subject to the laws of Canada (each such purchaser and principal a "Canadian Purchaser") by it shall be made so as to be exempt from the prospectus filing requirements and exempt from or in compliance with the dealer registration requirements of all applicable securities laws and regulations, rulings and orders made thereunder and rules, instruments and policy statements issued and adopted by the relevant securities regulator or regulatory authority, including those applicable in each of the provinces and territories of Canada (the "Canadian Securities Laws");
- (b) where required under applicable Canadian Securities Laws, (i) it is appropriately registered under the applicable Canadian Securities Laws in each province or territory to sell and deliver the Notes to each Canadian Purchaser that is a resident of, or otherwise subject to the Canadian Securities Laws of, such province or territory, and to whom it sells or delivers any Notes or (ii) such sale and delivery will be made through an affiliate of it that is so registered and agrees to make such sale and delivery in compliance with the representations, warranties and agreements of the relevant Dealer set out herein;
- (c) it will comply with all relevant Canadian Securities Laws concerning any resale of the Notes and will prepare, execute, deliver and file all documentation required by applicable Canadian Securities Laws to permit each resale by it of Notes to a Canadian Purchaser;
- it will ensure that each Canadian Purchaser purchasing from it (i) has represented to it (d) that such Canadian Purchaser is a resident in, and subject to the Canadian Securities Laws of, a province or territory of Canada, or is a corporation, partnership or other entity, resident and created in or organised under the laws of Canada or any province or territory thereof, (ii) has represented to it that such Canadian Purchaser (A) is an "accredited investor" as defined in section 1.1 of National Instrument 45-106 Prospectus and Registration Exemptions "NI 45-106" and which categories set forth in the relevant definition of "accredited investor" in NI 45-106 correctly and in all respects describe such Canadian Purchaser and, (B), if the Dealer is permitted to rely on the "international dealer exemption" the purchaser is also a "Canadian permitted client" as such term is defined in National Instrument 31-103 - Registration Requirements, Exemptions and Ongoing Registrant Obligations, (iii) has represented to it that such Canadian Purchaser is not a person created or used solely to purchase or hold the Notes as an "accredited investor" as described in paragraph (m) of the definition of "accredited investor" in section 1.1 of NI 45-106 and (iv) consents to disclosure of all required information about the purchase to the relevant Canadian securities regulatory authorities:
- (e) the offer and sale of the Notes was not made through or accompanied by any advertisement of the Notes, including, without limitation, in printed media of general and regular paid circulation, radio, television or telecommunications, including electronic display, or any other form of advertising or as part of a general solicitation in Canada;

- it has not provided and will not provide to any Canadian Purchaser any document or other material that would constitute an offering memorandum (other than the Canadian offering memorandum relevant to the offering and sale of the Notes prepared in connection with the issue of the Notes (the "Canadian Offering Memorandum"));
- (g) it will ensure that each Canadian Purchaser is advised that no securities commission, stock exchange or other similar regulatory authority in Canada has reviewed or in any way passed upon the Canadian Offering Memorandum or the merits of the Notes described therein, nor has any such securities commission, stock exchange or other similar regulatory authority in Canada made any recommendation or endorsement with respect to, the Notes;
- (h) it has not made and it will not make any written or oral representations to any Canadian Purchaser:
 - (i) that any person will resell or repurchase the Notes purchased by such Canadian Purchaser;
 - that the Notes will be freely tradeable by the Canadian Purchaser without any restrictions or hold periods;
 - (iii) that any person will refund the purchase price of the Notes; or
 - (iv) as to the future price or value of the Notes; and
- (i) it will inform each Canadian Purchaser:
 - that the relevant Issuer is not a "reporting issuer" (as such term is defined under applicable Securities Laws) and is not, and may never be, a reporting issuer in any province, or territory of Canada and there currently is no public market in Canada for any of the Notes, and one may never develop;
 - that the Notes will be subject to resale restrictions under applicable Canadian Securities Laws; and
 - (iii) such Canadian Purchaser's name and other specified information will be disclosed to the relevant Canadian securities regulators or regulatory authorities and may become available to the public in accordance with applicable laws.

5. Selling Restrictions Addressing Additional United Kingdom Securities Laws

Each Dealer has represented, warranted and agreed that:

- (a) **No deposit-taking**: in relation to any Notes having a maturity of less than one year:
 - (i) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business; and:
 - (ii) it has not offered or sold and will not offer or sell any Notes other than to persons:
 - (A) whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses; or
 - (B) who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses,

where the issue of the Notes would otherwise constitute a contravention of Section 19 of the FSMA by the relevant Issuer;

(b) **Financial promotion**: it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to

engage in investment activity (within the meaning of section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which section 21(1) of the FSMA does not apply to the relevant Issuer or the Guarantor; and

(c) **General compliance**: it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

6. Luxembourg

In accordance with article 4.2 (j) of the Luxembourg Prospectus Law, any Notes that qualify as securities and money market instruments (both as defined in the Luxembourg Prospectus Law) with a maturity term of less than 12 months may not be offered or sold to the public within the territory of the Grand Duchy of Luxembourg unless:

- (a) a simplified prospectus has been duly approved pursuant to part III of the Luxembourg Prospectus Law; or
- (b) the offer is subject to an exemption or constitutes a transaction not subject to the requirement to publish a simplified prospectus under part III of the Luxembourg Prospectus Law.

7. Japan

The Notes have not been and will not be registered under the Financial Instruments and Exchange Law of Japan (Law No. 25 of 1948, as amended) and, accordingly, each Dealer has undertaken that it will not offer or sell any Notes directly or indirectly, in Japan or to, or for the benefit of, any Japanese Person or to others for re-offering or resale, directly or indirectly, in Japan or to any Japanese Person except under circumstances which will result in compliance with all applicable laws, regulations and guidelines promulgated by the relevant Japanese governmental and regulatory authorities and in effect at the relevant time. For the purposes of this paragraph, "Japanese Person" shall mean any person resident in Japan, including any corporation or other entity organised under the laws of Japan.

8. Peoples' Republic of China

The Dealers and investors who are citizens of China or residents in China ("PRC Investors") have acknowledged that this Prospectus, or the Notes or any material or information contained or incorporated by reference in this Prospectus relating to the Notes, have not been, and will not be submitted to become, approved/verified by or registered with any relevant government authorities under PRC law. Accordingly the Notes may not be offered or sold directly or indirectly in the PRC and this Prospectus may not be supplied to the public in the PRC or used in connection with any offer for subscription or sale of the Notes in the PRC directly or indirectly. The material or information contained or incorporated by reference in this Prospectus relating to the Notes does not constitute an offer to sell or the solicitation of an offer to buy any securities by any person in the PRC. The Notes may only be offered or sold to PRC investors that are authorised to engage in the purchase of Notes of the type being offered or sold.

Each Dealer has represented, warranted and agreed to and with the Issuer that it has not made, and will not make, any offers, promotions, solicitations for sales of or for, as the case may be, any Notes in the PRC, except where permitted by the China Securities Regulatory Commission and other competent authorities or where the activity otherwise is permitted under the PRC law. PRC Investors should note that they themselves are responsible for informing themselves about observing all legal and regulatory restrictions, obtaining all relevant government regulatory approvals/licenses, verifications and/or registrations from all relevant governmental authorities (including but not limited to the China Securities Regulatory Commission and/or the State Administration of Foreign Exchange), and complying with all the applicable PRC regulations, including but not limited to any relevant PRC foreign exchange regulations and/or foreign investment regulations.

9. Hong Kong

Each Dealer has represented and agreed and each further Dealer appointed under the Programme is required to represent and agree that:

- (a) it has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any Notes other than (a) to "professional investors" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong and any rules made under that Ordinance; or (b) in other circumstances which do not result in the document being a "prospectus" as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) of Hong Kong or which do not constitute an offer to the public within the meaning of that Ordinance; and
- (b) it has not issued or had in its possession for the purposes of issue, and will not issue or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Notes, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to Notes which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" as defined in the Securities and Futures Ordinance and any rules made under that Ordinance.

10. General

In addition to the specific restrictions set out above, each Dealer has represented and agreed that it will observe all applicable provisions of securities law in each jurisdiction in or from which it may offer or sell Notes or distribute any offering material.

DOCUMENTS INCORPORATED BY REFERENCE

Documents Incorporated by Reference

The following documents which have been published or which are published simultaneously with this Prospectus and filed with the Commission shall be incorporated in, and to form part of, this Prospectus, as set out under "Cross Reference List of information incorporated by reference" below:

- 1. Interim Report for the period 1 January to 31 March 2014 of VWAG
- 2. Annual Report 2013 of VWAG
- 3. Annual Report 2012 of VWAG
- 4. Financial Statements 2013 of VIF
- 5. Financial Statements 2012 of VIF
- 6. Financial Statements of VCI as of 31 December 2012 and 2013
- 7. Financial Statements of VCCI as of 31 December 2012 and 2013
- 8. Financial Statements 2013 of VIL
- 9. Financial Statements 2012 of VIL
- 10. Financial Statements 2013 of Porsche Holding
- 11. Financial Statements 2012 of Porsche Holding

Cross Reference List of information incorporated by reference

Page Prospectus	of	Section	Pages of document incorporated by reference		
109		VWAG as Issuer and Guarantor – Historical Financial Statements	 Interim Report for the Period January 1 to March 31, 2014 Income Statement of the Volkswagen Group for the period January 1 to March 31, 2014 (p. 25) Statement of Comprehensive Income of the Volkswagen Group for the period January 1 to March 31, 2014 (p. 26) Balance Sheet of the Volkswagen Group as of March 31, 2014 and December 31, 2013 (p. 27) Statement of Changes in Equity of the Volkswagen Group for the period January 1, to March 31, 2014 (p. 28-29) Cash Flow Statement of the Volkswagen Group for the period January 1 to March 31, 2014 (p. 30) Notes to the Consolidated Interim Financial Statements of the Volkswagen Group (p. 31-47) 		

110-111	-	Annua	I Report 2013 of VWAG:
		•	Income Statement of the Volkswagen Group for the period January 1 to December 31, 2013 (p. 169)
		•	Statement of Comprehensive Income of the Volkswagen Group for the Period January 1 to December 31, 2013 (p. 170-171)
		•	Balance Sheet of the Volkswagen Group as of December 31, 2013 (p. 172-173)
		•	Statement of Changes in Equity of Volkswagen Group for the period January 1 to December 31, 2013 (p 174-175)
		•	Cash Flow Statement of the Volkswagen Group for the period January 1 to December 31, 2013 (p. 176)
		•	Notes to the Consolidated Financial Statements of the Volkswagen Group as of December 31, 2013 (p. 177-283)
	_		rs' Report in respect of the consolidated al statements 2013 of VWAG (p. 284-
111-112		_	
	_	Annua	I Report 2012 of VWAG:
	_	Annua •	I Report 2012 of VWAG: Income Statement of the Volkswagen Group for the period 1 January to 31 December 2012 (p. 250)
		• •	Income Statement of the Volkswagen Group for the period 1 January to 31
		• •	Income Statement of the Volkswagen Group for the period 1 January to 31 December 2012 (p. 250) Statement of Comprehensive Income of the Volkswagen Group for the period 1 January to 31 December 2012 (p.
		• •	Income Statement of the Volkswagen Group for the period 1 January to 31 December 2012 (p. 250) Statement of Comprehensive Income of the Volkswagen Group for the period 1 January to 31 December 2012 (p. 251-252) Balance Sheet of the Volkswagen Group as of 31 December 2012
		• •	Income Statement of the Volkswagen Group for the period 1 January to 31 December 2012 (p. 250) Statement of Comprehensive Income of the Volkswagen Group for the period 1 January to 31 December 2012 (p. 251-252) Balance Sheet of the Volkswagen Group as of 31 December 2012 (p. 253) Statement of Changes in Equity of Volkswagen Group for the period January 1 to December 31, 2012
		• • •	Income Statement of the Volkswagen Group for the period 1 January to 31 December 2012 (p. 250) Statement of Comprehensive Income of the Volkswagen Group for the period 1 January to 31 December 2012 (p. 251-252) Balance Sheet of the Volkswagen Group as of 31 December 2012 (p. 253) Statement of Changes in Equity of Volkswagen Group for the period January 1 to December 31, 2012 (p. 254-255) Cash Flow Statement of the Volkswagen Group for the period 1

		financial statements 2012 of VWAG (p. 352-353)			
118	VIF as Issuer - Historical Financial Information	Financial Statements 2013 of VIF:			
	T manda mormation	Balance Sheet as of 31 December 2013 (p. 5-6)			
		• Income Statement for the year 2013 (p. 7)			
		• Cash Flow Statement for the year 2013 (p. 8)			
		 Notes relating to the financial statements for the year ended 31 December 2013 (p. 9-42) 			
		- Auditor's Report 2013 (p. 46-47)			
		- Financial Statements 2012 of VIF:			
		Balance Sheet as of 31 December 2012 (p. 6-7)			
		 Income Statement for the year 2012 (p. 8) 			
		• Cash Flow Statement for the year 2012 (p. 9)			
		 Notes relating to the financial statements for the year ended 31 December 2012 (p. 10-39) 			
		 Auditor's Report 2012 (p. 42-43) 			
121	VCI as Issuer - Historical Financial Information	Consolidated Financial Statements as 31 December 2013 and 2012:			
		Report of Independent Auditors (p. 1)			
		Consolidated Income Statement (p. 2)			
		Consolidated Statement of Comprehensive Income (p. 3)			
		Consolidated Balance Sheet (p. 4)			
		Consolidated Statement of Changes in Equity (p. 5)			
		Consolidated Statements of Cash Flows (p. 6)			
		Notes to the Consolidated Financial Statements (p. 7-48)			

124	VCCI as Issuer - Historical Financial Information	Financial and 2012:	Statements as of 31 December 2013
		•	Report of Independent Auditors (p. 1)
		•	Consolidated Income Statement (p. 2)
		•	Consolidated Statement of Comprehensive Income (p. 3)
		•	Consolidated Balance Sheets (p. 4)
		•	Consolidated Statement of Changes in Equity (p. 5)
		•	Consolidated Statements of Cash Flows (p. 6)
		•	Notes to Financial Statements (p. 7-42)
129	VIL as Issuer - Historical Financial Information	– Finan	cial Statements 2013 of VIL:
	T manda momaton	•	Balance Sheet as at 31 December 2013 (p. 3)
		•	Profit and loss account for the year ended 31 December 2013 (p. 4)
		•	Cash flow statement for the year ended 31 December 2013 (p. 5)
		•	Notes to the annual accounts (p. 6-15)
		•	Auditor's Report 2013 (p. 19-20)
		- Finan	cial Statements 2012 of VIL:
		•	Balance Sheet as of 31 December 2012 (p. 3)
		•	Profit & Loss Statement for the year 2012 (p. 4)
		•	Cash Flow Statement for the year 2012 (p. 5)
		•	Notes relating to the financial statements for the year ended 31 December 2012 (p. 6-16)
		•	Auditor's Report 2012 (p. 19-21)
135	Porsche Holding as Issuer - Historical Financial Information	– Finan Holdii	
		•	Balance Sheet as of 31 December 2013 (p. 3 of Annex 1)
		•	Income Statement for the year 2013 (p. 1 of Annex 1)
		•	Cash Flow Statement for the year 2013

(p. 5 of Annex 1) Notes relating to the financial statements for the year ended 31 December 2013 (p.6 -82 of Annex 1) Auditor's Report 2013 (p. 4-5) Financial Statements 2012 of Porsche Holding: Balance Sheet as of 31 December 2012 (p. 3 of Annex 1) Income Statement for the year 2012 (p. 1 of Annex 1) Cash Flow Statement for the year 2012 (p. 5 of Annex 1) Notes relating to the financial statements for the year ended 31 December 2012 (p. 6-72 of Annex 1) Auditor's Report 2012 (p. 4-5)

Any information not incorporated by reference into this Prospectus but contained in one of the documents mentioned as source documents in the cross reference list above is either not relevant for the investor or covered in another part of this Prospectus.

The source documents from which the information mentioned above has been incorporated by reference into this Prospectus will be published on the website of the Luxembourg Stock Exchange (www.bourse.lu) and may be inspected and are available free of charge at the specified office of the Paying Agent(s) as long as any Notes are listed on the regulated market of the Luxembourg Stock Exchange and the rules of such stock exchange so require.

Availability of Documents

This Prospectus, any supplement thereto, if any, and any documents incorporated by reference into this Prospectus will be published in electronic form on the website of the Luxembourg Stock Exchange under "www.bourse.lu" and will be available, during normal business hours, free of charge at the office of the Issuer.

Copies of the following documents will be available at the office of the Listing Agent during usual business hours for 12 months from the date of this Prospectus:

- the Articles of Association of the Issuers and the Guarantor;
- the annual financial statements of the Issuers and the Guarantor as of and for the years ended 31 December 2013 and 31 December 2012; and
- the interim financial statements of the Guarantor for the period 1 January 2014 to 31 March 2014.

NAMES AND ADDRESSES

Issuers

Volkswagen Aktiengesellschaft

Berliner Ring 2 38440 Wolfsburg Germany

VW Credit Inc.

2200 Ferdinand Porsche Dr. Herndon, Virginia 20171 United States of America

Volkswagen International Luxemburg S.A.

291, route d`Arlon 1150 Luxembourg Luxembourg

Volkswagen International Finance N.V.

Herengracht 495 1017 BT Amsterdam The Netherlands

VW Credit Canada, Inc. / Crédit VW Canada, Inc.

4865 Marc Blain St. Suite 300 St. Laurent, Québec H4R 3B2 Canada

Porsche Holding Gesellschaft m.b.H-

Vogelweiderstraße 75 5020 Salzburg Austria

Guarantor

Volkswagen Aktiengesellschaft

Berliner Ring 2 38440 Wolfsburg Germany

Arranger

Barclays Bank PLC

5 The North Colonade Canary Wharf London E14 4BB United Kingdom

Dealers

Barclays Bank PLC

5 The North Colonade Canary Wharf London E14 4BB United Kingdom

BNP PARIBAS

10 Harewood Avenue London NW1 6AA United Kingdom

Citigroup Global Markets Limited

Citigroup Centre Canada Square Canary Wharf London E14 5LB United Kingdom

Danske Bank A/S

2-12 Holmens Kanal DK-1092 Copenhagen K Denmark

Bayerische Landesbank

Brienner Straße 18 80333 Munich Germany

CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK

9, quai du Président Paul Doumer 92920 Paris la Défense Cedex France

Commerzbank Aktiengesellschaft

Kaiserstraße 16 (Kaiserplatz) 60311 Frankfurt am Main Germany

Deutsche Bank Aktiengesellschaft

Große Gallusstraße 10–14 60272 Frankfurt am Main Germany

Goldman Sachs International

Peterborough Court 133 Fleet Street London EC4A 2BB United Kingdom

HSBC Bank plc

8 Canada Square London E14 5HQ United Kingdom

J. P. Morgan Securities plc

25 Bank Street Canary Wharf London E14 5JP United Kingdom

Landesbank Baden-Württemberg

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Merrill Lynch International

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RBC Europe Limited

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Société Générale

29, boulevard Haussmann 75009 PARIS France

The Royal Bank of Scotland plc

135 Bishopsgate London EC2M 3UR United Kingdom

The Toronto-Dominion Bank

60 Threadneedle Street London EC2R 8AP United Kingdom

UniCredit Bank AG

Arabellastraße 12 81925 Munich Germany

Agents

Fiscal Agent and Paying Agent
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