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May 6, 2020

*This document constitutes four base prospectuses for the purposes of Article 8(1) of Regulation (EU) 2017/1129, as amended ("**Prospectus Regulation**"): (i) the base prospectus of Volkswagen Aktiengesellschaft in respect of non-equity securities within the meaning of Article 2 (c) of the Prospectus Regulation ("**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 Canada Inc./Crédit VW Canada Inc. in respect of Non-Equity Securities and (iv) the base prospectus of Volkswagen Group of America Finance, LLC in respect of Non-Equity Securities (together, the "**Debt Issuance Programme Prospectus**" or the "**Prospectus**").*

VOLKSWAGEN

Volkswagen Aktiengesellschaft
Wolfsburg, Germany

as Issuer and as Guarantor for Notes issued by

Volkswagen International Finance N.V.
Amsterdam, The Netherlands

VW Credit Canada, Inc. / Crédit VW Canada, Inc.
St.-Laurent, Québec, Canada

Volkswagen Group of America Finance, LLC
Herndon, Virginia, USA
(formed in Delaware)

€ 30,000,000,000
Debt Issuance Programme

Arranger

Barclays

Dealers

Barclays	**BNP PARIBAS**	**BofA Securities**
Crédit Agricole CIB	**Citigroup**	**Commerzbank**
Deutsche Bank	**Goldman Sachs Bank Europe SE**	**HSBC**
ING	**J.P. Morgan**	**Mizuho Securities**
NatWest Markets	**RBC Capital Markets**	**Société Générale Corporate & Investment Banking**
TD Securities		**UniCredit Bank**

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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 Prospectus Regulation.

Application has been made to the Luxembourg Stock Exchange to list notes to be issued under the programme (the "**Programme**") (the "**Notes**") on the official list of the Luxembourg Stock Exchange and to admit Notes to trading on the regulated market of the Luxembourg Stock Exchange, which is a regulated market for the purposes of Directive 2014/65/EU of the European Parliament and of the Council of May 15, 2014 on markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU, as amended ("**MiFID II**"). Notes issued under the Programme may also be listed on further or other stock exchanges or may not be listed at all.

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 will be issued in bearer form and are subject to certain 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**") and the Internal Revenue Code of 1986, as amended (the "**Code**") and the rules and regulations thereunder. Subject to certain limited exceptions, the Notes are being offered and sold only to non-U.S. persons in reliance on Regulation S and may not be legally or beneficially owned at any time by any U.S. person. 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 "*Subscription and Sale - 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.volkswagenag.com).

RESPONSIBILITY STATEMENT

Volkswagen Aktiengesellschaft ("**Volkswagen AG**", "**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 Canada, Inc. / Crédit VW Canada, Inc. ("**VCCI**") with its registered office in St.-Laurent, Québec, Canada and Volkswagen Group of America Finance, LLC ("**VWGoAF**") with its registered office in Delaware, USA and with its principal place of business in Herndon, Virginia, USA (each an "**Issuer**" and together the "**Issuers**") accept responsibility for the information given in this Prospectus. References to "**Volkswagen**" or the "**Volkswagen Group**" are to VWAG together with its consolidated subsidiaries, including VIF, VCCI and VWGoAF.

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 this Prospectus and the relevant final terms (the "**Final Terms**").

The Issuers have confirmed to Barclays Bank Ireland PLC (the "**Arranger**") and to the Dealers (as defined herein) that this Prospectus contains all information with regard to the Issuers, the Guarantor, the Notes and the Guarantee which is material in the context of the Programme and the issue and offering of Notes thereunder; that the information contained in this 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 Issuers, the Guarantor, the Notes or the Guarantee, 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 until its expiration on May 6, 2021 and this Prospectus and any supplement hereto as well as any Final Terms reflect the status as of their respective dates of issue. There is no obligation to supplement this Prospectus in the event of significant new factors, material mistakes or material inaccuracies when this Prospectus is no longer valid. 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 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 Commission has only approved this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such an approval should not be considered as an endorsement of the Guarantor, any of the Issuers or the quality of any Notes that are the subject of this Prospectus. Neither does the Commission give any undertaking as to the economic and financial soundness of the operation or the quality or solvency of the Guarantor or any of the Issuers pursuant to Article 6(4) of the Luxembourg law of July 16, 2019 on prospectuses for securities (*Loi du 16 juillet 2019 relative aux prospectus pour valeurs*

mobilières) by approving this Prospectus. Prospective investors should make their own assessment as to the suitability of investing in the Notes.

Any websites included in this Prospectus, except for the websites specified in the context of the documents incorporated by reference, are for information purposes only and do not form part of this Prospectus and have not been scrutinized or approved by the Commission.

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 United States of America, Canada, the United Kingdom ("**UK**"), Japan, People's Republic of China, Hong Kong, Singapore and Switzerland, 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 this 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.

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, stabilisation may not necessarily occur. 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 cease 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.

This Prospectus does not constitute an offer to sell or a solicitation of an offer to buy any securities other than the Notes offered hereby and does not constitute an offer to sell or a solicitation of an offer to buy any Notes offered hereby to any person in any jurisdiction in which it is unlawful to make any such offer or solicitation to such person.

FORWARD LOOKING STATEMENTS

This Prospectus contains certain forward-looking statements, in particular statements using the words "believes", "anticipates", "intends", "expects" or other similar terms. This applies in particular to statements under the captions "Volkswagen AG as Issuer and Guarantor", "Volkswagen International Finance N.V. as Issuer", "Volkswagen Group of American Finance, LLC as Issuer" and "VW Credit Canada, Inc. / Crédit VW Canada, Inc. as Issuer" and statements elsewhere in this Prospectus relating to, among other things, the future financial performance, potential synergies to be realized in connection with potential acquisitions, plans and expectations regarding developments in the business of the Issuer, the Guarantor and the Volkswagen Group. These forward-looking statements are subject to a number of risks, uncertainties, assumptions and other factors that may cause the actual results, including the financial position and profitability of the Issuer and the Guarantor, to be materially different from or worse than those expressed or implied by these forward-looking statements. Neither the Issuer nor the Guarantor assume any obligation to update such forward-looking statements and to adapt them to future events or developments.

PRESENTATION OF FINANCIAL DATA

The audited consolidated financial statements of Volkswagen AG as of and for the years ended December 31, 2019 and December 31, 2018 (respectively, the "**2019 Annual Financial Statements**" and the "**2018 Annual Financial Statements**", together, the "**Annual Financial Statements**") were prepared in accordance with International Financial Reporting Standards, as adopted by the European Union ("**IFRS**"). The unaudited condensed consolidated interim financial statements of Volkswagen AG as of and for the three-month period ended March 31, 2020 (the "**Interim Financial Statements**" and, together with the Annual Financial Statements, the "**VWAG Financial Statements**") were prepared on the basis of International Financial Reporting Standards applicable to interim financial reporting as adopted by the European Union.

The audited financial statements of the VIF as of and for the years ended December 31, 2019 and December 31, 2018 (respectively, "**Financial Statements 2019 of VIF**" and the "**Financial Statements 2018 of VIF**", together the "**VIF Financial Statements**") have been prepared by the VIF's management in accordance with "Dutch GAAP", which term is used to indicate the whole body of authoritative Dutch accounting literature including the Dutch Civil Code and the Framework and the Guidelines on Annual Reporting from the Dutch Accounting Standards Board (collectively referred to as "**Dutch GAAP**").

The audited consolidated financial statements of VCCI as of and for the years ended December 31, 2019 and December 31, 2018 (the "**VCCI Financial Statements**") were prepared in accordance with International Financial Reporting Standards, as adopted by the International Accounting Standards Board.

The audited financial statements of VWGoAF for the financial year ended December 31, 2019 and 2018 (the "**VWGoAF Financial Statements**" and together with the VWAG Financial Statements, the VIF Financial Statements and the VCCI Financial Statements, the "**Financial Statements**") were prepared according to IFRS, as adopted by the European Union.

Unless otherwise specified, the financial information analysis included or incorporated by reference in this Prospectus is based on the Financial Statements. Where financial information in this Prospectus is labeled "audited", it has been taken from the Financial Statements. The label "unaudited" is used to indicate that financial information has not been taken from the Financial Statements but has been derived from the respective Financial Statements or from VWAG's or the Issuers' accounting records or from management reporting and has not been audited. As a result, not all figures may be comparable.

The financial information and related discussion and analysis included or incorporated by reference in this Prospectus are presented in euro except as otherwise specified.

Gross margin, operating result, R&D ratio, capex as a percentage of sales revenue, capex, net cash flow and net liquidity in the Automotive Division and operating return on sales are not recognized measures under IFRS ("**Non-GAAP measures**") and should, for this reason, not be considered as an alternative to the applicable IFRS measures. These Non-GAAP measures may not be comparable to similarly titled measures as presented by other companies due to differences in the way of calculation.

CURRENCIES

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 May 3, 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.

ROUNDING

Certain figures included in this Prospectus have been subject to rounding adjustments; accordingly, figures shown for the same category presented in different tables may vary slightly and figures shown as totals in certain tables may not be an arithmetic aggregation of the figures that precede them.

MiFID II PRODUCT GOVERNANCE

The Final Terms in respect of any Notes may include a legend entitled "*MiFID II Product Governance*" which will outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the target market assessment; however, a distributor subject to MiFID II is responsible for

undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the MiFID Product Governance rules under EU Delegated Directive 2017/593 (the "**MiFID Product Governance Rules**"), any Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise neither the Arranger nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the MiFID Product Governance Rules. Furthermore, neither the Issuers, nor the Guarantor are manufacturers or distributors for the purposes of MiFID II.

BENCHMARK REGULATION

The Final Terms in respect of any Notes offered on the basis of this Prospectus may specify that the interest amounts payable under the relevant Notes may be calculated by reference to the Euro Interbank Offered Rate ("**EURIBOR**"), which is currently provided by European Money Markets Institute ("**EMMI**"), London Interbank Offered Rate ("**LIBOR**"), which is currently provided by ICE Benchmark Administration Limited ("**IBA**"), the Canadian Dollar Offered Rate ("**CDOR**"), which is currently provided by Refinitiv Benchmark Services (UK) Ltd ("**RBSL**") or another benchmark. Where interest amounts payable under the relevant Notes may be calculated by reference to another benchmark, the Final Terms in respect of such Notes will specify further information on the administrator and the status of its registration pursuant to Regulation (EU) 2016/1011 (the "**Benchmark Regulation**").

As at the date of this Prospectus, EMMI, IBA and RBSL appear on the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority ("**ESMA**") pursuant to Article 36 of the Benchmarks Regulation.

SINGAPORE SECURITIES AND FUTURES ACT PRODUCT CLASSIFICATION

The Final Terms in respect of any Notes may include a legend entitled "Singapore Securities and Futures Act Product Classification" which will state the product classification of the Notes pursuant to section 309B(1) of the Securities and Futures Act (Chapter 289 of Singapore) (the "**SFA**").

The Issuer will make a determination in relation to each issue about the classification of the Notes being offered for purposes of section 309B(1)(a). Any such legend included on the relevant Pricing Supplement will constitute notice to "relevant persons" for purposes of section 309B(1)(c) of the SFA.

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GENERAL DESCRIPTION OF THE PROGRAMME

This Overview constitutes a general description of the Programme for the purposes of Article 25(1) of Commission Delegated Regulation (EU) No 2019/980.

General

Under this € 30,000,000,000 Debt Issuance Programme, VWAG, VIF, VCCI and VWGoAF may from time to time issue notes (the "**Notes**") to one or more of the following Dealers: Barclays Bank Ireland PLC, BNP PARIBAS, Crédit Agricole Corporate and Investment Bank, Citigroup Global Markets Limited, Commerzbank Aktiengesellschaft, Deutsche Bank Aktiengesellschaft, Goldman Sachs Bank Europe SE, HSBC Bank plc, ING Bank N.V., J.P. Morgan Securities plc, Merrill Lynch International, Mizuho Securities Europe GmbH, NatWest Markets N.V., RBC Europe Limited, Société Générale, 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 (as defined below) from time to time.

Notes issued by VIF, VCCI and VWGoAF 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. There are no restrictions on the free transferability of the Notes.

The Notes may be issued on a continuing basis to one or more of the Dealers. Notes may be distributed by way of bookbuilding 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, € 100,000 and, if in any currency other than Euro, an amount in such other currency nearly equivalent to € 100,000 at the time of the issue of the Notes.

Notes will be issued with a term to maturity of 1 year at a minimum and 30 years at a maximum.

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 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 MiFID II. Notes may also be listed on further or other stock exchanges or may 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 S.A. ("**CBL**"), Euroclear Bank SA/NV ("**Euroclear**") and CDS Clearing and Depository Services Inc. ("**CDS**").

The Notes will be issued in compliance with U.S. Treas. Reg. § 1.163-5(c)(2)(i)(D), or substantially identical successor provisions (the "**D-Rules**") or U.S. Treas. Reg. § 1.163-5(c)(2)(i)(C), or substantially identical successor provisions (the "**TEFRA C Rules**").

Citibank, N.A. and other institutions, all as indicated in the applicable Final Terms, will act as Paying Agents.

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

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 or Option II, 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 this 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.

- Alternatively, the Final Terms shall determine which of Option I or Option II and of the respective further options contained in each of Option I or Option II 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 this 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 this 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 this Prospectus attached.

Determination of Options / Completion of Placeholders

The Final Terms shall determine which of Option I or Option II shall be applicable to the individual issue of Notes. Each of the sets of Terms and Conditions of Option I or Option II 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 this 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 this 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

The Issuer will elect either German or English to be the controlling language of the Conditions.

RISK FACTORS

The following is a disclosure of risk factors that are material to the ability of VWAG, VIF, VCCI and VWGoAF to fulfil their respective obligations under the Notes and, in case of VWAG, under the Guarantee, and 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. In addition, prospective 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 and investors could lose all or part of their investment.

Risk Factors regarding VIF, VCCI and VWGoAF

VIF, VCCI and VWGoAF are direct or indirect subsidiaries of VWAG. All Notes to be issued by VIF, VCCI and VWGoAF are unconditionally and irrevocably guaranteed by VWAG in respect of principal and interest payments. Accordingly, the ability of each of VIF, VCCI and VWGoAF to fulfil their obligations under the Notes is affected, substantially, by the same risks as those that affect the business and operations of VWAG and/or its consolidated subsidiaries. Therefore, references in this section to risk factors affecting VWAG and/or its consolidated subsidiaries shall be considered risk factors affecting each of the Issuers (if applicable).

VWAG is subject to various risks resulting from changing economic, political, social, industry, business and financial conditions. The principal risks which could affect VWAG's business, financial condition, profitability, cash flows, results of operations and future business results are described below. In addition, risks that are not yet known or assessed as not material can influence profitability, cash flows and financial position.

Risk Factors regarding Volkswagen Aktiengesellschaft and Volkswagen Group

Coronavirus impact

The recent outbreak of SARS-CoV-2 has had a material adverse effect on Volkswagen's business, affecting sales, production and supply chains, and employees. Further, the spread of the SARS-CoV-2 outbreak has caused and may continue to cause severe disruptions in the European and global economy and financial markets and could potentially create widespread business continuity issues.

In December 2019, a novel strain of coronavirus ("**SARS-CoV-2**") was reported to have surfaced in Wuhan, China. SARS-CoV-2 has since spread to numerous countries globally, including Volkswagen's primary markets and the location of its principal operations, Germany and Europe as a whole and the United States. On March 11, 2020 the World Health Organization declared SARS-CoV-2 a pandemic. The potential impact and duration of SARS-CoV-2 or another pandemic could have sustained repercussions across regional and global economies, pushing some of them into recessions, and financial markets.

The global impact of the outbreak continues to evolve rapidly and, as cases of the virus continue to be identified, many countries, including China, the member states of the European Union and the United States, have reacted by instituting quarantines and restrictions on travel. Such actions have caused a material deterioration of the global economy and the financial markets, with serious negative consequences for both advanced economies and emerging markets, including all of Volkswagen's core markets, disrupting global supply chains, severely decreasing consumer demand and spending, and adversely impacting a number of industries, including the automobile industry.

The effects of the SARS-CoV-2 outbreak have had and may continue to have a material adverse effect on Volkswagen's business and results of operations, and, depending on the duration of the outbreak, national responses, the resulting economic downturn, and the shape of any potential recovery could adversely impact Volkswagen's ability to successfully operate in the future due to, among other factors:

- depressed consumer demand, which has led to continued significant declines in vehicle sales in all of Volkswagen's primary markets, adversely impacting Volkswagen's sales to retail and corporate customers, which may be compounded by cancellations of lease and sales contracts due to the economic downturn and import restrictions or other such measures intended to mitigate the economic effects of the SARS-CoV-2 pandemic on national economies;

- dealership closures and quarantine or other measures aimed at preventing the spread of the virus, which may materially affect Volkswagen's ability to sell its products and services through its customary channels; new sales channels may need to be implemented, which may not prove successful;

- a further slowdown or continued suspension in production at Volkswagen's facilities worldwide, including joint ventures in China or at Volkswagen's plants in Germany, or the slowdown or suspension of production at other Volkswagen facilities or further such measures as may be necessary in the future;

- adverse impacts on Volkswagen's ability to operate in affected areas, or delays or disruptions in the supply chain of automotive parts, components, commodities and other materials that are needed for plants and factories to operate effectively and allow Volkswagen to meet targets and complete orders in a timely manner, or impact Volkswagen's ability to comply with regulatory obligations (e.g., homologation, licenses or approvals) leading to reputational harm and regulatory issues, fines or sales stops;

- the current material deterioration of the global economy and significant drop in consumer demand may lead the Financial Services Division to conclude fewer leasing and financing agreements and could additionally cause a significant decrease in residual values for leased vehicles or vehicles financed with a balloon rate and return option. An increase in residual value risk could cause Volkswagen to increase its existing loss provisioning for residual value risks, while fewer leasing and financing contracts could have a significant negative impact on the earnings and financial position of the Financial Services Division and thus also on the Volkswagen Group;

- difficulty accessing debt and equity capital on attractive terms, or at all, and a severe disruption and instability in the global financial markets or deteriorations in credit and financing conditions, which may affect Volkswagen's ability to access capital necessary to fund business operations, meet financial obligations or replace or renew maturing liabilities on a timely basis, and may adversely affect the valuation of financial assets and liabilities, any of which could affect Volkswagen's liquidity, ability to meet capital expenditure requirements or have a material adverse effect on Volkswagen's business, financial condition, results of operations and cash flows;

- the instability of the global financial markets and availability of internal and/or external resources may delay or disrupt some of Volkswagen's cooperation with joint ventures and its acquisition and disposal activities with external partners;

- a decline in the continued service and availability of skilled workforce and personnel, including executive officers and other leaders that are part of Volkswagen's management team and Volkswagen's ability to recruit, attract and retain skilled personnel. To the extent Volkswagen's workforce, personnel and management are impacted in significant numbers by the outbreak of disease and are not available to conduct work, Volkswagen's business and operating results may be further negatively impacted;

- disruptions, delays or other impairments to Volkswagen's internal business processes, in particular due to working from home schemes being implemented at Volkswagen and potential increased risks in terms of IT exposure, data security and increased risk of cyberattacks;

- supply chain disruptions, which have affected and may continue to affect Volkswagen's alternative drivetrain technology research activities, which may delay the scheduled rollout of products based on such new technologies and may impede Volkswagen's ability to develop and test new technologies needed to comply with intensifying environmental rules (e.g., CO2 targets); and

- continued deterioration of the economy in Volkswagen's core markets and other knock-on effects from the SARS-CoV-2 pandemic may frustrate the attainment of Volkswagen's strategic goals, which could have a material adverse effect on Volkswagen's reputation, general business activities, net assets, financial position and results of operations.

In March 2020, Germany enacted emergency legislation to mitigate the negative economic effects of the SARS-CoV-2 pandemic. Among other measures, section 240 of the introductory law to the German civil law code (*Einführungsgesetz zum Bürgerlichen Gesetzbuch*) was amended to allow lessees that qualify as consumers or micro-sized enterprises or borrowers which qualify as consumers under certain circumstances to defer payments under lease or financing contracts, as relevant, until June 30, 2020 (or such later date as extended by the German

government). There is a risk that Volkswagen lessees or borrowers may delay or seek to delay payments on existing leases or financing agreements under the emergency legislation. This could impact among others cash flows and liquidity of Volkswagen. The introduction of similar legislation, and/or amendments to existing legislation, intended to mitigate the SARS-CoV-2 pandemic and its adverse economic consequences can be expected in the markets in which Volkswagen operates. Such legislative measures may have a negative effect on Volkswagen's business, financial condition and results of operations. Even if the impact on Volkswagen of the SARS-CoV-2 pandemic is less severe than expected, future epidemics or pandemics could potentially cause further significant damage to the global economy and to Volkswagen's business.

The rapid development and fluidity of this situation precludes any prediction as to the ultimate adverse impact of SARS-CoV-2. Nevertheless, SARS-CoV-2 presents material uncertainty and risk and has had and could continue to have material adverse effects on Volkswagen's revenues, net assets, cash flows, financial condition and results of operations.

Macroeconomic, sector specific, markets and sales risks

Demand for Volkswagen's products and services depends upon the overall economic situation; restrictions on trade and increasingly protectionist tendencies can result in a negative trend in markets and impact Volkswagen's unit sales.

The sales volume of Volkswagen's products and services depends upon the general global economic situation. Economic growth and developments in advanced economies and emerging markets have been endangered by volatility in the financial and commodity markets, restrictions on trade and increasingly protectionist tendencies and structural deficits in recent years. In particular, high levels of public and private debt, movements in major currencies, volatile commodity prices as well as political and economic uncertainty have in the past, and may in the future have a negative impact on consumption, damaging the macroeconomic environment.

Particular risks to the economic environment, international trade and demand for Volkswagen's products may arise from rising protectionist sentiment in Volkswagen's key markets and the introduction of further tariff and non-tariff barriers or similar measures due to increasing protectionist tendencies. For example, the United Kingdom's decision to leave the European Union ("**Brexit**"), trade tensions between the United States and China, or a reorientation of the United States economic policy (any introduction of additional regional or international trade barriers, including customs duties; changes in taxation which have similar effects; or withdrawal from or renegotiation of multilateral trade agreements; such as the United States-Mexico-Canada Agreement (USMCA), previously known as the North American Free Trade Agreement (NAFTA)) could adversely impact Volkswagen's business and results of operations. The U.S. administration is also evaluating the imposition of a 25% tariff on cars imported from Europe. In February 2019, the U.S. Commerce Department declared European cars a threat to US national security. Although the U.S. administration delayed a decision on whether to impose tariffs on foreign vehicles, such tariffs could still be imposed, adversely affecting Volkswagen's sales to the United States. Any retaliatory measures by regional or global trading partners could further slow down global economic growth and have an adverse impact on Volkswagen's business activities, net assets, financial position and results of operations.

Furthermore, escalation of global or regional conflicts, armed confrontations, terrorist activities, cyberattacks, natural catastrophes or the spread of infectious diseases (such as the current spread of SARS-CoV-2) may lead to prompt unexpected, short-term responses from the markets and declines in demand for Volkswagen's products and services. Stagnating economic growth or declines or economic disruptions in countries and regions that are major economic centers or are relevant to the global supply chain, in particular US and China, have an immediate effect on the global economy and thus pose a key risk for Volkswagen's businesses.

Recently, the effects of the SARS-CoV-2 pandemic have resulted in a material deterioration of the global economy and financial markets, with serious negative consequences for both advanced economies and emerging markets, affecting all of Volkswagen's core markets. Many of Volkswagen's key markets are already in, or are expected to soon be in economic recession. The effects of the SARS-CoV-2 pandemic may exacerbate the risks arising from volatility in the commodity markets and restrictions on trade and may increase protectionist tendencies and structural deficits. The SARS-CoV-2 pandemic's impact on the global economy has had a marked adverse effect on consumption and increases the likelihood that consumption could further decline in the future. Volkswagen believes that these developments have had, and could continue to have adverse effects on its business, financial condition and results of operation. See also "*The recent outbreak of SARS-CoV-2 has had a material adverse effect on Volkswagen's business, affecting sales, production and supply chains, and employees. Further, the spread of the SARS-CoV-2 outbreak has caused and may continue to cause severe disruptions in the European and global economy and financial markets and could potentially create widespread business continuity issues.*"

The larger share of Western Europe, particularly Germany, and of China in Volkswagen's sales exposes Volkswagen to these regions' overall economic development and competitive pressures. The material deterioration of economic conditions and financial markets in these regions caused by spread of SARS-CoV-2 have resulted and may continue to result in a marked decline in consumer demand and investment activity and has significantly adversely affected, and may continue to affect Volkswagen's business.

In 2019, Volkswagen delivered 32.1% of its passenger cars to customers in Western Europe. Also, in 2019, 11.7% of Volkswagen's passenger cars were delivered to customers in Germany. In the same year, Volkswagen delivered 41.3% of its passenger cars to customers in China. A sustained decrease in demand for Volkswagen's products and services in Western Europe, especially in Germany, or in China would have a material adverse effect on Volkswagen's general business activities, net assets, financial position and results of operations. This also applies to the commercial vehicle market, in which demand is particularly dependent on economic developments. Any signs of economic uncertainty in Europe, including a slowdown in economic growth, recession, large-scale government austerity measures or tax increases, could lead to significant long-term economic weakness.

In addition, Brexit has had consequences for macroeconomic growth and outlook in the United Kingdom and Europe, affected exchange rates and negatively impacted demand for Volkswagen's products. Depending on the future relationship between the UK and the EU, economic conditions in the United Kingdom, the European Union and global markets, including currency markets, may be adversely affected by reduced growth and heightened volatility. If the United Kingdom and the European Union fail to reach an agreement on a future trade relationship, it may result in increased trade barriers between the European Union and the United Kingdom. Any such trade barriers could have a negative impact on volumes and costs both for Volkswagen's vehicles and components produced in the European Union for sale in the United Kingdom, and vice versa. A sustained economic downturn in the United Kingdom as a result of Brexit would furthermore adversely affect Volkswagen's sales in one of its largest individual markets in Western Europe. A decline in consumer demand or in product prices in Western Europe would have a material adverse effect on Volkswagen's business, financial position and results of operations.

A slowdown of the Chinese economy, partly as a result of the trade dispute between China and the US, but mainly due to the rapid spread of SARS-CoV-2 pandemic, has in recent months led to a severe decline in demand for automobiles, affecting Volkswagen's business. This decline in demand could worsen. Further, the slowdown in the Chinese economy could have a negative impact on the world economy and international capital markets, affecting developed and emerging economies. Additionally, further aggravation of political conflicts and increased nationalist and protectionist behavior, could also result in reduced demand for Volkswagen's products and services in China.

In addition, Volkswagen's competitors may increasingly attempt to serve the Western European market with their spare production capacity or new product offers oriented towards European consumers. Alongside this, China's automotive industry is intensely competitive, with many domestic and foreign manufacturers attempting to maintain or grow their market share, for example, through marketing incentives. A further increase in competitive pressures in Western European or Chinese markets could result in falling prices and decreased demand for Volkswagen's vehicles, which could adversely affect sales, operating margins and cause a loss of market share.

Recently, the effects of the SARS-CoV-2 pandemic caused a significant worldwide economic downturn, affecting among others, Europe, Germany and China. This led to a severe decline in demand for automobiles and other goods, and, depending on the length and severity of the pandemic, could lead to significant prolonged long-term economic weakness or recession and declines in automobile demand. Further global spread and continued severity of the SARS-CoV-2 pandemic could prolong this decline or cause it to worsen. This has had and could continue to have material adverse effects on Volkswagen's revenues, net assets, cash flows, financial condition and results of operations. See also "*The recent outbreak of SARS-CoV-2 has had a material adverse effect on Volkswagen's business, affecting sales, production and supply chains, and employees. Further, the spread of the SARS-CoV-2 outbreak has caused and may continue to cause severe disruptions in the European and global economy and financial markets and could potentially create widespread business continuity issues.*"

Volkswagen faces strong competition in all markets, which may lead to a significant decline in unit sales or price deterioration.

The markets in which Volkswagen conducts business are marked by intense competition, and Volkswagen expects competition in the international automotive market to intensify further in the coming years. In previous years, this led to considerable price reductions and increase of incentives offered by individual automobile manufacturers.

Volkswagen expects that the automotive industry will experience significant and continued transformation over the coming years. This will require Volkswagen to be responsive not only to its traditional competitors but also to new industry entrants and evolving trends in mobility. New participants are seeking to disrupt the industry's historic business model through the introduction of new technologies, products or services, new business models

or new modes of transportation and car ownership. Competitive pressure will therefore encompass a wider range of competitors, products and services, including those that may be outside Volkswagen's current main business, such as autonomous vehicles, car sharing concepts and transportation as a service. If Volkswagen does not accurately assess, prepare for and respond to these challenges, its competitive position could erode, and its business could be harmed.

Competitive pressure, particularly in the automotive markets in Western Europe, the United States, China, Brazil, India and Russia may further intensify due to cooperation between existing manufacturers or the market entry of new manufacturers, particularly from the US, China or India, or an expansion of production by existing manufacturers or due to governmental regulations.

Intensified competition could reduce the number of Volkswagen's marketable products and services, as well as the prices and margins Volkswagen can obtain, which would negatively affect Volkswagen's market position and could materially adversely affect Volkswagen's general business activities, net assets, financial position and results of operations.

As a result of the SARS-CoV-2 pandemic, competitive pressures in the automotive industry could increase significantly and Volkswagen's ability to sell its products and services through its customary channels may be adversely affected for some time. This could result in new sales channels needing to be implemented, which may not prove successful. Furthermore, the pandemic's effect on the global economy may trigger changes to customer demand characteristics that Volkswagen may not be able to successfully predict or adapt to as quickly and effectively as some of its competitors. See also "*The recent outbreak of SARS-CoV-2 has had a material adverse effect on Volkswagen's business, affecting sales, production and supply chains, and employees. Further, the spread of the SARS-CoV-2 outbreak has caused and may continue to cause severe disruptions in the European and global economy and financial markets and could potentially create widespread business continuity issues.*"

A decline in retail customers' purchasing power or in corporate customers' financial situation and willingness to invest as well as increased price pressure could significantly adversely affect Volkswagen's business.

Demand for vehicles for personal use generally depends on consumers' net purchasing power and their confidence in future economic developments, while demand for vehicles for commercial use by corporate customers (including fleet customers) primarily depends on the customers' financial condition, their willingness to invest (which is affected by expected future business prospects), available financing, satisfaction with current products, and changes in mobility demand. A decrease in potential customers' disposable income or their financial condition will generally have a negative impact on vehicle sales.

A weak macroeconomic environment, combined with restrictive lending and a low level of consumer sentiment, reduces consumers' willingness to buy. Government intervention, such as tax increases, can have a similar effect. This tends to lead to existing and potential customers refraining from new vehicle purchases or, if the purchases are made, to potentially choose cheaper and less well-equipped vehicles.

In other cases, government sales supporting schemes could for a given period encourage customers to make vehicle purchases earlier than originally planned, generating the risk that future revenues will be reduced accordingly. Alternatively, the government sales support schemes may focus on market segments which are not beneficial for Volkswagen.

A deteriorating macroeconomic environment may also disproportionately reduce demand for premium vehicles, which have typically been the most profitable segment for Volkswagen Group. It also leads to reluctance by corporate customers to invest in vehicles for commercial use and leased vehicles leading to a postponement of fleet renewal contracts.

To stimulate demand, the automotive industry has in the past and may in the future offer customers and dealers price reductions on vehicles and services, which has led to increased price pressures and sharpened competition within the automotive industry. As a provider of numerous high-volume models, Volkswagen's profitability and cash flows are significantly affected by the risk of rising competitive and price pressures.

Special sales incentives and increased price pressures in the new car business also influence price levels in the used car market, with a negative effect on vehicle resale values. This may have a negative impact on the profitability of the used car business in Volkswagen's dealer organization.

The material deterioration in the global economy and financial markets, including increases in unemployment levels and declines in income and personal wealth caused by the SARS-CoV-2 pandemic have resulted and may continue to result in significant declines in demand for automobiles, affecting Volkswagen's business, revenues, net assets, cash flows, financial condition and results of operations. The global spread and severity of the SARS-CoV-2 pandemic could prolong this decline in demand or cause it to worsen. These effects will be exacerbated the

longer the SARS-CoV-2 pandemic lasts. See also "*The recent outbreak of SARS-CoV-2 has had a material adverse effect on Volkswagen's business, affecting sales, production and supply chains, and employees. Further, the spread of the SARS-CoV-2 outbreak has caused and may continue to cause severe disruptions in the European and global economy and financial markets and could potentially create widespread business continuity issues.*"

Volkswagen's commercial success depends on Volkswagen's own and its competitors' efforts in Asia, North America, South America and Central and Eastern Europe.

Volkswagen believes that its future growth will, to a considerable extent, depend on demand for products of the Volkswagen Group from China, India, Brazil, Russia and North America. Accordingly, Volkswagen has increased its investments in these regions and intends to make further investments there in the future. This also applies to Volkswagen's Financial Services Division.

Several Volkswagen's competitors, in particular major Asian manufacturers, have also considerably expanded their production capacity or are in the process of doing so in these relevant regions. These facilities primarily serve the respective local markets, where demand for automobiles strongly depends on local economic growth.

If local economic growth and demand for Volkswagen's products weaken, Volkswagen may sell fewer products in these markets or obtain lower prices than expected. A decline in, or lack of, economic growth in local markets could also lead to significantly intensified price competition, rising inventories and excess production capacity. This could significantly decrease Volkswagen's revenue and income. Furthermore, due to a lack of economic growth and resulting price competition, Volkswagen may not realize a return on investments in these markets at all or realize it later than planned, which may have a material adverse effect on Volkswagen's general business activities, net assets, financial position and results of operations.

Volkswagen's future growth plans significantly depend on the market development in China. Volkswagen operates in the Chinese market mainly through a number of joint ventures. A prolonged economic slowdown or new, unfavorable government policies (including ceasing subsidies) — such as regulations setting quotas for new energy vehicles (e.g., battery electric vehicles and plug-in hybrid electric vehicles) — may affect the demand for automobiles. In addition, restrictions on vehicle registrations in metropolitan areas — such as those in effect, for example, in Beijing, Shanghai, Guiyang and Guangzhou — may be extended to other major cities in China. This could have a material adverse effect on Volkswagen's sales in China.

The impact of the SARS-CoV-2 pandemic on local economic growth in these markets has caused, and may continue to cause a significant decline in demand for Volkswagen's products, causing Volkswagen to sell fewer products in these markets and/or obtain lower prices than expected. Should the SARS-CoV-2 pandemic result in a continued decline in, or lack of, economic growth in local markets, this could also lead to significantly intensified price competition, rising inventories and excess production capacity. See also "*The recent outbreak of SARS-CoV-2 has had a material adverse effect on Volkswagen's business, affecting sales, production and supply chains, and employees. Further, the spread of the SARS-CoV-2 outbreak has caused and may continue to cause severe disruptions in the European and global economy and financial markets and could potentially create widespread business continuity issues.*"

Changing consumer preferences and governmental regulations with respect to modes of transportation could limit Volkswagen's ability to sell Volkswagen's traditional product lines at current volume levels.

Many consumers today are more focused on acquiring smaller, more fuel efficient and environmentally friendly vehicles, including hybrid and electric models. The size, performance and accessories features of the passenger cars and light commercial vehicles that Volkswagen sells have an impact on Volkswagen's profitability. Generally, larger vehicles in higher vehicle categories with higher engine power contribute more to Volkswagen's earnings than smaller vehicles in lower vehicle categories with lower engine power. It is technically demanding and cost intensive for Volkswagen to develop engines that are smaller and more efficient, but which maintain the same performance. On the other hand, growing customer interest in sports utility vehicles (SUV) could impact the carbon dioxide ("**CO_2**") balance of Volkswagen's fleet and Volkswagen could incur higher costs in meeting the applicable CO_2 targets. Volkswagen also faces growing pressure for enhanced digitalization and automated driving features in addition to increasing regulatory requirements. Implementing such changes involves certain technical challenges as well as increased costs. For competitive reasons Volkswagen may be able to pass these costs on to customers only to a limited extent, if at all, which could affect Volkswagen's profitability.

Private and commercial users are increasingly open to use modes of transportation other than the self-owned automobile, especially in connection with growing urbanization. The reasons for this could include rising costs associated with owning a vehicle, increasing traffic density in major cities, attractiveness of alternative mobility solutions and environmental awareness. Environmental concerns in particular are prompting calls for increasing traffic or vehicle restrictions, such as the diesel vehicle bans being contemplated or gradually implemented across various cities or regions, or quotas being set for electric vehicles. There is particular momentum in the debate on

the introduction of driving bans for diesel vehicles in Germany. These debates have already caused sales of diesel vehicles to decline. Local driving bans are already in place in a number of countries, though these mainly affect older vehicles. With a view to the future, large urban areas such as Paris and London are discussing banning vehicles with combustion engines. The move towards more stringent regulations, particularly for conventional drive systems, is accelerating not only in the developed markets of Europe and North America, but also in emerging markets such as China, and shapes consumer preferences. Furthermore, the increased openness to use ride and car sharing concepts and new city-based car rental schemes may reduce dependency on privately owned automobiles altogether or may affect the total cost of ownership such that some customers or potential customers might decide against owning a vehicle. Moreover, transport of goods may shift from trucks to other modes of transport, which could lead to lower demand for Volkswagen's commercial vehicles or could change the customer requirements towards commercial vehicles.

A change in consumer preferences or governmental regulations away from transport by automobile, as well as a trend towards smaller vehicles or vehicles equipped with smaller engines, alternative drivetrains or other technical enhancements could have a material adverse effect on Volkswagen's general business activities, net assets, financial position and results of operations.

Volkswagen's multiple brand strategy may result in overlap in the sales approach, which could lead to weakening of the brands.

In the Automotive Division, Volkswagen has several brands, some of which serve similar customer segments. Additionally, the trend of increasing number of body styles (for example, cross-over body styles) based on customer expectations and competitive actions increases the risk of an overlap in the marketing approach, which can have a negative effect on the overall position and market share of the individual brands. This risk can be intensified by Volkswagen's modular strategy, which provides the same platforms and components for certain segments.

A shift in demand in the volume market in which Volkswagen simultaneously offers many brands and models, for example, in the compact vehicle class, would necessitate additional marketing activities to broaden brand perception and create higher differentiation among brands.

These risks may lead to internal cannibalization, loss of sales or additional expenses associated with higher investment to reposition affected models or brands, which could have a material adverse effect on Volkswagen's general business activities, net assets, financial position and results of operations.

Volkswagen is dependent on the sale of vehicles to corporate customers (including fleet customers) and is therefore dependent on their economic situation and preferences.

As a rule, corporate customers, including fleet customers, generate more stable incoming orders than retail customers. Fleet customers need vehicles to travel, distribute their goods and services and visit their customers. They rely on cars, light commercial vehicles, trucks and busses for their daily work and in most cases, they provide a specific budget for the acquisition of the vehicles, generating stable incoming orders. Fleet registrations of passenger vehicles as a share of total registrations in Europe amounted to 35.0% in 2019 for the overall market.

Although Volkswagen does not depend on any individual corporate customer, corporate customers, in aggregate, represent an important customer group. Therefore, Volkswagen is dependent on this customer segment's economic situation. Sales in Volkswagen's truck business are particularly sensitive to economic developments due to the transportation sector's strong cyclicality. The resulting production fluctuations require significant flexibility on the part of truck producers, given the even higher complexity of the product offering with respect to trucks as compared to passenger vehicles. In addition, if Volkswagen sells fewer vehicles to corporate customers, the Financial Services Division may conclude fewer leasing or financing agreements.

Furthermore, due to the higher number of vehicles purchased by corporate customers compared to individual customers, large corporate customers are generally granted larger discounts. There is a risk that Volkswagen may be able to offset discounts to corporate customers only partially or not at all.

Corporate customers tend to include CO_2 restrictions in relation to exhaust emissions into their company policies. There is a risk that large corporate customers will reduce or eliminate purchases of Volkswagen products if the Volkswagen Group is not able to offer products with sufficiently low exhaust emissions values.

Additionally, corporate customers are increasingly interested in new forms of mobility as well as mobile online services. There is a risk that Volkswagen could lose sales if the Volkswagen Group's shift to new mobility concepts does not proceed in a timely manner.

A decline in sales to corporate customers could have a material adverse effect on Volkswagen's general business activities, net assets, financial position and results of operations.

At this time, Volkswagen is not able to fully determine the impact that the SARS-CoV-2 pandemic may have on the financial position of its corporate customers. The sensitivity of this customer group to the material deterioration of the global economy and the financial markets resulting from the SARS-CoV-2 pandemic has caused and may continue to cause Volkswagen to sell significantly fewer vehicles to corporate customers, which in turn may cause the Financial Services Division to conclude fewer leasing or financing agreements. If corporate customers experience significant losses or a deterioration of their financial position or insolvency, this may adversely impact Volkswagen's business, revenues, net assets, cash flows, financial condition and results of operations. See also "*The recent outbreak of SARS-CoV-2 has had a material adverse effect on Volkswagen's business, affecting sales, production and supply chains, and employees. Further, the spread of the SARS-CoV-2 outbreak has caused and may continue to cause severe disruptions in the European and global economy and financial markets and could potentially create widespread business continuity issues.*"

Issues in relation to exhaust emissions have negatively affected and may continue to affect brand image or brand confidence.

The reputation of the Volkswagen Group and its brands is one of the most important assets and forms the basis for long-term business success. The recent issues faced by Volkswagen in relation to exhaust emissions have negatively influenced customers' brand perception (for example, brand image or brand confidence), which may have a negative impact on customers' purchase decisions and may impair Volkswagen's profitability and market share. See also "*Government authorities in a number of jurisdictions worldwide have conducted and are continuing to conduct investigations of Volkswagen regarding findings of irregularities relating to exhaust emissions from diesel engines in certain Volkswagen Group vehicles. The results of these and any further investigations, and related civil and criminal litigation, may have a material adverse effect on Volkswagen's business, financial position, results of operations, and reputation, as well as the prices of its securities, including the Notes, and its ability to make payments under its securities*.".

Volkswagen faces regulatory risks in the aftermarkets with respect to its genuine parts business. There are risks associated with Volkswagen's renegotiation of dealer agreements.

Volkswagen maintains a European-wide distribution network with selected dealers and workshops based on standardized contracts that are adapted to European and local laws. For the distribution of new motor vehicles, Volkswagen uses quantitative and qualitative selection criteria. Generally, Volkswagen is entitled to limit the number of dealers to those who fulfil the qualitative criteria. However, under Regulation (EU) No 330/2010 Volkswagen may be required to self-assess its situation and may be required to change its distribution contracts and admit further dealers into its network in markets where Volkswagen's market share may exceed 40%. Furthermore, as part of a new sales strategy, among other things, the renegotiation of agreements with dealers and importers could lead to disputes and expose Volkswagen to claims for damages.

Additionally, Volkswagen is obliged to grant access to technical information for independent market participants in accordance with the Euro 5/Euro 6 legislation (Regulation (EU) No 566/2011, Regulation (EC) No 715/2007 and Regulation (EC) No 692/2008). Due to the amendment of the Euro 5/Euro 6 legislation in the form of Regulation (EC) No. 2018/858 effective September 1, 2020, Volkswagen could in the future be obliged to grant independent operators access to technical information that goes beyond the current requirements, in particular to technical information on Volkswagen's genuine parts. The expansion of independent market participants' access to such information could give rise to additional expenses in connection with a review of existing arrangements and other costs that Volkswagen would have to bear in order to adapt to the new regulation. The regulations described above could also expose Volkswagen to greater competition in the aftermarkets.

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

Research and development risks

Volkswagen's future business success depends on its ability to develop new, attractive and energy-efficient products; failure to develop products in line with demand and regulations, especially in view of e-mobility and digitalization could materially impact Volkswagen's operations

Customers are increasingly focusing on lower fuel consumption and exhaust emissions when they make a purchasing decision. Alternative drive technologies (for example electric or hybrid powertrains) are becoming more important both due to growing customer demand for local zero emissions mobility and for compliance with legal requirements. Recently, many car companies are also seeking to develop autonomous driving technology. A significant factor for Volkswagen's future success is its ability to recognize such trends early enough to react

accordingly and thus strengthen Volkswagen's position in the existing product and service range and the market segments it already serves, as well as enabling it to expand into new market segments. Volkswagen encounters research and development challenges as its products become more complex and as it introduces new, more environmentally friendly technologies. Primarily due to increasingly stringent emission and consumption regulations, it may have difficulties in achieving stated efficiency targets and fulfilling fleet average targets without loss of quality or decline in profitability. See also: "*Volkswagen is subject to a range of different environmental regulatory and legal requirements worldwide that are constantly changing; and not meeting CO2-related regulations could lead to substantial fees, penalties, damages and other materially adverse effects*."

Volkswagen is accelerating its effort in electric mobility, planning extensive investments – including in battery technology – to expand its electric car model range. This plan entails considerable risk, including uncertainties regarding future regulations and the extent of governmental support, uncertainties regarding the widespread adoption of electric vehicles and their performance, and availability of the necessary charging infrastructure, Volkswagen's technological and organizational capabilities to shift from a traditional car manufacturer into a provider of sustainable mobility, availability of supply of required materials (such as lithium or cobalt) and components (in particular safe and reliable batteries), and ability to sufficiently increase its capacity to serve the new market with comprehensive products and mobility services. Volkswagen has entered into a variety of cooperative arrangements to research and develop new technologies, particularly for alternative drive and energy source technologies, such as high-performance lithium ion batteries for electric cars. Nevertheless, Volkswagen may not achieve its objectives for electrification of its product range and other future technological advances or may not achieve an acceptable return on investment or profitability at the historical levels in the new market segments.

Volkswagen's competitors or their joint ventures may develop better solutions and be able to manufacture the resulting products more rapidly, in larger quantities, with a higher quality or at a lower cost. This could lead to increased demand for competitors' products and result in a loss of Volkswagen's market share. Furthermore, if Volkswagen's financial condition deteriorates, for example as a result of the SARS-CoV-2 pandemic, the capital required for making future investments in research and development may not be readily available.

As a result of the intensity of automotive competition and the pace of technological developments, Volkswagen faces continual pressure to develop new products and improve existing products in shorter time. If Volkswagen miscalculates, delays recognition of, or fails to adapt its products and services to trends, legal and customer requirements in individual markets or other changes in demand, Volkswagen's unit sales could drop. Volkswagen cannot eliminate this risk, even with extensive market research. If Volkswagen makes fundamental or repeated miscalculations over the long term, it could lose customers and the reputation of its affected brands could suffer. Such miscalculations could also lead to unprofitable investments and associated costs.

The outbreak of SARS-CoV-2 pandemic, and the resulting supply chain disruptions, have affected and may continue to further affect Volkswagen's alternative drivetrain technology research and development activities, causing delays. See also "*The recent outbreak of SARS-CoV-2 has had a material adverse effect on Volkswagen's business, affecting sales, production and supply chains, and employees. Further, the spread of the SARS-CoV-2 outbreak has caused and may continue to cause severe disruptions in the European and global economy and financial markets and could potentially create widespread business continuity issues.*"

If Volkswagen encounters potential delays in bringing new vehicle models to market or if customers do not accept Volkswagen's new models, or if the other risks mentioned above occur, this could have a material adverse effect on Volkswagen's general business activities, net assets, financial position and results of operations.

Volkswagen may be unable to implement its strategic objectives, or it may be able to do so only at a higher-than-expected cost and Volkswagen may not reach its medium- and long-term financial goals.

In 2016, based on the significant changes affecting the automotive sector, Volkswagen initiated a new strategy, "TOGETHER – Strategy 2025", aimed at ensuring that Volkswagen participates in shaping the future of mobility, with a focus on digitalization, electrification and sustainability. This will involve developing further core competencies in additional technologies such as battery technology, alternative drivetrains, digital and autonomous driving, mobility services as well as intensifying the focus on profitable growth. In 2019, due to accelerated developments in the industry, Volkswagen has further revised its strategy – "TOGETHER Strategy 2025+ - Focus and Speed" – with the further objective of improving the enterprise value of the Volkswagen Group. In addition to the above-mentioned areas, Volkswagen aims to focus on improving corporate governance, further increasing brand value, strengthening software expertise and leadership development.

Numerous factors, some of which are beyond Volkswagen's control, such as a slowdown in economic growth or deterioration in the business climate in Volkswagen's core markets, weaker development in emerging markets or the occurrence of one or more risks described in this Prospectus, can frustrate implementation of the basic strategic

policy and the attainment of the specific goals. If Volkswagen is unable to achieve its strategic goals, in whole or in part, or if the costs associated with the basic strategic policy exceed expectations, this could have a material adverse effect on Volkswagen's reputation, general business activities, net assets, financial position and results of operations.

In particular, the attainment of Volkswagen's strategic goals may be frustrated by the economic and financial repercussions linked to the SARS-CoV-2 pandemic or the diesel issue, as discussed under "*The recent outbreak of SARS-CoV-2 has had a material adverse effect on Volkswagen's business, affecting sales, production and supply chains, and employees. Further, the spread of the SARS-CoV-2 outbreak has caused and may continue to cause severe disruptions in the European and global economy and financial markets and could potentially create widespread business continuity issues.*" and "*Government authorities in a number of jurisdictions worldwide have conducted and are continuing to conduct investigations of Volkswagen regarding findings of irregularities relating to exhaust emissions from diesel engines in certain Volkswagen Group vehicles. The results of these and any further investigations, and related civil and criminal litigation, may have a material adverse effect on Volkswagen's business, financial position, results of operations, and reputation, as well as the prices of its securities, including the Notes, and its ability to make payments under its securities.*"

Volkswagen faces challenges in connection with stricter processes/requirements for vehicle approval (homologation) and new test procedures (e.g. WLTP).

The vehicle approval process (homologation) and the implementation of increasingly stringent emission and consumption regulations are becoming increasingly more complex and time-consuming and may vary by country. The costs of compliance with regulatory requirements are considerable, and such costs are likely to increase further in the future, given the expected increased scrutiny, periodic regulatory changes, the need to develop new harmonized internal standards to comply with regulations, and stricter enforcement by regulators globally. In the past, Volkswagen was required and may in the future be required to devote significant resources to develop and maintain the required internal processes.

For example, beginning with September 2017, a new more time-consuming test procedure has applied in the EU to all new vehicles with the transition from the "New European Driving Cycle" (i.e. test procedures used previously in the EU to assess the emission levels and fuel economy) to the new Worldwide Harmonized Light-Duty Vehicle Test Procedure ("**WLTP**"). The transition has caused production stoppages at some of Volkswagen's plants, certain Volkswagen Group brands to temporarily limit the number of models that are offered for sale in the European Union or any other jurisdictions that have implemented WLTP standards, a temporary decline in sales and build-up in inventory. This has adversely impacted Volkswagen's results in the 2018 and 2019 financial year and could continue to have a material adverse effect on Volkswagen's general business activities, net assets, financial position and results of operations.

Furthermore, the European Real Driving Emissions (RDE) regulation for passenger cars and light commercial vehicles imposed uniform limits to new vehicle types across the EU since September 2017 onwards, for nitrogen oxide and particulate emissions in real road traffic. The RDE test procedure is fundamentally different from past emission standards. Stricter RDE processes and requirements have resulted in certain challenges relating to test criteria and homologation for Volkswagen.

A violation of applicable regulations could lead to the imposition of penalties, fines, damages, recalls, restrictions on or revocations of Volkswagen's permits and licenses (including vehicle certifications or other authorizations that must be in place before a particular vehicle may be sold in the authorizing jurisdiction), restrictions on or prohibitions of business operations, reputational harm and other adverse consequences. This, in turn, could have a material adverse effect on Volkswagen's general business activities, net assets, financial position and results of operations.

Operational risks

Volkswagen operates complex IT systems and is exposed to risks in the areas of cyber security and new regulatory requirements for IT.

Volkswagen operates comprehensive and complex IT systems. IT risks exist in relation to confidentiality, data integrity and availability, and can arise in the form of unauthorized access to, modification of and extraction of sensitive electronic corporate or customer data as well as limited systems availability as a consequence of downtime and disasters.

Volkswagen collects and stores sensitive data, including intellectual property, proprietary business information, proprietary business information of Volkswagen's dealers and suppliers, as well as personally identifiable information of customers and employees, in data centers and on IT networks. The secure operation of these systems and products, and the processing and maintenance of the information processed by these systems and products, is

critical to Volkswagen's business operations and strategy. The importance and complexity of electronically processed data continues to increase, and applicable data protection laws place onerous obligations on Volkswagen's IT systems. For example, Volkswagen is subject to the stringent requirements of the EU General Data Protection Regulation (GDPR) which entered into force in May 2018, and new vehicle and software development requirements are expected as a result of the United Nations Economic Commission for Europe (UNECE) cyber security regulation (WP.29). In addition, Volkswagen is providing more services through private and public clouds, increasing the Group's dependencies on third parties such as cloud vendors. Development and provisioning of cloud software and services is characterized by rapid iterations and rollouts. As a result, there is an increased risk that existing IT compliance and testing procedures will not adequately mitigate IT risks.

Systems and products may be vulnerable to damage, disruptions or shutdowns caused by attacks by hackers, computer viruses, or breaches due to errors or malfeasance by employees, contractors and others who have access to these systems and products. The occurrence of any of these events could compromise the operational integrity of these systems and products. Similarly, such an occurrence could result in the compromise or loss of the information processed by these systems and products. Such events could result in, among other things, the loss of proprietary data, interruptions or delays in Volkswagen's business operations, reputational damage or damage to Volkswagen's financial performance and to its relationships with customers and suppliers.

In addition, such events could result in legal claims or proceedings, liability or regulatory penalties under laws protecting the privacy of personal information; disrupt operations; or reduce the competitive advantage Volkswagen seeks to derive from its investment in advanced technologies. Volkswagen has experienced such events in the past and, although past events were immaterial, future events may occur and may be material.

Where economically reasonable, Volkswagen intends to harmonize various IT systems. There are risks inherent in non-uniform IT systems, such as compatibility issues for both hardware and software or the necessity to train personnel for different systems. Additionally, numerous essential functional processes in the development, production and sales of vehicles and components depend on computer-controlled applications and cannot be carried out without properly functioning IT systems and IT infrastructure. Volkswagen expects further integration and implementation of the Internet of Things (IoT) infrastructure that may increase the dependency between Volkswagen's infrastructure and that of its partners. Malfunctions or errors in internal or external IT systems and networks could have adverse effects on Volkswagen's operations, harm Volkswagen's reputation and expose it to regulatory actions or litigation.

Furthermore, regular or event-driven updates are required for many of Volkswagen's IT systems in order to meet increasingly complex business and regulatory requirements. The software and hardware of some of Volkswagen's established IT systems are no longer supported by their vendors, which increases the difficulty of ensuring that they continue to operate properly. IT system downtime, interruptions or security flaws may significantly adversely affect customer relationships, accounting, management or credit administration and may result in significant expenses for data restoration and verification.

Volkswagen's efforts to mitigate these risks may turn out to be inadequate. The costs (including any insurance) of protecting against IT risks are high and could further increase in the future.

Any unauthorized control or manipulation of Volkswagen's in-vehicle systems could impact the safety of Volkswagen customers and reduce confidence in Volkswagen's products.

Volkswagen's vehicles contain increasingly complex IT systems. These systems control various vehicle functions including engine, transmission, safety, steering, navigation, acceleration, braking, and window and door lock functions. Hackers have reportedly attempted, and may attempt in the future, to gain unauthorized access to modify, alter and use such systems to gain control of, or to change, vehicles' functionality, user interface and performance characteristics, or to gain access to data stored in or generated by the vehicle.

Any unauthorized access to or control of Volkswagen's vehicles or their systems or any loss of data, or undiscovered software flaws or other malfunctions, could impact the safety of Volkswagen's customers or result in legal claims or proceedings, liability or regulatory penalties. In addition, regardless of their veracity, reports of unauthorized access to vehicles, their systems or data could negatively affect Volkswagen's brand and reputation, and harm its business, results of operations, financial condition and prospects.

Volkswagen's future business success depends on its ability to maintain high quality and Volkswagen may incur substantial costs as a result of having to comply with government-prescribed standards for vehicles and components.

In order to maintain high quality standards for its products and to comply with government-prescribed standards, such as safety, emissions or environmental standards, Volkswagen incurs substantial costs for monitoring and

quality assurance. Since Volkswagen applies a modular component concept in vehicle production, Volkswagen's risk is increased because individual components are used in several different models and brands.

In the past, Volkswagen was required and may in the future be required to implement service measures or recall vehicles if there are defects or irregularities in parts or components that Volkswagen sources externally or manufactures in-house. Volkswagen may need to develop new technical solutions that require governmental authorization. These measures could be costly and time-consuming, which may lead to warranty-related provisions and expenses that exceed existing provisions. In addition, product recalls can harm Volkswagen's reputation and cause it to lose customers, particularly if the recalls cause consumers to question the quality, safety or reliability of Volkswagen's products. Competent authorities have begun assessing potential actions as a result of a finding of excessive lead content in vehicle components supplied to automotive manufacturers, including Volkswagen, by their suppliers. These components have been used in vehicles sold by Volkswagen and other automotive manufacturers. There is a risk that competent authorities may impose, among other things, waste disposal orders and/or fines against Volkswagen.

Product safety and other defects can subject Volkswagen to investigations, fines for non-compliance, customer complaints and litigation with substantial financial consequences. Volkswagen faces investigations in connection with the diesel issue, as described under "*Government authorities in a number of jurisdictions worldwide have conducted and are continuing to conduct investigations of Volkswagen regarding findings of irregularities relating to exhaust emissions from diesel engines in certain Volkswagen Group vehicles. The results of these and any further investigations, and related civil and criminal litigation, may have a material adverse effect on Volkswagen's business, financial position, results of operations, and reputation, as well as the prices of its securities, including the Notes, and its ability to make payments under its securities.*" In the future, it cannot be ruled out that Volkswagen may experience further quality issues in relation to emissions or otherwise.

Product quality significantly influences consumers' decision to purchase vehicles. Customers increasingly demand that Volkswagen assumes the costs of repairs even after the guarantee period has expired.

A decline in Volkswagen's product quality or customer perception of such decline could harm the image of Volkswagen's selected brands or Volkswagen's image as a prime manufacturer, which in turn could have a material adverse effect on Volkswagen's general business activities, net assets, financial position and results of operations.

If Volkswagen is unable to obtain automotive parts and components from suppliers at a reasonable price or at all, for example, due to a supply bottleneck, particularly within a limited supplier environment, Volkswagen's procurement, production, transport and service chains could be interrupted or impaired.

Volkswagen's business depends, among other things, on the timely availability of automotive parts and components. In addition, the smooth flow of Volkswagen's production depends on the quality of the parts, components, commodities and other materials, as well as reliable and timely delivery by suppliers. Recently, the increasing technical complexity and Volkswagen's expanding use of the modular toolkit system resulted in an increased need for high-grade supplier components and software of impeccable quality.

Volkswagen generally sources automotive parts and components from several suppliers, however, in some cases, Volkswagen relies on one or a few suppliers for the delivery of certain parts, components and other materials. In these cases, Volkswagen faces the risk of a production downtime if one or more suppliers are unable or unwilling to fulfil delivery obligations. This risk could have a material financial impact on the Volkswagen Group. In addition, quality problems may necessitate technical measures involving a considerable financial outlay where costs cannot be passed on to the supplier or can only be passed on to a limited extent. Although Volkswagen has implemented a thorough evaluation process for suppliers of critical parts (i.e. parts required at high volumes across different brands), risks that suppliers may be unable or unwilling to fulfil delivery obligations persist. This effect may be exacerbated by Volkswagen's increasingly local production, in particular in countries such as Brazil, Russia, India and China, where Volkswagen uses regionally-based suppliers whose ability to deliver may be adversely affected by regional conditions and events. Examples include consolidation of the local supply base in different regions as well as exchange rate fluctuations. The availability of parts from local suppliers in these markets may be at risk and resorting to sources outside these regions could have an adverse impact on production cost due to unfavorable exchange rates and import duties.

Weakening growth in the global economy, ongoing trade disputes and shifts in customer demand – especially the technological shift toward e-mobility – along with the resulting changes in order volume from suppliers are posing challenges for Volkswagen's suppliers, resulting in an increased need for financing. Additionally, if vehicle sales decline significantly across the automotive market, competition in the automotive industry will increase, which could have a significant adverse effect on the financial position of some of Volkswagen's suppliers. Some of Volkswagen's suppliers could experience financial distress or file for insolvency as a result. Financial distress in the supply chain may result in delivery bottlenecks, a loss of quality and price increases.

Furthermore, Volkswagen is also facing different environmental and social risks in its complex globally fragmented supply chains. Stakeholders such as fleet customers, investors or non-governmental organizations are calling for a contribution from Volkswagen to address sustainability issues upstream in its supply chains. New technologies such as electro mobility will change the composition of materials required for the vehicle fleet. Metals used for high voltage batteries necessary for electric vehicles are partly produced in countries with low sustainability performance and weak enforcement of national labor and environmental laws, which increases the risk of violations of Volkswagen's sustainability requirements. Social or environmental problems could result in reputational damage to Volkswagen or instability of material supply.

The SARS-CoV-2 pandemic has had, and may continue to have, a material effect on Volkswagen's ability to obtain automotive parts and components from suppliers. A bottleneck in supply chains, caused by several factors linked to the SARS-CoV-2 outbreak, including regional, national and international restrictions on the business activities of Volkswagen suppliers and the unavailability of critical workforce, contributed to the decision to slow down or suspend production at Volkswagen's facilities worldwide. Additionally, the SARS-CoV-2 pandemic may have an impact on suppliers' resources and ability to develop and innovate, thereby adversely influencing Volkswagen's future product innovation and quality. Some of Volkswagen's suppliers have experienced and could continue to experience financial distress or file for insolvency as a result. Financial distress in the supply chain has resulted and may continue to result in delivery bottlenecks, a loss of quality and price increases. While it is currently impossible to estimate and quantify the extent of its negative effects, the SARS-CoV-2 pandemic poses a material risk to Volkswagen's supply chains and production, the sales of Volkswagen products, profits and the delivery of its services. See also "*The recent outbreak of SARS-CoV-2 has had a material adverse effect on Volkswagen's business, affecting sales, production and supply chains, and employees. Further, the spread of the SARS-CoV-2 outbreak has caused and may continue to cause severe disruptions in the European and global economy and financial markets and could potentially create widespread business continuity issues.*"

Volkswagen is exposed to risks arising from procurement of raw materials, potentially impacting its procurement, production, transport and service chains.

Prices of certain raw materials, such as steel, aluminum, copper, lead, coking coal, crude oil, precious metals and rare earth elements have remained highly volatile. Rises in demand for raw materials could create a shortage of the raw materials that are important for Volkswagen's production and further price increases. In addition, the accelerated use of new technologies, such as electrified powertrains, could increase Volkswagen's procurement risks. An industry-wide shift to electro mobility could lead to bottlenecks in supplies and price increases of certain critical materials, such as lithium, rhodium or cobalt, which could limit Volkswagen's ability to scale the new technologies profitably. Furthermore, the technological transformation will require significant changes to Volkswagen's supply chain, as it increasingly sources parts and supplies designed for new technologies. Such planned changes may not always be successful. These risks could lead to higher manufacturing costs for end products, parts and components.

A shortage of raw materials and energy sources could arise from decreases in extraction and production due to natural disasters, political instability or unrest, epidemics or pandemics such as the SARS-CoV-2 pandemic or production limits imposed in extracting and producing countries. For example, China, which is currently the predominant producer of rare earth elements, has limited the export of such elements in the past and is increasingly using other mechanisms, such as an export licensing system or the imposition of higher raw material duties, which could limit access to such elements. Similarly, geopolitical risks exist with respect to supplies of cobalt, a key metal for battery production.

If the prices for these or other raw materials, including energy, increase and if Volkswagen is not able to pass such increases on to customers, or if Volkswagen is unable to ensure its supply of scarce raw materials, Volkswagen may face higher component and production costs that could in turn negatively affect future profitability and cash flows.

Volkswagen may not be able to adjust its production capacity sufficiently and timely.

Production capacity for each vehicle project is planned several years in advance on the basis of expected sales developments. Future sales are subject to a wide range of factors, including market dynamics and cannot be estimated with certainty. In particular, the ongoing transformation in the automotive industry makes it more difficult to forecast future sales of electric, hybrid and traditional vehicles, which increases the risk of Volkswagen's production planning. If Volkswagen's sales forecasts prove to be too optimistic, there is a risk that available capacity is underutilized, while pessimistic forecasts could lead to capacity being insufficient to meet demand.

Various factors can cause overall demand for vehicles or demand for particular vehicle models to fluctuate. This requires Volkswagen to continuously adjust production capacity at its many facilities worldwide. As the range of Volkswagen's models grows, while at the same time product lifecycles become shorter, the number of new vehicle

start-ups and the risks related to production planning at Volkswagen's sites increase. The processes, quality and technical systems used for this are complex and there is thus a risk that vehicle deliveries could be delayed, negatively affecting demand and consumer satisfaction.

Volkswagen utilizes certain measures such as flexible work hours and production network configuration to calibrate production capacity. However, Volkswagen or its important suppliers may not be able to adjust production capacity sufficiently and timely if demand fluctuates beyond the limits of their organizational and technical flexibility. In addition, Volkswagen may not be able to adjust production capacity as planned for political, regulatory or legal reasons. Any restructuring measures could lead to significant one-time costs. If Volkswagen's competitors can react more effectively, they could gain market share, which could have a material adverse effect on Volkswagen's general business activities, net assets, financial position and results of operations.

Recently, the spread of the SARS-CoV-2 pandemic has had a material impact on Volkswagen's production capacity, leading to the slowdown or temporary closure of Volkswagen facilities worldwide and has presented financial challenges for Volkswagen, as its fixed operating costs could not be fully reduced in line with the decrease in revenue at the height of the pandemic. These measures may be continued or further measures may be necessary in the future. Volkswagen expects that these developments will adversely affect its revenues, net assets, cash flows, financial condition and results of operations. See also "*The recent outbreak of SARS-CoV-2 has had a material adverse effect on Volkswagen's business, affecting sales, production and supply chains, and employees. Further, the spread of the SARS-CoV-2 outbreak has caused and may continue to cause severe disruptions in the European and global economy and financial markets and could potentially create widespread business continuity issues.*"

Unforeseen business interruptions to production facilities may lead to production bottlenecks or downtime, and deviations from planning in connection with large projects may hinder their realization.

Volkswagen has numerous production facilities worldwide. The production facilities may be disrupted or interrupted. These disruptions or interruptions can occur for reasons beyond Volkswagen's control (such as airplane crashes, terrorism, epidemics – such as the recent SARS-CoV-2 pandemic - or natural catastrophes) or for other reasons (such as fire, explosion, release of substances harmful to the environment or health, or strikes). Operational disruptions and interruptions may lead to significant production downtimes.

Volkswagen believes that it maintains a suitable level of insurance with respect to these risks based on a cost benefit analysis. However, insurance may not fully cover the aforementioned scenarios. Special risks may arise during large projects. In particular, risks may arise from contracting deficiencies, mistakes in costing, post-contracting changes in economic and technical conditions, deviations in product launches (e.g., launch costs, start of production date), weaknesses in project management and poor performance on the part of subcontractors.

Any production downtime or stoppage, or deviation from planning in connection with a large project, can have a material adverse effect on Volkswagen's reputation and general business operations. In the case of insufficient insurance coverage, any of these can also have a material adverse effect on Volkswagen's net assets, financial position and results of operations.

Recently, the rapid spread of the SARS-CoV-2 pandemic has led to regional, national and international restrictions on the business activities of Volkswagen and its suppliers and the unavailability of critical workforce, contributing to the decision to slow down or suspend production at Volkswagen's facilities worldwide. These measures may be continued or further measures may be necessary in the future. Volkswagen expects that these developments will adversely affect its revenues, net assets, cash flows, financial condition and results of operations. See also "*The recent outbreak of SARS-CoV-2 has had a material adverse effect on Volkswagen's business, affecting sales, production and supply chains, and employees. Further, the spread of the SARS-CoV-2 outbreak has caused and may continue to cause severe disruptions in the European and global economy and financial markets and could potentially create widespread business continuity issues.*"

Environmental and Social risks

Volkswagen is subject to a range of different environmental regulatory and legal requirements worldwide that are constantly changing; and not meeting CO2-related regulations could lead to substantial fees, penalties, damages and other materially adverse effects.

Volkswagen's business operations worldwide are subject to comprehensive and constantly changing government regulations. This includes automobile design, manufacture, marketing and after-sales services or measures undertaken to encourage customer loyalty to the vehicle and brand following sale, including vehicle recycling, vehicle registration and operation regulations, and activities in the financial services sector. Further, Volkswagen is subject to numerous regulatory requirements on the national and international level regarding the use, handling and storage of various substances (including restrictions or prohibitions on the use of chemicals, heavy metals,

biocidal products and persistent organic pollutants) in the manufacturing process and their use in Volkswagen's products, including the use of parts provided by suppliers.

Volkswagen must comply with various regulatory requirements that are not always homogeneous, and which are subject to increasing governmental scrutiny and enforcement. This applies in particular to regulatory requirements for the protection of the environment, health and safety. Vehicles are particularly affected by regulatory requirements concerning fuel economy, CO_2 and other emission limits (such as NOx), as well as tax regulations in relation to CO_2 or fuel consumption-based motor vehicle tax models. Due to different limits in various countries, Volkswagen is often unable to market a vehicle with the same specifications worldwide. In addition, the operation of older vehicles (including Volkswagen's own products) may be restricted in particular cities or regions, by a lowering of regulatory limits after the vehicle's sale in response to, among other things, local air quality.

For example, the European Commission has imposed increasingly stricter regulations regarding CO2 emissions of all passenger cars (calculated on a fleet average) offered for sale in the European Union. Since 2015, Volkswagen's entire new fleet (calculated on yearly registrations) has had to meet a limit of 130g CO2/km. From 2020 onward, the average industry emissions from all European passenger car fleet has to meet 95g CO2/km (while in 2021 the target will be transferred from NEDC to WLTP). For light commercial vehicles, the EU's CO2 regulation set limits to be met from 2014 onwards; with targets having been phased in gradually - the average CO2 emissions from newly registered commercial vehicles was limited to 175g CO2/km. From 2020, an industry target of 147g CO2/km will apply.

The EU targets for both passenger cars and commercial vehicles are to be further tightened from 2025. For new European passenger car fleets, a reduction of 15% compared to 2021 levels will be required from 2025 and, from 2030 onwards, a reduction of 37.5% will be required. For new light commercial vehicle fleets, from 2025, the required reductions will be 15% compared to 2021 levels and 31% from 2030 onwards. Volkswagen anticipates that targets can only be achieved through a high proportion of electric vehicles. Starting with 2020, non-fulfillment of the fleet-wide targets will incur an excess emission premium of €95 per exceeded gram of CO2/km per vehicle sold.

At the same time, regulations governing fleet fuel consumption are in place or are being developed and introduced outside the European Union, for example in Brazil, Canada, China, India, Japan, Mexico, Saudi Arabia, South Korea, Switzerland, Taiwan and the US. In China, the fuel consumption regulations currently require an industry average fleet target of 5.0 liters/100 km, for 2020 (NEDC) and 4.6 liters/100 km in 2025 (WLTP). In addition to this legislation on fleet consumption, a so-called "new energy vehicle quota" applies in China, requiring every manufacturer to increase the share of electric vehicles in its total sales. The quota for 2020 is 12%, to be fulfilled through battery-electric vehicles, plug-in hybrids, or fuel cell vehicles with further increased targets after 2020. Finally, due to the extension of greenhouse gas legislation in the US (the law was signed in 2012), uniform fuel consumption and greenhouse gas standards apply in all federal states in the period from 2017 to 2025.

Commercial vehicles are also increasingly subject to ever stricter environmental regulations all around the world, particularly to regulations relating to climate change and vehicle emissions. The EU has set very ambitious targets for reducing CO_2 emissions within the next decade for new heavy trucks with a permitted gross weight of over 16 tonnes. The CO_2 emissions from such vehicles must be reduced by 15% by 2025 and 30% by 2030 compared to a reference value for a monitoring period from July 2019 to June 2020. If they fail to meet these targets, vehicle manufacturers will be liable to substantial penalties for the excess emissions, amounting to €4,250 per excess gram of CO_2/ton-kilometer (tkm) per vehicle for the period from 2025 to 2029 and €6,800 per excess gram of CO_2/tkm per vehicle for the period from 2030 onward.

Future legislative measures at the level of the European Union, its Member States or other countries (including their political subdivisions such as individual States in the United States) may also pose risks for Volkswagen, such as risks from the obligation to take back end-of-life vehicles or risks arising from an integrated energy and climate protection program that could require alterations in permitted or favored fuel sources to be used in vehicles or could result in significant changes to requirements governing permissible air emissions from vehicles. Volkswagen expects that in order to comply with fuel economy and emission control requirements, it will be required to offer a significant volume of hybrid or electric vehicles, as well as implement new technologies for conventional internal combustion engines, all at increased cost levels. There is no assurance that Volkswagen will be able to produce and sell vehicles that use such technologies profitably or that customers will purchase such vehicles in the sufficient quantities for Volkswagen to comply with applicable regulations.

The costs of compliance with regulatory requirements are considerable, and such costs are likely to increase further in the future, given the expected increased scrutiny, regulatory changes or novel interpretations of current regulations and stricter enforcement by regulators globally. Failure to comply with applicable regulations could lead to the imposition of penalties, fees, damages, recalls, restrictions on or revocations of Volkswagen's permits and licenses (including vehicle certifications or other authorizations that must be in place before a particular

vehicle may be sold in the authorizing jurisdiction), restrictions on or prohibitions of business operations, reputational harm and other adverse consequences.

Volkswagen is subject to extensive ongoing investigations and claims in a number of jurisdictions worldwide in relation to the diesel issue. These proceedings could lead to further substantial fines, penalties, damages and other materially adverse effects which cannot be estimated fully at present. For more information, see "*Government authorities in a number of jurisdictions worldwide have conducted and are continuing to conduct investigations of Volkswagen regarding findings of irregularities relating to exhaust emissions from diesel engines in certain Volkswagen Group vehicles. The results of these and any further investigations, and related civil and criminal litigation, may have a material adverse effect on Volkswagen's business, financial position, results of operations, and reputation, as well as the prices of its securities, including the Notes, and its ability to make payments under its securities.*"

Volkswagen is exposed to environmental and security-related liability risks.

Volkswagen operates complex industrial plants that manufacture, use, store, manage, generate, emit and dispose of various substances that may constitute a hazard to human life and health as well as to the environment and natural resources. In the past, environmentally hazardous substances from those operations may have entered and in the future, may enter the air, watercourses, especially groundwater, or surface or subsurface soils at Volkswagen facilities or third-party locations, and the environment, natural resources, human health, life and safety of persons and property may have been or may be affected or endangered otherwise because of those environmentally hazardous substances. Volkswagen may be jointly or severally liable, possibly regardless of fault and without any caps on liability, to remove or clean up such harm and to pay damages, including any resulting natural resource damages, arising from those environmentally hazardous substances. These risks could have a material adverse effect on Volkswagen's general business activities, net assets, financial position and results of operations.

Volkswagen's future success depends on its ability to attract, retain and provide further training to qualified employees and managers.

Volkswagen's success depends substantially on the quality of its employees and senior managers as well as employees in key functions. If Volkswagen loses important employees due to turnover, targeted recruiting by competitors or others, or age-related departures, this may lead to a significant drain on Volkswagen's know-how. Competition for qualified personnel is increasing, particularly in the area of automotive engineering, research and development, and is especially intense in areas requiring advanced technological skills. In addition, if Volkswagen's employees do not possess the skills and qualifications necessary to advance Volkswagen's strategic goals, there is a risk that these objectives (e.g., technological change) will not be met. If Volkswagen fails to retain qualified personnel to the necessary extent, or if it fails to recruit qualified personnel or to continue to train existing personnel, Volkswagen may not reach its strategic and economic objectives.

Volkswagen is dependent on good relationships with its employees and their unions.

Personnel expenses are a major cost factor for Volkswagen. Employees at Volkswagen's German locations and at a number of foreign subsidiaries have traditionally been heavily unionized. When the current collective agreements and collective wage agreements expire, Volkswagen may not be able to conclude new agreements on terms and conditions that Volkswagen considers to be reasonable. Furthermore, Volkswagen may be able to conclude such agreements only after industrial actions such as strikes or similar measures. If Volkswagen's production or other areas of business are affected by industrial actions for an extended period, this may have material adverse effects on Volkswagen's business, net assets, financial position and results of operations. In addition, Volkswagen's competitors may obtain competitive advantages if they succeed in negotiating collective wage agreements on better terms and conditions than Volkswagen. Foreign competitors, in particular, may also obtain competitive advantages due to more flexible legal environments.

In particular, Volkswagen faces risks from the collective wage agreement for long-term plant and job security (*Zukunftstarifvertrag*) entered into with the German Metalworkers Union (*Industriegewerkschaft Metall*) and the German Christian Metalworkers Union (*Christliche Gewerkschaft Metall*) applicable to Volkswagen's German locations (i.e. Wolfsburg, Braunschweig, Salzgitter, Emden, Kassel and Volkswagen Commercial Vehicles with its location in Hannover). This agreement became effective on January 1, 2009 and may be terminated at the end of a calendar quarter with a three-month notice period. The agreement, which is generally applicable to all employees of Volkswagen, rules out compulsory redundancies during its term. In addition, Volkswagen agreed to the target to keep the number of employees at its German locations stable, subject to additional structural measures agreed among management and the employees and their representatives. The agreement may limit Volkswagen's ability to react in a timely manner to a change in economic conditions. Moreover, the Board of Management and the General Works Council of Volkswagen have agreed on a pact for the future (*Zukunftspakt*), effective as of December 1, 2016. As part of the pact for the future, the parties agreed to continue the employment protection as stipulated in the collective wage agreement with the industrial union until at least December 31, 2025 and therefore

to avoid redundancies until then. In addition to measures regarding the rebalancing of personnel in accordance with business needs, the parties have agreed on measures in relation to safeguarding the future and in relation to efficiency, which will include job reductions. There can be no assurance that any benefits Volkswagen expects from the pact will be achieved.

In addition to the Zukunftspakt, the Board of Management and Volkswagen's General Works Council agreed on a digital transformation roadmap, with a focus on, among other things, personnel development, that ensures employees are prepared for the new challenges of digitization. The parties agreed to extend the employment guarantee through 2029 and to also include Volkswagen Sachsen GmbH alongside the existing Volkswagen German locations.

Volkswagen faces risks arising from pension obligations.

Volkswagen provides retirement benefits to its employees. To determine its pension obligations, Volkswagen makes certain assumptions. If these assumptions prove to be inaccurate, Volkswagen's balance sheet or actual pension obligations could increase substantially, and Volkswagen would have to raise its pension provisions.

Since January 1, 2001, Volkswagen has invested part of Volkswagen AG's and other German subsidiaries' remuneration-linked pension expenses in plan assets that qualify to offset Volkswagen's pension provisions. If the market value of plan assets falls, Volkswagen may have to substantially increase its pension provisions. Existing pension obligations are not fully covered by plan assets.

Factors such as currency, interest rate and fluctuations in securities prices may adversely affect the value of the plan assets. In such event, the value of the plan assets would fall short of the aggregate pension claims and Volkswagen would have to cover the short fall, which could materially adversely affect Volkswagen's net assets, financial position and results of operations.

Legal risks

Government authorities in a number of jurisdictions worldwide have conducted and are continuing to conduct investigations of Volkswagen regarding findings of irregularities relating to exhaust emissions from diesel engines in certain Volkswagen Group vehicles. The results of these and any further investigations, and related civil and criminal litigation, may have a material adverse effect on Volkswagen's business, financial position, results of operations, and reputation, as well as the prices of its securities, including the Notes, and its ability to make payments under its securities.

On September 18, 2015, the U.S. Environmental Protection Agency ("**EPA**") publicly announced in a "Notice of Violation" that irregularities in relation to nitrogen oxide ("**NOx**") emissions had been discovered in emissions tests on certain vehicles of Volkswagen Group with type 2.0 l diesel engines in the US. In this context, Volkswagen AG announced that noticeable discrepancies between the figures achieved in testing and in actual road use had been identified in around eleven million vehicles worldwide with type EA 189 diesel engines (2.0 liter and 3.0 liter four-cylinder engines). On November 2, 2015, the EPA issued a second "Notice of Violation" alleging that irregularities had also been discovered in the software installed in U.S. vehicles with Generation 1 and Generation 2 six-cylinder (V6) 3.0 l diesel engines.

Numerous governmental proceedings seeking damages, recalls and/or technical fixes for affected diesel vehicles, criminal and administrative proceedings, consumer claims and investor lawsuits were subsequently initiated in the US, Canada, Germany and the rest of the world. In the years 2015 to 2019, Volkswagen recognized expenses directly related to the diesel issue in the total amount of €31.3 billion, adversely affecting its operating profit, financial position and results of operations. Work in respect of the legal proceedings that are still pending in the US and the rest of the world is ongoing, will require considerable efforts and coordination from Volkswagen, may demand significant management resources, and is expected to continue for some time. Ongoing and potential further legal proceedings related to the diesel issue could result in considerable further financial charges.

In coordination with the respective responsible authorities, Volkswagen Group is making technical measures available to rectify the diesel issue in affected diesel vehicles worldwide. In this context, within the Volkswagen Group, Volkswagen AG has development responsibility for the four-cylinder diesel engines such as the type EA 189, and AUDI AG has development responsibility for the six- and eight-cylinder diesel engines such as the type V6 3.0 l and V8 diesel engines. These measures have resulted in, and may continue to result in, significant expenses for the Volkswagen Group.

In the USA Volkswagen AG and certain affiliates reached settlement agreements with various government authorities and private plaintiffs, the latter represented by a Plaintiffs' Steering Committee in a multidistrict litigation in the US state of California. These agreements resolved certain civil claims as well as criminal charges under US federal law and the laws of certain US states in connection with the diesel issue. As part of the agreements

entered into with the US Department of Justice ("**DOJ**") and the State of California (Plea Agreement and Third Partial Consent Decrees), a Compliance Monitor and Compliance Auditor were appointed for Volkswagen in 2017 for a term of three years. On October 17, 2019, Volkswagen announced that it has been granted a 90-day extension by DOJ and the Monitor to demonstrate that it has met its commitments under the terms of the Plea Agreement. Although Volkswagen AG and its subsidiaries and affiliates are firmly committed to fulfilling the obligations arising from these agreements, a breach of these obligations cannot be completely ruled out. In the event of a violation, significant penalties could be imposed as stipulated in the agreements, in addition to the possibility of further monetary fines, criminal sanctions and injunctive relief.

Several thousand consumers initially opted out of the settlement agreements, and many of these consumers filed civil lawsuits seeking monetary damages for fraud and violations of state consumer protection acts. As a result of various subsequent resolutions, fewer than 350 consumer opt-outs have claims pending against Volkswagen. A significant volume of the remaining opt-out cases are pending in the federal multidistrict litigation in California and in California state court. The first opt-out trial was held in late February and early March 2020 in the federal multidistrict litigation. In the aggregate, the ten opt-out plaintiffs were awarded a total of $28,735 in compensatory and punitive damages combined. In Canada, which has the same NOx emissions limits as the US, Volkswagen has reached settlements with consumers relating to 2.0l and 3.0l diesel vehicles, which, *inter alia*, provided for cash payments for completing free vehicle emissions modifications, buy-backs/trade-ins and early lease terminations, as applicable. In connection with these consumer settlements, Volkswagen Group Canada and the Canadian Competition Bureau reached civil resolutions related to consumer protection issues in relation to the 2.0 l and 3.0 l diesel engines.

Outside the US and Canada, Volkswagen has also reached agreements with regard to the implementation of technical measures with numerous authorities.

In agreement with the respective responsible authorities, the Volkswagen Group made technical measures available worldwide for virtually all diesel vehicles with type EA 189 engines. In the European Union (EU 28), the German Federal Motor Transport Authority ("**KBA**"– *Kraftfahrt-Bundesamt*) ascertained for all clusters (groups of vehicles) that implementation of the technical measures would not bring about any adverse changes in fuel consumption figures, CO_2 emission figures, engine output, maximum torque, and noise emissions. Nevertheless, the proposed technical measures are currently under varying stages of implementation and under consideration by the KBA. The discussions are ongoing, and their outcome is open. This may lead to further significant costs, regulatory proceedings and/or customer claims for damages.

Following the studies carried out by AUDI AG to check all relevant diesel concepts for possible irregularities and retrofit potentials, measures proposed by AUDI AG have been adopted and mandated by the KBA in various recall orders pertaining to vehicle models with V6 and V8 TDI engines. Currently, AUDI AG assumes that the total cost, including the amount based on recalls, of the ongoing largely software based retrofit program that began in July 2017 will be manageable and has recognized corresponding balance-sheet risk provisions. However, if AUDI AG's assumptions are incorrect and costs exceed expectations and balance-sheet provisions, AUDI AG and Volkswagen's results of operations and cash flows may be adversely affected. AUDI AG has in the meantime developed software updates for many of the affected powertrains and, after approval by the KBA, already installed these in the vehicles of a large number of affected customers. However, additional measures may become necessary as a result of the investigations by AUDI AG and the consultations with the KBA.

Worldwide, responsible authorities are continuing their review and assessment of the diesel concepts and of the technical solutions. Volkswagen may be required to repurchase vehicles sold in the US, Germany, Canada and elsewhere. This could lead to further significant costs. In 2018, the Korean Ministry of Environment ("**KME**") ordered a recall after it categorized (i) certain emissions strategies in the engine control software of various AUDI, Volkswagen and Porsche brand diesel vehicles with a V6 or V8 engine, and (ii) the Dynamic Shift Program (DSP) in the gearbox control in some AUDI vehicle models, as prohibited defeat devices. On August 21, 2019, the KME further announced that it has categorized an injection strategy of urea solution as an illegal emission defeat device and plans to (i) revoke the certifications of eight AUDI, Volkswagen and Porsche brand diesel vehicles with V6 engines, (ii) issue a recall order and an advance notice for administrative fines, and (iii) refer the manufacturers to the prosecutors' office in criminal proceedings. In addition, AUDI AG is responding to requests from the U.S. authorities for information regarding automatic gearboxes in certain vehicles. Furthermore, if the technical solutions implemented by Volkswagen in order to rectify the diesel issue are not implemented in a timely or effective manner or have an undisclosed negative effect on the performance, fuel consumption or resale value of the affected vehicles, regulatory proceedings and/or customer claims for damages could be brought in the future. Further field measures with financial consequences cannot be ruled out completely at this time.

Alongside coordination with authorities on technical measures, there are ongoing criminal and administrative proceedings in relation to the diesel issue in the US, Germany and other countries worldwide.

In the US, Volkswagen has entered into agreements to resolve federal criminal liability relating to the diesel issue and to resolve civil penalties and injunctive relief under the U.S. Clean Air Act and other civil claims relating to the diesel issue. As part of its plea agreement, Volkswagen AG has pleaded guilty to three felony counts under US law – including conspiracy to commit fraud, obstruction of justice and using false statements to import cars into the US – and has been sentenced to three years' probation. DoJ investigations into the conduct of various individuals who may be responsible for criminal violations relating to the diesel issue remain ongoing. Volkswagen is required to cooperate with these investigations. In the event of non-compliance with the terms of the plea agreement, Volkswagen could face further penalties and prosecution. Volkswagen has also reached separate settlement agreements with the attorneys general of every U.S. state to resolve existing or potential consumer protection and unfair trade practices claims. Volkswagen has also settled the environmental claims of certain states. However, certain states and municipalities still have pending state or local environmental law claims against Volkswagen.

Investigations by various U.S. regulatory and other government authorities, including in areas relating to securities, tax and financing, are ongoing. In March 2019, the SEC filed a complaint in the U.S. District Court for the Northern District of California against Volkswagen AG, Volkswagen Group of America Finance, VW Credit and the former Volkswagen CEO, Martin Winterkorn, alleging violations of the antifraud provisions of the federal securities laws in connection with securities sold in the US. The SEC complaint seeks permanent injunctions, disgorgement of allegedly ill-gotten gains with prejudgment interest, and civil penalties. In addition, in May 2018, U.S. federal prosecutors unsealed charges in Detroit against, among others, former Volkswagen CEO Martin Winterkorn, which had been filed under seal in March 2018. Mr. Winterkorn is charged with a conspiracy to defraud the US, to commit wire fraud, and to violate the Clean Air Act from at least May 2006 through at least November 2015, as well as three counts of wire fraud. Should these proceedings result in adverse court decisions against the individuals involved, this could have a negative impact on the outcome of other proceedings against Volkswagen and/or could have other material adverse financial consequences.

In Canada, in December 2019, the Canadian federal environmental regulator filed charges against Volkswagen AG in respect of 2.0 l and 3.0 l Volkswagen and Audi vehicles at the conclusion of its criminal enforcement-related investigation into the diesel issue. Volkswagen AG cooperated with the investigation and agreed to a plea resolution addressing all of the charges. In January 2020, Volkswagen AG pleaded guilty to the charges and agreed to pay a penalty of C$196.5 million, which was approved by the court. Following this approval, the Ontario provincial environmental regulator withdrew its action against Volkswagen AG charging a quasi-criminal enforcement-related offense with respect to certain Volkswagen and Audi 2.0 l diesel vehicles. As to pending matters in Canada, an environmental class action has been authorized on behalf of residents in Quebec. This environmental class action was authorized on the sole issue of whether punitive damages could be recovered. While Volkswagen's appeals from the authorization ruling have been denied, the case remains in the early stages. Class action and joinder lawsuits have also been filed against Volkswagen in Canada, including alleged consumer protection and securities claims, asserting damages among other things. While a class action filed in Quebec provincial court was authorized as to claims relating to Volkswagen AG's shares, ADRs and debt securities, the case was dismissed by the Quebec court on April 16, 2020 for lack of jurisdiction. The plaintiff has at least thirty days to notice any appeal. A similar class action pertaining to shares and ADRs was also filed in the Province of Ontario. On August 15, 2018, the Ontario proceeding was dismissed by the Ontario court. While an appeal from this Ontario court ruling was noticed on September 14, 2018, the appeal was resolved before a hearing and dismissed.

In addition to the U.S. and Canadian proceedings, criminal investigations/misdemeanor proceedings have been opened in Germany by, among others, the public prosecutor's offices in Braunschweig, Stuttgart and Munich and by the Federal Financial Supervisory Authority ("**BaFin**" – *Bundesanstalt für Finanzdienstleistungsaufsicht*). Some of these regulatory offense proceedings against Volkswagen AG were terminated in 2018 and 2019, with the authorities issuing administrative notices imposing fines on Volkswagen Group companies.

Proceedings are ongoing in relation to current and former employees of Volkswagen. The public prosecutor's office in Braunschweig has issued indictments against one current and two former Volkswagen AG Board of Management members regarding their possible involvement in potential market manipulation in connection with the diesel issue. In July 2018, the public prosecutor's office in Braunschweig formally opened a misdemeanor proceeding in this regard against Volkswagen AG. In April 2019, the Braunschweig public prosecutors brought criminal charges, among others, against former Volkswagen CEO, Martin Winterkorn, in relation to alleged crimes tied to the diesel issue. The Stuttgart public prosecutor's office also confirmed that it is investigating, among others, the former CEO of Volkswagen AG, Martin Winterkorn, in his capacity as member of the management board of Porsche Automobil Holding SE ("**Porsche SE**"), regarding his possible involvement in potential market manipulation in connection with this same issue. Moreover, the Stuttgart public prosecutor's office has commenced a criminal investigation into the diesel issue against one board member and two employees of Dr. Ing. h.c. F. Porsche AG ("**Porsche AG**"), on suspicion of fraud and illegal advertising. Furthermore, the public prosecutor's

office in Munich II is investigating certain current and former employees in connection with the alleged anomalies in the NOx emissions of certain Audi vehicles with diesel engines in the US and Europe. In July 2019, the Munich II public prosecutor brought criminal charges against, among others, former Audi CEO, Rupert Stadler, in relation to alleged crimes tied to the diesel issue. Should any of these ongoing proceedings, especially those headed against (former) board members, result in final criminal court decisions against these individuals, it could result in substantial additional costs and have a material adverse effect on Volkswagen's business, financial position, results of operations, and reputation, and could have an impact on the consolidated financial statements and on the group management report for 2019 and prior years.

There are additional regulatory, criminal and/or civil proceedings in several jurisdictions worldwide. Volkswagen continues to cooperate with government authorities. However, there is a risk the criminal administrative proceedings discussed above, or any other further claims that may arise, could ultimately result in further fines for Volkswagen.

Customers, consumer associations and/or environmental associations in the affected markets have filed civil lawsuits against Volkswagen AG, other Volkswagen Group companies and non-Volkswagen Group importers and dealers involved in the sales process. In addition, it is possible that importers and dealers could assert claims against Volkswagen, for example through recourse claims. Further lawsuits are possible.

Product related class action, collective or mass proceedings against Volkswagen AG and other Volkswagen Group companies are pending in various countries such as Australia, Belgium, Brazil, Germany, Italy, the Netherlands, Portugal, South Africa, the United Kingdom and the US. These proceedings are lawsuits aimed among other things at asserting damages, rescission of the purchase contracts or seeking declaratory judgments that customers are entitled to damages. Some of these proceedings are in the early stages and it is difficult to assess their prospects of success, the allegations and the claimants' precise causes of action or to quantify the exposure. However, should these actions be resolved in favor of the claimants, they could result in significant civil damages, fines, the imposition of penalties, sanctions, injunctions and other consequences for Volkswagen. In Germany for example, Volkswagen reached a settlement with the Verbraucherzentrale Bundesverband e.V. (Federation of Consumer Organizations) involving approximately 260,000 customers, who are, as a result, entitled to submit an offer for a settlement agreement. While so far approximately 240,000 consumers decided to submit an offer, Volkswagen cannot estimate how many of approximately 20,000 customers who decided to not submit an offer, will file individual lawsuits. Individual lawsuits and similar proceedings are pending against Volkswagen in various countries, most of which are seeking damages or rescission of purchase contracts. In Germany, there are around 70 thousand such individual lawsuits. On May 5, 2020, at a preliminary hearing at the German Supreme Court (*Bundesgerichtshof*) in connection with one of the individual lawsuits, the Supreme Court expressed a view favorable to the plaintiff on the merits but emphasized the need to compensate Volkswagen for the plaintiff's use of the car. A decision is expected on May 25, 2020. This decision is expected to have an impact on other individual lawsuits pending across Germany. A total of approximately one thousand three hundred additional lawsuits are pending in other countries. Volkswagen cannot estimate how many customers will choose to file lawsuits in the future in addition to those already pending.

Furthermore, private and institutional investors from Germany and other jurisdictions (including the U.S. and Canada) are pursuing claims seeking significant damages against Volkswagen AG for allegedly omitting or delaying the immediate publication of supposed price sensitive insider information relating to the diesel issue and making wrongful financial reporting or false or misleading statements, as well as, in some cases, alleging tort and prospectus liability claims. The claims relate to Volkswagen AG's shares and other securities, including bonds, issued by Volkswagen Group companies, as well as third-party securities. Further investor claims could be brought.

The vast majority of these investor lawsuits are currently pending at the Regional Court in Braunschweig. In 2016, the Regional Court in Braunschweig ordered that common questions of law and fact be referred to the Higher Regional Court (*Oberlandesgericht*) in Braunschweig for binding declaratory rulings pursuant to the German Act on Model Case Proceedings in Disputes Regarding Capital Market Information ("**KapMuG**" – *Kapitalanleger-Musterverfahrensgesetz*). All lawsuits at the Regional Court in Braunschweig will be stayed pending resolution of the common issues, unless the cases can be dismissed for reasons independent of the common issues that are to be adjudicated in the model case proceedings. The resolution in the model case proceedings of the common questions of law and fact will be binding for all pending cases that have been stayed in the described manner. Oral argument hearings in the model case proceeding began in September 2018 and are being continued at subsequent hearings.

Outside the US and Canada, investor lawsuits, judicial applications for dunning procedures and conciliation proceedings, and claims under the KapMuG are currently pending against Volkswagen AG in connection with the diesel issue, amounting to an aggregated exposure of approximately €9.6 billion.

In the U.S., a putative class action has also been filed on behalf of purchasers of certain USD-denominated Volkswagen bonds, alleging that these bonds were trading at artificially inflated prices due to Volkswagen's alleged misstatements and omissions to disclose material facts, and that the value of these bonds declined after the EPA issued its "Notices of Violation". This lawsuit has also been consolidated in the federal multidistrict litigation proceeding in the State of California described above. No provisions have been recognized. In addition, contingent liabilities have not been disclosed as they currently cannot be measured.

Overall, Volkswagen Group recognized expenses directly related to the diesel issue in the total amount of €31.3 billion in the years 2015 to 2019, adversely affecting its operating profit, financial position and results of operations. Expenses recognized in operating profit relating to the diesel issue amounted to €3.2 billion in fiscal year 2018 and were mainly attributable to the legally final administrative fine orders imposed by the public prosecutor's office in Braunschweig against Volkswagen AG (€1.0 billion) and by the Munich II public prosecutor's office against AUDI AG (€0.8 billion), higher legal risks and legal defense costs, as well as higher expenses for technical measures. In fiscal year 2019, additional expenses of €2.3 billion had to be recognized in connection with the diesel issue. Charges of €2.6 billion were recognized under other operating expenses, which arose from the administrative fine order of €0.5 billion issued by the Stuttgart Public Prosecutor, which ended the ongoing regulatory offense proceeding against Porsche AG, and higher provisions for legal risks. This was set against the reversal of reserves for technical measures of €0.3 billion, which reduced cost of sales.

In addition, contingent liabilities were disclosed in relation to the diesel issue in the aggregate amount of €3.7 billion as of December 31, 2019 (December 31, 2018: €5.4 billion), of which lawsuits filed by investors account for €3.4 billion (December 31, 2018: €3.4 billion). Also included are certain elements of the class action lawsuits relating to the diesel issue as well as criminal proceedings/misdemeanor proceedings as far as these can be quantified. As some of these proceedings are still at a very early stage, the plaintiffs have in a number of cases so far not specified the basis of their claims and/or there is insufficient certainty about the number of plaintiffs, or the amounts being claimed.

Evaluating known information and making reliable estimates for provisions is a continuous process. The provisions recognized, and the contingent liabilities disclosed as well as the other latent legal risks in the context of the diesel issue are in part subject to substantial estimation risks given that the fact-finding efforts have not yet been concluded, and due to the complexity of the individual relevant factors and the ongoing coordination with the authorities. As a result, Volkswagen could be subject to further considerable financial charges that exceed its current estimates. Furthermore, new information not known to Volkswagen's Board of Management at present may surface, requiring further revaluation of the amounts estimated. Considerable financial charges may be incurred, and further substantial provisions may be necessary as the issues and legal risks, fines and penalties crystallize.

In addition to ongoing, extensive investigations by governmental authorities in various jurisdictions worldwide, further investigations (including in relation to areas carved out of the plea agreement with the U.S. authorities, such as tax) could be launched in the future and existing investigations could be expanded. Furthermore, there could be pending or threatened claims against the Volkswagen Group of which Volkswagen's management is not yet aware. Ongoing and future investigations may result in further legal actions being taken against Volkswagen or some of its employees. These actions could include the following: additional assessments of substantial criminal and civil fines as well as forfeiture of gains; the imposition of penalties, sanctions and injunctions against future conduct; the loss of vehicle type certifications; and sales stops and business restrictions. The timing of the release of new information on the investigations and the maximum amount of penalties that may be imposed cannot be reliably determined at present. New information may arise at any time, including after the offer, sale and delivery of the Notes.

Any of the above-described negative developments could result in substantial additional costs and have a material adverse effect on Volkswagen's business, financial position, results of operations, and reputation, as well as on the prices of its securities and its capability to make payments under its securities, including the Notes.

Moreover, the issues described above have caused or could cause the following effects:

- damage to Volkswagen's reputation or brand image and impairment of Volkswagen's relationship with customers, dealers, suppliers, other important business partners, employees and investors, which could be exacerbated by negative publicity and perception that Volkswagen is insufficiently communicating these developments;

- lower sales, sales prices and margins and higher marketing and sales expenses for new and used Volkswagen Group vehicles, including the cost of Volkswagen having to perform inspections of vehicles free of charge which could have an adverse impact on Volkswagen's ability to compete, as a result of which Volkswagen could lose significant sales revenue;

- higher product inventories, which could increase working capital requirements;
- an adverse impact on Volkswagen's ability to pursue its strategic goals;
- an impairment of Volkswagen's ability to obtain financing required to maintain its operations, rendering Volkswagen's funding sources less efficient and more costly. Volkswagen's credit ratings have been downgraded in the wake of these findings and could be subject to further downgrades, see "Financial Risks—Volkswagen may not succeed in refinancing its capital requirements in due time and to the extent necessary, or at all. There is also a risk that Volkswagen may refinance on unfavorable terms and conditions";
- an early redemption of asset-backed securities with respect to which Volkswagen Group vehicles with diesel engines serve as collateral;
- Volkswagen having to dispose of certain assets, brands, subsidiaries or investments at prices below their fair market value in order to cover emissions-related financial liabilities, especially if the timing of any emissions-related payments leads to constraints on Volkswagen's cash flows; and
- an erosion of Volkswagen's competitive position due to reduced investments.

The majority of the investigations, proceedings and litigation are ongoing at this time. These proceedings could take an extended period of time to resolve, and Volkswagen cannot predict when they will be completed or what their outcomes will be, including the potential effect that their results or the reactions of third parties thereto may have on Volkswagen's business.

Future developments in these investigations, proceedings and litigation, the need to respond to the requests of governmental authorities and private plaintiffs, and the need to cooperate in these proceedings, especially if Volkswagen is not able to resolve these matters in a timely manner, could divert management's attention and resources from other issues facing Volkswagen's business.

The results of these and any future investigations, proceedings and litigation may have a material adverse effect on Volkswagen's business, financial position, results of operations, and reputation, as well as on the prices of its securities and its ability to make payments under its securities and may result in a negative net cash flow. If Volkswagen's efforts to address, manage and remediate the issues described above are not successful, Volkswagen's business, reputation and competitive position could suffer substantial and irreparable harm. Additionally, the emissions issue could affect or exacerbate the impact of the other risks Volkswagen faces as described in this Prospectus.

The diesel issue led to a review and ongoing reforms of Volkswagen's internal controls, compliance function and company culture. If these reforms are not completed and future material compliance failures occur, Volkswagen could be exposed to significant adverse consequences.

In the wake of the diesel issue and in accordance with the settlement agreements between Volkswagen and the U.S. government, Volkswagen has initiated programs and projects to enhance its internal controls, procedures and compliance systems to strengthen its culture of integrity and accountability. Behaving with integrity is a prerequisite for Volkswagen's future commercial success.

Among other things, Volkswagen's efforts include improvements of internal controls for its product development process and the testing of vehicles, reforms of its whistleblower system, revisions to its code of conduct, increased employee training, improvements to its risk assessment systems, and creation of a centralized integrity management function by setting up a new Board of Management position for Integrity and Legal Affairs. The so-called Golden Rules (internal procedures developed to optimize Volkswagen's operational internal control system) set forth certain minimum requirements for engine control unit software development, emission certification and escalation management. In addition, pursuant to the settlement agreements with the U.S. authorities, Volkswagen is required to retain for a three-year period an external independent compliance monitor/compliance auditor to review and audit Volkswagen's compliance with its obligations under the settlement agreements. Larry D. Thompson was appointed as the independent compliance monitor in April 2017. Mr. Thompson submitted his initial review report under the plea agreement in March 2018. On February 8, 2019, Mr. Thompson submitted his first follow-up review report under the plea agreement. In November 2019, the Mr. Thompson submitted his second follow-up review report under the plea agreement. Additionally, on August 17, 2018 and August 16, 2019, Mr. Thompson submitted his first and second annual reports under the Third Partial Consent Decrees. Volkswagen is working to address the recommendations set forth in Mr. Thompson's reports. On October 17, 2019, Volkswagen announced that it has been granted a 90-day extension by DOJ and the Monitor to demonstrate that it has met its commitments under the terms of the Plea Agreement.

On August 13, 2019, Volkswagen and the US Environmental Protection Agency entered into an administrative agreement with a three-year term, seeking to resolve all administrative matters that relate to suspension and debarment arising from the Plea Agreement. Pursuant to the administrative agreement, Volkswagen has also retained an Independent EPA Auditor for the duration of this agreement.

The goal of these measures is to reinforce Volkswagen's governance and compliance to help deter and prevent future misconduct. Nevertheless, there remains a risk that Volkswagen fails to effectively implement the revised rules and procedures and that employees do not comply with them or otherwise fail to act in a lawful manner at all times. This could lead to penalties, liabilities, reputational damage and materially adverse business consequences. In addition, violations of Volkswagen's obligations under the settlement agreements cannot be ruled out. In this case, significant penalties could be imposed as stipulated in the agreements, in addition to the possibility of further monetary fines, criminal sanctions and injunctive relief.

Volkswagen's compliance and risk management systems may prove to be inadequate to prevent and discover breaches of laws and regulations and to identify, measure and take appropriate countermeasures against all relevant risks.

In connection with its worldwide business operations, Volkswagen must comply with a range of legislative requirements in a number of countries. Volkswagen maintains a compliance management system that supports Volkswagen's operational business processes, helps to ensure compliance with legislative provisions and, where necessary, initiates appropriate countermeasures.

Members of Volkswagen's governing bodies, employees, authorized representatives or agents may violate applicable laws, and internal standards and procedures. Volkswagen may not be able to identify such violations, evaluate them correctly or take appropriate countermeasures. Furthermore, Volkswagen's compliance and risk management systems may not be appropriate to the company's size, complexity and geographical diversification and may fail for various reasons. In addition, on the basis of experience, Volkswagen cannot rule out that, for example in contract negotiations connected with business initiation, members of Volkswagen's governing bodies, employees, authorized representatives or agents have accepted, granted or promised advantages for themselves, Volkswagen or third parties, have applied comparable unfair business practices, or continue to do so. Volkswagen's compliance system may not be sufficient to prevent such actions. See also "*Government authorities in a number of jurisdictions worldwide have conducted and are continuing to conduct investigations of Volkswagen regarding findings of irregularities relating to exhaust emissions from diesel engines in certain Volkswagen Group vehicles. The results of these and any further investigations, and related civil and criminal litigation, may have a material adverse effect on Volkswagen's business, financial position, results of operations, and reputation, as well as the prices of its securities, including the Notes, and its ability to make payments under its securities.*" and "*The diesel issue led to a review and ongoing reforms of Volkswagen's internal controls, compliance function and company culture. If these reforms are not completed and future material compliance failures occur, Volkswagen could be exposed to significant adverse consequences.*"

The occurrence of these risks may result in a reputational loss and various adverse legal consequences, such as the imposition of fines and penalties on Volkswagen or members of its governing bodies or employees, or the assertion of damages claims. Volkswagen is particularly exposed to these risks with respect to its minority interests and joint ventures, as well as its listed subsidiaries, where it is difficult and, in some cases, possible only to a limited extent to integrate these entities fully into Volkswagen's compliance and risk management systems.

Volkswagen may fail to adequately protect its intellectual property and know-how or may be liable for infringement of third-party intellectual property.

Volkswagen owns a large number of patents and other intellectual property rights, a number of which are of essential importance to Volkswagen's business success. Despite ownership of these rights, Volkswagen may fail to enforce claims against third parties to the extent required or desired. Volkswagen's intellectual property rights may be challenged, and Volkswagen may not be able to secure such rights in the future. In particular, there is a heightened risk that Volkswagen may not be in a position to secure all necessary intellectual property rights with respect to the development of new technologies, as part of Volkswagen's collaborative partnerships or otherwise.

Furthermore, third parties (including joint venture partners or partners in collaborative projects) may violate Volkswagen's patents and other intellectual property rights and Volkswagen may not be able to prevent such violations for legal or practical reasons. This applies to product piracy where Volkswagen's vehicles and components are copied, possibly with poor quality, resulting in additional reputational and warranty risks. Trade secrets and know-how that cannot be safeguarded through intellectual property rights are also important for Volkswagen's business success. Volkswagen may be unable to prevent disclosure of trade secrets.

Volkswagen may also infringe patents, trademarks or other third-party rights or may not have validly acquired service inventions. Furthermore, Volkswagen may not obtain the licenses necessary for its business success on

reasonable terms in the future. If Volkswagen is alleged or determined to have violated third-party intellectual property rights, it may have to pay damages, modify manufacturing processes, redesign products or may be barred from marketing certain products. Volkswagen could also face costly litigation. These risks could lead to delivery and production restrictions or interruptions and materially adversely affect Volkswagen's general business activities, net assets, financial position and results of operations.

Volkswagen is exposed to risks in connection with product-related guarantees and warranties as well as the provision of voluntary services, in particular in relation to recall campaigns.

As a result of contractual and legal provisions, Volkswagen is obliged to provide extensive warranties to its dealers, importers and national distributors (quality defect liability) as well as, in certain countries, to customers. Volkswagen may face additional liability depending on the applicable laws and contractual obligations.

As a rule, Volkswagen forms provisions for these obligations on an ongoing basis. Nevertheless, relative to the guarantees and warranties that it grants, Volkswagen may have set the calculated product prices and the provisions for guarantee and warranty risks too low or may do so in the future. Volkswagen's suppliers have also provided guarantees and warranties, however, when claims are made against them, these suppliers may not be able to fulfill their obligations.

Supervisory authorities may request that Volkswagen performs recall campaigns and could compel a recall and modification of Volkswagen's products or components included in Volkswagen's products. Frequently, such recalls concern a smaller number of vehicles. However, substantial numbers of vehicles could also be affected. The risk of a recall of a substantial number of vehicles could be exacerbated due to Volkswagen's application of modular vehicle components that are used for the production of vehicles across brands and classes.

Due to the diesel issue, Volkswagen was ordered to initiate a comprehensive recall in various jurisdictions to retrofit certain of its vehicles to bring their emissions systems into compliance with pollution regulations. For more information, see "*Government authorities in a number of jurisdictions worldwide have conducted and are continuing to conduct investigations of Volkswagen regarding findings of irregularities relating to exhaust emissions from diesel engines in certain Volkswagen Group vehicles. The results of these and any further investigations, and related civil and criminal litigation, may have a material adverse effect on Volkswagen's business, financial position, results of operations, and reputation, as well as the prices of its securities, including the Notes, and its ability to make payments under its securities.*" The related costs incurred to date are considerable and there could be additional substantial costs. There could be future recalls affecting additional jurisdictions and vehicles. The recalls could pose significant challenges to Volkswagen's dealers. Depending on the required repairs, in particular in the United States and Canada, dealers may lack sufficient technical capacities to implement the works on time. In addition, dealers may experience liquidity issues. To the extent Volkswagen is required to provide support to its dealer network in connection with any recalls, in particular in the United States, it may incur significant costs. Moreover, Volkswagen could be required to compensate dealers for any litigation claims they might face *vis-a-vis* their customers.

On May 5, 2016, the U.S. National Highway Traffic Safety Administration (NHTSA) announced, jointly with the Takata company, a further extension of the recall for various models from different manufacturers containing certain airbags produced by the Takata company. Recalls were also ordered by the local authorities in individual countries. The recalls also included models manufactured by the Volkswagen Group. Appropriate provisions have been recognized. Based on findings from Volkswagen's analysis program, further models were voluntarily recalled in certain countries with specific climate conditions. Currently, the possibility of further extensions to the recalls that could also affect Volkswagen Group models cannot be ruled out and could, therefore, have an adverse financial impact.

Volkswagen may not have claims against third parties (for example suppliers) for expenses and costs associated with recalls or part exchanges. Volkswagen may have designed products with product defects or may manufacture faulty products. Moreover, Volkswagen may provide services as a courtesy or for reputational reasons although Volkswagen is not legally obligated to do so.

Volkswagen's existing insurance coverage may not be sufficient and insurance premiums may increase.

Volkswagen has obtained insurance coverage in relation to a number of risks associated with its business activities that are subject to standard exclusions, such as willful misconduct. However, Volkswagen may suffer losses or claimants may bring claims that exceed the type and scope of Volkswagen's existing insurance coverage. Significant losses could lead to higher insurance premium payments. In addition, there are risks left intentionally uninsured based on Volkswagen's cost benefit analysis (such as, but not limited to, business interruption, interruptions following marine cargo damage, supplier insolvency, industrial disputes, specific natural hazards or comprehensive car cover), and Volkswagen therefore has no insurance against these events.

Where the risks arising from legal disputes and investigations can be assessed and insurance coverage is economically sensible, Volkswagen has purchased customary insurance coverage or recognized provisions or contingent liabilities in relation to these risks. However, as certain risks cannot be estimated or can be estimated only with difficulty, Volkswagen may incur losses that are not covered by insurance or provisions. In particular, this is the case concerning estimations of legal risks arising out of the diesel issue. As a result, legal risks could have a material adverse effect on Volkswagen's reputation, business, net assets, financial position and results of operations.

If Volkswagen sustains damages for which there is no or insufficient insurance coverage, or if it has to pay higher insurance premiums or encounters restrictions on insurance coverage, this may materially adversely affect Volkswagen's general business activities, net assets, financial position and results of operations.

Volkswagen is exposed to tax risks, which could arise in particular as a result of tax audits or as a result of past measures.

Volkswagen and its subsidiaries based in Germany are subject to regular tax audits. The most recent tax audit of the major Volkswagen Group companies based in Germany covered 2001 up to and including 2005. The back taxes have been paid. Volkswagen's foreign companies are subject to the audit requirements of their respective national tax authorities. Ongoing or future tax audits may lead to demands for back taxes, tax penalties and similar payments. Such payments may arise, for example, from the full or partial non-recognition of intra-group transfer prices. In countries where there are no limitation periods for tax payments (such as China), Volkswagen may also face demands for back taxes relating to earlier periods. Furthermore, German tax authorities may not accept all costs, expenses, fines or similar liabilities incurred by Volkswagen and its subsidiaries in Germany as a result of the diesel issue as tax deductible business expense.

In Brazil, the Brazilian tax authorities commenced tax proceedings against MAN Latin America; at issue in these proceedings are the tax consequences of the acquisition structure chosen for MAN Latin America in 2009. In December 2017, a final instance judgment that was negative for MAN Latin America was rendered in administrative court proceedings. MAN Latin America initiated proceedings against this judgment before the regular court in 2018. Due to the difference in the penalties plus interest which could potentially apply under Brazilian law, the estimated size of the risk in the event that the tax authorities are able to prevail overall with their view is laden with uncertainty. However, a positive outcome continues to be expected for MAN Latin America. Should the opposite occur, this could result in a risk of about €0.5 billion for the contested period from 2009 onwards, which has been reported within contingent liabilities as of March 31, 2020.

Volkswagen's provisions for tax risks may be insufficient to cover any actual settlement amount. Risks may also arise due to changes in tax laws or accounting principles. The occurrence of these risks could have a material adverse effect on Volkswagen's net assets, financial position and results of operations.

In Germany, investors have brought conciliation and legal proceedings against Volkswagen AG in connection with Porsche SE's acquisition of Volkswagen AG shares, claiming significant damages for alleged breaches of capital market laws.

In 2011, ARFB Anlegerschutz UG (*haftungsbeschränkt*) brought an action against Volkswagen AG and Porsche SE claiming damages for allegedly violating disclosure requirements under capital market law in connection with the acquisition of ordinary shares in Volkswagen AG by Porsche in 2008. The damages currently being sought are based on allegedly assigned rights and amount to approximately €2.26 billion plus interest. In April 2016, the District Court in Hanover had formulated numerous objects of declaratory judgement that the Cartel Senate of the Higher Regional Court (*Oberlandesgericht*) in Celle will decide on in model case proceedings under the German Capital Markets Model Case Act ("**KapMuG**" — *Kapitalanleger-Musterverfahrensgesetz*). In the first hearing on October 12, 2017, the Senate indicated that it currently does not see claims against Volkswagen AG as justified, both in view of a lack of substantiated submissions and for legal reasons. The Senate also held that some of the desired objects of declaratory judgment on the litigants' side may be inadmissible.

At the time (2010/2011), other investors had also asserted claims arising out of the same circumstances – including claims against Volkswagen AG – in an approximate total amount of €4.6 billion and initiated conciliation proceedings. Volkswagen AG always refused to participate in these conciliation proceedings; since then, these claims have not been pursued further.

Volkswagen AG continues to consider the alleged claims to be without merit. However, in the event of a settlement or an unfavorable decision in the legal proceedings, Volkswagen AG could sustain considerable losses.

The European Commission's antitrust proceedings involving Scania AB and MAN SE have resulted in the imposition of fines and further damages are being sought. Volkswagen is also subject to further antitrust investigations.

In 2011, the European Commission conducted searches at European truck manufacturers on suspicion of an unlawful exchange of information during the period 1997–2011 and issued a statement of objections to MAN, Scania and the other truck manufacturers concerned in November 2014. With its settlement decision in July 2016, the European Commission fined five European truck manufacturers. MAN's fine was waived in full as the company had informed the European Commission about the irregularities as a key witness.

In September 2017, the European Commission fined Scania €0.88 billion. Scania has appealed to the European Court of Justice in Luxembourg. Scania had already recognized a provision of €0.4 billion in 2016.

Furthermore, antitrust lawsuits for damages were received from customers. As is the case in any antitrust proceedings, this may result in further lawsuits for damages. Neither provisions nor contingent liabilities were stated because the early stage of proceedings makes an assessment currently impossible.

In April 2019 the European Commission issued a statement of objections to Volkswagen AG, AUDI AG, and Porsche AG in connection with the Commission's antitrust investigation of the automobile industry. These objections state the European Commission's preliminary evaluation of the matter and afford the opportunity to comment. The subject matter of the proceedings is limited to the cooperation of German automobile manufacturers on technical questions in connection with the development and introduction of Selective Catalytic Reduction (SCR) systems and gasoline particulate filters for passenger cars that were sold in the European Economic Area. The manufacturers are not charged with any other misconduct such as price fixing or allocating markets and customers. After receiving access to the investigation files starting in July 2019, Volkswagen in December 2019 filed its reply to the European Commission's statement of objections. In the same matter, the Chinese Competition Authority has also issued information requests to Volkswagen AG, AUDI AG, and Porsche AG, and commenced an administrative action.

In the proceedings against a number of captive automobile finance companies regarding potential competition law infringements (alleged exchange of competitively sensitive information), the Italian Competition Authority assessed a fine of €163 million against Volkswagen AG and Volkswagen Bank GmbH in January 2019. Provisions were recognized by Volkswagen Bank GmbH. Volkswagen AG and Volkswagen Bank GmbH filed an appeal against this decision in March 2019. In the same context, an antitrust class action lawsuit has furthermore been filed by customers in Italy against Volkswagen Bank GmbH, among others.

In March 2020, the US District Court for the Northern District of California dismissed two putative class action complaints brought by purchasers of German luxury vehicles alleging that, since the 1990s, several automobile manufacturers, including Volkswagen AG and other Group companies conspired to unlawfully increase the prices of German luxury vehicles in violation of US antitrust and consumer protection law. The court held that the plaintiffs have not stated a claim for relief because the allegations in the complaints do not plausibly support that the alleged agreements unreasonably restrained competition in violation of U.S. law. The court granted Plaintiffs leave to file amended complaints with respect to a limited subset of plaintiffs' original claims.

Plaintiffs in Canada filed claims with similar allegations on behalf of putative classes of purchasers of German luxury vehicles against several automobile manufacturers, including Volkswagen Group Canada Inc., Audi Canada Inc., and other Group companies. Neither provisions nor contingent liabilities were stated because the early stage of proceedings makes an assessment currently impossible.

In addition, a few national and international authorities have initiated antitrust investigations. Volkswagen is cooperating closely with the responsible authorities in these investigations. The above proceedings are currently pending, and it is too early to assess the potential consequences of the investigation on Volkswagen.

Volkswagen is subject to risks arising from legal disputes and government investigations.

In connection with its general business activities, Volkswagen, as well as entities in which Volkswagen holds a direct or indirect interest, are currently the subject of legal disputes and government investigations in Germany as well as abroad and may continue to be so in the future. Such disputes and investigations may, in particular, arise from Volkswagen's relationships with authorities, suppliers, dealers, customers, employees or investors. Volkswagen may be required to pay fines or take or refrain from taking certain actions. To the extent customers, particularly in the United States, assert claims for existing or alleged vehicle defects individually or in a class-action lawsuit, Volkswagen may have to undertake costly defense measures, reimburse plaintiffs' legal fees and pay significant damages, including punitive damages. Complaints brought by suppliers, dealers, investors or other third parties (such as governmental authorities or patent exploitation companies) in the United States and elsewhere may also result in significant costs, risks or damages. This particularly relates to current and future class-action

lawsuits, actions relating to patent rights and antitrust disputes among others. On November 1, 2018, the German Act on Model Declaratory Action came into effect, allowing certain entities to file an action for declaratory judgment on behalf of consumers. This law has already led to a significant increase in consumer litigation in Germany, including with respect to diesel-related litigation against Volkswagen and it may lead to further increases in litigation the future.

Furthermore, there may be investigations by governmental authorities in connection with Volkswagen's compliance with regulatory requirements, in particular where Volkswagen's and the regulators' interpretation of the applicable requirements differ. Uncertainties or differing assessments of risk surrounding enforcement or regulatory interpretations could result in substantial costs, including civil and criminal penalties. Investigations could relate to circumstances of which Volkswagen currently is not aware, or which have already arisen or will arise in the future, including supervisory and environmental law, competition law, state aid or criminal proceedings.

Risks may also emerge in connection with the adherence to regulatory requirements. This particularly applies in the case of regulatory grey areas where Volkswagen and the authorities responsible for the respective regulations may interpret the regulations differently. In addition, legal risks can arise from criminal activities of individual persons, which even the best compliance management system can never completely prevent.

See also "*Government authorities in a number of jurisdictions worldwide have conducted and are continuing to conduct investigations of Volkswagen regarding findings of irregularities relating to exhaust emissions from diesel engines in certain Volkswagen Group vehicles. The results of these and any further* investigations*, and related civil and criminal litigation, may have a material adverse effect on Volkswagen's business, financial position, results of operations, and reputation, as well as the prices of its securities, including the Notes, and its ability to make payments under its securities*".

Volkswagen is exposed to political, economic, tax and legal risks in numerous countries.

Volkswagen manufactures products in various countries, such as Germany, Sweden, Spain, the Czech Republic and the United States, in countries at the threshold of becoming industrialized nations, as well as those that only recently crossed such threshold, such as China, Brazil, Russia, India and Mexico. Volkswagen offers its products and services globally. In certain countries in which Volkswagen manufactures and sells products and services, the underlying conditions differ significantly from those in Western Europe, and there is less economic, political and legal stability. In a number of countries, there is a history of recurring political or economic crises and changes. This presents Volkswagen with risks over which it has no control, and which could have material adverse effects on its business activities and growth opportunities in these countries.

Demand for vehicles and production conditions in certain countries may be influenced by regulatory, foreign trade policy and other government market interventions. For example, restrictions on the granting or retention of approvals for vehicles or production facilities, international trade disputes, revocation of existing tax privileges, demand for the repayment of subsidies and the maintenance or introduction of new customs duties or other trade barriers such as import restrictions, may negatively affect Volkswagen's sales, procurement activities, production costs and expansion plans in the affected regions.

The expansion of bilateral and multilateral free-trade agreements between countries could also negatively affect Volkswagen's market position. This is particularly the case in Southeast Asia, where increasing numbers of Japanese companies are obtaining preferential market access based on free-trade agreements. Volkswagen's inability to gain access to markets or ability to do so only on restrictive terms could have a material adverse effect on Volkswagen's general business activities, net assets, financial position and results of operations.

Financial risks

Volkswagen is exposed to risks from volatile foreign exchange markets; changes in exchange rates, interest rates and commodity prices as well as respective hedging transactions may have a negative impact on Volkswagen operating result.

Volkswagen operates across numerous jurisdictions around the world, conducting business in multiple currencies and as a result, is exposed to financial risks that may arise from changes in interest rates, exchange rates, raw material prices, or share and fund prices. These market risks may have substantial adverse effects on Volkswagen's operating results and cash flows. Volkswagen enters into hedging transactions to lower currency, interest rate and commodity price risks. Management of these financial and liquidity risks is centrally operated by the Group's treasury department, using nonderivative and derivative financial instruments. However, these risks are not fully hedged and losses arising from hedging activities, together with the expenses of hedging transactions, may result in significant costs.

Volkswagen is exposed to the effects of changes in the exchange rates – especially against the euro - of several currencies that play a significant role in the group's worldwide operations. Such currencies include, the: Australian dollar, Brazilian real, British pound sterling, Canadian dollar, Chinese renminbi, Czech koruna, Hong Kong dollar, Hungarian forint, Indian rupee, Japanese yen, Mexican peso, Norwegian krone, Polish zloty, Russian ruble, Singapore dollar, South African rand, South Korean won, Swedish krona, Swiss franc, Taiwan dollar and U.S. dollar. When business and economic conditions are favorable, Volkswagen is normally able to obtain the equivalent of euro-denominated prices for its products and services. However, this is usually not possible during weak economic periods, with the result that a strong euro may have an intensified negative impact. This could affect results from hedging activities and adversely affect Volkswagen's operating results and cash flows.

Moreover, in order to manage the liquidity and cash needs of its day-to-day operations, Volkswagen holds a variety of interest rate sensitive assets and liabilities, exposing the group to interest rate risk. This also applies to the leasing and financing operations. Volkswagen 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 interest rate swaps and other interest rate contracts with generally matching amounts and maturities. However, if interest rates develop in an adverse manner and/or if Volkswagen's hedge positions are inadequate, this could result in losses, affect results from hedging activities, create liquidity issues, and adversely affect Volkswagen's operating results and cash flows.

Finally, the hedging of commodity prices entails risks relating to the availability of raw materials and price trends. See also: "*Volkswagen is exposed to risks arising from procurement of raw materials, potentially impacting its procurement, production, transport and service chains."* Volkswagen limits these risks mainly by entering into forward transactions and swaps. For example, Volkswagen hedges some of its requirements for commodities such as aluminum, lead, coal and copper over a period of up to six years, in the case of nickel for up to nine years. The precious metals platinum, palladium and rhodium have shorter hedging periods, generally amounting to a maximum of up to three years. Volkswagen has entered into similar transactions in order to supplement and improve allocations of CO_2 emission certificates. Compliance with environmental protection regulations and Volkswagen's strategy for e-mobility might increase Volkswagen's need for commodities used in catalytic converters and / or for batteries, in turn increasing hedge positions. Changes in prices due to high market demand for such commodities as well as changes in market values of hedges for such commodities might impact Volkswagen's ability to maintain appropriate hedge positions for affected commodities, and could in turn adversely affect Volkswagen's operating results.

The effects of the SARS-CoV-2 pandemic on the global economy have created significant volatility in exchange rates and commodity prices, caused interest rates to drop and severely disrupted financial markets. These developments have affected and could continue to affect results, including results from hedging activities, and may exacerbate the financial risks to which Volkswagen is exposed and could have a material adverse effect on Volkswagen's operating results and cash flows. See also "*The recent outbreak of SARS-CoV-2 has had a material adverse effect on Volkswagen's business, affecting sales, production and supply chains, and employees. Further, the spread of the SARS-CoV-2 outbreak has caused and may continue to cause severe disruptions in the European and global economy and financial markets and could potentially create widespread business continuity issues*".

Volkswagen may not succeed in financing or refinancing its capital requirements in due time and to the extent necessary, or at all. There is also a risk that Volkswagen may refinance on unfavorable terms and conditions.

Volkswagen depends on its ability to cover its financing requirements adequately. As of March 31, 2020, Volkswagen's noncurrent and current financial liabilities amounted to €206,473 million.

Volkswagen's Automotive Division and Financial Services Division carry out refinancing separately, but in principle are subject to the same financing risks. The Automotive Division finances itself primarily through retained, undistributed earnings as well as through borrowings in the form of bonds and other instruments. The Financial Services Division satisfies its funding requirements through the issuance of long and short-term debt securities out of money market and capital market programs, bank loans, operating cash flows, retail and wholesale deposits, central bank facilities and the securitization of lease and loan receivables. The Financial Services Division regularly funds itself via the Automotive Division.

Volkswagen's financing opportunities may be adversely affected by a deterioration in financial and general market conditions, a weakening of its credit profile and outlook as well as by a rating downgrade or withdrawal. In these cases, the demand from capital market participants for securities issued by Volkswagen may decrease, which could adversely impact the rates of interest Volkswagen has to pay and may result in lower capacity to access the capital markets.

The rapid global spread of the SARS-CoV-2 pandemic has resulted in a material deterioration of global economic conditions and financial markets, which may make it difficult for Volkswagen to obtain sufficient financing to

meet its needs or may prevent Volkswagen from being able to finance on reasonable terms or at all. This may have a material adverse effect on Volkswagen's business, net assets, financial position and results of operations.

Volkswagen AG's credit ratings were downgraded in the wake of the diesel issue and Volkswagen has in the past, and may experience in the future limited access to refinancing opportunities. In addition, the recent SARS-CoV-2 pandemic has and may continue to adversely affect the automotive industry, potentially affecting Volkswagen AG's credit ratings and refinancing opportunities. See also "*Government authorities in a number of jurisdictions worldwide have conducted and are continuing to conduct investigations of Volkswagen regarding findings of irregularities relating to exhaust emissions from diesel engines in certain Volkswagen Group vehicles. The results of these and any further investigations, and related civil and criminal litigation, may have a material adverse effect on Volkswagen's business, financial position, results of operations, and reputation, as well as the prices of its securities, including the Notes, and its ability to make payments under its securities.*" and "*The recent outbreak of SARS-CoV-2 has had a material adverse effect on Volkswagen's business, affecting sales, production and supply chains, and employees. Further, the spread of the SARS-CoV-2 outbreak has caused and may continue to cause severe disruptions in the European and global economy and financial markets and could potentially create widespread business continuity issues.*"

If financial and general market conditions deteriorate or credit spreads and/or the general level of interest rates increase, this would result in higher interest expenses for Volkswagen. If Volkswagen does not limit its exposure to changes in interest rates accordingly, it could incur materially higher financing costs which in turn would lead to lower profitability.

Volkswagen is exposed to the risk that a contract party will default or that the credit quality of its customers or other contractual counterparties will deteriorate.

Credit risk

Volkswagen is exposed to the risk that the credit quality of its retail customers and business partners (such as dealers and other corporate customers) may deteriorate and in the worst case that they may default (risk of counterparty default). This includes the risk of default on lease payments as well as on repayments of and interest payments on financing contracts (credit risk). Credit risk is influenced by, among other factors, customers' financial strength, collateral quality, overall demand for vehicles and general macroeconomic conditions. If, for example, an economic downturn lead to increased inability or unwillingness of borrowers or lessees to repay their debts, increased write-downs and higher provisions would be required, which in turn could adversely affect Volkswagen's results of operations. In addition, in the course of the diesel discussions, especially regarding potential driving bans in cities for older diesel vehicles, market prices and in turn collateral values of vehicles could decrease. Lower collateral values could negatively impact the asset situation of Volkswagen Group.

Volkswagen has implemented detailed procedures in order to contact delinquent customers for payment, arrange for the repossession of unpaid vehicles and sell repossessed vehicles. However, there is still the risk that Volkswagen's assessment procedures, monitoring of credit risk, maintenance of customer account records and repossession policies might not be sufficient to prevent negative effects for Volkswagen.

Volkswagen's dealers could encounter financial difficulties as a result of the diesel issue and regulatory or political decisions. Due to lower sales in new and used car business, or sales carried out with low or (in extreme cases) no margin due to a buying restraint of customers caused by the uncertainties surrounding the diesel issue or other factors, dealers may not be able to generate sufficient cash flows to meet their financial liabilities.

In addition, the SARS-CoV-2 pandemic could lead to a weakening of the global economy which in turn could have a negative impact on the creditworthiness of Volkswagen Group customers, both retail customers, dealers and fleet customers. Possibly increasing unemployment rates or short-time work could lead to increasing payment delays due to lower income for private customers. At the same time, Volkswagen's fleet customers could also be affected by a troubled economy and their solvency could be impaired by lower sales and thus lower cash flows and earnings. Additionally, fewer sales of motor vehicles can have a negative impact on dealers, so that payment difficulties can also arise here due to longer vehicle downtimes and a lack of revenue. A shift in consumption of retail customers due to the uncertain situation could initially lead to increasing drawdowns on credit lines in this context and subsequently lead to the failure of dealers. All of these scenarios would have a material negative impact on the assets, earnings and financial position of Volkswagen Group. See also "*The recent outbreak of SARS-CoV-2 has had a material adverse effect on Volkswagen's business, affecting sales, production and supply chains, and employees. Further, the spread of the SARS-CoV-2 outbreak has caused and may continue to cause severe disruptions in the European and global economy and financial markets and could potentially create widespread business continuity issues.*"

Counterparty risk / Issuer risk

Volkswagen is exposed to the risk of deterioration of the credit quality of its contractual counterparties in the money markets and the capital markets. In both its Automotive and Financial Services Divisions, Volkswagen maintains extensive business relationships with banks and financial institutions, in particular, to control liquidity through call money and fixed term deposits and to hedge against such risks as currency exchange rate, interest rate and commodity price risks using derivatives. Volkswagen incurs default risks with respect to the repayment of and interest on the deposits and the fulfillment of obligations under such derivatives. Volkswagen invests surplus liquidity in bonds and similar financial instruments, among others. If the credit quality of an issuer of these financial instruments deteriorates, or if such an issuer becomes insolvent, this may result in losses if Volkswagen sells the financial instrument before or at its maturity. This can even result in the issuer's default on the receivable.

If the macroeconomic environment were to deteriorate in the future, the risks described above could rise and Volkswagen may have to increase its risk provisioning. The foregoing risks could have a material adverse effect on Volkswagen's business, net assets, financial position and results of operations.

The Volkswagen Financial Services Division is dependent on Volkswagen Group sales, and any risk that negatively influences the vehicle delivery of the Volkswagen Group may have adverse effects on the business of the Financial Services Division.

The Volkswagen Financial Services Division, as a captive finance company, has a limited business model, namely the sales support of products of the Automotive Division. Thus, the financial success of the Financial Services Division depends largely on the success of the Automotive Division. The development of vehicle deliveries to customers of the Volkswagen Group is crucial and material to the generation of new contracts for the Financial Services Division. As a result, fewer vehicle deliveries would also result in reduced business for the Financial Services Division.

The reasons for fewer vehicle sales can be diverse, including but not limited to the following: If economic growth does not materialize to the extent expected or if economic conditions weaken in a particular market, the Volkswagen Group may sell fewer products in these markets or obtain lower-than-expected prices. Additionally, a lack of economic growth could lead to a decrease of deliveries to customers caused by intensified price competition among automotive manufacturers. Furthermore, a weakening economy is accompanied by lower disposable income from both existing and potential new customers. A decrease in customers' disposable income or their financial condition will generally have a negative impact on vehicle sales.

Recently, the rapid spread of the SARS-CoV-2 pandemic has led to a weakening of the global economy, which caused and may continue to cause to a corresponding drop in demand for vehicles, and in Volkswagen's ability to produce vehicles. Fewer vehicle sales could have a significant negative impact on the earnings position of the Financial Services Division and thus also on Volkswagen Group. See also "*The recent outbreak of SARS-CoV-2 has had a material adverse effect on Volkswagen's business, affecting sales, production and supply chains, and employees. Further, the spread of the SARS-CoV-2 outbreak has caused and may continue to cause severe disruptions in the European and global economy and financial markets and could potentially create widespread business continuity issues.*"

Moreover, further legal investigations might be launched in the future and existing investigations could be expanded. This may result in further legal actions being taken against the Volkswagen Group and could have a negative influence on customer behavior and the business of Financial Services Division. Finally, if regulatory/political decisions (e.g., sales stops, driving bans, WLTP) or technological developments (e.g., e-mobility) influence customer demand, the sales of Volkswagen Group could be negatively affected, resulting in less business opportunities for the Financial Services Division.

Although the Financial Services Division operates different brands in numerous countries, a simultaneous and strong reduction of vehicle deliveries in several core markets might result in negative volume and financial performance for the Financial Services Division. These risks could have a material adverse effect on Volkswagen's business activities, net assets, financial position and results of operations.

A decrease in the residual values or the sales proceeds of leased vehicles or vehicles financed with a product with balloon rate and return option could have a material adverse effect on the business, financial condition and results of operations of Volkswagen.

As a lessor under leasing contracts, including contracts with a balloon rate and return option for the customer, the Financial Services Division generally bears the risk that the market value of vehicles sold at the end of the term may be lower than the contracted residual value at the time the contract was entered into (so-called residual value risk). The Financial Services Division takes such differences into account in establishing provisions for the existing portfolio and in its determination of the contracted residual values for new business.

Volkswagen distinguishes between direct and indirect residual value risks. If the Financial Services Division carries the residual value risk, it is referred to as a direct residual value risk. Residual value risk is indirect when that risk has been transferred to a third party (such as a dealer) based on a residual value guarantee. The Financial Services Division frequently enters into agreements that require dealers to repurchase vehicles, so dealers, as residual value guarantors, would bear the residual value risk. When dealers act as the residual value guarantors, the Financial Services Division is exposed to counterparty credit risk. If the residual value guarantor defaults, the leased asset and also the residual value risk pass to the Volkswagen Group.

The residual value risk could be influenced by many different external factors. A decline in the residual value of used cars could be caused by initiatives to promote sales of new vehicles, which was evident during the global financial and economic crisis when incentive programs were offered by governments (for example, scrapping premiums) and automobile manufacturers. Among other things, Volkswagen was required to increase existing loss provisioning for residual value risks in the past. It cannot be ruled out that a similar scenario due to renewed deterioration of the macroeconomic environment could occur in the future.

Moreover, an adverse change in consumer confidence and consumer preferences could lead to higher residual value risks for Volkswagen. Customers determine the demand for and therefore the prices of used cars. If customers refrain from purchasing Volkswagen Group vehicles, for example due to such vehicles' perceived poor image or unappealing design, this could have a negative impact on residual values.

Furthermore, changes in economic conditions, including as a result of the SARS-CoV-2 pandemic, government policies, exchange rates, marketing programs, the actual or perceived quality, safety or reliability of vehicles or fuel prices could also influence the residual value risk. For instance, public discussions on potential political activities in relation to driving bans for diesel vehicles might influence the residual value risk of the relevant Financial Services Division portfolio. Due to the fact that customers might change their consumption behavior and refrain from buying diesel vehicles, these bans could have a negative impact on the corresponding market prices of these vehicles. For this reason, the residual value risk might increase and could materially adversely affect Volkswagen's net assets, financial position and results of operations.

The development of residual value risks could be influenced by the topic of e-mobility. On the one hand, rapid technical progress in the field of battery technology in favor of vehicle ranges could lead to increasing residual value risks in existing electric vehicle portfolios, as customer demand for outdated technologies declines, especially in the first few years. On the other hand, due to substitution effects, sales of electric cars as a result of changing customer behavior could have a negative impact on the residual values of conventional combustion based vehicles, as a result of decreasing customer demand. Finally, e-mobility developments and the impact on residual value risks are difficult to predict and could therefore materially adversely affect Volkswagen Financial Services Division's net assets, financial position and results of operations.

Uncertainties may also exist with respect to the internal methods for calculating residual values, for example due to assumptions that later prove to be incorrect. Although Volkswagen continuously monitors used car price trends and makes adjustments to its risk valuation, assessing residual value risk in advance of actual market indicators remains subject to the risk of assumptions that may prove to be incorrect.

Estimates of provisions for residual value risks may be less than the amounts actually required to be paid due to miscalculations of initial residual value forecasts or changes in market or regulatory conditions. Such a potential shortfall may have a material adverse effect on Volkswagen's business activities, net assets, financial position and results of operations.

Due to the remaining uncertainties surrounding the diesel issue, the demand for Volkswagen Group vehicles could decline, which in turn could result in falling new and used car prices. Falling prices would affect Volkswagen at various stages. It could lead to pressure on margins in leasing products and products with balloon rate and return options. In addition, the residual value risk from lease returns could increase since the residual values calculated may not correspond with the current residual value assumptions for the end of the contract. As a result, Volkswagen would have to maintain higher value adjustments or record direct partial write-offs against income on its leasing portfolio, which would adversely affect Volkswagen's net assets, financial position and results of operations.

As a result of the spread of the SARS-CoV-2 pandemic, Volkswagen could face an increasing residual value risk. Due to the drop in consumer demand, new vehicles may have to be sold at a significant discount, which could have a material impact on the residual value of used vehicles. In addition, consumer demand for used vehicles may also decline, which could further impact the residual values of used vehicles. Decreasing residual values and resulting residual value risks could influence both Volkswagen Group (direct residual value risk) and the dealers, which are financed by the Financial Services Division (indirect residual value risk). Consequently, Volkswagen Group may have to post direct write-offs on its portfolio or build higher loss allowances, which would have a material adverse effect on earnings. See also "*The recent outbreak of SARS-CoV-2 has had a material adverse*

effect on Volkswagen's business, affecting sales, production and supply chains, and employees. Further, the spread of the SARS-CoV-2 outbreak has caused and may continue to cause severe disruptions in the European and global economy and financial markets and could potentially create widespread business continuity issues."

Volkswagen AG and Porsche SE are liable to the Bundesverband deutscher Banken e.V. (Association of German Banks) if the latter incurs losses as a result of having provided assistance to Volkswagen Bank.

Volkswagen Bank GmbH, Braunschweig, Germany ("**Volkswagen Bank**") is a member of the Deposit Protection Fund of the Association of German Banks. The Deposit Protection Fund in principle protects all deposits of private individuals and foundations and certain deposits of commercial enterprises, institutional investors and public-sector entities. Under the by-laws of the Association's Deposit Protection Fund, Volkswagen AG and Porsche SE have provided declarations of indemnity for Volkswagen Bank. Under these declarations, they have agreed to hold the Association of German Banks harmless from any losses it incurs resulting from assistance provided to Volkswagen Bank. Volkswagen AG, in turn, has provided a declaration of indemnity to Porsche SE in respect of the indemnity provided by Porsche SE to the Association of German Banks. These circumstances may have a material adverse effect on Volkswagen's business, net assets, financial position and results of operations. Moreover, any rescue measures taken by the Deposit Protection Fund may result in a reputational damage.

The value of goodwill or brand names reported in Volkswagen's consolidated financial statements may need to be partially or fully impaired as a result of revaluations.

As of March 31, 2020, goodwill reported in Volkswagen's balance sheet amounted to €23,057 million and the reported value of brand names amounted to €16,737 million.

At least once a year, Volkswagen reviews whether the value of goodwill or brand names may be impaired based on the underlying cash-generating units. If there is objective evidence that the recoverable amount is lower than the carrying amount for the asset concerned, Volkswagen incurs an impairment loss. As a consequence, should Volkswagen need to record an impairment loss in the future, this may have a material adverse effect to its balance sheet and result of operations.

Risks from mergers & acquisitions, strategic partnerships and/or investments

Cooperation with joint venture partners or other partners may entail risks that could endanger Volkswagen's market position and cause financial losses.

At times Volkswagen enters into joint ventures with strategic partners for research and development, market launches and large projects. In addition to Volkswagen's joint ventures in China, important relationships relate to strategic areas, such as battery development, digitalization, autonomous driving, mobility concepts and infrastructure. With respect to its strategic development, Volkswagen expects to rely to a greater extent on partnerships and cooperations in the future.

If Volkswagen fails to fulfill its obligations stipulated in the related agreements, it may be subject to claims for damages and contractual penalties or the joint venture agreement may be terminated. In addition, a breach of contract by Volkswagen's partners or unforeseen events may impair the successful implementation of a project. Moreover, the success of Volkswagen's joint ventures requires that the partners constructively pursue the same goals, which may not always be the case. If Volkswagen decides to divest its shareholdings or withdraw from the joint venture, it may not be able to find a buyer for its shares, or it may not be able to sell the shares for other reasons, or Volkswagen's joint venture partner may claim damages. Disputes with joint venture partners can be costly and divert management's attention from the operation of the business. Additionally, it is possible that Volkswagen's partners may use, outside of the scope of the joint venture project, technologies or intellectual property acquired in the course of the joint venture. The diesel issue could affect Volkswagen's ability to attract future potential cooperation partners, for example, in the area of research and development.

Volkswagen is particularly exposed to these risks in relation to its joint ventures in China, due to their strategic importance in terms of Volkswagen's growth strategy in Asia. Any impairment of the business activities of these joint ventures, irrespective of any associated claims for damages arising from them, may have a material adverse effect on the functioning of these joint ventures. This could result from a number of factors within the respective partnership or due to the partners' differing strategic goals.

If any of these factors were to occur, Volkswagen may lose orders and customers and endanger its strategic market position in the relevant markets, which may result in a time-consuming and costly search for alternative partners and the loss of costs already incurred.

Volkswagen may be exposed to risks in relation to corporate acquisitions and equity interests in companies as well as with regard to disposals and the rights of minority shareholders.

Volkswagen has made significant acquisitions in the past and may continue to acquire companies and equity interests in companies in the future. Corporate acquisitions are typically associated with significant investments and risks. For instance, Volkswagen may not be granted full access or be provided with all relevant information to completely review the target company before the acquisition or investment or can do so only after incurring disproportionately high costs. Therefore, Volkswagen may not recognize all risks related to such a transaction in advance and may not adequately protect itself against such risks. Target companies may also be located in countries in which the underlying legal, economic, political and cultural conditions do not correspond to those customary in the European Union, or have other national peculiarities with which Volkswagen is not familiar. In addition, acquisitions and integration of companies generally tie up significant management resources. There is also a danger that acquired or licensed technologies or other assets may not be legally valid or intrinsically valuable. Furthermore, Volkswagen may not succeed in retaining, maintaining and integrating the employees, business relationships and operations of the acquired companies.

Volkswagen may not realize the targets for growth, economies of scale, cost savings, development, production and distribution targets, or other strategic goals that Volkswagen seeks from the acquisition. Moreover, anticipated synergies may not materialize, the purchase price may prove to have been too high or unforeseen restructuring expenses may become necessary. Thus, Volkswagen's corporate acquisitions or purchases of equity interests in companies may not be successful. Moreover, in many countries and regions, planned acquisitions are subject to a review by the competition and other regulatory authorities, which may impede a planned transaction. It is also possible that the flow of information to Volkswagen may be restricted for legal reasons in the case of equity interests in companies with minority shareholders.

Furthermore, Volkswagen may not be able to recover guarantees and indemnities provided to it by third parties in the context of acquisitions or investments. There is also a possibility that the acquired entities' contractual partners may be entitled to cancel contracts or make other claims which are disadvantageous to Volkswagen.

In relation to asset disposals, Volkswagen is also exposed to risks typically associated with such transactions, including potential liabilities resulting from contractual warranties and indemnities, as well as regulatory risks of not being able to obtain required approvals.

The spread of the SARS-CoV-2 pandemic and resulting economic downturn may adversely affect Volkswagen's acquisition and disposal activities, causing, among other things, increased financial exposure due to availability of debt, potential transaction delays or project cancellations. Furthermore, the general slowdown in business processes and activities might limit to some extent Volkswagen's ability for risk mitigation actions (e.g. depth of due diligence, possibility for onsite inspections, etc.) resulting in a higher transaction risk. Furthermore, adverse effects on the target business cases due to prolonged economic uncertainty may impact long term value creation resulting in impairments post-closing. See also "*The recent outbreak of SARS-CoV-2 has had a material adverse effect on Volkswagen's business, affecting sales, production and supply chains, and employees. Further, the spread of the SARS-CoV-2 outbreak has caused and may continue to cause severe disruptions in the European and global economy and financial markets and could potentially create widespread business continuity issues.*"

If any of these risks occurs, or if Volkswagen incorrectly assesses the risks or if there are other failures in relation to Volkswagen's acquisitions, investments or disposals, it may lead to an impairment of the acquisition, reputational damage and compliance risks, and may have a material adverse effect on Volkswagen's business activities, net assets, financial position and results of operations.

Risk Factors regarding the Notes

Risks relating to the Admission to Trading on a Regulated Market

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.

Risks relating to the specific Terms and Conditions of the Notes

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.

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 macroeconomic 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.

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. In the event that the reference rate used to calculate the applicable interest rate turns negative, the interest rate will be below the margin, if any, and may be zero and accordingly, the Holders of Floating Rate Notes may not be entitled to interest payments for certain or all interest periods.

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.

Risk of Financial Benchmark and Reference Interest Rate Continuity

The London Interbank Offered Rate ("**LIBOR**"), the Euro Interbank Offered Rate ("**EURIBOR**"), the Canadian Dollar Offered Rate ("**CDOR**") and other interest rates or other types of rates and indices which are deemed "benchmarks" (each a "**Benchmark**" and together, the "**Benchmarks**") have become the subject of regulatory scrutiny and recent national and international regulatory guidance and proposals for reform. Some of these reforms are already effective whilst others are still to be implemented. These reforms may cause such Benchmarks to perform differently than in the past, or to disappear entirely, or have other consequences which cannot be predicted. Any such consequence could have a material adverse effect on any Notes linked to such a Benchmark.

International proposals for reform of Benchmarks include the Benchmark Regulation which is fully applicable since January 1, 2018.

The Benchmark Regulation could have a material impact on Notes linked to a Benchmark, including in any of the following circumstances:

- a rate or index which is a Benchmark may only be used if its administrator obtains authorisation or is registered and in case of an administrator which is based in a non-EU jurisdiction, if the administrator's legal benchmark system is considered equivalent (Article 30 Benchmark Regulation), the administrator is recognised (Article 32 Benchmark Regulation) or the Benchmark is endorsed (Article 33 Benchmark Regulation) (subject to applicable transitional provisions). If this is not the case, Notes linked to such Benchmarks could be impacted; and

- the methodology or other terms of the Benchmark could be changed in order to comply with the terms of the Benchmark Regulation, and such changes could have the effect of reducing or increasing the rate or level or affecting the volatility of the published rate or level, and could impact the Notes, including Calculation Agent determination of the rate.

In addition to the aforementioned Benchmark Regulation, there are numerous other proposals, initiatives and investigations which may impact Benchmarks.

Following the implementation of any such potential reforms, the manner of administration of Benchmarks may change, with the result that they may perform differently than in the past, or Benchmarks could be eliminated entirely, or there could be other consequences which cannot be predicted. For example, on July 27, 2017, the UK Financial Conduct Authority announced that it will no longer persuade or compel banks to submit rates for the calculation of the LIBOR benchmark after 2021 (the "**FCA Announcement**"). The FCA Announcement indicates that the continuation of LIBOR on the current basis cannot and will not be guaranteed after 2021. Similarly, EMMI announced a stakeholder consultation on the hybrid methodology for EURIBOR on October 17, 2018. This second consultation is part of EMMI's commitment to deliver a reformed and robust methodology for EURIBOR, which aims to meet regulatory and stakeholder expectations in a timely manner. EMMI filed and was granted authorisation to the Belgian Financial Services and Markets Authority in the second quarter of 2019. Subsequently, EMMI has transitioned panel banks from the former EURIBOR methodology to the hybrid methodology, which was completed by November 2019.

Any changes to a Benchmark as a result of the Benchmark Regulation or other initiatives, could have a material adverse effect on the costs of refinancing a Benchmark or the costs and risks of administering or otherwise participating in the setting of a Benchmark and complying with any such regulations or requirements. Although it is uncertain whether or to what extent any of the abovementioned changes and/or any further changes in the administration or method of determining a Benchmark could have an effect on the value of any Notes linked to the relevant Benchmark, investors should be aware that any changes to a relevant Benchmark may have a material adverse effect on the value or liquidity of, and the amounts payable on, floating rate Notes whose rate of interest is linked to such Benchmark.

If a Benchmark were to be discontinued or otherwise unavailable, the rate of interest for floating rate Notes which are linked to such Benchmark will be determined for the relevant period by the fallback provisions applicable to such Notes. Under these fallback provisions, the Issuer shall use its reasonable endeavours to appoint an independent adviser, which must be an independent financial institution or independent financial adviser. Such independent adviser will be tasked with determining whether a recognised successor rate to the discontinued Benchmark exists. If that is not the case, the independent adviser will attempt to find an alternative rate. Any successor rate or alternative rate may be subject to the application of adjustments or spreads. If the independent adviser determines a successor rate or alternative rate, such rate will replace the previous Benchmark for purposes of determining the relevant rate of interest. Such determination will be binding for the Issuer, the Fiscal Agent, the Calculation Agent, the Paying Agents and the Holders. Any adjustment pursuant to these fallback provisions will apply to the immediately following interest period and any subsequent interest period may be subject to the subsequent operation of the fallback provisions.

If the Issuer cannot appoint an independent adviser or if the adviser cannot determine a successor rate or alternative rate following a discontinuation of a relevant Benchmark, the rate of the discontinued Benchmark last determined in respect of the Notes will continue to apply for future interest periods of the relevant Notes until a successor rate or alternative rate was determined in accordance with the fallback provisions.

Risks relating to Alternative Currencies

The Issuer's primary obligation will be to make all payments of interest, principal and other amounts with respect to Notes in the relevant specified currency, which may not be in Euro. However, if access to the specified currency becomes restricted, the Issuer will be entitled to make any such payment in Euro at the rates, and in the manner, set out in § 4(2) of the Terms and Conditions.

In such case, the value of the Notes could be affected by fluctuations in the value of the specified currency, as compared to Euro. There is a risk that the exchange rate (or the exchange rates) used to determine the Euro amount of any payments in respect of the Notes may significantly change (including changes due to devaluation or revaluation of the specified currency) or that authorities with jurisdiction over such currencies could cause a decrease in (1) the Euro equivalent yield on the Notes, (2) the Euro equivalent value of the amount payable in respect of any other amount payable on the Notes and (3) the Euro equivalent market value of the Notes. Therefore, there is a possibility that the Euro value of the Notes at the time of any sale or payment, as the case may be, of the Notes may be below the Euro value of the Notes on investing, depending on the exchange rate at the time of any such sale or payment, as the case may be.

Risks relating to laws applicable to the Notes

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.

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.

United States Taxation

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

Provisions under the U.S. Internal Revenue Code of 1986, as amended (the "**Code**"), and Treasury Regulations thereunder, commonly referred to as "**FATCA**", generally may impose withholding at a rate of 30% on interest payments with respect to Notes issued by VWGoAF made to a "**foreign financial institution**" or a "**nonfinancial foreign entity**" (each as defined in the Code), unless (1) the foreign financial institution undertakes certain

diligence and reporting obligations, (2) the nonfinancial foreign entity either certifies it does not have any "**substantial United States owners**" (as defined in the Code) or furnishes identifying information regarding each substantial United States owner, or (3) the foreign financial institution or non-financial foreign entity otherwise qualifies for an exemption from these rules. A foreign financial institution that is subject to the diligence and reporting requirements in (1) above must enter into an agreement (an "**FFI Agreement**") with the U.S. Internal Revenue Service (the "**IRS**") requiring, among other things, that it undertake to identify accounts held by certain "**specified United States persons**" or "**U.S. owned foreign entities**" (each as defined in the Code) and annually report certain information about such accounts. Foreign financial institutions subject to an FFI Agreement are further required to withhold a tax equal to 30% of withholdable payments and, when applicable, "foreign passthru payments" (as described below) made to an account holder that does not comply with its own FATCA obligations, including if such account holder fails to provide information or take other actions required for the foreign financial institution to comply with the provision of certain information under FATCA.

A foreign financial institution also may be required to withhold on certain payments it makes with respect to Notes of any Issuer other than VWGoAF ("**foreign passthru payments**") to persons that fail to meet certain diligence and reporting obligations, as discussed above. Even if withholding would be required with respect to foreign passthru payments, such withholding would not apply prior to the second anniversary of the date on which final regulations defining the term "foreign passthru payments" are published in the U.S. Federal Register and Notes issued on or prior to the date that is six months after the date on which final regulations defining "foreign passthru payments" are filed with the U.S. Federal Register generally would be "grandfathered" for purposes of FATCA withholding unless materially modified after such date.

The United States and a number of other jurisdictions have entered into, or 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. The United States and the Republic of Austria have entered into an IGA based on the Model 2 IGA. 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.

Risks associated with Green Bonds

The Issuer may decide to use the proceeds from any series of Notes issued under the Programme for green or environmental purposes (such series of Notes, a "**Green Bond**"). The Final Terms for each Green Bond issued under this Programme will contain further information on the envisaged use of proceeds.

Green Bonds may not be a suitable investment for all investors seeking exposure to green assets. Prospective investors who intend to invest in Green Bonds must determine for themselves the relevance of the information in this Prospectus (in particular, regarding the reasons for the offer and the use of proceeds) for the purpose of any investment in the Green Bonds together with any other investigation such investors deem necessary. In particular, no assurance is given by the Issuers that the use of proceeds of the Green Bonds will meet or continue to meet on an ongoing basis any or all investor expectations regarding investment in "green bond", "green" or "sustainable" or similarly labelled projects. Furthermore, it should be noted that there is currently no clearly defined definition

(legal, regulatory or otherwise) of, nor market consensus as to what constitutes, a "green" or "sustainable" or an equivalently-labelled project or as to what precise attributes are required for a particular project to be defined as "green" or "sustainable" or such other equivalent label nor can any assurance be given that such a clear definition or consensus will develop over time.

While it is the intention of the Issuers and the Guarantor to apply the proceeds of such Green Bonds specifically for a portfolio of eligible green projects as described in the Green Finance Framework, there can be no assurance that the relevant project(s) or use(s) (including those the subject of, or related to, any Green Projects) will be capable of being implemented in or substantially in such manner and/or accordance with any timing schedule and that accordingly such proceeds will be totally or partially disbursed for such project(s) or use(s). Any such event or failure by the Issuer will not constitute an Event of Default under the Notes.

In connection with the issue of Green Bonds, the Issuers may appoint one or more external provider(s) to provide a green evaluation (the "**Green Evaluation**"). Such Green Evaluation is not incorporated in, and does not form part of, this Prospectus. Such Green Evaluation provides an opinion on certain environmental and related considerations and is not intended to address any credit, market or other aspects of an investment in Green Bonds including without limitation market price, marketability, investor preference or suitability of any security. Such Green Evaluation is a statement of opinion, not a statement of fact. Such Green Evaluation is not a recommendation to buy, sell or hold Green Bonds. No assurance is given that such Green Evaluation correctly assesses the potential environmental impact of the issue of Green Bonds or the Issuers generally. Such Green Evaluation generally is only current as of the date it is released and may be updated, suspended or withdrawn by the relevant provider(s) at any time. Currently the providers of green evaluations are not subject to any specific regulatory regime or other regime or oversight. Prospective investors must determine for themselves the relevance of any Green Evaluation for the purpose of any investment in Green Bonds. In particular, no assurance or representation is made or given that any such Green Evaluation reflects any present or future requirements, investment criteria or guidelines which may apply to any investor or its investments. Holders of Green Bonds will have no recourse against the provider(s) of any Green Evaluation. In addition, it would not constitute an event of default under the terms of the Green Bonds if the Issuer or the Guarantor (if applicable) were to fail to observe the provisions in the Final Terms for the Green Bonds relating to the use of proceeds of the Green Bonds or the Issuer's or the Guarantor's intentions as regards reporting. A negative change to, or a withdrawal of, any Green Evaluation may affect the value of the Green Bonds and may have consequences for certain investors with portfolio mandates to invest in green assets.

In the event that any of the Green Bonds are listed or admitted to trading on any dedicated "green", "environmental", "sustainable" or other similarly labelled segment of any stock exchange or securities market (whether or not regulated), or are included in any dedicated "green", "environmental", "sustainable" or other equivalently-labelled index, no representation or assurance is given by the Issuers, the Guarantor or any other person that such listing or admission, or inclusion in such index, satisfies any present or future investor expectations or requirements as regards any investment criteria or guidelines with which such investor or its investments are required to comply, whether by any present or future applicable law or regulations or by its own by-laws or other governing rules or investment portfolio mandates. Furthermore, it should be noted that the criteria for any such listings or admission to trading may vary from one stock exchange or securities market to another and also the criteria for inclusion in such index may vary from one index to another. No representation or assurance given or made by the Issuers, the Guarantor or any other person that any such listing or admission to trading, or inclusion in any such index, will be obtained in respect of Green Bonds or, if obtained, that any such listing or admission to trading, or inclusion in such index, will be maintained during the life of Green Bonds. Additionally, no representation or assurance is given by the Issuers, the Guarantor or any other person as to the suitability of Green Bonds to fulfil environmental and sustainability criteria required by prospective investors. Neither the Issuers nor the Guarantor (as applicable) are responsible for any third party assessment of the Green Bonds. Nor is any Dealer responsible for (i) any assessment of Green Bonds, or (ii) the monitoring of the use of proceeds. Any failure to apply the proceeds of Green Bonds as set in the Final Terms for an issue of Green Bonds and/or negative change to, or withdrawal or suspension of, any Green Evaluation and/or Green Bonds no longer being listed or admitted to trading on any stock exchange or securities market as aforesaid may have a material adverse effect on the value of Green Bonds and/or result in adverse consequences for certain investors with portfolio mandates to invest in securities to be used for a particular purpose.

Risks relating to Notes issued in Renminbi

Renminbi is not freely convertible and there are significant restrictions on the remittance of Renminbi into and out of the People's Republic of China ("PRC") which may adversely affect the liquidity of the Notes

Renminbi is not freely convertible at present. The government of the PRC (the "**PRC Government**") continues to regulate conversion between Renminbi and foreign currencies, including the Hong Kong dollar.

However, there has been significant reduction in control by the PRC Government in recent years, particularly over trade transactions involving import and export of goods and services as well as other frequent routine foreign exchange transactions. These transactions are known as current account items.

On the other hand, remittance of Renminbi into and out of the PRC for the settlement of capital account items, such as capital contributions, debt financing and securities investment, is generally only permitted upon obtaining specific approvals from, or completing specific registrations or filings with, the relevant authorities on a case-by-case basis and is subject to a strict monitoring system. Regulations in the PRC on the remittance of Renminbi into and out of the PRC for settlement of capital account items are being adjusted from time to time to match the policies of the PRC Government.

Although the People's Bank of China ("**PBoC**") has implemented policies improving accessibility to Renminbi to settle cross-border transactions in the past, there is no assurance that the PRC Government will liberalise control over cross-border remittance of Renminbi in the future, that the schemes for Renminbi cross-border utilisation will not be discontinued or that new regulations in the PRC will not be promulgated in the future which have the effect of restricting or eliminating the remittance of Renminbi into or out of the PRC. Despite Renminbi internationalisation pilot programme and efforts in recent years to internationalise the currency, there can be no assurance that the PRC Government will not impose interim or long-term restrictions on the cross-border remittance of Renminbi. In the event that funds cannot be repatriated out of the PRC in Renminbi, this may affect the overall availability of Renminbi outside the PRC and the ability of the Issuer to source Renminbi to finance its obligations under Notes denominated in Renminbi.

There is only limited availability of Renminbi outside the PRC, which may affect the liquidity of the Renminbi Notes and the Issuers' or the Guarantor's ability to source Renminbi outside the PRC to service 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. While the PBoC has entered into agreements (the "**Settlement Arrangements**") on the clearing of Renminbi business with financial institutions (the "**Renminbi Clearing Banks**") in a number of financial centres and cities, including but not limited to Hong Kong, has established the Cross-Border Inter-Bank Payments System (CIPS) to facilitate cross-border Renminbi settlement and is further in the process of establishing Renminbi clearing and settlement mechanisms in several other jurisdictions, the current size of Renminbi denominated financial assets outside the PRC is limited.

There are restrictions imposed by 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 PBoC, although PBoC has gradually allowed participating banks to access the PRC's onshore inter-bank market for the purchase and sale of Renminbi. The Renminbi Clearing Banks only have limited access to onshore liquidity support from 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 cases where the participating banks cannot source sufficient Renminbi through the above channels, they 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 Arrangements 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 Renminbi Notes. To the extent the Issuers or the Guarantor are required to source Renminbi in the offshore market to service its Renminbi Notes, there is no assurance that the Issuers or the Guarantor will be able to source such Renminbi on satisfactory terms, if at all.

Investment in the Renminbi Notes is subject to exchange rate risks

The value of Renminbi against other foreign currencies fluctuates from time to time and is affected by changes in the PRC and international political and economic conditions as well as many other factors. The PBoC has in recent years implemented changes to the way it calculates the Renminbi's daily mid-point against the U.S. dollar to take into account market-maker quotes before announcing such daily mid-point. This change, and others that may be implemented, may increase the volatility in the value of the Renminbi against foreign currencies. All payments of interest and principal will be made in Renminbi with respect to Renminbi Notes unless otherwise specified. As a result, the value of these Renminbi payments may vary with the changes in the prevailing exchange rates in the marketplace. If the value of Renminbi depreciates against another foreign currency, the value of the investment made by a holder of the Renminbi Notes in that foreign currency will decline.

Payments with respect to the Renminbi Notes may be made only in the manner designated in the Renminbi Notes

All payments to investors in respect of the Renminbi Notes will be made solely (i) for so long as the Renminbi Notes are represented by global certificates held with the common depositary or common safekeeper, as the case may be, for Clearsteam Banking S.A. and Euroclear Bank S.A./N.V. or any alternative clearing system, by transfer to a Renminbi bank account maintained in Hong Kong or a financial centre in which a Renminbi Clearing Bank clears and settles Renminbi, or (ii) for so long as the Renminbi Notes are in definitive form, by transfer to a Renminbi bank account maintained in Hong Kong or a financial centre in which a Renminbi Clearing Bank clears and settles Renminbi in accordance with prevailing rules and regulations. 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).

Gains on the transfer of the Renminbi Notes may become subject to income taxes under PRC tax laws

Under the PRC Enterprise Income Tax Law, the PRC Individual Income Tax Law and the relevant implementing rules, as amended from time to time, any gain realised on the transfer of Renminbi Notes by non-PRC resident enterprise or individual Holders may be subject to PRC enterprise income tax ("**EIT**") or PRC individual income tax ("**IIT**") if such gain is regarded as income derived from sources within the PRC. The PRC Enterprise Income Tax Law levies EIT at the rate of 20 per cent. of the PRC-sourced gains derived by such non-PRC resident enterprise from the transfer of Renminbi Notes but its implementation rules have reduced the EIT rate to 10 per cent. The PRC Individual Income Tax Law levies IIT at a rate of 20 per cent. of the PRC-sourced gains derived by such non-PRC resident individual Holder from the transfer of Renminbi Notes.

However, uncertainty remains as to whether the gain realised from the transfer of Renminbi Notes by non-PRC resident enterprise or individual Holders would be treated as income derived from sources within the PRC and thus become subject to EIT or IIT. This will depend on how the PRC tax authorities interpret, apply or enforce the PRC Enterprise Income Tax Law, the PRC Individual Income Tax Law and the relevant implementing rules. According to the arrangement between the PRC and Hong Kong, for avoidance of double taxation, Holders who are residents of Hong Kong, including enterprise Holders and individual Holders, will not be subject to EIT or IIT on capital gains derived from a sale or exchange of the Notes.

Therefore, if enterprise or individual resident Holders which are non-PRC residents are required to pay PRC income tax on gains derived from the transfer of Renminbi Notes, unless there is an applicable tax treaty between PRC and the jurisdiction in which such non-PRC enterprise or individual Holders of Renminbi Notes reside that reduces or exempts the relevant EIT or IIT, the value of their investment in Renminbi Notes may be materially and adversely affected.

Investment in the Notes is subject to currency risk

If the Issuers or the Guarantor are not able, or it is impracticable for them, to satisfy their 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 Issuers 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 interest rate risks

The PRC Government has gradually liberalised its regulation of interest rates in recent years. Further, liberalisation may increase interest rate volatility. In addition, the interest rate for Renminbi in markets outside the PRC may significantly deviate from the interest rate for Renminbi in the PRC as a result of foreign exchange controls imposed by PRC law and regulations and prevailing market conditions.

VOLKSWAGEN AG AS ISSUER AND GUARANTOR

History and Development

Volkswagen Aktiengesellschaft 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 Volkswagen AG.

Volkswagen AG 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. Volkswagen AG is subject to the provisions of the German Stock Corporation Act (*Aktiengesetz*). Its head office and registered office are located at Berliner Ring 2, 38440 Wolfsburg, Germany (telephone number + 49 (0) 5361 9-0) (LEI: 529900NNUPAGGOMPXZ31).

Volkswagen AG's website can be accessed under https://www.volkswagenag.com. The content of this website is for information purposes only and does not form part of this Prospectus and has not been scrutinized or approved by the Commission.

Articles of Association

The objects of Volkswagen AG, 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.

Volkswagen AG 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, Volkswagen AG may establish branch offices within Germany and abroad or can found, acquire or participate in other enterprises.

Organizational Structure

Volkswagen Group comprises twelve brands from seven European countries: Volkswagen Passenger Cars, Audi, SEAT, ŠKODA, Bentley, Bugatti, Lamborghini, Porsche, Ducati, Volkswagen Commercial Vehicles, Scania and MAN.

Volkswagen AG 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 passenger cars and light commercial vehicles for the Volkswagen Passenger Cars and Volkswagen Commercial Vehicles brands. In its capacity as parent company, Volkswagen AG holds direct or indirect interests in AUDI AG, SEAT S.A., ŠKODA AUTO a.s., Porsche AG, TRATON SE, Volkswagen Financial Services AG, Volkswagen Bank GmbH and a large number of other companies in Germany and abroad.

The Volkswagen Group business activities comprise two divisions: the Automotive Division and the Financial Services Division. The Automotive Division is composed of three business areas: Passenger Cars, Commercial Vehicles and Power Engineering:

- The Passenger Cars business area essentially consolidates the Volkswagen Group's passenger car brands. Activities focus on the development of vehicles and engines, the production and sale of passenger cars and light commercial vehicles of the Volkswagen Commercial Vehicles brand, and the genuine parts business.

- The Commercial Vehicles business area primarily comprises the development, production and sale of trucks and buses from the Scania and MAN brands, the corresponding genuine parts business, and related services.

- The Power Engineering business area combines the large-bore diesel engines, turbomachinery, special gear units, propulsion components and testing systems businesses.

The Financial Services Division combines dealer and customer financing, leasing, banking and insurance activities, fleet management and mobility offerings.

In May 2018, Volkswagen introduced an additional internal operational structure. The new structure will lay the foundations for streamlining the Volkswagen Group's management decision making, strengthening the brands and giving them greater autonomy. Volkswagen believes this will enable synergies to be leveraged more systematically and speed up decision-making.

The Volkswagen Group collaborates across six operating units and the China region, in addition to the Finance & IT, Human Resources and Integrity and Legal Affairs divisions. The units consist of the "Volume", "Premium", "Sport & Luxury" and "Truck & Bus" brand groups, as well as the Components & Procurement business and the Financial Services business. The "Volume" brand group comprises the Volkswagen Passenger Cars, SEAT, ŠKODA and Volkswagen Commercial Vehicles brands. The "Premium" brand group includes the Audi, Lamborghini and Ducati brands. The "Sport & Luxury" brand group comprises the Porsche, Bentley and Bugatti brands. The "Truck & Bus" brand group is the umbrella for the Scania and MAN brands. The collaboration between the MAN and Scania vehicle brands is coordinated within the TRATON GROUP (formerly Volkswagen Truck & Bus). Components & Procurement intends to act as one unit spanning all of the brands and supporting them. The Financial Services business has been combined into a single unit.

With effect from January 1, 2019, segment reporting of passenger cars and commercial vehicles was adapted to reflect the re-allocation of the Volkswagen Commercial Vehicles brand to the Passenger Cars and Light Commercial Vehicles segment. In 2019, no further material modifications or changes of Volkswagen Group's organizational or financial reporting structure were implemented as a result of this revision of Volkswagen's internal operational structure.

Volkswagen Group Reporting Structure

Volkswagen Group's financial reporting comprises four reportable segments: the Passenger Cars and Light Commercial Vehicles segment, Commercial Vehicles segment, Power Engineering segment and Financial Services segment.

The Automotive Division's three business areas described above conform to Volkswagen's financial reporting segments as follows: the Passenger Cars business area corresponds to the Passenger Cars and Light Commercial Vehicle reporting segment together with the reconciliation, to account for intra-group activities. The Commercial Vehicles business area and Power Engineering business area correspond to the reporting segments of the same name. The Financial Services Division corresponds to the Financial Services segment.

The following table shows Volkswagen Group's reporting structure as of December 31, 2019:

Automotive Division			**Financial Services Division**
Passenger Cars Business Area	**Commercial Vehicles Business Area**	**Power Engineering Business Area**	Dealer and customer financing
Volkswagen Passenger Cars	Scania Vehicles and Services	Power Engineering	Leasing
Audi	MAN Commercial Vehicles		Direct bank
ŠKODA			Insurance
SEAT			Fleet management
Bentley			Mobility offerings
Porsche Automotive			
Volkswagen Commercial Vehicles[(1)]			
Others			

[(1)] Effective from January 1, 2019, light commercial vehicles of the Volkswagen Commercial Vehicles brand are no longer allocated to the Commercial Vehicles segment but reported under the Passenger Cars and Light Commercial Vehicles segment. The Commercial Vehicles segment continues to correspond to the Commercial Vehicles Business Area but excludes the Volkswagen Commercial Vehicles brand. These changes do not impact reporting under the Automotive Division.

Shareholder Structure

Volkswagen AG's subscribed capital amounted to €1,283,315,873.28 as of December 31, 2019.

The distribution of voting rights for the 295,089,818 ordinary shares at December 31, 2019 was the following: Porsche Automobil Holding SE, Stuttgart, held 53.1% 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 9.9% of 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 Volkswagen AG's website. The following table shows the shareholder structure of Volkswagen AG as a percentage of subscribed capital as of December 31, 2019:

Porsche Automobil Holding SE	31.3%
Foreign institutional investors	26.4%
Qatar Holding LLC	14.6%
State of Lower Saxony	11.8%
Private shareholders / Others	12.9%
German institutional investors	3.1%

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, usually within the first eight months of each financial year.

Share Capital

On December 31, 2019, the share capital of Volkswagen AG amounted to €1,283,315,873.28. It was composed of 295,089,818 ordinary shares and 206,205,445 non-voting preferred shares. Each share conveys a notional interest of €2.56 in the share capital. All shares have been issued and are fully paid.

Business Overview

In terms of sales volume (i.e. the number of vehicles delivered to dealers), the Volkswagen Group is one of the leading multi-brand groups in the automotive industry. In 2019, the Volkswagen Group delivered a total of 11.0 million vehicles (passenger cars, light commercial vehicles, trucks and buses) to its customers worldwide.

Volkswagen Group comprises twelve brands from seven European countries: Volkswagen Passenger Cars, Audi, SEAT, ŠKODA, Bentley, Bugatti, Lamborghini, Porsche, Ducati, Volkswagen Commercial Vehicles, Scania and MAN. Each brand has its own character and operates independently in the market.

Volkswagen's product portfolio ranges from compact cars to luxury vehicles and also includes motorcycles, and will gradually be supplemented by mobility solutions, such as shuttle on demand and ride hailing services. In the commercial vehicle sector, the product portfolio ranges from pick-ups to buses and heavy trucks. Volkswagen is also active in the power engineering business field, manufacturing large-bore diesel engines, turbomachinery, special gear units, propulsion components and testing systems. In addition, the Volkswagen Group offers a wide range of financial services, including dealer and customer financing, vehicle leasing, direct banking and insurance activities, fleet management and mobility offerings.

The Volkswagen Group's business operations encompass the Automotive and Financial Services Divisions, as described under "—Organizational Structure". In addition to its core activities involving Passenger Cars, Commercial Vehicles, Power Engineering and Financial Services, Volkswagen holds a portfolio of non-core assets. Consistent with its focus on core activities and the execution of its strategy, Volkswagen reviews its non-core asset portfolio on an ongoing basis and may take measures to optimize the portfolio.

The Volkswagen Group's production network consisted of 124 production facilities worldwide at the end of 2019. 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 667,748 people in 2019.

In 2016, based on the significant changes affecting the automotive sector, Volkswagen initiated a new strategy, "TOGETHER – Strategy 2025", aimed at ensuring that Volkswagen participates in shaping the future of mobility, with a focus on digitalization, electrification and sustainability. This will involve developing further core competencies in additional technologies such as battery technology, digital and autonomous driving, mobility services as well as intensifying the focus on profitable growth. In 2019, due to accelerated developments in the industry, Volkswagen has further revised its strategy – "TOGETHER Strategy 2025+" – with the further objective

of improving the enterprise value of the Volkswagen Group. In addition to the above-mentioned areas, Volkswagen aims to focus on improving corporate governance and financial performance, further increasing brand value, strengthening software expertise and leadership development.

As of December 31, 2019, Volkswagen AG owned indirectly 89.05% of the shares in Scania AB, corresponding to 100% of the voting rights, and held a 94.36% interest in the share capital of MAN SE, corresponding to 94.68% of the voting rights. On February 28, 2020, MAN SE announced that TRATON SE intends to implement a merger squeeze-out of the minority shareholders of MAN SE.

Automotive Division

Figures for the three months ended March 31, 2020 compared to the three months ended March 31, 2019

Volkswagen Group Deliveries Worldwide

In the first three months of 2020, the Volkswagen Group delivered 2,006,044 vehicles to customers worldwide, 599,516 fewer vehicles or a decrease of 23.0 % on the prior-year period figure.

Passenger car deliveries

The following table shows the Volkswagen Group's passenger car deliveries to customers, broken down by markets and brands, for the periods indicated (figures include the Chinese joint ventures):

Deliveries to customers by markets (units)[1]	Three Months Ended March 31, 2020	Three Months Ended March 31, 2019	Change (%)
Europe/Other markets	**983,547**	**1,198,133**	**– 17.9**
Western Europe	**748,281**	**934,714**	**– 19.9**
of which: Germany	276,988	326,993	– 15.3
France	45,042	71,535	– 37.0
United Kingdom	118,429	158,355	– 25.2
Italy	61,264	81,873	– 25.2
Spain	60,223	79,810	– 24.5
Central and Eastern Europe	**159,147**	**178,619**	**– 10.9**
of which: Czech Republic	28,018	32,823	– 14.6
Russia	51,733	46,523	+ 11.2
Poland	30,360	43,503	– 30.2
Other markets	**76,119**	**84,800**	**– 10.2**
of which: Turkey	25,177	14,640	+ 72.0
South Africa	21,646	22,092	–2.0
North America	**188,096**	**215,905**	**– 12.9**
of which: USA	129,797	149,985	– 13.5
Canada	17,002	22,001	– 22.7
Mexico	41,297	43,919	–6.0
South America	**114,282**	**119,308**	**–4.2**
of which Brazil	87,746	84,032	+4.4
Argentina	14,655	22,054	– 33.5
Asia-Pacific	**674,129**	**1,015,051**	**– 33.6**
of which: China	612,737	945,305	– 35.2
India	5,451	14,255	– 61.8
Japan	19,927	19,709	+1.1
Worldwide	**1,960,054**	**2,548,397**	**– 23.1**

[1] Deliveries for 2019 have been updated to reflect subsequent statistical trends. The figures include the Chinese joint ventures.

Deliveries to customers by brands (units)[1]	Three Months Ended March 31, 2020	Three Months Ended March 31, 2019	Change (%)
Volkswagen Passenger Cars	1,091,507	1,456,384	– 25.1
Audi	352,993	447,247	– 21.1
ŠKODA	232,885	307,617	– 24.3
SEAT	130,316	151,612	– 14.0
Bentley	2,395	2,268	+ 5.6
Lamborghini	1,944	1,992	– 2.4
Porsche	53,125	55,700	– 4.6
Bugatti	20	20	+ 0.0
Volkswagen Commercial Vehicles	94,869	125,557	– 24.4
Volkswagen Group (total)	**1,960,054**	**2,548,397**	**– 23.1**

[1] Deliveries for 2019 have been updated to reflect subsequent statistical trends. The figures include the Chinese joint ventures.

Commercial vehicle deliveries

The following table shows the Volkswagen Group's commercial vehicle deliveries to customers, broken down by markets and brands, for the periods indicated:

Deliveries to customers by markets (units)[1]	Three Months Ended March 31, 2020	Three Months Ended March 31, 2019	Change (%)
Europe/Other markets	**29,787**	**41,220**	**– 27.7**
of which: EU27+3	25,401	36,339	– 30.1
Germany	7,398	10,166	– 27.2
Russia	1,525	1,688	– 9.7
Turkey	455	142	>+100
South Africa	676	923	– 26.8
North America	**537**	**757**	**– 29.1**
of which: Mexico	537	757	– 29.1
South America	**12,694**	**12,151**	**+4.5**
of which: Brazil	10,997	10,404	+5.7
Asia-Pacific	**2,972**	**3,035**	**– 2.1**
Worldwide	**45,990**	**57,163**	**– 19.5**

1 Deliveries for 2019 have been updated to reflect subsequent statistical trends.

Deliveries to customers by brands (units)[1][2]	Three Months Ended March 31, 2020	Three Months Ended March 31, 2019	Change (%)
Scania	18,184	23,576	– 22.9
MAN	27,806	33,587	– 17.2
Volkswagen Group (total)	**45,990**	**57,163**	**– 19.5**

1 Deliveries for 2019 have been updated to reflect subsequent statistical trends.

Passenger Car and Light Commercial Vehicle deliveries

Global demand for the Volkswagen Group's passenger cars and light commercial vehicles fell by 23.1% year-on-year to 1,960,054 units in the reporting period as a consequence of the deterioration in market conditions arising from the uncertainty and the measures taken worldwide to mitigate the effects of the SARS-CoV-2 pandemic. The pandemic led to delays and also had different geographical effects on Volkswagen Group's deliveries to customers. Bentley and Bugatti were the only Volkswagen Group brands that did not fall short of their prior-year figures. The Volkswagen Group registered declining demand year-on-year in nearly all regions. Exceptions were recorded in the Middle East region and in some individual markets such as Russia, Brazil and Japan. Volkswagen's passenger car market share was 12.3% for the three months ended March 31, 2020 (same period in 2019: 12.3%).

In Western Europe, the Volkswagen Group delivered 748,281 vehicles to customers in the first three months of 2020 in a much weaker overall market. This was 19.9% fewer vehicle deliveries than in the same period of 2019, primarily due to lower demand caused by the global spread of the SARS-CoV-2 outbreak and the measures taken to contain it. Demand for Volkswagen Group vehicles declined at similar levels in all major individual markets. The Volkswagen Group's share of the passenger car market in Western Europe rose to 24.4% in the first quarter of 2020 (first three months of 2019: 22.1)%.

In Germany, demand for vehicles from the Volkswagen Group was down 15.3% year-on-year between January and March 2020 in a significantly weaker overall market. Like the overall market in Western Europe, the decrease was attributable to the spread of the SARS-CoV-2 virus and the containment measures taken.

In the Central and Eastern Europe region, the number of vehicles delivered to customers in 2020 fell by 10.9% as compared to the first quarter of 2019, a less sharp decline than in Western Europe due to the rise in deliveries in Russia, particularly in March of 2020. The Volkswagen Group's share of the passenger car market in the Central and Eastern Europe region amounted to 19.7% (first three months 2019: 20.3%). In Turkey, the Volkswagen Group benefited from the catch-up effects in the overall market and increased the number of vehicles handed over to customers between January and March of this year by 72.0% compared with the first quarter of 2019. In the distinctly weaker South African market, the number of Volkswagen Group models sold fell by 2.0% as compared to the same period in 2019.

In North America, demand for Volkswagen Group models fell by 12.9% year-on-year in the first three months of 2020, mirroring the trend in the market as a whole. As this region did not experience the effects of the SARS-

CoV-2 pandemic until somewhat later, deliveries rose in the months of January and February. The Volkswagen Group's share of the market in this region amounted to 4.6% in 2020 (first three months 2019: 4.5%). In the considerably weaker U.S. market, the Volkswagen Group delivered 13.5% fewer vehicles to customers between January and March 2020 than in the same period of the previous year. In Canada, the number of deliveries to Volkswagen Group customers fell by 22.7% year-on-year for the first three months of 2020. The market as a whole also declined during this period. In a declining overall market in Mexico, the Volkswagen Group delivered 6.0% fewer vehicles to customers in the first three months of 2020 than in the prior-year period.

In the South American passenger car and light commercial vehicles markets, which saw a marked decline overall, the number of Volkswagen Group models delivered to customers in the first quarter of 2020 was down by 4.2% year-on-year. As this region did not experience the effects of the SARS-CoV-2 pandemic until somewhat later, deliveries actually rose in the months of January and February. The Volkswagen Group's share of the market in South America expanded to 13.3% (first three months 2019:11.8%). The recovery of the Brazilian market was interrupted by the outbreak of the SARS-CoV-2 pandemic. Here, however, the Volkswagen Group increased the number of vehicles sold to customers by 4.4% year-on-year based on the positive trend in the first two months of 2020. In Argentina, the number of vehicles delivered to Volkswagen Group customers fell 33.5% in the first three months of 2020 as compared to the prior-year figure amid a very sharp and persistent contraction in the overall market.

From January to March 2020, the Volkswagen Group saw demand taper off in the overall market of the Asia-Pacific region that was contracting very sharply, due primarily to the SARS-CoV-2 pandemic, and delivered 33.6% fewer vehicles to customers as compared to the first quarter of 2019. The Volkswagen Group's share of the passenger car market in this region was at 11.3% (first three months 2019:11.7%). In China, the Volkswagen Group delivered 35.2% fewer vehicles to customers year-on-year in an overall market that had been drastically weakened in particular by the spread of the SARS-CoV-2 outbreak throughout the first quarter of 2020. Following extremely high declines in volumes in February, the first signs of a recovery in China were recorded during the month of March 2020. In the Indian passenger car market, which registered a significant decline, the Volkswagen Group saw 61.8% less demand in the first three months of 2020 than in the prior-year period. In Japan, the number of Volkswagen Group models delivered to customers rose slightly by 1.1% year-on-year from January to March 2020, while the overall market was markedly weaker.

Commercial Vehicle Deliveries

In the first three months of 2020, the Volkswagen Group handed over 19.5% fewer commercial vehicles to customers worldwide than in the same period in 2019. The Volkswagen Group delivered a total of 45,990 commercial vehicles to customers. Trucks accounted for 38,532 units (–22.7% compared to the prior year period) and buses for 4,030 units (–4.3% compared to the prior year period). A total of 3,428 vehicles from the MAN TGE van series were delivered (compared to 3,122 vehicles in first quarter 2019). The decline in the truck business was due to a slump in Volkswagen's core markets, which was exacerbated further in March 2020 by the uncertainty generated by the SARS-CoV-2 pandemic.

In the 27 EU states excluding Malta, but including the United Kingdom, Norway and Switzerland (EU27+3), sales were down by 30.1% on the same period of 2019 to a total of 25,401 units, of which 20,784 were trucks and 1,304 were buses. Here, the MAN brand delivered 3,313 light commercial vehicles.

In Russia, sales fell by 9.7% year-on-year as comparted to the first quarter of 2019 to 1,525 units, including 1,404 trucks and 121 buses. Between January and March 2020, deliveries in Turkey increased to 455 vehicles (as compared to 142 vehicles for the same period in 2019). Trucks accounted for 402 units and buses for 23 units, while 30 vehicles from the MAN TGE van series were sold. In South Africa, deliveries of Volkswagen Group commercial vehicles decreased by 26.8% year-on-year to a total of 676 units as compared to first quarter 2019; of this figure 603 were trucks and 73 were buses.

Sales in North America declined 29.1% in the first quarter of 2020 as compared to the same period in 2019 to 537 vehicles, which were delivered exclusively to customers in Mexico; this included 320 trucks and 217 buses.

Deliveries in South America rose to a total of 12,694 vehicles (+4.5% as compared to first quarter 2019), of which 10,865 were trucks and 1,829 were buses. Following continued improvement in the economic climate in Brazil in the first quarter of 2020, sales increased by 5.7% as compared to first quarter 2019. Of the units delivered, 9,649 were trucks and 1,348 were buses.

In the Asia-Pacific region, the Volkswagen Group sold 2,972 vehicles to customers in the first three months of 2020, a decrease of 2.1% as compared to the same period in 2019; among these, 2,653 were trucks and 315 were buses.

Worldwide Development of Inventories

Global inventories at Group companies and in the dealer organization were lower on March 31, 2020 than at year-end 2019, and also below the corresponding prior-year figure.

Production

Between January and March 2020, the Volkswagen Group's production fell by 24.8% year-on-year to a total of 1,996,957 vehicles due to the measures taken to stem the spread of the SARS-CoV-2 virus. The impact of national measures to contain the pandemic led to a disruption of the supply chains and consequently to production stoppages in the Volkswagen Group. This resulted in a decline in production, particularly at the locations in China and somewhat later in Europe toward the end of the first quarter of 2020. Production in Germany fell by 18.2% as compared to first quarter 2019 to 453,282 units. Production abroad decreased by 26.5% year-on-year for the first three months of 2020 to a total of 1,543,675 vehicles. The proportion of vehicles produced in Germany increased to 22.7% (as compared to 20.9% for first quarter 2019).

Figures for 2019 compared to 2018

Sales to the Dealer Organization

In 2019, the Volkswagen Group's worldwide unit sales to the dealer organization – including the Chinese joint ventures – amounted to 10,956,499 million vehicles (2018: 10,899,869 million vehicles).

Volkswagen Group Deliveries Worldwide

In 2019, the Volkswagen Group increased its deliveries to customers worldwide by 1.3% to 10,974,636 vehicles (2018: 10,834,008).

Passenger car deliveries

The following tables show the Volkswagen Group's passenger car deliveries to customers, broken down by markets and brands, for the periods indicated (figures include the Chinese joint ventures):

Deliveries to customers by markets (units)[1]	Year Ended December 31, 2019	Year Ended December 31, 2018	Change (%)
Europe/Other markets	**4,714,997**	**4,575,023**	**+3.1**
Western Europe	**3,627,693**	**3,475,401**	**+4.4**
of which: Germany	1,324,942	1,248,952	+6.1
United Kingdom	544,117	540,817	+0.6
Italy	310,944	286,980	+8.4
France	307,847	280,533	+9.7
Spain	305,494	309,907	–1.4
Central and Eastern Europe	**769,681**	**757,575**	**+1.6**
of which: Russia	223,452	216,950	+3.0
Poland	165,530	164,480	+0.6
Czech Republic	136,377	138,922	–1.8
Other markets	**317,623**	**342,047**	**–7.1**
of which: South Africa	90,969	91,311	–0.4
Turkey	78,251	110,785	–29.4
North America	**948,309**	**953,188**	**–0.5**
of which: USA	654,152	638,274	+2.5
Mexico	181,910	196,431	–7.4
Canada	112,247	118,483	–5.3
South America	**551,734**	**542,239**	**+1.8**
of which: Brazil	420,880	363,766	+15.7
Argentina	70,496	115,426	–38.9
Asia-Pacific	**4,517,375**	**4,530,564**	**–0.3**
of which: China	4,228,840	4,202,398	+0.6
Japan	79,268	86,356	–8.2
India	51,541	61,277	–15.9
Worldwide	**10,732,415**	**10,601,014**	**+1.2**

[1] Deliveries for 2018 have been updated or amended to reflect subsequent statistical trends and the changes in reporting structure. The figures include the Chinese joint ventures.

Deliveries to customers by brands (units)[1]	Year Ended December 31, 2019	Year Ended December 31, 2018	Change (%)
Volkswagen Passenger Cars	6,278,345	6,244,888	+0.5
Audi	1,845,573	1,812,485	+1.8
ŠKODA	1,242,767	1,253,741	–0.9
SEAT	574,078	517,627	+10.9
Bentley	11,006	10,494	+4.9
Lamborghini	8,205	5,750	+42.7
Porsche	280,800	256,255	+9.6
Bugatti	82	76	+7.9
Volkswagen Commercial Vehicles	491,559	499,698	–1.6
Volkswagen Group (total)	**10,732,415**	**10,601,014**	**+1.2**

[1] Deliveries for 2018 have been updated or amended to reflect subsequent statistical trends and the changes in reporting structure. The figures include the Chinese joint ventures.

Commercial vehicle deliveries

The following tables show the Volkswagen Group's commercial vehicle deliveries to customers, broken down by markets and brands, for the periods indicated:

Deliveries to customers by markets (units)[1]	Year Ended December 31, 2019	Year Ended December 31, 2018	Change (%)
Europe/Other markets	**169,409**	**165,998**	**+2.1**
Western Europe	119,284	108,122	+10.3
Central and Eastern Europe	36,130	39,590	–8.7
Other markets	13,995	18,286	–23.5
North America	**3,219**	**3,517**	**–8.5**
South America	**56,826**	**47,734**	**+19.0**
Brazil	49,551	37,984	+30.5
Asia-Pacific	**12,767**	**15,745**	**–18.9**
China	4,737	4,658	+1.7
Worldwide	**242,221**	**232,994**	**+4.0**

[1] Deliveries for 2018 have been updated or amended to reflect subsequent statistical trends and the changes in reporting structure.

Deliveries to customers by brands (units)[1]	Year Ended December 31, 2019	Year Ended December 31, 2018	Change (%)
Scania	99,457	96,477	+3.1
MAN	142,764	136,517	+4.6
Volkswagen Group (total)	**242,221**	**232,994**	**+4.0**

[1] Deliveries for 2018 have been updated or amended to reflect subsequent statistical trends and the changes in reporting structure.

Passenger Car and Light Commercial Vehicle deliveries

With its passenger car brands, the Volkswagen Group is present in all relevant automotive markets around the world. The Volkswagen Group's key sales markets currently include Western Europe, China, the United States of America, Brazil, Russia, Mexico and Poland. In 2019, the Volkswagen Group recorded encouraging growth in many key markets.

In 2019, deliveries of passenger cars to Volkswagen Group customers worldwide increased to 10,732,415 units amid difficult conditions resulting primarily from mainly declining overall markets. Compared to 2018, the number of deliveries increased by 131,401 vehicles or 1.2% (2018: 10,601,014). Volkswagen Group's new SUV models made a particular contribution to this increase. As the passenger car market as a whole declined by 4.0% in 2019 compared to 2018, Volkswagen Group's share of the global market improved to 12.9% (2018:12.2%). The largest increases in volume in absolute terms were seen in Germany and Brazil. In Argentina and Turkey, among other countries, sales figures were down in 2019 as compared to prior year figures. The Volkswagen Passenger Cars, SEAT, Porsche and Lamborghini brands each exceeded their record figures from the previous year. The brands that achieved the largest growth in absolute terms were SEAT, Volkswagen Passenger Cars and Audi; whereas ŠKODA and Volkswagen Commercial Vehicles both fell slightly short of the 2018 figures.

In 2019, the passenger car market as a whole in Western Europe increased slightly by 0.6% compared to the prior-year figures. Volkswagen Group delivered 3,627,693 passenger cars and light commercial vehicles to customers, an increase of 4.4% compared to the previous year's figures (2018: 3,475,401). Negative effects, arising primarily from the public debate around driving bans for diesel vehicles and restricted capacity for petrol engines were offset by positive effects such as the successful launch of new vehicle models.

In the Central and Eastern Europe region, the market for passenger cars in fiscal year 2019 increased slightly by 2.7%. In 2019, Volkswagen Group delivered 769,681 passenger cars and light commercial vehicles to Central and Eastern Europe customers, an increase of 1.6% in 2019 as compared to prior-year figures (2018: 757,575). Demand for Volkswagen Group models increased in Russia and Poland, while it declined in the Czech Republic. Volkswagen Group's share of the passenger car market in Central and Eastern Europe in 2019 was 20.3%, a slight decrease compared to 2018 (20.6%).

In Turkey, the Volkswagen Group delivered 29.4% fewer vehicles in 2019 than in the previous year, totaling 78,251 deliveries (2018: 110,785), in the context of a substantially weaker overall market. In South Africa's declining passenger car market, demand for Volkswagen Group vehicles decreased by 0.4% in 2019.

The German passenger car market exceeded the high prior-year level (+5.0%) in 2019. Volkswagen Group delivered 1,324,942 vehicles to customers in its home market, an increase of 6.1% compared to the previous year (2018: 1,248,952), which had been positively influenced by various environmental buying incentives among other things. Negative effects caused by the public debate on driving bans for diesel vehicles and restricted capacity for petrol engines were offset by, among other things, the successful introduction of new models.

In North America, demand for Volkswagen Group models in 2019 was 0.5% lower at 948,309 vehicles compared to the prior year period (2018: 953,188); in a slightly declining overall passenger car and light commercial vehicle market. In the US, demand for Volkswagen Group models increased by 2.5% year-on-year in 2019; while the overall market volume in the US shrank slightly compared to the 2018 level (–1.6%). In the Canadian automotive market, the downward trend that had begun in the previous year continued during 2019, with the market registering a decline of 4.3%. The demand for Volkswagen Group vehicles in 2019 decreased by 5.3% to 112,247 compared to prior year figures (2018: 118,483), in the context of the shrinking overall market. In Mexico, overall sales of passenger cars and light commercial vehicles in 2019 decreased compared to the prior-year figure (–8.2%) for the third year in a row; with Volkswagen Group delivering 181,910 vehicles to customers, 7.4% fewer compared with the previous year (2018: 196,431).

The South American market for passenger cars and light commercial vehicles declined overall in 2019, registering a 5% decrease compared to prior year levels. However, Volkswagen Group delivered 551,734 vehicles to customers in 2019, an increase of 1.8% compared to the prior year period (2018: 542,239). In Brazil the recovery in the demand for automobiles continued, with an increase of 7.7% compared to 2018; while nevertheless remaining at much lower level than the record level achieved in 2012. Volkswagen Group benefited from this development and delivered 420,880 vehicles to customers, an increase of 15.7% compared to prior year levels (2018: 363,766). In the Argentinian market, the deterioration in the macroeconomic situation once again had a negative impact on demand for passenger cars and light commercial vehicles in 2019, with sales figures declining drastically by 43.0% compared to prior year levels. Amid a significantly weaker overall market, Volkswagen Group delivered 70,496 vehicles to customers in 2019, a 38.9% decrease compared to 2018 (2018: 115,426).

Following slight decreases in 2018, the market for passenger cars in the Asia-Pacific region weakened further in 2019, decreasing by 6.0%. In 2019, Volkswagen Group delivered 4,517,375 units to customers in this region, a decrease of 0.3% compared to 2018 (2018: 4,530,564); while the Group's market share in the region rose to 13.2% of the overall market (2018: 12.4%). China, the world's largest single market and the main growth driver of the Asia-Pacific region, recorded a distinct downturn in the reporting period, decreasing by 6.4% compared to 2018 levels. Nevertheless, Volkswagen Group slightly increased sales, delivering 4,228,840 vehicles to customers, 0.6% more than in the prior year (2018: 4,202,398). The volume of the Indian passenger car market declined in the reporting year. Demand for models from the Volkswagen Group decreased by 15.9% in 2019 compared with the previous year. In Japan, the number of passenger cars delivered to Volkswagen Group customers in 2019 decreased by 8.2% year-on-year amid a declining overall market volume.

Commercial Vehicle Deliveries

Volkswagen Group delivered a total of 242,221 mid-sized and heavy trucks, buses and TGE model vehicles from MAN in 2019 (an increase of 4.0% compared to 2018). Trucks accounted for 205,936 units (+1.7%), buses for 21,496 units (–5.0%) and TGE model vehicles from MAN for 14,789 deliveries (2018: 7,871).

In Western Europe, Volkswagen Group's total deliveries in 2019 amounted to 119,284 units, up 10.3% on the previous year's figure. The growth was mainly driven by the German, French and UK markets. Of this figure,

100,362 were trucks and 6,042 buses; and 12,880 TGE model vehicles from MAN. In 2019, deliveries in the markets of the Central and Eastern Europe region fell by 8.7% to 36,130 vehicles; trucks accounted for 33,312 and buses for 1,311; light commercial vehicles from the MAN brand came to 1,507 units. In Russia, the region's largest market, sales decreased year-on-year by 21.4% to 10,123 units.

In the Other markets, particularly in Turkey, deliveries of Volkswagen Group commercial vehicles in 2019 decreased by 23.5% year-on-year, amounting to 13,995 units; of this figure 11,280 were trucks and 2,326 were buses.

Deliveries in North America in 2019 declined by 8.5% to 3,219 vehicles; this included 1,794 trucks and 1,425 buses. The vehicles were handed over almost exclusively to customers in Mexico. In South America, the Volkswagen Group sold a total of 56,826 units in 2019 (+19.0%); of this figure 48,350 were trucks and 8,476 were buses. In Brazil, deliveries in 2019 rose by 30.5% following continued improvement in the economic climate. Of the units delivered, 43,438 were trucks and 6,113 were buses. Marked declines in deliveries were recorded in the other South American markets, especially Argentina, due to the development of the general economic environment.

In the Asia-Pacific region, Volkswagen Group delivered 12,767 commercial vehicles to customers in 2019; among these 10,838 were trucks and 1,916 were buses. Overall, this was a decrease of 18.9% compared to the previous year. In China, sales increased by 1.7% to 4,737 vehicles in 2019, of which 4,514 were trucks and 219 were buses.

Worldwide Development of Inventories

Global inventories at Group companies and in the dealer organization were lower at the end of 2019 when compared to the prior year-end.

Production

Volkswagen Group produced 10,823,378 vehicles worldwide in 2019, 1.8% less than in the previous year. In total, Volkswagen Group's Chinese joint ventures manufactured 4.1% fewer units in 2019 than in the prior year. In Germany, the production declined by 8.3%, mainly due to numerous new vehicle startups as well as the transition to electric vehicles. The percentage of the Group's total production accounted for by Germany was lower than in 2018, at 19.5% (2018: 20.9%).

Volkswagen Group Financial Services

The Financial Services Division combines the Volkswagen Group's dealer and customer financing, leasing, banking and insurance activities, fleet management and mobility offerings. The division comprises Volkswagen Financial Services and the financial services activities of Scania and Porsche Holding Salzburg. Since January 1, 2019, contracts signed by Volkswagen Group's international joint ventures are also included. The comparative figures have been adjusted.

Figures for the three months ended March 31, 2020 compared to the three months ended March 31, 2019

In the period from January to March 2020, the number of new financing, leasing, service and insurance contracts signed worldwide decreased by 2.0% to 2.1 million as compared to the first three months of 2019, due in part to the SARS-CoV-2 pandemic's effect on demand. As the Volkswagen Group's deliveries fell out of proportion to the contracts signed, the ratio of leased and financed vehicles to Group deliveries (penetration rate) in the Financial Services Division's markets in the reporting period increased to 39.8% (prior year period: 33.8%). As of March 31, 2020, the total number of contracts was 23.7 million, 0.3% higher than at December 31, 2019.

Figures for 2019

At 9.3 million, the worldwide number of new financing, leasing, service and insurance contracts signed was higher than in the previous year (2018: 8.8 million). In 2019, the ratio of leased or financed vehicles to Volkswagen Group deliveries (penetration rate) in the Financial Services Division's markets was 34.5% (2018: 34.2%). As of December 31, 2019, the total number of contracts was 23.7 million, an increase of 5.7% compared to the end of 2018. The number of contracts in the customer financing/leasing area also increased by 4.7% to 11.8 million in 2019; while – in the service/insurance area – it increased by 6.7% to 11.9 million in 2019.

Volkswagen Group Sales Revenue and Profit

Unless otherwise indicated, the 2019 and the 2018 financial figures have been taken or derived from the 2019 Annual Financial Statements. The 2018 and the 2017 financial figures have been taken or derived from the 2018 Annual Financial Statements. As a result, not all figures may be comparable.

Figures for the Three Months ended March 31, 2020 compared to the Three Months ended March 31, 2019

The Volkswagen Group generated sales revenue of €55.1 billion for the first three months ended March 31, 2020, a decline of 8.3% compared with the first three months ended March 31, 2019. The main adverse factor was a decline in volumes due to the SARS-CoV-2 pandemic. In addition, changes in exchange rates had a negative effect, while mix effects, better price positioning and the business performance in the Financial Services Division made a positive contribution. The Volkswagen Group generated 80.1% of its sales revenue (excluding sales revenue from hedges) outside Germany in the three months ended March 31, 2020 (first three months of 2019: 79.7%). Gross result decreased to €9.2 billion (first three months of 2019: €11.7 billion); the gross margin (gross result as percentage of sales revenue) stood at 16.8% (first three months of 2019: 19.5%).

The Volkswagen Group's operating result for the period from January 1 to March 31,2020 amounted to €0.9 billion, down €3.0 billion on the period from January 1 to March 31, 2019, in which expenses directly related to the diesel issue of €–1.0 billion weighed on profit. The operating return on sales (operating result as percentage of sales revenue) for the first three months ended March 31, 2020 decreased to 1.6% as compared to 6.4% for the first three months of 2019. The main reason for the decline was the negative impact of the spread of the SARS-CoV-2 pandemic. In addition to lower unit sales because of the fall in customer demand, turbulence in the commodity and capital markets meant that the fair value measurement of commodity hedges and the measurement of receivables and liabilities denominated in foreign currencies had a negative effect.

The financial result decreased by €0.4 billion to €–0.2 billion for the first three months ended March 31, 2020, as compared to the first three months ended March 31, 2019 primarily due to the spread of the SARS-CoV-2 coronavirus. The interest expenses included in the financial result were down markedly for measurement-related reasons caused by a change in discount rates applied in the measurement of liabilities, while changes in share prices weighed on net income from securities and funds. The share of the result of equity-accounted investments was markedly lower than in the previous year-period. The decline was primarily due to lower profit generated by the Chinese joint ventures, which were affected by the SARS-CoV-2 pandemic during the entire first quarter of 2020.

The Volkswagen Group's earnings before tax decreased by €3.4 billion to €0.7 billion for the first three months ended March 31,2020 as compared to the first three months ended March 31, 2019. Earnings after tax amounted to €0.5 billion for the first three months ended March 31, 2020 (first three months ended March 31, 2019: €3.1 billion).

Figures for 2019 compared to 2018

Using the modified retrospective method (adjustments to the opening balance sheet), right-of-use assets were recognized under noncurrent assets and lease liabilities as financial liabilities for the first time as of January 1, 2019. This led to an increase in total assets but did not affect equity.

The new approach resulted in a slight increase in operating profit in 2019, because the only items allocated to operating profit as of January 1, 2019 are depreciation charges on right-of-use assets. Interest expenses on lease liabilities in the Automotive Division are recognized in the financial result, with a corresponding negative impact.

The Volkswagen Group generated sales revenue of €252.6 billion in 2019, 7.1% higher than in 2018. Improvements in product mix, higher sales volumes and the healthy business performance of the Financial Services Division had a positive impact; offsetting the negative effects from exchange rate developments. The major share of sales revenue (excluding sales revenue from hedges) was recorded outside Germany (80.6% in 2019 compared with 81.4% in 2018).

In 2019, the Volkswagen Group generated an operating result of €17.0 billion, which was €3.1 billion higher than in 2018 (€13.9 billion). The increase was mainly attributable to positive mix effects, higher volumes, the reversal of impairment losses following the remeasurement of development costs, product cost optimizations, and the fair value measurement of certain derivatives. A rise in fixed costs had a negative impact. Expenses directly related to the diesel issue weighed on operating result, reducing operating result by €2.3 billion (2018: €3.2 billion). The operating return on sales increased to 6.7% in 2019 (2018: 5.9%).

Volkswagen's financial result decreased slightly by €0.3 billion to €1.4 billion in 2019 compared with 2018. The interest expenses included in financial result increased markedly, driven by the rise in the refinancing volume, the interest expense on provisions, and application of the new IFRS 16 accounting standards. The share of the result of equity-accounted investments in 2019 was approximately at the same level as in 2018, at €3.3 billion.

The Volkswagen Group's earnings before tax improved by 17.3% to €18.4 billion in 2019 compared to 2018. The return on sales before tax rose to 7.3% in 2019 (2018: 6.6%). Income taxes resulted in an expense of €4.3 billion

in 2019 (2018: €3.5 billion), which in turn led to a tax rate of 23.6% (2018: 22.3%). Earnings after tax increased by €1.9 billion to €14.0 billion in 2019 compared with 2018.

Selected Historical Financial Information

Figures for the Three Months ended March 31, 2020

The following consolidated operating and financial data were extracted from the Volkswagen Group's interim report for the period January 1, 2020 to March 31, 2020:

Volume Data in thousands[1] (unaudited)	Three Months Ended March 31, 2020	Three Months Ended March 31, 2020	%
Vehicle sales (units)	1,937	2,583	–25.0
Production (units)	1,997	2,655	–24.8
Employees at March 31, 2019/December 31, 2018	670.0	671.2	–0.2

1 Volume data including the unconsolidated Chinese joint ventures. These companies are accounted for using the equity method.

Financial Data (IFRS), € million (unaudited)	Three Months Ended March 31, 2020	Three Months Ended March 31, 2020	%
Sales revenue	55,054	60,012	–8.3
Operating result[1]	904	3,868	–76.6
Earnings before tax	682	4,071	–83.3
Earnings after tax	517	3,053	–83.1
Earnings attributable to Volkswagen AG shareholders	405	2,912	–86.1
Cash flows from operating activities	1,894	2,849	–33.5
Automotive Division[2]			
Total research and development costs	3,563	3,483	+2.3
R&D ratio (as a percentage)[3]	8.0	6.9	–
Cash flows from operating activities	1,546	5,364	–71.2
Capex[4]	2,087	2,008	+4.0
as a percentage of sales revenue[4]	4.7	4.0	–
Net cash flow[5]	–2,518	1,990	>–100
Net liquidity at March 31[6]	17,787	15,991	+11.2

Operating result on the Volkswagen Group level as well as R&D ratio, capex as a percentage of sales revenue, net cash flow and net liquidity in the Automotive Division are − amongst others − core performance indicators, which are derived from the current strategic goals and therefore are the basis of the internal management system. All figures are disclosed in the interim reports of Volkswagen AG for the respective periods.

1 Operating result is defined as sales revenue net of cost of sales, distribution expenses, administrative expenses and other operating income/expenses in the income statement.

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

3 Research and development ratio ("R&D ratio") in the Automotive Division is defined as total research and development costs in relation to sales revenue.

4 Capex is defined as investments in intangible assets (excluding capitalised development costs), property, plant and equipment, and investment property (three months ended March 31, 2020: €2,087 million, March 31, 2019: €2,008 million) and as percentage of sales revenue (three months ended March 31, 2020: €55,054 million, March 31, 2019: €60,012 million).

5 Net cash flow is defined as cash flows from operating activities (three months ended March 31, 2020: €1,546 million, March 31, 2019: €5,364 million), net of investing activities attributable to operating activities (investing activities excluding change in investments in securities, loans and time deposits) (three months ended March 31, 2020: €4,064 million, March 31, 2019: €3,375 million).

6 Net liquidity is defined as the total of cash and cash equivalents (three months ended March 31, 2020: €18,938 million, March 31, 2019: €14,275 million), securities, loans and time deposits (three months ended March 31, 2020: €14,928 million, March 31, 2019: €14,030 million) net of third-party borrowings (noncurrent and current financial liabilities) (three months ended March 31, 2020: €16,078 million, March 31, 2019: €12,314 million).

Figures for 2019

On January 1, 2019, the new IFRS 16 accounting standard came into effect, amending previous lease accounting rules. This led to, among other things, an increase in total assets (but did not affect equity) and an impact on cash flow for 2019. The prior-year figures have not been adjusted. As a result, the figures as of and for the year ended December 31, 2019 may not be comparable to the results presented as of and for the years ended December 31, 2018 and December 31, 2017. For further information, please refer to the discussion on IFRS 16 "Effects of new and amended IFRSs" in the notes to the 2019 Annual Financial Statements.

The following consolidated operating and financial data were extracted from the Volkswagen Group's 2019 annual report:

Volume Data[1] (unaudited)	2019	2018	%
Vehicle sales (units)	10,956,499	10,899,869	+0.5
Production (units)	10,823,378	11,017,621	–1.8
Employees at December 31	671,205	664,496	+1.0

1 Volume data including the unconsolidated Chinese joint ventures. These companies are accounted for using the equity method.

Financial Data (IFRS), € million (audited unless otherwise indicated)	2019	2018	% (unaudited)
Sales revenue	252,632	235,849	+7.1
Operating result[1]	16,960	13,920	+21.8
Earnings before tax	18,356	15,643	+17.3
Earnings after tax	14,029	12,153	+15.4
Earnings attributable to Volkswagen AG shareholders	13,346	11,827	+12.8
Cash flows from operating activities	17,983	7,272	n.m.
Automotive Division[2]			
Total research and development costs[7]	14,306	13,640	+4.9
R&D ratio (as a percentage)[3 7]	6.7	6.8	—
Cash flows from operating activities[7]	30,733	18,531	+65.8
Capex[4 7]	14,007	13,218	+6.0
as a percentage of sales revenue[4 7]	6.6	6.6	—
Net cash flow[5 7]	10,835	−306	n.m.
Net liquidity at December 31[6 7]	21,276	19,368	+9.9

Operating result on the Volkswagen Group level as well as R&D ratio, capex as a percentage of sales revenue, net cash flow and net liquidity in the Automotive Division are − amongst others − core performance indicators, which are derived from the current strategic goals and therefore are the basis of the internal management system. All figures are disclosed in the annual reports of Volkswagen AG for the respective periods.

1 Operating result is defined as sales revenue net of cost of sales, distribution expenses, administrative expenses and other operating income/expenses in the income statement.

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

3 Research and development ratio ("**R&D ratio**") in the Automotive Division is defined as total research and development costs in relation to sales revenue.

4 Capex is defined as investments in intangible assets (excluding capitalized development costs), property, plant and equipment, and investment property (2019: €14,007 million, 2018: €13,218 million) and as percentage of sales revenue of the Automotive Division (2019: €212,473 million, 2018: €201,067 million).

5 Net cash flow is defined as cash flows from operating activities (2019: €30,733 million, 2018: €18,531 million), net of investing activities attributable to operating activities (investing activities excluding change in investments in securities, loans and time deposits) (2019: €19,898 million, 2018: €18,837 million).

6 Net liquidity is defined as the total of cash and cash equivalents (2019: €18,098 million, 2018: €23,354 million), securities, loans and time deposits (2019: €13,458 million, 2018: €8,697 million) net of third-party borrowings (noncurrent and current financial liabilities) (2019: €10,280 million, 2017: €12,683 million).

7 Unaudited.

Figures for 2018

The application of new IFRS standards (IFRS 9 "Financial Instruments" and IFRS 15 "Revenue from Contracts with Customers", which became mandatory as of January 1, 2018) has led to, among other things, adjustments to the 2017 figures in the income statement. For further information, please refer to the discussion on IFRS 9 and 15 under "Effects of new and amended IFRSs" in the notes to the 2018 Annual Financial Statements.

The 2018 and the 2017 financial figures have been taken or derived from the 2018 Annual Financial Statements.

Volume Data[1] (unaudited)	2018	2017	%
Vehicle sales (units)	10,899,869	10,777,048	+1.1
Production (units)	11,017,621	10,875,000	+1.3
Employees at December 31	664,496	642,292	+3.5

Financial Data (IFRS), € million (audited unless otherwise indicated)	2018	2017[7]	% (unaudited)
Sales revenue	235,849	229,550	+2.7
Operating result[1]	13,920	13,818	+0.7
Earnings before tax	15,643	13,673	+14.4
Earnings after tax	12,153	11,463	+6.0
Earnings attributable to Volkswagen AG shareholders	11,827	11,179	+5.8
Cash flows from operating activities	7,272	–1,185	n.m.
Automotive Division[2]			
Total research and development costs[8]	13,640	13,135	+3.8
R&D ratio (as a percentage)[3 8]	6.8	6.7	
Cash flows from operating activities[8]	18,531	11,686	+58.6
Capex[4 8]	13,218	12,631	+4.6
as a percentage of sales revenue[4 8]	6.6	6.5	
Net cash flow[5 8]	−306	−5,950	−94.9
Net liquidity at December 31[6 8]	19,368	22,378	–13.5

Operating result on the Volkswagen Group level as well as R&D ratio, capex as a percentage of sales revenue, net cash flow and net liquidity in the Automotive Division are − amongst others − core performance indicators, which are derived from the current strategic goals and therefore are the basis of the internal management system. All figures are disclosed in the annual reports of Volkswagen AG for the respective periods.

1 Operating result is defined as sales revenue net of cost of sales, distribution expenses, administrative expenses and other operating income/expenses in the income statement.

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

3 Research and development ratio ("**R&D ratio**") in the Automotive Division is defined as total research and development costs in relation to sales revenue.

4 Capex is defined as investments in intangible assets (excluding capitalized development costs), property, plant and equipment, and investment property (2018: €13,218 million, 2017: €12,631 million) and as percentage of sales revenue divided by sales revenue (2018: €201,067 million, 2017: €195,817 million).

5 Net cash flow is defined as cash flows from operating activities (2018: €18,531 million, 2017: €11,686 million), net of investing activities attributable to operating activities (investing activities excluding change in investments in securities, loans and time deposits) (2018: €18,837 million, 2017: €17,636 million).

6 Net liquidity is defined as the total of cash and cash equivalents (2018: €23,354 million, 2017: €13,428 million), securities, loans and time deposits (2018: €8,697 million, 2017: €15,201 million) net of third-party borrowings (noncurrent and current financial liabilities) (2018: €12,683 million, 2017: €6,251 million).

7 Adjusted for changes in accounting policy. For more information, see "Effects of new and amended IFRSs" in the notes to the 2018 Annual Financial Statements.

8 Unaudited.

Statutory Auditors

PricewaterhouseCoopers GmbH Wirtschaftsprüfungsgesellschaft ("**PwC**"), Fuhrberger Str. 5, 30625 Hannover, Germany, audited the consolidated financial statements of the Guarantor as of and for the years ended December 31, 2019 and December 31, 2018, which were prepared in accordance with IFRS, and the additional requirements of German commercial law pursuant Section 315e (1) HGB, and issued in each case an unqualified auditor's report (*Bestätigungsvermerk*).

The auditor's reports (*Bestätigungsvermerke*) issued on the consolidated financial statements of the Guarantor as of and for the fiscal year ended December 31, 2019 as well as December 31, 2018 each contain an emphasis of matter paragraph concerning "The Diesel Issue", and the related awareness of members of the Volkswagen AG's board of management and provisions for warranties and legal risks.

PwC issued a review report (*Bescheinigung nach prüferischer Durchsicht*) on the unaudited IFRS condensed consolidated interim financial statements of the Guarantor as of and for the three-month period ended March 31, 2020. The review report (*Bescheinigung nach prüferischer Durchsicht*) contains an emphasis of matter paragraph concerning "The Diesel Issue", and the related awareness of members of the Volkswagen AG's board of management and provisions for warranties and legal risks.

PwC is a member of the Chamber of Public Accountants (*Wirtschaftsprüferkammer, Körperschaft des öffentlichen Rechts*), Berlin, Germany.

Trend Information

Notwithstanding the impact of the SARS-CoV-2 pandemic, which has affected and may continue to affect Volkswagen Group's operations and financial results for 2020 (see also: "*Recent Events*"), there has been no material adverse change in the prospects of the Guarantor since December 31, 2019, the date of its last published audited consolidated financial statements.

A material adverse change in the prospects of the Guarantor may occur after the date of its last published audited financial statements as of and for the year ended December 31, 2019. Such material adverse change would – should it occur – relate mainly to the diesel issue of Volkswagen AG, as discussed in detail under "*Risk Factors — Government authorities in a number of jurisdictions worldwide have conducted and are continuing to conduct investigations of Volkswagen regarding findings of irregularities relating to exhaust emissions from diesel engines in certain Volkswagen Group vehicles. The results of these and any further investigations, and related civil and criminal litigation, may have a material adverse effect on Volkswagen's business, financial position, results of operations, and reputation, as well as the prices of its securities, including the Notes, and its ability to make payments under its securities.*" and "*Volkswagen is exposed to risks in connection with product-related guarantees and warranties as well as the provision of voluntary services, in particular in relation to recall campaigns.*" and "*Legal and Arbitration Proceedings — Diesel Issue".* The outcome of the diesel issue may have a material adverse effect on Volkswagen's business, and may, as a consequence, influence Volkswagen AG's, VIF's, VCCI's or VWGoAF's prospects in an unfavorable manner.

Notwithstanding the impact of the SARS-CoV-2 pandemic, which has affected and may continue to affect Volkswagen Group's operations and financial results for 2020 (see also: "*Recent Events*"), there has been no significant change in the financial performance of Volkswagen since March 31, 2020, the date for which financial information has been published.

Significant Changes in the Guarantor's Financial Position

Notwithstanding the impact of the SARS-CoV-2 pandemic, which has affected and may continue to affect Volkswagen Group's operations and financial results for 2020 (see also: "*Recent Events*"), there has been no significant change in the financial position of Volkswagen since March 31, 2020, the date for which financial information has been published.

Recent Events

Prospective investors are cautioned that key business metrics in the 2019 Annual Financial Statements and in the Interim Financial Statements may not be predictive of the Volkswagen Group's actual results, performance or achievements for the financial year 2020 due to the global spread of the SARS-CoV-2 pandemic and the related restrictions on movement and business imposed by many governments and the resulting global economic downturn, as well as other factors discussed under "*Risk Factors*" in general and as specifically discussed under "*The recent outbreak of SARS-CoV-2 has had a material adverse effect on Volkswagen's business, affecting sales, production and supply chains, and employees. Further, the spread of the SARS-CoV-2 outbreak has caused and may continue to cause severe disruptions in the European and global economy and financial markets and could potentially create widespread business continuity issues.*"

The management of Volkswagen anticipates a negative growth rate in the world economy in 2020 as a result of the spread of the SARS-CoV-2 coronavirus. In addition, Volkswagen continues to believe that there are risks of continuing protectionist tendencies, volatility on financial markets and structural deficits in individual countries. In addition, growth prospects are expected to be negatively impacted by continuing geopolitical tensions and conflicts. Volkswagen therefore expects advanced as well as emerging economies to experience a marked decline in economic performance even though Volkswagen believes there will be the beginning of an economic recovery during the course of the year 2020.

The global economy contracted over the three month period ending March 31, 2020, primarily due to the global spread of the SARS-CoV-2 outbreak and the related restrictions on movement and business imposed by many

governments. Advanced economies and emerging markets have both been affected, including Volkswagen's core markets. The spread of SARS-CoV-2 has caused serious disruptions in global supply chains, a significant decrease in consumer demand and spending, and adversely impacted a number of industries, including the automobile industry.

The global economic downturn and restrictions on movement attributable to the coronavirus pandemic resulted in a significant decrease in customer demand for Volkswagen's products and services, as well as serious disruptions to the supply chains and production and have had a material impact on all of Volkswagen's business areas for the three month period ending March 31, 2020.

Global demand for passenger cars decreased substantially by 23.3% over the first quarter of 2020 as compared to the same period in 2019, primarily due to economic effects related to the SARS-CoV-2 pandemic. Worldwide demand for light commercial vehicles for January through March 2020 also decreased substantially compared to the same period for 2019.Volkswagen's key markets were negatively affected, especially Western Europe and the Asia-Pacific region. In Western Europe, the passenger car market in Italy, France, the United Kingdom and Spain lost one-third of its volume and in Germany, new passenger car registrations fell by one-fifth as compared to the first quarter of 2019. The volume of new registrations of light commercial vehicles in Western Europe dropped substantially below the prior-year figure. Demand for light commercial vehicles in Germany in the same period was markedly lower than in the first quarter of 2019. In major emerging markets such as Central and Eastern Europe and Brazil, new registrations of passenger cars and light commercial vehicles were significantly lower as compared to first quarter of 2019. The passenger car market in Russia, however, remained substantially unchanged from the same period in 2019 and the number of light commercial vehicles in Russia between January and March 2020 was down moderately on the previous year. Due to an earlier outbreak, the negative effects of SARS-CoV-2 impacted the entire first quarter of 2020 in the Asia-Pacific region, with the number of new registered passenger cars almost one-third lower than the first quarter of 2019. This decline was primarily attributable to developments in the passenger car market in China, where the effects of the coronavirus further depressed an already negative growth rate. There was as well a sharp year-on-year decline in demand for light commercial vehicles in the Asia-Pacific region for the first quarter of 2020. New registrations for passenger cars and light commercial vehicles declined significantly in North America and South America in the first quarter as compared to 2019, due to the initial effects of the coronavirus pandemic.

Due to the SARS-CoV-2 pandemic and reduced availability of market data for the Commercial Vehicle segment, reliable figures for March 2020 are not currently available. Demand for Commercial Vehicles over 6 tons for January and February 2020 in Volkswagen's key markets were significantly lower than the relevant period in 2019 and are expected to fall further for March 2020 due to the effects of the SARS-CoV-2 pandemic.

Demand for Commercial Vehicles in the EU27+3 was significantly lower in January and February 2020 as compared to 2019. In Russia, however, demand was significantly higher than the same period in 2019, driven primarily by favorable exchange rate effects as well as government spending. In Brazil, demand for the first two months of 2020 was slightly lower than for the same period in 2019.

The markets for Power Engineering are affected by differing regional and cyclical influences, causing the development of the different segments to vary independently of each other. Overall, the markets were negatively affected by the SARS-CoV-2 pandemic and in different ways affected by the low oil prices.

Demand for automotive financial services was steady in the first three months of 2020 due, among other things, to the low interest rates in the main currency areas. At the same time, the SARS-CoV-2 pandemic put pressure on the demand for financial services in nearly all regions.

Going forward, Volkswagen – in a very uncertain environment – anticipates that economic recovery could commence in the course of 2020, but expects a continued decrease in global demand for new vehicles, an increase in competition and challenges in maintaining a stable supply chain and protecting the health of its employees.

The Volkswagen Group expects deliveries to customers and sales revenue in 2020 to be significantly below the prior year due to the impact of the SARS-CoV-2 pandemic. Challenges will also arise particularly from the increasing intensity of competition, volatile commodity and foreign exchange markets and more stringent emissions-related requirements.

Administration, Management and Supervisory Bodies

Board of Management

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

Name	Position at Volkswagen AG
Dr. Ing. Herbert Diess[(1)]	Chairman; Chairman of the Brand Board of Management of Volkswagen Passenger Cars, Volume brand group, China
Dr. Oliver Blume[(2)]	Chairman of the Executive Board of Porsche AG, Sport & Luxury brand group
Gunnar Kilian[(3)]	Human Resources and Organization
Hiltrud Dorothea Werner	Integrity and Legal Affairs
Andreas Renschler	Chairman of the Board of Management of TRATON SE, Truck & Bus brand group
Dr. Stefan Sommer[(4)]	Components and Procurement
Frank Witter	Finance and IT
Mr. Markus Duesmann[(5)]	Chairman of the Board of Management of AUDI AG, Premium brand group

(1) Mr. Herbert Diess has been appointed as chairman of the Board of Management effective April 12, 2018, replacing Mr. Matthias Müller who stepped down from the Board of Management by mutual agreement. Mr. Diess will continue to manage the Volkswagen Passenger Cars brand with the assistance of a chief operating officer, who is responsible for daily operations. Mr. Diess also assumed responsibility of the China division from Prof. Jochem Heizmann, effective January 11, 2019.

(2) Mr. Oliver Blume, Chairman of the Board of Management of Porsche AG, has been appointed as a new member of the Board of Management in April 2018 following the departure of Mr. Francisco Javier Garcia Sanz, head of Procurement, who left Volkswagen AG at his own request.

(3) Mr. Gunnar Kilian has taken over the responsibility for Human Resources and Organization from Mr. Karlheinz Blessing in April 2018. Mr. Blessing has left the Board of Management by mutual agreement.

(4) Dr. Stefan Sommer assumed responsibility for Components and Procurement as from September 1, 2018.

(5) Mr. Markus Duesmann has taken over the responsibility as the Chairman of the Board of Management of AUDI AG, effective April 1, 2020, replacing Mr. Abraham Schot.

The members of the Board of Management hold the following additional mandates in supervisory bodies[1]:

Name	Additional activities (as of December 31, 2019)
Dr. Ing. Herbert Diess	FC Bayern München AG, Munich; Infineon Technologies AG, Neubiberg[2]
Andreas Renschler	Deutsche Messe AG, Hanover[2]

1 As part of their duty to manage and supervise the Volkswagen Group's business, the members of the Board of Management hold other offices on the supervisory boards of consolidated Volkswagen Group companies and other significant investees.

2 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, Position	Principal activities outside Volkswagen AG
Hans Dieter Pötsch Chairman Chairman of the Executive Board and Chief Financial Officer of Porsche Automobil Holding SE	• AUDI AG, Ingolstadt[(1)] • Autostadt GmbH, Wolfsburg [(1)] • Bertelsmann Management SE, Gütersloh[(1)] • Bertelsmann SE & Co. KGaA, Gütersloh[(1)] • Dr. Ing. h.c.F. Porsche AG, Stuttgart[(1)] • TRATON SE[(2)], Munich (Chairman) • Wolfsburg AG, Wolfsburg[(1)] • Porsche Austria Gesellschaft m.b.H., Salzburg (Chairman)[(2)] • Porsche Holding Gesellschaft m.b.H., Salzburg (Chairman)[(2)] • Porsche Retail GmbH, Salzburg (Chairman)[(2)]

Name, Position	Principal activities outside Volkswagen AG
	• VfL Wolfsburg-Fußball GmbH, Wolfsburg (Deputy Chairman)[2]
Jörg Hofmann* Deputy Chairman First Chairman of IG Metall	• Robert Bosch GmbH, Stuttgart[1]
Dr. Hussain Ali Al-Abdulla Minister of State, Qatar	• Gulf Investment Corporation, Safat/Kuwait[2] • Masraf Al Rayan, Doha (Chairman)[2] • Qatar Investment Authority, Doha[2] • Qatar Supreme Council for Economic Affairs and Investment, Doha [2]
Dr. Hessa Sultan Al-Jaber Chairwoman of the Supervisory Board of Malomatia Qatar, Doha Chairwoman of the Supervisory Board of Qatar Satellite Company (Es'hailSat), Doha Member of the Consultative Assembly (Shura Council) of the state Qatar, Doha	• Malomatia, Doha[2] • Qatar Satellite Company (Es'hailSat), Doha[2] • Trio Investment, Doha[2]
Marianne Heiß[3] Chief Financial Officer of BBDO Group Germany GmbH, Düsseldorf	• AUDI AG, Ingolstadt[1] • Porsche Automobil Holding SE, Stuttgart[1]
Dr. jur. Hans-Peter Fischer* Chairman of the Board of Management of Volkswagen Management Association	• Volkswagen Pension Trust e.V., Wolfsburg[2]
Conny Schönhardt[4]* Secretary to the Board of IG Metall Trade Union	n.a.
Uwe Hück (stepped down on February 8, 2019) Chairman of the General and Group Works Council of Dr. Ing. h.c.F. Porsche AG	• Dr. Ing. h.c.F. Porsche AG, Stuttgart (Deputy Chairman)[1]
Johan Järvklo* Secretary-General of the European and Global Group Works Council	n.a.
Ulrike Jakob* Deputy Chairwoman of the Works Council of Volkswagen AG, Kassel plant	n.a.
Dr. Louise Kiesling Businesswoman	n.a.
Dr. Bernd Althusmann Minister of Economic Affairs, Labor, Transport and Digitalization for the Federal State of Lower Saxony	• Deutsche Messe, AG, Hanover (Chairman)[1] • Container Terminal Wilhelmshaven JadeWeserPort-Marketing GmbH & Co. KG, Wilhelmshaven (Chairman)[2] • JadeWeserPort Realisierungs GmbH & Co. KG, Wilhelmshaven (Chairman)[2] • JadeWeserPort Realisierungs-Beteiligungs GmbH, Wilhelmshaven (Chairman)[2] • Niedersachsen Ports GmbH & Co. KG, Oldenburg (Chairman)[2]
Peter Mosch* Chairman of the General Works Council of AUDI AG	• AUDI AG, Ingolstadt (Deputy Chairman)[1] • Audi Pensionskasse – Altersversorgung der AUTO UNION GmbH, VVaG, Ingolstadt[1]
Bertina Murkovic* Chairwoman of the Works Council of Volkswagen Commercial Vehicles	• MOIA GmbH, Berlin
Bernd Osterloh* Chairman of the General and Group Works Councils of Volkswagen AG	• Autostadt GmbH, Wolfsburg[1] • TRATON SE[1] • Wolfsburg AG, Wolfsburg[1] • Allianz für die Region GmbH, Braunschweig[2] • Porsche Holding Gesellschaft m.b.H., Salzburg[2] • SEAT, S.A., Martorell[2] • ŠKODA Auto a.s., Mladá Boleslav[2] • VfL Wolfsburg-Fußball GmbH, Wolfsburg[2] • Volkswagen Immobilien GmbH, Wolfsburg[2]

Name, Position	Principal activities outside Volkswagen AG
Dr. jur. Hans Michel Piëch Lawyer in private practice	• AUDI AG, Ingolstadt[1] • Dr. Ing. h.c. F. Porsche AG, Stuttgart[1] • Porsche Automobil Holding SE, Stuttgart (Deputy Chairman)[1] • Porsche Cars Great Britain Ltd., Reading[2] • Porsche Cars North America Inc., Atlanta[2] • Porsche Holding Gesellschaft m.b.H., Salzburg[2] • Porsche Ibérica S.A., Madrid[2] • Porsche Italia S.p.A., Padua[2] • Schmittenhöhebahn AG, Zell am See[2] • Volksoper Wien GmbH, Vienna[2]
Dr. jur. Ferdinand Oliver Porsche Member of the Board of Management of Familie Porsche AG Beteiligungsgesellschaft	• AUDI AG, Ingolstadt[1] • Dr. Ing. h.c. F. Porsche AG, Stuttgart[1] • Porsche Automobil Holding SE, Stuttgart[1] • TRATON SE[1] • Porsche Holding Gesellschaft m.b.H., Salzburg[2] • Porsche Lizenz- und Handelsgesellschaft mbH & Co. KG, Ludwigsburg[2]
Dr. rer. comm. Wolfgang Porsche Chairman of the Supervisory Board of 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)[2] • Porsche Cars Great Britain Ltd., Reading[2] • Porsche Cars North America Inc., Atlanta[2] • Porsche Holding Gesellschaft m.b.H., Salzburg[2] • Porsche Ibérica S.A., Madrid[2] • Porsche Italia S.p.A., Padua[2] • Schmittenhöhebahn AG, Zell am See[2]
Athanasios Stimoniaris* Chairman of the Group Works Council of MAN SE and of the SE Works Council	• MAN SE, Munich[1] • MAN Truck & Bus AG, Munich (Deputy Chairman)[1] • Rheinmetall MAN Military Vehicles GmbH, Munich[1] • TRATON SE (Deputy Chairman)[1]
Stephan Weil Minister-President of the Federal State of Lower Saxony	n.a
Mr. Werner Weresch[5]* Chairman of the General and Group Works Council of Dr. Ing. h.c. F. Porsche AG	Dr. Ing. h.c. F. Porsche AG, Stuttgart

* Employee representative.

[1] Membership of statutory supervisory boards in Germany.

[2] Comparable appointments in Germany and abroad.

[3] Replaced Annika Falkengren as member of the Supervisory Board as of February 14, 2018. Ms. Heiß was confirmed as a new member of the Supervisory Board at the Annual General Meeting held on May 3, 2018.

[4] Replaced Ms. Birgit Dietze as member of the Supervisory Board as of June 16, 2019. Ms. Dietze resigned her mandate as a member of the Supervisory Board of Volkswagen AG with effect from May 31, 2019.

[5] Replaced Mr. Uwe Hück as member of the Supervisory Board as of February 21, 2019. Mr. Hück resigned his mandate as a member of the Supervisory Board of Volkswagen AG with effect from February 8, 2019.

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

The following family relationships exist between the members of the Supervisory Board: Dr. jur. Hans Michel Piëch and Dr. rer. comm. Wolfgang Porsche are cousins. In addition, Dr. jur. Ferdinand Oliver Porsche is a nephew of the aforementioned members of the Supervisory Board. Dr. Louise Kiesling is a niece of Dr. jur. Hans Michel Piëch. There are no family relationships among 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 Volkswagen AG has a substantial interest, and of key shareholders of Volkswagen AG, so-called dual mandates.

Such dual mandates are, for example, held by Ms. Hiltrud Dorothea Werner, who is simultaneously a member of the Supervisory Board of AUDI AG. A member of the Board of Management, Dr. Oliver Blume, is simultaneously the Chairman of the Board of Management of Dr. Ing. h.c. F. Porsche AG.

Dual mandates also exist in relation to key shareholders of Volkswagen AG and the members of its governing bodies.

Dr. jur. Hans Michel Piëch, Dr. jur. Ferdinand Oliver Porsche and Marianne Heiß are simultaneously members of the Supervisory Board of Volkswagen AG and members of the Supervisory Board of Porsche Automobil Holding SE. Dr. rer. comm. Wolfgang Porsche, Chairman of the Supervisory Board of Porsche Automobil Holding SE, is simultaneously a member of the Supervisory Board of Volkswagen AG.

Dr. jur. Hans Michel Piëch and Dr. jur. Ferdinand Oliver Porsche are simultaneously members of the Supervisory Board of Volkswagen AG 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 Volkswagen AG.

Dr. jur. Hans Michel Piëch, Dr. jur. Ferdinand Oliver Porsche, Dr. rer. comm. Wolfgang Porsche, Peter Mosch and Marianne Heiß are members of the Supervisory Board of Volkswagen AG 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 Group's 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.

In the event of regular termination of their service on the Board of Management, the members of the Board of Management 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. The agreed benefits are paid or made available when the Board of Management member reaches the age of 63. If the appointment to the Board of Management is terminated for cause through no fault of the Board of Management member, the claims under Board of Management contracts entered into since November 20, 2009 are limited to a maximum of 2 years' remuneration. For Board of Management members who are commencing their third or later term of office, existing rights under contracts entered into before November 20, 2009 are grandfathered. No severance payment is made if the appointment to the Board of Management is terminated for good reason for which the Board of Management member is responsible.

Dr. Louise Kiesling, 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 Volkswagen AG.

Apart from the facts indicated above, there are no potential conflicts of interests between any duties to the Guarantor of the members of the Board of Management and the Supervisory Board and their private interests and or other duties.

Legal and Arbitration Proceedings

Various legal risks could potentially have materially adverse consequences for Volkswagen's business, results of operations, financial position and net assets.

Diesel Issue

The Volkswagen Group is involved in extensive investigations and legal proceedings in relation to the diesel issue as further detailed below. See also "*Risk Factors — Risk Factors regarding Volkswagen Aktiengesellschaft and Volkswagen Group — Government authorities in a number of jurisdictions worldwide have conducted and are continuing to conduct investigations of Volkswagen regarding findings of irregularities relating to exhaust emissions from diesel engines in certain Volkswagen Group vehicles. The results of these and any further investigations, and related civil and criminal litigation, may have a material adverse effect on Volkswagen's business, financial position, results of operations, and reputation, as well as the prices of its securities, including the Notes, and its ability to make payments under its securities*".

Overview of the Diesel Issue

The diesel issue is rooted in a modification of parts of the software of the relevant engine's control units – which, according to Volkswagen AG's legal position, is only unlawful under US law – for the type EA 189 diesel engines that Volkswagen AG was developing at that time.

In the months following publication of a study by the International Council on Clean Transportation in May 2014, Volkswagen AG's Powertrain Development department checked the test set-ups on which the study was based for plausibility and confirmed the unusually high NOx emissions from certain US vehicles with type EA 189 2.0 l diesel engines. The California Air Resources Board (CARB) – a part of the environmental regulatory authority of California – was informed of this result, and, at the same time, Volkswagen offered to recalibrate the engine control unit software of type EA 189 diesel engines in the US. This measure was evaluated and adopted by the *Ausschuss für Produktsicherheit* (APS – Product Safety Committee), which initiates necessary and appropriate measures to ensure the safety and conformity of Volkswagen AG's products that are placed in the market.

In the course of the summer of 2015, it became successively apparent to individual members of Volkswagen AG's Board of Management that the cause of the discrepancies in the US was a modification of parts of the software of the engine control unit, which was later identified as an unlawful "defeat device" as defined by US law. This culminated in the disclosure of the existence of a "defeat device" in certain US vehicles with type EA 189 2.0 l diesel engines to EPA and CARB on September 3, 2015. According to the assessment of the responsible persons dealing with the matter at that time, the scope of the costs expected by the Volkswagen Group (recall costs, retrofitting costs and financial penalties) was not fundamentally dissimilar to that of previous cases involving other vehicle manufacturers, and, therefore, appeared to be manageable overall with a view to the business activities of the Volkswagen Group. This assessment by the Volkswagen Group was based, among other things, on the advice of a law firm engaged in the US for compliance issues, according to which similar cases in the past were resolved amicably with the US authorities.

On September 18, 2015, the U.S. Environmental Protection Agency ("**EPA**") publicly announced in a "Notice of Violation" that irregularities in relation to nitrogen oxide ("**NOx**") emissions had been discovered in emissions tests on certain vehicles of Volkswagen Group with type 2.0 l diesel engines in the US. In this context, Volkswagen AG announced that noticeable discrepancies between the figures achieved in testing and in actual road use had been identified in around eleven million vehicles worldwide with type EA 189 diesel engines. On November 2, 2015, the EPA issued a second "Notice of Violation" alleging that irregularities had also been discovered in the software installed in U.S. vehicles with type V6 3.0 l diesel engines.

Numerous governmental proceedings seeking damages, recalls and/or technical fixes for affected diesel vehicles, criminal and administrative proceedings, consumer, dealer and salespersons claims and investor lawsuits were subsequently initiated in the US, Canada, Germany and the rest of the world.

After the first Notice of Violation was issued, Volkswagen AG initiated its own internal inquiries and an external investigation. The Supervisory Board of Volkswagen AG formed a special committee to coordinate the activities relating to the diesel issue for the Supervisory Board. The law firm Jones Day was instructed by Volkswagen AG to carry out an investigation of the diesel issue in light of the DoJ's and the Braunschweig public prosecutor's criminal investigation as well as other investigations and proceedings which were expected at that time. Jones Day was instructed by Volkswagen AG to present factual evidence to the DoJ. To resolve U.S. criminal law charges, Volkswagen AG and the DoJ entered into a Plea Agreement, which includes a Statement of Facts. The Statement of Facts is based in part on Jones Day's factual findings as well as the evidence identified by the DoJ itself. Jones Day has completed the work required to assist Volkswagen AG in assessing the criminal charges against the company in the US with respect to the diesel issue.

Work in respect of the legal proceedings that are still pending in the US and the rest of the world is ongoing, will require considerable efforts and coordination from Volkswagen, may demand significant management resources, and is expected to continue for some time. In connection with this further work, Volkswagen AG is being advised

by a number of external law firms. Ongoing legal proceedings related to the diesel issue could result in further considerable financial charges.

The diesel issue has affected and will continue to affect Volkswagen's business, financial position and results of operations. In the years 2015 to 2019, Volkswagen recognized expenses directly related to the diesel issue in the total amount of €31.3 billion, adversely affecting its operating profit, financial position and results of operations.

In 2015, Volkswagen recognized expenses directly related to the diesel issue of €16.2 billion in operating result. This primarily entailed recognizing provisions for field activities (service measures and recalls) and for repurchases in the amount of €7.8 billion, as well as €7.0 billion for legal risks. Additional expenses of €6.4 billion were recognized in 2016. These additions resulted from an increase in expenses attributable to legal risks amounting to €5.1 billion, higher warranty costs amounting to €0.4 billion, specific sales programs amounting to €0.5 billion, impairment losses on inventories amounting to €0.3 billion and impairment losses on intangible assets and property, plant and equipment amounting to €0.3 billion, which were in part offset by impairment reversals of non-current and current lease assets in the amount of €0.1 billion. The impairment losses recognized on non-current assets resulted primarily from the lower value in use of various products in the Passenger Cars and Light Commercial Vehicles segment due to expected declines in volumes.

In addition, in 2016, provisions of €0.3 billion were recognized for the investments totaling USD 2.0 billion over 10 years in zero emissions vehicle infrastructure as well as corresponding access and awareness initiatives for these technologies to which Volkswagen had committed itself in the settlement agreements with the U.S. government. Unutilized provisions for legal risks and sales-related measures amounting to a total of €0.5 billion had an offsetting effect. The translation at December 31, 2016 of provisions denominated in foreign currencies resulted in expenses of €0.2 billion after hedging.

In 2017, additional expenses amounted to €3.2 billion, driven primarily by higher expenses for buy-back/retrofit programs for 2.0 and 3.0 l TDI vehicles in North America as well as higher legal risks.

In 2018, expenses recognized in operating profit relating to the diesel issue amounted to €3.2 billion and were mainly attributable to the legally final administrative fine orders imposed by the public prosecutor's office in Braunschweig against Volkswagen AG (€1.0 billion) and by the Munich II public prosecutor's office against AUDI AG (€0.8 billion), higher legal risks and legal defense costs, as well as higher expenses for technical measures.

In 2019, additional expenses of €2.3 billion had to be recognized in connection with the diesel issue. Charges of €2.6 billion were recognized under other operating expenses, which arose from the administrative fine order of €0.5 billion issued by the Stuttgart Public Prosecutor, which ended the ongoing regulatory offense proceeding against Porsche AG, and higher provisions for legal risks. This was set against the reversal of reserves for technical measures of €0.3 billion, which reduced cost of sales.

As of March 31, 2020 no additional expenses directly related to the diesel issue had to be recognized.

Contingent liabilities were disclosed in relation to the diesel issue as of December 31, 2019 in the aggregate amount of €3.7 billion (December 31, 2018: €5.4 billion), of which lawsuits filed by investors account for €3.4 billion (December 31, 2018: €3.4 billion). Also included are certain elements of the class action lawsuits relating to the diesel issue as well as criminal proceedings/misdemeanor proceedings as far as these can be quantified. As some of these proceedings are still at a very early stage, the plaintiffs have in a number of cases so far not specified the basis of their claims and/or there is insufficient certainty about the number of plaintiffs or the amounts being claimed.

Evaluating known information and making reliable estimates for provisions is a continuous process. The provisions recognized, and the contingent liabilities disclosed as well as the other latent legal risks in the context of the diesel issue are in part subject to substantial estimation risks given that the fact-finding efforts have not yet been concluded, the complexity of the individual relevant factors and the ongoing coordination with the authorities. As a result, Volkswagen could be subject to further considerable financial charges that exceed its current estimates. Furthermore, new information not known to Volkswagen's Board of Management at present may surface, requiring further revaluation of the amounts estimated. Considerable financial charges may be incurred, and further substantial provisions may be necessary as the issues and legal risks, fines and penalties crystallize.

Tax legislation varies from country to country and taxes related to vehicle registration or vehicle ownership are based on a variety of parameters. Investigations by various regulatory and government authorities, including in areas relating to tax, are ongoing. However, should any tax demands be made, Volkswagen may be required to make additional payments, which would thus increase costs.

Coordination with authorities on technical measures

In coordination with the respective responsible authorities, Volkswagen Group is making technical measures available designed to rectify the diesel issue in affected diesel vehicles worldwide. In this context, within the Volkswagen Group, Volkswagen AG has development responsibility for the four-cylinder diesel engines such as the type EA 189, and AUDI AG has development responsibility for the six- and eight-cylinder diesel engines such as the type V6 3.0 l and V8 diesel engines. These measures have resulted in, and may continue to result in, significant expenses for the Volkswagen Group.

In the United States and Canada, where Volkswagen's planned actions for the four-cylinder and six-cylinder diesel engines must be approved by U.S. regulators, intensive exchanges of information with the authorities have resulted in approval of emissions modifications for these engines in certain vehicles in the markets. Due to NOx limits in the United States and Canada that are considerably stricter than in the EU and much of the rest of the world, it is a greater technical challenge to refit the vehicles so that the emission standards defined in the U.S. settlement agreements for these vehicles can be achieved. In 2017 and 2018, the EPA/CARB issued the outstanding approvals needed for the technical solutions for affected vehicles with 2.0 l TDI and with V6 3.0 l TDI engines. In the case of 2.0 l Generation 2 diesel vehicles with manual transmissions, Volkswagen elected to withdraw the approved emissions modification proposal, whereby owners were given the option of a buyback and lessees were given the option of early lease termination. Further field measures with financial consequences cannot be ruled out completely at this time. On October 31, 2018, after discussions with DOJ, EPA, and CARB, the parties agreed to modify the First and Second Partial Consent Decrees to clarify that Volkswagen may repair certain technical issues with approved emissions modifications through an "AEM Correction" (Approved Emissions Modification Correction).

Where emissions modifications have been approved by U.S. regulators, similar emissions recall programs to those in the U.S. have been developed for Canada. Because, as in the US, no repair will be available in Canada for 2.0 l Generation 2 manual transmission vehicles, consumers in possession of these vehicles had the option to participate in the Canadian settlement and receive a buyback, trade-in or early lease termination or, if they had not already made a claim or received benefits, opt out of the settlement between June 15, 2018 and August 15, 2018.

Volkswagen may be required to repurchase any other 2.0 l Generation 2 diesel vehicles with manual transmissions and any other diesel vehicles sold in the US, Canada and elsewhere, even if not covered under a settlement. This could lead to further significant costs. For example, in Canada, as agreed with the federal environmental regulator, any owners or lessees of manual transmission 2.0 l Generation 2 diesel vehicles who made a claim by the September 1, 2018 settlement deadline could surrender their vehicle, even if they were not eligible under the Canadian settlement. Furthermore, if the technical solutions implemented by Volkswagen in order to rectify the diesel issue are not implemented in a timely or effective manner or have an undisclosed negative effect on the performance, fuel consumption or resale value of the affected vehicles, regulatory proceedings and/or customer claims for damages could be brought in the future.

In October and December 2015, the KBA ordered the Volkswagen Passenger Cars, Volkswagen Commercial Vehicles, SEAT and Audi brands to recall all EA189 diesel vehicles that had been issued with vehicle type approval by the KBA. The recall concerned the member states of the European Union (EU 28). Volkswagen Group has been recalling the affected vehicles, of which there are around 8.5 million in total in the EU 28, to service workshops since January 2016. The technical measures differ in scope depending on the engine variant. The technical measures cover software and in some cases hardware modifications, depending on the series and model year. The KBA has ascertained for all clusters (groups of vehicles) that the implementation of the technical measures would not bring about any adverse changes in fuel consumption figures, CO_2 emissions figures, engine power, maximum torque and noise emissions. On Volkswagen's voluntary notification the KBA is currently re-examining the proposed technical measures for one class of EA189 engines (1.2l 3-cylinder only). In addition, in 2018, Volkswagen together with AUDI AG proposed a voluntary modification to the onboard monitoring system (On-Board Diagnosis (OBD)) for certain vehicles equipped with EA 288 EU6 diesel engines, which has been accepted by the KBA in March 2020 for Volkswagen; whereas for AUDI AG the proposed voluntary modification is under review by the SNCH, the Luxembourg national certification and homologation authority (*Société Nationale de Certification et d'Homologation*, "**SNCH**"). The technical measures are under varying stages of implementation and under consideration by the KBA. The discussions are ongoing, and their outcome is open. This may lead to further significant costs, regulatory proceedings and/or customer claims for damages.

AUDI AG has worked intensively for many months to check all relevant V-TDI diesel concepts for possible discrepancies and retrofit potentials to ensure compliance with environmental rules. The measures proposed by AUDI AG have been adopted and mandated in various recall notices issued by the KBA for vehicle models of the AUDI, Volkswagen and Porsche brand with a V6 or V8 TDI engine meeting the Euro 4 (AUDI and Volkswagen), Euro 5 or Euro 6 emission standard. Further issues are still under consideration by the KBA. Currently, AUDI AG assumes that the total cost, including the amount based on recalls, of the ongoing largely software-based retrofit

program that began in July 2017 will be manageable and has recognized corresponding balance-sheet risk provisions. Additional measures may become necessary as a result of the investigations by AUDI AG and the consultations with the KBA.

In some countries outside the EU (excluding US and Canada), vehicles are homologated by national type approval authorities; the technical measure had to be approved by the national authorities. This approval process has been concluded in all countries.

On April 4, 2018, the Korean Ministry of Environment ("**KME**") ordered a recall after it categorized (i) certain emissions strategies in the engine control software of various AUDI, Volkswagen and Porsche brand diesel vehicles with a V6 or V8 engine, and (ii) the Dynamic Shift Program (DSP) in the gearbox control in some AUDI vehicle models, as prohibited defeat devices. On August 21, 2019, the KME further announced that it has categorized an injection strategy of urea solution as an illegal emission defeat device and plans to (i) revoke the certifications of eight AUDI, Volkswagen and Porsche brand diesel vehicles with V6 engines, (ii) issue a recall order and an advance notice for administrative fines, and (iii) refer the manufacturers to the prosecutors' office in criminal proceedings.

In addition, AUDI is responding to requests from the U.S. authorities for information regarding automatic gearboxes in certain vehicles. See also "*Proceedings related to Diesel Issue − Proceedings in relation to automatic transmissions*".

Criminal and administrative proceedings worldwide (excluding the United States/Canada)

Criminal investigations, regulatory offense proceedings, and/or administrative proceedings have been opened in some countries (in Germany for example by the German Federal Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht* – "**BaFin**")). The public prosecutor's offices in Braunschweig and Munich are investigating the core issues of the diesel case. In April 2019, the Braunschweig Office of the Public Prosecutor issued an indictment against, among others, Volkswagen AG's former CEO, Martin Winterkorn, charging, among other things, fraud relating to Type EA 189 engines in connection with the diesel issue. In September 2019, the Braunschweig Office of the Public Prosecutor furthermore indicted the current and a former Chairman of the Board of Management of Volkswagen AG as well as a former member of its Board of Management (currently Chairman of the Supervisory Board) on charges of market manipulation relating to capital market disclosure obligations in connection with the diesel issue. The Braunschweig Regional Court has named Volkswagen AG as a collateral participant in the proceedings.

In July 2019, the Munich II Office of the Public Prosecutor issued an indictment, against, among others, Rupert Stadler, the former Chairman of the Board of Management of AUDI AG, charging, among other things, fraud relating to 3.0l TDI engines in connection with the diesel issue.

The Stuttgart Office of the Public Prosecutor is conducting a criminal investigation relating to the diesel issue on suspicion of fraud and illegal advertising that also involves a member of the Board of Management of Porsche AG.

As the type approval authority of proper jurisdiction, the KBA is moreover continuously testing Audi, Volkswagen, and Porsche brand vehicles for problematic functions. If certain functions are deemed impermissible by the KBA, the affected vehicles are recalled pursuant to a recall order or they are brought back into compliance by means of a voluntary service measure.

Furthermore, additional administrative actions relating to the diesel issue are ongoing in other jurisdictions. The companies of the Volkswagen Group continue to cooperate with the government authorities. Whether the criminal and administrative proceedings will ultimately result in fines or other consequences for the Volkswagen Group, and if so what amounts these may entail, is currently subject to estimation risks. Should these proceedings result in adverse court decisions against the individuals involved, this could have a negative impact on the outcome of other proceedings against Volkswagen and/or could have other material adverse financial consequences. In connection with the various criminal proceedings, offices of Volkswagen AG and its subsidiaries have been searched by different public prosecutor's offices. Contingent liabilities have been disclosed in cases where they can be assessed and for which the likelihood of a sanction was deemed not lower than 10%. Provisions were recognized to a small extent.

Product-related lawsuits worldwide (excluding the United States/Canada)

Customers, consumer associations and/or environmental associations in the affected markets have filed civil lawsuits against Volkswagen AG, other Volkswagen Group companies and non-Volkswagen Group importers and dealers involved in the sales process. In addition, it is possible that importers and dealers could assert claims against Volkswagen, for example through recourse claims. Further lawsuits are possible. Most of these

proceedings are in the early stages and it is difficult to assess their prospects of success, the allegations and the claimants' precise causes of action or to quantify the exposure. However, should these actions be resolved in favor of the claimants, they could result in significant civil damages, fines, the imposition of penalties, sanctions, injunctions and other consequences.

Customer class action lawsuits and actions brought by consumer and/or environmental organizations are pending against Volkswagen AG and other Volkswagen Group companies in a number of countries including Australia, Belgium, Brazil, Germany, Italy, the Netherlands, Portugal, South Africa, and the United Kingdom. Alleged rights to damages and other relief are asserted in these actions. The pending actions include in particular the following:

In Australia, various class action lawsuits with opt-out provisions have been filed against Volkswagen AG and other Volkswagen Group companies, including the Australian subsidiaries. In December 2019 Volkswagen AG reached agreements with the Australian class action plaintiffs that would terminate the litigation. The court approved the settlement on April 1, 2020. Volkswagen will pay approximately AUD 2,800 (approximately €1,500) per vehicle to each of the approx. 42,000 customers that registered for the settlement. The settlement sum will thus be approximately AUD 120 million (approximately €70 million) plus costs. Customers who did not register for the settlement will not receive payments and can generally no longer bring a claim against Volkswagen. Two civil suits filed against Volkswagen AG and other Group companies by the Australian Competition and Consumer Commission (ACCC) were settled in the second half of 2019. The settlement is not yet legally final, however, as an appellate court has yet to rule on the amount of the fine. Depending on the appellate court decision, Volkswagen AG anticipates payment of a fine of up to AUD 125 million plus litigation costs.

In Belgium, the Belgian consumer organization Test Aankoop VZW has filed a class action to which an opt-out mechanism has been held to apply. The class action pertains to vehicles purchased by consumers on the Belgian market after September 1, 2014. The asserted claims are based on purported violations of unfair competition and consumer protection law as well as on alleged breach of contract.

In Brazil two class actions are pending. One of these pertains to approximately 17 thousand vehicles. In this litigation, an appeals judgment was rendered in May 2019 that only partially upheld the lower court's decision. This judgment initially reduced the damage liability of Volkswagen do Brasil to around BRL 172 million plus interest. This amount can increase as a result of the adjudicated inflation rate and the assertion of individual claims alleging declines in the value of affected Amarok vehicles. The judgment remains non-final. In the second class action, compensation claims are made based on purported breaches of environmental regulations.

In Germany, the Verbraucherzentrale Bundesverband e.V. (Federation of Consumer Organizations) filed an action in November 2018 with the Braunschweig Higher Regional Court for model declaratory judgment against Volkswagen AG. On February 28, 2020, a settlement has been concluded between Volkswagen AG and Verbraucherzentrale Bundesverband e.V. The volume of the settlements amounts to approximately €830 million and involves approximately 260,000 registered consumers. So far, approximately 240,000 customers decided to submit an offer for a settlement agreement, further thousands of cases are under review and will be cleared for a settlement if all conditions are met. As a result of the settlement, Verbraucherzentrale Bundesverband e.V will withdraw its action for model declaratory judgment. In addition, various actions have been brought against companies of the Volkswagen Group in several German Regional Courts by financialright GmbH, which is asserting rights assigned to it by a total of approximately 45 thousand customers in Germany, Slovenia, and Switzerland.

In England and Wales, suits filed in court by various law firms have been joined in a single collective action (group litigation). Because of the opt-in mechanism, not all vehicles with type EA 189 engines are automatically covered by the group litigation; potential claimants must instead take action in order to join. To date, around 91,000 plaintiffs have registered claims under the group litigation. The group litigation opt-in period has expired. On April 6, 2020 the High Court decided on two preliminary issues, ruling that the switching logic of the EA189 engine was a defeat device and finding itself bound by the KBA's findings in this regard. Volkswagen does not share the legal opinion of the High Court and is considering whether to appeal the judgment. The question of Volkswagen's liability was not subject of the judgment and will only be discussed later in the process.

In Italy, a class action lawsuit filed by the consumer association Altroconsumo on behalf of Italian customers is pending before the Venice Regional Court. This litigation involves damage claims based on alleged breach of contract as well as claims based on purported violations of Italian consumer protection law. Some 82 thousand customers have registered for the class action, whereby the validity of roughly half of the registrations is still unclear. In Italy, the court decision dismissing the class action filed by the consumer association Codacons as inadmissible also became legally final in 2019.

In the Netherlands, Stichting Volkswagen Car Claim has brought an opt-out class action seeking declaratory rulings. Any individual claims would then have to be established afterwards in separate proceedings. In November

2019 the Regional Court in Amsterdam held the requests for relief to be inadmissible in part. Oral argument on the merits of the class action will take place in 2020. On March 13, 2020, another class action lawsuit for damages with an opt-out mechanism for Dutch consumers has been filed by the Diesel Emissions Justice Foundation. After an amendment to the law that came into force on January 1, 2020, European consumers can also join the class action as part of an opt-in option. The class action lawsuit affects not only vehicles of the EA 189 engine type, but also vehicles with EA 288 and EA 897 engines.

A Portuguese consumer organization has filed a class action with opt-out mechanism in Portugal. There are potentially up to approximately 139 thousand vehicles affected in the Portuguese market. The complaint seeks vehicle return and alleges damages as well.

In South Africa, an opt-out class action seeking damages is pending that pertains to some 8 thousand vehicles with V6 and V8 TDI engines in addition to approximately 72 thousand vehicles with type EA 189 engines.

Furthermore, individual lawsuits and similar proceedings are pending against Volkswagen AG and other Volkswagen Group companies in various countries, most of which are seeking damages or rescission of the purchase contract. In Germany, there are around 70 thousand such individual lawsuits. On May 5, 2020, at a preliminary hearing at the German Supreme Court (*Bundesgerichtshof*) in connection with one of the individual lawsuits, the Supreme Court expressed a view favorable to the plaintiff on the merits but emphasized the need to compensate Volkswagen for the plaintiff's use of the car. A decision is expected on May 25, 2020. This decision is expected to have an impact on other individual lawsuits pending across Germany.

Contingent liabilities are disclosed for these proceedings where the amount of such liabilities can be measured and the chance that the plaintiff will prevail was assessed as not implausible. Since most of these proceedings are still in an early stage, it is in many cases not yet possible to quantify the realistic risk exposure. In addition, provisions were recognized to the extent necessary based on the current assessment. It is too early to estimate how many customers will take advantage of the option to file lawsuits in the future, beyond the existing lawsuits, or what their prospects of success will be.

Investor proceedings outside the United States and Canada

Private and institutional investors from Germany and other jurisdictions have filed claims for damages against Volkswagen AG − in some cases along with Porsche Automobil Holding SE as joint and several debtors − based on purported losses due to alleged misconduct in capital market communications in connection with the diesel issue. The claims relate to Volkswagen AG's shares and other securities, including bonds, issued by Volkswagen Group companies, as well as third-party securities. The vast majority of these investor lawsuits are currently pending at the Regional Court in Braunschweig, with further investor lawsuits filed at the Regional Court in Stuttgart.

In August 2016, the Regional Court in Braunschweig ordered that common questions of law and fact relevant to the lawsuits pending at the Regional Court in Braunschweig be referred to the Higher Regional Court (*Oberlandesgericht*) in Braunschweig for binding declaratory rulings pursuant to the German Act on Model Case Proceedings in Disputes Regarding Capital Market Information (KapMuG – *Kapitalanleger-Musterverfahrensgesetz*). All lawsuits at the Regional Court in Braunschweig will be stayed pending resolution of the common issues, unless the cases can be dismissed for reasons independent of the common issues that are to be adjudicated in the model case proceedings. The resolution in the model case proceedings of the common questions of law and fact will be binding for all pending cases that have been stayed in the described manner. Oral argument hearings in the model case proceedings before the Braunschweig Higher Regional Court began in September 2018 and are being continued at subsequent hearings.

At the Regional Court in Stuttgart, further investor lawsuits have been filed against Volkswagen AG, in some cases along with Porsche SE as joint and several debtor. Holding that the factual situation at issue is by and large already covered by the model case proceedings being heard by the Braunschweig Higher Regional Court and that these proceedings, being paramount in this regard, preclude further such actions, the Stuttgart Higher Regional Court in March 2019 refused to proceed with further capital investor model case proceedings (directed also against Porsche SE) that had been referred to it by the Stuttgart Regional Court. The plaintiff side has appealed one of these decisions to the Federal Court of Justice.

Further investor lawsuits have been filed at various courts in Germany and the Netherlands. Outside the US and Canada, investor lawsuits, judicial applications for dunning procedures and conciliation proceedings, and claims under the KapMuG, are currently pending against Volkswagen AG in connection with the diesel issue, amounting to an aggregated exposure of approximately €9.6 billion.

In August 2016, Deutsche Schutzvereinigung für Wertpapierbesitz e.V. ("**DSW**"), a German association for private investors, initiated court proceedings on behalf of certain large U.S. institutional investors, to enforce by a court decision a special independent audit of the diesel issue, including the question whether in the context of the diesel issue the Board of Management and the Supervisory Board of Volkswagen AG violated their legal duties, and a review of Volkswagen's risk management and compliance systems. In December 2016, Deminor Recovery Services, an association located in Brussels, Belgium, initiated comparable court proceedings on behalf of certain large U.S., British and Swedish institutional investors. Both proceedings were instituted after Volkswagen AG's general shareholders' meeting in June 2016 voted down resolutions proposed by DSW and Deminor Recovery Services, respectively, to appoint a special auditor. In November 2017, the higher regional court in Celle ordered the appointment of a special auditor for Volkswagen AG in the DSW case. However, the higher regional court of Celle was informed subsequently that the court-appointed special auditor is no longer available due to reaching the retirement age. The ruling from the higher regional court of Celle is formally legally binding. However, Volkswagen AG lodged a constitutional complaint with the German Federal Constitutional Court regarding the infringement of its constitutionally guaranteed rights. It is currently unclear when the Federal Constitutional Court will reach a decision on this matter. In addition, DSW has filed a motion with the district court of Hanover to replace the appointed special auditor. Volkswagen AG has challenged this motion and argued that such replacement is not permissible under applicable law. In June 2019, the Regional Court of Hannover rejected DSW's application to appoint a special auditor in its entirety. DSW filed an appeal in July 2019. The court proceedings in the Deminor case have been stayed pending a decision by the Federal Constitutional Court.

Proceedings in the United States/Canada

Following the publication of the EPA's "Notices of Violation" of the U.S. Clean Air Act, Volkswagen AG and other Volkswagen Group companies have been the subject of intense scrutiny, ongoing investigations (civil and criminal) and civil litigation. Volkswagen AG and/or other Volkswagen Group companies have received subpoenas and inquiries from state attorneys general and other governmental authorities and are responding to such investigations and inquiries. In addition, Volkswagen AG and other Volkswagen Group companies in the US and Canada are facing litigation on a number of different fronts relating to the matters described in the EPA's "Notices of Violation".

A large number of putative class action lawsuits by consumers, investors, dealers and salespersons have been filed in U.S. federal courts and consolidated for pretrial coordination purposes in the federal multidistrict litigation proceeding in the State of California.

On January 4, 2016, the DoJ, Civil Division, on behalf of the EPA, initiated a civil complaint against Volkswagen AG, AUDI AG and certain other Volkswagen Group companies. The action sought statutory penalties under the U.S. Clean Air Act, as well as certain injunctive relief, and was consolidated for pretrial coordination purposes in the California multidistrict litigation. On January 12, 2016, CARB announced that it intended to seek civil fines for alleged violations of the California Health & Safety Code and various CARB regulations.

Volkswagen was able to end many significant court and governmental proceedings in the US by concluding settlement agreements. with (i) the DoJ on behalf of the EPA and the State of California on behalf of CARB and the California Attorney General, (ii) the U.S. Federal Trade Commission, and (iii) private plaintiffs represented by a Plaintiffs' Steering Committee (PSC) in a multi-district litigation in California. The settlement agreements resolved certain civil claims made in relation to affected diesel vehicles in the US. Depending on the type of diesel engine, under the settlement agreements Volkswagen provided for, *inter alia*, free emissions modification of vehicles, buy-backs/trade-ins or early lease terminations, and made cash payments to affected current owners or lessees as well as certain former owners or lessees. Volkswagen also agreed to support environmental programs, make significant investments over a period of ten years in zero emissions vehicle infrastructure as well as corresponding access and awareness initiatives. Certain consumers found to be ineligible under the settlement agreements by the federal court in California have appealed this decision. Several thousand consumers initially opted out of the settlement agreements, and many of these consumers filed civil lawsuits seeking monetary damages for fraud and violations of state consumer protection acts. Various subsequent resolutions have eliminated the majority of the cases brought by the original consumer opt-outs. A significant volume of the remaining opt-out cases are pending in the federal multidistrict litigation in California and in California state court. The first opt-out trial was held in late February and early March 2020 in the federal multidistrict litigation. In the aggregate, the ten opt-out plaintiffs were awarded a total of U.S.$28,735 in compensatory and punitive damages combined.

The DoJ also opened a criminal investigation focusing on allegations that various federal law criminal offenses were committed. As part of its plea agreement, Volkswagen AG pleaded guilty on March 10, 2017 to three felony counts under US law: (i) conspiracy to defraud the US, to commit wire fraud and to violate the Clean Air Act, (ii) obstruction of justice, and (iii) using false statements to import cars into the US. The court accepted Volkswagen AG's guilty plea to all three charges and sentenced the company to three years' probation on April 21, 2017. The plea agreement provides for payment of a criminal fine of U.S.$2.8 billion. Pursuant to the terms of this agreement,

Volkswagen will be on probation for three years and will work with an independent monitor for three years. The independent monitor, Larry D. Thompson, who was appointed in April 2017, is assessing and overseeing the company's compliance with the terms of the resolution. This includes overseeing the implementation of measures to further strengthen compliance, reporting and monitoring systems, including an enhanced ethics program. Volkswagen will also continue to cooperate with the DoJ's ongoing investigation of individual employees or former employees who may be responsible for criminal violations. Mr. Thompson submitted his initial review report under the plea agreement in March 2018. On February 8, 2019, Mr. Thompson submitted his first follow-up review report under the plea agreement. In November 2019, Mr. Thompson submitted his second follow-up review report under the plea agreement. Additionally, on August 17, 2018 and August 16, 2019, Mr. Thompson submitted his first and second annual reports under the Third Partial Consent Decrees. Volkswagen is working to address the recommendations set forth in Mr. Thompson's reports. On October 17, 2019, Volkswagen announced that it has been granted a 90-day extension by DOJ and the Monitor to demonstrate that it has met its commitments under the terms of the Plea Agreement.

Volkswagen AG, AUDI AG and other Volkswagen Group companies have further agreed to pay a combined civil penalty of U.S. $1.45 billion to resolve U.S. federal customs-related claims in the US. Furthermore, Volkswagen AG and Volkswagen Group of America, Inc. have agreed to pay a smaller civil penalty to the DoJ to settle other potential claims arising under federal statute. DoJ investigations into the conduct of various individuals relating to the diesel issue remain ongoing. Volkswagen is required to cooperate with these investigations. In the event of non-compliance with the terms of the plea agreement, Volkswagen could face further penalties and prosecution.

Volkswagen has also resolved the claims of Volkswagen-branded franchise dealers in the US relating to the affected vehicles and other matters asserted concerning the value of the franchise. The settlement agreement includes a cash payment of up to U.S.$1.2 billion and additional benefits. Certain individual Volkswagen branded franchise dealers either opted out of the settlement agreement or were not included in the settlement class definition and pursued individual claims in individual actions, but those actions have been resolved. Additionally, a putative class action of Volkswagen salespersons who work at franchise dealerships filed suit alleging claims for lost income, which is currently pending in the federal multidistrict litigation in California.

Moreover, investigations by various U.S. regulatory and government authorities, including in areas relating to securities, tax and financing, are ongoing. On March 14, 2019, the SEC filed a complaint in the U.S. District Court for the Northern District of California, against Volkswagen AG, Volkswagen Group of America Finance, LLC, VW Credit Inc. and the former Volkswagen CEO, Martin Winterkorn, alleging violations of the antifraud provisions of the federal securities laws. The SEC complaint seeks permanent injunctions, disgorgement of allegedly ill-gotten gains with prejudgment interest, and civil penalties.

In the US, Volkswagen has reached separate agreements with the attorneys general of all 50 states, the District of Columbia and Puerto Rico to resolve their existing or potential consumer protection and unfair trade practices claims in connection with both 2.0 l TDI and 3.0 l TDI vehicles in the US. Volkswagen has also reached separate agreements with the attorneys general of thirteen US states (California, Connecticut, Delaware, Maine, Maryland, Massachusetts, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont, and Washington) to resolve their existing or potential future claims for civil penalties and injunctive relief for alleged violations of environmental laws. The attorneys general of five other US states (Illinois, Montana, New Hampshire, Ohio and Texas) and some municipalities have suits pending in state and federal courts against Volkswagen AG, Volkswagen Group of America, Inc. and certain affiliates, alleging violations of environmental laws. The environmental claims of nine states – Alabama, Illinois, Minnesota, Missouri, Montana, Ohio, Tennessee, Texas, and Wyoming – as well as Hillsborough County (Florida), Salt Lake County (Utah), and two Texas counties, have been dismissed in full or in part by trial or appellate courts as preempted by federal law. Illinois, Hillsborough County, and Salt Lake County have appealed the dismissal of their claims.

A putative class action has also been filed on behalf of purchasers of certain USD-denominated Volkswagen bonds, alleging that these bonds were trading at artificially inflated prices due to Volkswagen's alleged misstatements and omissions to disclose material facts, and that the value of these bonds declined after the EPA issued its "Notices of Violation". This lawsuit has also been consolidated in the federal multidistrict litigation proceeding in the State of California described above. No provisions have been recognized. In addition, contingent liabilities have not been disclosed as they currently cannot be measured.

In Canada, which has the same NOx emissions limits as the US, civil consumer claims and regulatory investigations have been initiated for vehicles with 2.0 l and 3.0 l diesel engines. Volkswagen reached settlements in Canada with consumers relating to 2.0 l and 3.0 l diesel vehicles, in December 2016 and January 2018, respectively, which, *inter alia*, provided for cash payments for completing free vehicle emissions modifications, buy-backs/trade-ins and early lease terminations, as applicable. Also, concurrent with the timing of the consumer settlements, Volkswagen Group Canada agreed with the Commissioner of Competition in Canada to civil resolutions of its regulatory inquiries into consumer protection issues as to 2.0 l and 3.0 l diesel vehicles. In

December 2019, the Canadian federal environmental regulator filed charges against Volkswagen AG in respect of 2.0 l and 3.0 l Volkswagen and Audi vehicles at the conclusion of its criminal enforcement-related investigation into the diesel issue. Volkswagen AG cooperated with the investigation and agreed to a plea resolution addressing all of the charges. In January 2020, Volkswagen AG pleaded guilty to the charges and agreed to pay a penalty of C$196.5 million, which was approved by the court. Following this approval, the Ontario provincial environmental regulator withdrew its action against Volkswagen AG charging a quasi-criminal enforcement-related offense with respect to certain Volkswagen and Audi 2.0 l diesel vehicles.

As to pending matters in Canada, an environmental class action has been authorized on behalf of residents in Quebec. This action was authorized on the sole issue of whether punitive damages could be recovered. While Volkswagen's appeals from the authorization have been denied, the case remains in the early stages.

Class action and joinder lawsuits have also been filed in Canada, including alleged consumer protection and securities claims asserting damages among other things. While a class action filed in Quebec provincial court was authorized as to claims relating to Volkswagen AG's shares, ADRs and debt securities, the case was dismissed by the Quebec court on April 16, 2020 for lack of jurisdiction. The plaintiff has at least thirty days to notice any appeal. A similar class action pertaining to shares and ADRs was also filed in the Province of Ontario. On August 15, 2018, the Ontario proceeding was dismissed by the Ontario court. While an appeal from this Ontario court ruling was noticed on September 14, 2018, the appeal was resolved before a hearing and dismissed.

Proceedings in relation to automatic transmissions

Since November 2016, Volkswagen has been responding to information requests from the EPA and CARB related to automatic transmissions in certain vehicles. In August 2019, Volkswagen agreed with the EPA to forfeit approximately 220,000 Greenhouse Gas Emission Credits in response to the EPA's inquiry. Also in August 2019, Volkswagen and the Plaintiffs' Steering Committee announced the settlement of civil claims relating to approximately 98,000 Volkswagen, Audi, Porsche and Bentley vehicles. Volkswagen's testing of these vehicles in connection with the information requests resulted in a 1 mile per gallon change, when rounded according to EPA rules, in the fuel economy disclosed on the "Monroney label" required by US regulations. Under the settlement agreement, Volkswagen will pay approximately $96.5 million to affected current and former owners or lessees. In February 2020, the court granted final approval of the settlement. Provisions were recognized by Volkswagen Bank GmbH and Volkswagen Leasing GmbH for possible claims in connection with financial services provided to consumers.

In addition, other mass actions were filed in the federal multidistrict litigation in California and other courts alleging similar claims with respect to the existence of "defeat devices" in Audi brand vehicles with automatic transmissions. All but one of these mass actions have now been dismissed without prejudice by agreement of the parties, and the parties are in the process of dismissing the remaining mass action.

In Canada, two similar putative class actions, including for a national class, have been filed in Ontario and Quebec provincial courts against Audi AG, Volkswagen AG and U.S. and Canadian Volkswagen Group affiliates. In both of the Canadian actions, the certification hearing has been deferred while the parties engage in discussions concerning further proceedings in the cases.

Investor Claims in connection with Porsche

In 2011, ARFB Anlegerschutz UG (*haftungsbeschränkt*) brought an action against Volkswagen AG and Porsche Automobil Holding SE for claims for damages for allegedly violating disclosure requirements under capital market law in connection with the acquisition of ordinary shares in Volkswagen AG by Porsche in 2008. The damages currently being sought are based on allegedly assigned rights and amount to approximately €2.26 billion plus interest. In April 2016, the District Court in Hanover had formulated numerous objects of declaratory judgment that the Cartel Senate of the Higher Regional Court in Celle will decide on in model case proceedings under the KapMuG. In the first hearing on October 12, 2017, the Senate indicated that it currently does not see claims against Volkswagen AG as justified, both in view of a lack of substantiated submissions and for legal reasons. The Senate also held that some of the desired objects of declaratory judgment on the litigants' side may be inadmissible.

At the time (2010/2011), other investors had also asserted claims arising out of the same circumstances – including claims against Volkswagen AG – in an approximate total amount of €4.6 billion and initiated conciliation proceedings. Volkswagen AG always refused to participate in these conciliation proceedings; since then, these claims have not been pursued further.

Volkswagen AG continues to consider the alleged claims to be without merit. However, in the event of a settlement or an unfavorable decision in the legal proceedings, Volkswagen AG could sustain considerable losses.

Antitrust Proceedings

Europe

In 2011, the European Commission opened antitrust proceedings against European truck manufacturers including MAN and Scania. With its first decision following individual settlements in July 2016 the European Commission fined five European truck manufacturers excluding MAN and Scania. MAN was not fined as the company had informed the European Commission about the cartel as a key witness. With regard to Scania, the European Commission issued a contentious fine decision in September 2017 by which a fine of €0.88 billion was imposed. Scania has appealed to the European Court in Luxembourg and will use all means at its disposal to defend itself. Depending on how the legal proceedings develop, actual fines may differ. In 2016, Scania set aside a €0.4 billion provision in connection with the proceedings. As is the case in any antitrust proceedings, further lawsuits from customers against MAN and Scania have been filed and will continue to be filed, which could result in substantial liabilities.

Volkswagen is also subject to an ongoing antitrust investigation by the European Commission in relation to potential collusion in the field of technical developments among certain European auto manufacturers. As part of an announced review, in November 2017, the European Commission examined documents in the offices of Volkswagen AG and AUDI AG. In April 2019, the European Commission issued a statement of objections to Volkswagen AG, AUDI AG and Porsche AG in connection with the European Commission's antitrust investigation of the automobile industry. These objections state the European Commission's preliminary evaluation of the matter and afford the opportunity to comment. The subject matter of the proceedings is limited to the cooperation of German automobile manufacturers on technical questions in connection with the development and introduction of emission control technology systems and gasoline particulate filters for passenger cars that were sold in the European Economic Area. The manufacturers are not charged with any other misconduct such as price fixing or allocating markets and customers. After receiving access to the investigation files starting in July 2019, Volkswagen in December 2019 filed its reply to the European Commission's statement of objections. In the same matter, the Chinese Competition Authority also issued information requests to Volkswagen AG, AUDI AG and Porsche AG, and commenced an administrative action.

Furthermore, Volkswagen has been subject to an ongoing antitrust investigation by the German Federal Cartel Office in relation to potential anti-competitive behavior with regard to steel purchasing. Following proceedings against steel manufacturers on alleged price fixing, the Federal Cartel Office in June 2016 extended the scope of its investigation to certain steel processing companies as well as other steel customers including Volkswagen and, in this context, carried out an on-site inspection in the offices of Volkswagen AG in June 2016. The Volkswagen Group companies concerned have been cooperating fully with the Federal Cartel Office and reached an agreement to settle the case in November 2019. Volkswagen agreed to pay a fine of €48.8 million.

In 2017, the Italian Competition Authority initiated proceedings to investigate potential competition law infringements (alleged exchange of competitively sensitive information) by a number of captive automotive finance companies, including Volkswagen Bank GmbH. The proceedings were later extended to the relevant parent companies, including Volkswagen AG. In January 2019, the Italian Competition Authority imposed a fine of €163 million against Volkswagen AG and Volkswagen Bank GmbH. Provisions were recognized by Volkswagen Bank GmbH. Volkswagen AG and Volkswagen Bank GmbH filed an appeal against this decision in March 2019. In the same context, an antitrust class action lawsuit has furthermore been filed by customers in Italy against Volkswagen Bank GmbH, among others.

United States and Canada

In March 2020, the US District Court for the Northern District of California dismissed two putative class action complaints brought by purchasers of German luxury vehicles alleging that, since the 1990s, several automobile manufacturers, including Volkswagen AG and other Group companies conspired to unlawfully increase the prices of German luxury vehicles in violation of US antitrust and consumer protection law. The court held that the plaintiffs have not stated a claim for relief because the allegations in the complaints do not plausibly support the alleged agreements unreasonably restrained competition in violation of U.S. law. The court granted Plaintiffs leave to file amended complaints with respect to a limited subset of plaintiffs' original claims.

Plaintiffs in Canada filed claims with similar allegations on behalf of putative classes of purchasers of German luxury vehicles against several automobile manufacturers, including Volkswagen Group Canada Inc., Audi Canada Inc., and other Group companies.

Additionally, Volkswagen AG and certain of its current and former executives and directors have been named as defendants in a putative class action filed in the United States District Court for the Eastern District of New York. The complaint asserts claims under Sections 10(b) and 20(a) of the Securities Exchange Act of 1934 and Rule 10b-5 promulgated thereunder, based on allegations relating to statements in Volkswagen AG's Annual Reports

for the years 2012 through 2016 regarding Volkswagen AG's compliance measures, in particular those relating to competition and antitrust law, as well as allegations in an antitrust litigation against Volkswagen AG in the Northern District of California. Volkswagen filed a motion to dismiss the complaint, which has not yet been decided.

In July 2019 Ford Motor Co., Honda Motor Co. Ltd., BMW of North America LLC and Volkswagen Group of America, Inc. announced a voluntary agreement with the CARB regarding CARB's enforcement position on greenhouse gas emissions and fuel economy standards. In August 2019 the DOJ's Antitrust Division wrote to each of these companies to express its concern that the agreement may violate federal antitrust laws and to request information regarding the agreement. After such information was provided, the DOJ closed its investigation in February 2020.

MAN SE Award Proceedings

The Annual General Meeting of MAN SE approved the conclusion of a control and profit and loss transfer agreement between MAN SE, as the controlled company and TRATON SE (formerly Truck & Bus GmbH, Volkswagen Truck & Bus GmbH, Volkswagen Truck & Bus AG and TRATON AG), a publicly listed and majority owned subsidiary of Volkswagen AG, as the controlling company, in June 2013. In July 2013, award proceedings were instituted to review the appropriateness of the cash settlement set out in the agreement in accordance with section 305 of the German Stock Corporation Act (*AktG — Aktiengesetz*) and the cash compensation in accordance with section 304 of the German Stock Corporation Act. It is not uncommon for noncontrolling interest shareholders to institute such proceedings.

By ruling of June 26, 2018 (supplemented and amended by the rulings of July 30, 2018 and December 17, 2018), the Munich Higher Regional Court rendered a final decision increasing the annual compensation claim under section 304 AktG to €5.47 gross per share (less any corporate income tax and any solidarity surcharge at the respective tax rate applicable to these taxes for the financial year in question). The cash settlement in the amount of €90.29 per share, increased in the first instance by the Munich I Regional Court, was affirmed. The decisions by the Munich Higher Regional Court are final and were published in the German Federal Gazette on August 6, 2018 and January 10, 2019.

On February 28, 2020, TRATON SE announced that it intends to implement a merger squeeze-out of the minority shareholders of MAN SE.

Nullification Lawsuits

Two separate claims were initiated against Volkswagen in the District Court (*Landgericht*) of Hannover seeking nullification of certain resolutions passed at the annual General Meeting of Shareholders on June 22, 2016. Specifically, the first claim sought nullification of: (i) the discharge of members of the Board of Management for the financial year 2015, (ii) the discharge of members of the Supervisory Board for the financial year 2015 and (iii) the election to the Supervisory Board of Dr. Hessa Sultan Al-Jaber, Ms. Annika Falkengren, Dr. Louise Kiesling and Mr. Hans Dieter Pötsch. The second claim also addressed some of these same issues and specifically sought the nullification of the resolutions on: (i) the allocation of profits, (ii) the discharge of members of the Board of Management for the financial year 2015, (iii) the discharge of members of the Supervisory Board for the financial year 2015 and (iv) the election of Dr. Louise Kiesling and Mr. Hans Dieter Pötsch to the Supervisory Board. In September 2017, the District Court rejected all claims. An appeal against this decision was rejected by the Higher Regional Court in Celle in June 2018. Subsequently, the first claimant filed a complaint with the German Supreme Court (*Bundesgerichtshof*) to permit a second appeal and overrule the Regional Court's rejection of the claims. In July 2019, the German Supreme Court (*Bundesgerichtshof*) rejected the complaint.

On June 22, 2017, an additional claim was initiated against Volkswagen in the District Court (*Landgericht*) of Hannover seeking nullification of certain resolutions passed at the annual General Meeting of Shareholders on May 10, 2017. Specifically, the claim seeks nullification of: (i) the discharge of Mr. Matthias Müller from the Board of Management for the financial year 2016, (ii) the discharge of Mr. Hans Dieter Pötsch from the Supervisory Board for the financial year 2016, and (iii) the discharge of Mr. Stephan Weil from the Supervisory Board for the financial year 2016. In July 2018, the District Court of Hannover rejected the claim and the plaintiff filed an appeal with the Higher Regional Court in Celle. The appeal was withdrawn in March 2020.

MAN Latin America Tax Proceedings

In the tax proceedings between MAN Latin America Indústria e Comércio de Veículos Ltda. ("**MAN Latin America**") and the Brazilian tax authorities, the Brazilian tax authorities took a different view of the tax implications of the acquisition structure chosen for MAN Latin America in 2009. In December 2017, a final instance judgment was rendered in administrative court proceedings, which was negative for MAN Latin America.

MAN Latin America has initiated proceedings against this judgment before the regular court in 2018. Because of the potential range of penalties plus interest which could potentially apply under Brazilian law, the estimated size of the risk in the event that the tax authorities are able to prevail overall with their view is laden with uncertainty. However, a positive outcome continues to be expected for MAN Latin America. Should the opposite occur, this could result in a risk of about €0.5 billion for the contested period from 2009 onwards, which has been reported within the contingent liabilities as of March 31, 2020. This assessment is based on the accumulated accounts at the reporting date for the claimed tax liability including the potential expected penalty surcharges, as well as accumulated interest, but excluding any future interest and without discounting any cash flows.

GT Gettaxi Ltd. proceedings

In February 2020, Volkswagen AG and another defendant were served with a lawsuit filed by GT Gettaxi Ltd. The lawsuit in particular alleges large damage claims and tortious wrongdoings by Volkswagen AG. Volkswagen will evaluate the alleged claims and defend itself against them.

Legal Factors Influencing Business

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

Risks from the legal and political framework have a considerable impact on Volkswagen's future business success and have tended to become greater during the recent period. Regulations concerning vehicles' emissions, fuel consumption and safety play a particularly important role. Complying with these varied and often diverging regulations across the world requires strenuous efforts on the part of the automotive industry. In addition to emissions, consumption and safety regulations, traffic-policy restrictions for the reduction of traffic congestion, noise and pollution are becoming increasingly important in cities and urban areas in the European Union and other regions. For example, bans on diesel vehicles are being gradually implemented in several jurisdictions.

When transparent and economically viable, insurance cover is taken out for these risks. For the identifiable and measurable risks, corresponding provisions are recognized and information about contingent liabilities is disclosed. 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 particularly applies to legal risk assessment regarding the diesel issue.

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 (*naamloze vennootschap*) under the laws of The Netherlands for an indefinite period of time on April 15, 1977 (LEI: 5299004PWNHKYTR23649). It is registered with the Register of Commerce under No. 33148825. VIF is subject to the provisions of the Boek 2 Burgerlijk Wetboek (Book 2 of the Dutch Civil Code). VIF's registered office is in Amsterdam, The Netherlands; its head office is at Paleisstraat 1, 1012 RB Amsterdam, The Netherlands (telephone number +31 20 624 5971).

VIF's website can be accessed under https://www.vif.nl. The content of this website is for information purposes only and does not form part of this Prospectus and has not been scrutinized or approved by the Commission.

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.

Organizational Structure / Shareholder Structure

Volkswagen AG 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).

VIF is wholly-owned by its direct legal shareholder, Volkswagen Finance Luxemburg S.A. ("**VFL**"), which is a wholly-owned direct subsidiary of Volkswagen AG.

Share Capital

As of December 31, 2019, the authorized capital of VIF amounted to €104,370,000 divided into 104,370 registered shares with a par nominal value of €1,000 each, 103,035 of which were issued and fully paid-up.

Employees

During the year 2019, the average number of employees calculated on a full-time-equivalent basis was 14.

Business Overview

Principal activities

The main activity of VIF consists in financing the Volkswagen Group companies.

Within the financing business VIF issues notes under various debt issuance programmes and commercial papers programmes. 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 Asian market. All programmes, and the standalone bonds issued by VIF, are guaranteed by VIF's ultimate parent company Volkswagen AG. The funds raised are granted to Volkswagen Group companies.

As a holding company VIF owned the following subsidiaries on December 31, 2019:

Company name	Main activity	Country of Registration	Participation (%)	Book Value (Million EUR)	Year of acquisition
VW Autoeuropa, Lda.....	Production of vehicles	Portugal	26	133.0	2006/2008
VW Group Saudi Arabia LLC	Import of vehicles	Kingdom of Saudi Arabia	51	3.5	2013

In addition to the participations in the above listed Volkswagen Group companies in which VIF holds interests greater than 20%, VIF also holds 9.01% capital interest and 99% of voting rights in Skoda Auto Volkswagen India Private Ltd as well as 1 share in the capital of Volkswagen International Belgium S.A. For VW Group Saudi Arabia LLC and Skoda Auto Volkswagen India Private Ltd VIF has concluded de-domination agreements (*Stimmbindungsvereinbarungen*) with its parent company VFL regarding the execution of the voting rights in these companies. VIF also holds 1 share in the capital of Volkswagen do Brasil.

Principal markets

VIF finances Volkswagen Group companies primarily situated on the European, American and Asian market. Participations are held in Europe, Asia and in the Middle East.

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 Financial Services N.V., Amsterdam
	Managing Director of VW Finance Overseas B.V., Amsterdam
Vincent Delva, Managing Director	Secretary General of Volkswagen International Belgium S.A., Brussels
	Managing Director of Volkswagen Finance Luxemburg S.A., Strassen
	Managing Director of Volkswagen International Luxemburg S.A., Strassen
	Managing Director of MOIA Luxemburg S.A., Strassen
	Managing Director of Audi Luxemburg S.A., Strassen
	Managing Director of car.software Luxemburg S.A.

Supervisory Board

The Supervisory Board of VIF consists of one or more members. Present members of the Supervisory Board are:

Name	Additional Activities
Stefan Rasche, Chairman	Chairman of the Management Board and Member of the Supervisory Board of Volkswagen International Belgium S.A., Brussels
	Member of the Management Board and Member of the Supervisory Board of Volkswagen Finance Belgium S.A., Brussels
	Chairman of the Supervisory Board of Volkswagen Finance Luxemburg S.A., Strassen
	Chairman of the Supervisory Board of Volkswagen International Luxemburg S.A., Strassen

Name	Additional Activities
Gudrun Letzel	Group Legal – Head of M&A and Foreign Holdings at Volkswagen AG, Wolfsburg
	Member of the Supervisory Board of Volkswagen Finance Luxemburg S.A., Strassen
	Member of the Supervisory Board of Volkswagen International Luxemburg S.A., Strassen
Bjoern Reinecke	Group Treasury – Head of Financial Markets at Volkswagen AG, Wolfsburg

The members of the Management Board and of the Supervisory Board can be contacted at the address of the head office of the Issuer at Paleisstraat 1, 1012 RB Amsterdam, The Netherlands.

There are no potential conflicts of interests between any duties of the members of the Management Board and the Supervisory Board owed to the Issuer and their private interests and/or other duties.

Selected Financial Information

The following table shows selected financial information of VIF extracted without material adjustment from the audited financial statements, for the years ended December 31, 2019 and 2018 and prepared in accordance with accounting standards generally accepted in The Netherlands (Dutch GAAP, as defined below):

	As of and for the year ended December 31	
	2019	**2018**
	(audited)	
	in € thousands	
Key Financial Information (Dutch GAAP)		
Total assets	30,789,650	40,448,368
Shares in participations	165,690	165,504
Loans to and receivables due from Volkswagen Group companies	30,447,618	40,103,940
Receivables due from joint ventures of Volkswagen Group	9,847	8,168
Total receivables from loans	30,457,465	40,112,108
Total shareholder's equity	234,630	258,123
Liabilities from external funding activities (bonds and commercial papers)	29,535,657	39,091,531
Liabilities to Volkswagen Group companies	535,403	565,514
Total liabilities from funding activities	30,071,060	39,657,045
Interest and similar income	978,115	895,595
Interest and similar expenses	-940,797	-854,911
Result from shares in participations	11,120	8,164
Fees received and other operating income	1,795	1,374
Impairment of shares in participations	186	27,706
Other expenses	-3,396	-6,035
Result before taxation	47,023	71,893
Taxation	-10,951	-12,328
Result after taxation	36,072	59,565
Net cash flow current year	4,456	93,143

Historical Financial Information

The audited financial statements of VIF for the financial years ended December 31, 2019 and 2018 are incorporated herein by reference and form part of this Prospectus.

Statutory Auditors

BDO Audit & Assurance B.V., Krijgsman 9, 1186 DM Amstelveen, P.O. Box 71730, 1008 DE Amsterdam, The Netherlands, ("**BDO**") have audited and issued an unqualified auditor's report on the financial statements of the Issuer as of and for the years ended December 31, 2019 and December 31, 2018. The financial statements as of and for the years ended December 31, 2019 and December 31, 2018 have been prepared by the Issuer's management in accordance with Dutch GAAP. The auditor signing on behalf of BDO Audit & Assurance B.V. is a member of the Royal Netherlands Institute of Chartered Accountants (*Koninklijke Nederlandse Beroepsorganisatie van Accountants*) in the Netherlands. BDO Audit & Assurance B.V. is registered at the Dutch Authority for the Financial Markets (*Autoriteit Financiële Markten*, AFM).

Trend Information

Notwithstanding the impact of the SARS-CoV-2 pandemic, which has affected and may continue to affect Volkswagen Group's operations and financial results for 2020 (See also: "*Volkswagen AG as Issuer and Guarantor – Recent Events*"), there has been no material adverse change in the prospects of VIF since December 31, 2019, the date of its last published audited financial statements.

Notwithstanding the impact of the SARS-CoV-2 pandemic, which has affected and may continue to affect Volkswagen Group's operations and financial results for 2020 (See also: "*Volkswagen AG as Issuer and Guarantor – Recent Events*"), there has been no significant change in the financial performance of VIF and its subsidiaries since December 31, 2019, the date for which financial information has been published.

Significant Change in VIF's Financial Position

Notwithstanding the impact of the SARS-CoV-2 pandemic, which has affected and may continue to affect Volkswagen Group's operations and financial results for 2020 (See also: "*Volkswagen AG as Issuer and Guarantor – Recent Events*"), there has been no significant change in the financial position of VIF and its subsidiaries since December 31, 2019, the date for which financial information has been published.

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, have a significant effect on its financial position or profitability. However, as a result of the recent investigations in relation to the diesel issue, VIF as an issuer may in future face legal disputes from investors claiming damages for alleged breaches of applicable laws.

VOLKSWAGEN GROUP OF AMERICA FINANCE, LLC AS ISSUER

History and Development

Volkswagen Group of America Finance, LLC ("**VWGoAF**"), which is both the legal and the commercial name, was formed under the laws of Delaware on February 14, 2014 and is a wholly owned subsidiary of Volkswagen Group of America, Inc. ("**VWGoA**"). VWGoA is a wholly owned subsidiary of Volkswagen Aktiengesellschaft. VWGoAF is organised under the laws of the State of Delaware (Company No. 5482642; LEI: 5493002SQ1AVQBY41K40). VWGoAF's registered office is located at 251 Little Falls Drive, Suite 400, Wilmington, Delaware 19808. The principal place of business is at 2200 Ferdinand Porsche Drive, Herndon, Virginia 20171. VWGoAF's Federal Tax Identification Number is 46-4861433.

Limited Liability Company Agreement

Pursuant to item 2.5 of VWGoAF's Limited Liability Company Agreement, VWGoAF is organised to engage in, promote, conduct and carry on any lawful acts or activities for which limited liability companies may be organised under the Delaware Limited Liability Company Act.

Organisational Structure / Shareholder Structure

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

Share Capital

As of December 31, 2019, Volkswagen Group of America, Inc. owned 100 % of the outstanding membership interests of VWGoAF with a paid in capital value of USD 1,000,000.

Business Overview

Principal activities

The principal activity of VWGoAF is acting as an issuing company within the debt markets to support the funding requirements of the Volkswagen Group.

Principal markets

VWGoAF's principal market is the United States of America.

Administrative, Management and Supervisory Bodies

Board of Directors

Lawrence Tolep
President, VWGoAF

Dr. Elmar Licharz
Chief Financial Officer, VWGoA

Thorsten Brand
Head of Global Treasury Operations, VWAG

Bjoern Baetge
Head of Global Markets, VWAG

The members of the Board of Directors can be contacted at the principal place of business of VWGoAF.

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

VWGoAF was formed in the State of Delaware in the United States and is managed under the direction of the Board of Directors. As such, the Board of Directors is subject to and complies with the Delaware Limited Liability Company Act.

Neither Federal nor State law requires VWGoAF to establish an audit committee.

Selected Financial Information

The following table shows selected financial information of VWGoAF extracted from the audited financial statements for the financial year ended December 31, 2019 and 2018, prepared in accordance with IFRS:

Balance Sheet Data (audited):

	December 31, 2019	December 31, 2018
	in USD 1,000	
Total Assets.....	11,868,239	11,033,585
Total Liabilities.....	11,812,174	11,040,938
Total Equity	56,065	(7,353)

Statement of Income and Comprehensive Income (audited):

	December 31, 2019	December 31, 2018
	in USD 1,000	
Profit and comprehensive income.....	63,418	(20,911)

Historical Financial Information

The audited financial statements of VWGoAF for the financial year ended December 31, 2019 and 2018 are incorporated herein by reference and form part of this Prospectus. These statements were prepared according to IFRS, as adopted by the European Union.

Statutory Auditors

The financial statements of VWGoAF as of December 31, 2019 and 2018, 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 a member of the American Institute of Certified Public Accounts, 1211 Avenue of the Americas, New York, NY 10036-8775, USA.

Trend Information

Notwithstanding the impact of the SARS-CoV-2 pandemic, which has affected and may continue to affect Volkswagen Group's operations and financial results for 2020 (See also: "*Volkswagen AG as Issuer and Guarantor – Recent Events*"), there has been no material adverse change in the prospects of VWGoAF since December 31, 2019, the date of its last published audited financial statements.

Notwithstanding the impact of the SARS-CoV-2 pandemic, which has affected and may continue to affect Volkswagen Group's operations and financial results for 2020 (See also: "*Volkswagen AG as Issuer and Guarantor – Recent Events*"), there has been no significant change in the financial performance of VWGoAF since December 31, 2019, the date for which financial information has been published.

Significant Change in VWGoAF's Financial Position

Notwithstanding the impact of the SARS-CoV-2 pandemic, which has affected and may continue to affect Volkswagen Group's operations and financial results for 2020 (See also: "*Volkswagen AG as Issuer and Guarantor – Recent Events*"), there has been no significant change in the financial position of VWGoAF since December 31, 2019, the date for which financial information has been published.

Legal and Arbitration Proceedings

Following the publication of the EPA's "Notices of Violation" Volkswagen AG and other Volkswagen Group companies have been the subject of intense scrutiny, ongoing investigations (civil and criminal) and civil litigation. Volkswagen AG and other Volkswagen Group companies have received subpoenas and inquiries from state attorneys general and other governmental authorities.

Volkswagen AG and other Volkswagen Group companies are facing litigation in the USA on a number of different fronts relating to the matters described in the EPA's "Notices of Violation". In that respect investigations by various US regulatory and government authorities are ongoing, particularly in areas relating to securities, financing and tax. Additionally, in the USA, certain putative class actions by customers, investors, salespersons and dealers; individual customers' lawsuits and state or municipal claims have been filed in various courts, including state courts. A large number of these putative class action lawsuits have been filed in US federal courts and consolidated for pretrial coordination purposes in the federal multidistrict litigation proceeding in the State of California.

The U.S. Securities and Exchange Commission has requested information from Volkswagen AG and VWGoAF regarding potential violations of securities laws in connection with issuances of bonds issued by VWGoAF, as a result of nondisclosure of certain Volkswagen diesel vehicles' noncompliance with US emission standards. On March 14, 2019, the SEC filed a complaint in the U.S. District Court for the Northern District of California, against Volkswagen AG, VWGoAF, VW Credit and the former Volkswagen CEO, Martin Winterkorn, alleging violations of the antifraud provisions of the federal securities laws. The SEC complaint seeks permanent injunctions, disgorgement of allegedly ill-gotten gains with prejudgment interest, and civil penalties.

A putative class action has also been filed against certain Volkswagen Group companies including VWGoAF on behalf of purchasers of certain USD-denominated Volkswagen bonds, alleging that these bonds were trading at artificially inflated prices due to Volkswagen's alleged misstatements and omissions to disclose material facts, and that the value of these bonds declined after the EPA issued its "Notices of Violation". This lawsuit has also been consolidated in the federal multidistrict litigation proceeding in the State of California.

See also, "*Volkswagen AG as Issuer and Guarantor – Legal and Arbitration Proceedings – Diesel Issue"* and *"Risk Factors − Risk Factors regarding Volkswagen Aktiengesellschaft and Volkswagen Group − Government authorities in a number of jurisdictions worldwide have conducted and are continuing to conduct investigations of Volkswagen regarding findings of irregularities relating to exhaust emissions from diesel engines in certain Volkswagen Group vehicles. The results of these and any further investigations, and related civil and criminal litigation, may have a material adverse effect on Volkswagen's business, financial position, results of operations, and reputation, as well as the prices of its securities, including the Notes, and its ability to make payments under its securities.*"

Other than the foregoing, as of the date of this Prospectus, VWGoAF 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.

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

History and Development

VW Credit Canada, Inc. / Crédit VW Canada, Inc. ("**VCCI**"), which is both the legal and the commercial name, was incorporated on November 21, 1989, pursuant to the laws of Canada and assigned federal corporation number 254278-1 (LEI: 5493008EKOD7VIY3LM85).

The registered and principal offices of VCCI are located at 601 Westney Road South, Ajax, Ontario, Canada L1S 4N7 (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.

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.

VCCI has three wholly owned operational subsidiaries: (i) VW Credit Canada Leasing ULC, an Alberta unlimited liability company, through which VCCI conducts its retail leasing business; (ii) Beetle BC Holdings, Inc., registered under the laws of British Columbia, a VCCI's captive insurance company and has issued and maintains an insurance policy for each of Audi Canada Inc. ("**Audi Canada**") and Volkswagen Group Canada Inc. ("**VWGC**"); and (iii) VW Payments Canada, Inc.

Share Capital

As of December 31, 2019, VCCI had outstanding common stock and it was fully paid up and total stockholder's equity was CAD 760,670,000.

Employees

During the year 2019, the average number of employees calculated on a full-time-equivalent basis was 176.

Business Overview

Principal activities

The principal activity of VCCI is acting as a so called "captive" finance company for Volkswagen Canada and Audi Canada branded dealers, including purchasing retail instalment sales contracts and leases from Volkswagen Canada and Audi Canada branded dealers. VCCI also 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

As of the date of this Prospectus, VCCI's Board of Directors members are:

Anthony Bandmann
Chair of the VCCI Board of Directors.
President and CEO of VW Credit, Inc.

David Rands
Executive Vice-President and Chief Financial Officer of VCCI
Executive Vice-President and Chief Financial Officer of VW Credit, Inc.

Darren Maloney, Director
President and Chief Executive Officer, VCCI

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 years ended December 31, 2019 and December 31, 2018, prepared in accordance with IFRS:

Balance Sheet Data (audited):

	December 31, 2019	**December 31, 2018**
	in CAD 1,000	
Total Assets	10,498,259	10,086,153
Total Liabilities	9,737,589	9,407,068
Total Equity	760,670	679,085

Income Statement Data (audited):

	December 31, 2019	**December 31, 2018**
	in CAD 1,000	
Net Lending Income	247,975	199,936
Net Leasing Income	127,242	122,505
Net Income	83,759	81,085

Historical Financial Information

The audited financial statements of VCCI for the financial years ended December 31, 2019 and 2018 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 December 31, 2019 and 2018 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.

Trend Information

Notwithstanding the impact of the SARS-CoV-2 pandemic, which has affected and may continue to affect Volkswagen Group's operations and financial results for 2020 (See also: "*Volkswagen AG as Issuer and Guarantor – Recent Events*"), there has been no material adverse change in the prospects of VCCI since December 31, 2019, the date of its last published audited financial statements.

Notwithstanding the impact of the SARS-CoV-2 pandemic, which has affected and may continue to affect Volkswagen Group's operations and financial results for 2020 (See also: "*Volkswagen AG as Issuer and Guarantor – Recent Events*"), there has been no significant change in the financial performance of VCCI and its subsidiaries since December 31, 2019, the date for which financial information has been published.

Significant Change in VCCI's Financial Position

Notwithstanding the impact of the SARS-CoV-2 pandemic, which has affected and may continue to affect Volkswagen Group's operations and financial results for 2020 (See also: "*Volkswagen AG as Issuer and Guarantor – Recent Events*"), there has been no significant change in the financial position of VCCI and its subsidiaries since December 31, 2019, the date for which financial information has been published.

Legal and Arbitration Proceedings

In April 2018, a class action lawsuit was brought against VCCI and some other leasing companies in the industry in Quebec, Canada. VCCI, like all other leasing companies in Quebec, has been alleged of either not disclosing, and/or charging fees to effect transfers of leases that are beyond what is reasonable, in violation of the consumer protection law and the Civil Code of Quebec. On October 23, 2019, the plaintiffs abandoned the claim that the lease transfer fees were not disclosed and on February 7, 2020, Justice Gagnon of the Quebec Superior Court dismissed the claim that the fees transferred were excessive and refused to authorize the class. On March 6, 2020 VCCI received notice that the plaintiffs intend to appeal the judge's decision to refuse to authorize the class. VCCI intends to defend the appeal but no hearing date has been set at this time. Since the proceedings are ongoing, its merits and the potential impact to VCCI cannot be determined at this stage. Other than the foregoing, 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.

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 two 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.

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 or Option II 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.

EMISSIONSBEDINGUNGEN

German Language Version (Deutsche Fassung der Emissionsbedingungen)

Die Emissionsbedingungen für die Schuldverschreibungen (die "**Emissionsbedingungen**") sind nachfolgend in zwei 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.

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 oder Option II (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.

[*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 or Option II:*

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.**]**

[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 oder Option II 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 dieser Emissionsbedingungen, deren Entsprechungen in den Endgültigen Bedingungen nicht ausgefüllt oder die gestrichen sind, gelten als aus diesen Emissionsbedingungen gestrichen; sämtliche auf die Schuldverschreibungen nicht anwendbaren Bestimmungen dieser Emissionsbedingungen (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.**]**

TERMS AND CONDITIONS OF THE NOTES

OPTION I – Terms and Conditions for Notes with fixed interest rates

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:

[(2) *Form.* The Notes are in bearer form and represented by one or more global notes (each a "**Global Note**").**]**

In case of Notes denominated in CAD and settled in CDS insert:

[(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**").

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

EMISSIONSBEDINGUNGEN DER INHABERSCHULDVERSCHREIBUNGEN

OPTION I – Emissionsbedingungen für Inhaberschuldverschreibungen mit fester Verzinsung

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 Fall von Schuldverschreibungen, 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 Fall 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**").

Unbeschadet der Emissionsbedingungen ist CDS & CO., oder jede andere von CDS benannte Stelle, solange die Dauerglobalurkunde noch Schuldverschreibung verbrieft von der

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 (The Toronto-Dominion Bank, Canada)) 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 (the "**Definitive Notes**") 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.

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 (The Toronto-Dominion Bank, Canada)) 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, verkörperte Einzelurkunden (die "**Einzelurkunden**") 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 Clearing System innerhalb von 90 Tagen nach Kenntniserlangung der Emittentin vom Verlust der oben benannten Eigenschaft seitens der CDS benannt wird.

In the event that any Definitive Notes are required to be issued in exchange for interests in the Permanent Global Note, the Issuer shall determine their form as well as any necessary technical changes required to these Terms and Conditions.

Direct Rights

Direct rights can only be exercised in accordance with the Terms and Conditions and the procedures of CDS.

In the case of Notes which are issued by VWGoAF insert:

[(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 VWGoAF 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).]

Für den Fall, dass die Ausgabe von Einzelurkunden im Austausch für Anteile an der Dauerglobalurkunde notwendig ist, soll die Emittentin ihre Form sowie erforderliche technische Änderungen dieser Emissionsbedingungen festlegen.

Unmittelbare Rechte

Unmittelbare Rechte können nur in Übereinstimmung mit den Emissionsbedingungen und den Verfahren von CDS ausgeübt werden.

Im Fall von Schuld-verschreibungen, die von VWGoAF 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 Erfassungssystem (*book-entry agreement*) getroffen oder eine anderweitige Dematerialisierung von Schuldverschreibungen unter dem U.S. Steuerrecht wurde adressiert.

Zinszahlungen erfolgen auf diese von der VWGoAF 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).]
In the case of Notes which are not issued by VWGoAF and represented by a Permanent Global Note insert:	**[**(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.**]**	**Im Fall von Schuldverschreibungen, die nicht von VWGoAF begeben werden und die durch eine Dauerglobalurkunde verbrieft sind, einfügen:**	**[**(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.**]**
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. (b) The Temporary Global Note shall be exchanged for the 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	**Im Fall 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 gegen Schuldverschreibungen 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 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 nur nach Vorlage

	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)).**]**		von 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 eine 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 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.**]**
In the case of Notes not denominated in Renminbi insert:	(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 ("**CBF**")**] [**Clearstream Banking S.A. ("**CBL**")**] [**Euroclear Bank SA/NV ("**Euroclear**")**] [**(CBL and Euroclear each an "**ICSD**" and together the "**ICSDs**")**] [,] [**and**] [specify other Clearing System]** and any successor in such capacity.	**Im Fall von Schuldverschreibungen die nicht auf Renminbi lauten, einfügen:**	(4) *Clearing System*. Die Globalurkunde, die die Schuldverschreibungen verbrieft, wird von einem oder für ein Clearing System verwahrt. "**Clearing System**" bezeichnet [bei mehr als einem Clearing System einfügen: jeweils] folgendes: **[**Clearstream Banking AG ("**CBF**")**] [**Clearstream Banking S.A. ("**CBL**")**] [**Euroclear Bank SA/NV ("**Euroclear**")] **[**(CBL und Euroclear jeweils ein "**ICSD**" und zusammen die "**ICSDs**")**] [,] [**und**] [**anderes Clearing System angeben**]** sowie jeder Funktionsnachfolger.
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.**]**	**Im Fall von Schuld-verschrei-bungen, 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.**]**

[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.**]**

[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) *Holder of Notes.* "**Holder**" means any holder of a proportionate co-ownership or other beneficial interest or right in the Notes **[in the case of CAD Notes settled in CDS insert:**, subject to §1(2)**]**.

(5) *Gläubiger von Schuldverschreibungen*. "**Gläubiger**" bezeichnet jeden Inhaber eines Miteigentumsanteils oder anderen vergleichbaren Rechts an den Schuldverschreibungen **[im Fall von CAD Schuldverschreibungen, die von CDS gehalten werden, einfügen:**, vorbehaltlich §1(2)**]**.

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.**]**

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 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 verbrieften Schuldverschreibungen der Gesamtnennbetrag der zurückgekauften bzw. gekauften und entwerteten Schuldverschreibungen

			bzw. der Gesamtbetrag der so gezahlten Raten abgezogen wird.**]**
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.**]**	**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.**]**
In the case of Notes kept in custody by CBF insert:	**[**(7) *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.**]**	**Im Fall von Schuldverschreibungen, die von CBF verwahrt werden, einfügen:**	**[**(7) *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, NEGATIVE PLEDGE [in the case of Notes issued by VIF, VCCI or VWGoAF insert: AND GUARANTEE]**		**§ 2** **STATUS, NEGATIVVERPFLICHTUNG [Im Fall von Schuldverschreibungen, die von VIF, VCCI oder VWGoAF begeben werden, einfügen: UND GARANTIE]**
	(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.		(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) *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		(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,

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 the Issuer or a special purpose vehicle where the Issuer is the originator of the underlying assets.

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 von der Emittentin begebenen *asset-backed securities* (strukturierte Wertpapiere, die mit Vermögenswerten besichert sind) gestellt werden oder für *asset-backed securities*, die von einer Zweckgesellschaft begeben werden, und bei denen die Emittentin die ursprüngliche Inhaberin der zugrunde liegenden Vermögenswerte ist.

In the case of Notes issued by VIF, VCCI or VWGoAF 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 (the "**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 the Guarantor or a special purpose vehicle where the Guarantor is the originator of the underlying assets.

Im Fall von Schuld-verschrei-bungen, die von VIF, VCCI oder VWGoAF 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 von der Garantin begebenen *asset-backed securities* (strukturierte Wertpapiere, die mit Vermögenswerten besichert sind) gestellt werden oder für *asset-backed securities*, die von einer Zweckgesellschaft begeben werden, und bei denen die Garantin die ursprüngliche Inhaberin der zugrunde liegenden Vermögenswerte ist.

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

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

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.**]**

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
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

§ 3
ZINSEN

(1) *Zinssatz und Zinszahlungstage*. Die Schuldverschreibungen werden bezogen auf ihren Nennbetrag verzinst, und zwar vom **[Verzinsungsbeginn einfügen]** (einschließlich) bis zum 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 festgelegte 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]**.]

(2) *Auflaufende Zinsen*. Falls die Emittentin die Schuldverschreibungen bei Fälligkeit nicht einlöst, endet die Verzinsung der

(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."

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.[(2)]

Schuldverschreibungen nicht mit Ablauf des Tages, der dem Tag der Fälligkeit vorangeht, sondern erst mit Ablauf des Tages, der dem Tag der tatsächlichen Rückzahlung der 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.[(2)]

(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).

(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) *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**"):

(4) *Zinstagequotient*. "**Zinstagequotient**" bezeichnet im Hinblick auf die Berechnung von Zinsbeträgen für einen beliebigen Zeitraum (der "**Zinsberechnungszeitraum**"):

[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]**

[Im Fall 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]**.

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(2) 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(1) German Civil Code.

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 Absatz 1 BGB.

[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.**]**

[Im Fall 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.**]**

[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**]**.

[Im Fall von Actual/Actual (ICMA Regelung 251) und wenn der Zinsberechnungszeitraum kürzer ist als die Zinsperiode, in die der Zinsberechnungszeitraum fällt, oder ihr entspricht (einschließlich im Falle eines kurzen Kupons) einfügen: die Anzahl von Tagen in dem Zinsberechnungszeitraum, geteilt durch **[Im Fall 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 Fall von Zinsperioden, die kürzer sind als ein Jahr einfügen**: und (2) der Anzahl von Zinsperioden, die normalerweise in einem Jahr enden würden**]**.

[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:

[Im Fall von Actual/Actual (ICMA Regelung 251) und wenn der Zinsberechnungszeitraum länger ist als eine Zinsperiode (langer Kupon) einfügen: die Summe von:

(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

(A) der Anzahl von Tagen in dem Zinsberechnungszeitraum, die in die Zinsperiode fallen, in welcher der Zinsberechnungszeitraum beginnt, geteilt durch **[Im Fall von Zinsperioden, die kürzer sind als ein Jahr einfügen**: das Produkt aus (1)] Anzahl der Tage in dieser Zinsperiode **[Im Fall 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) 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**]**.

(B) der Anzahl von Tagen in dem Zinsberechnungszeitraum, die in die darauffolgende Zinsperiode fallen, geteilt durch [**Im Fall von Zinsperioden, die kürzer sind als ein Jahr einfügen**: das Produkt aus (1)**]** Anzahl der Tage in dieser Zinsperiode **[Im Fall 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**]**.

"**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 only, **[insert deemed Interest Payment Dates]** shall each be deemed to be an Interest Payment Date**].]**

"**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**].]**

[If Actual/365 (Fixed) insert: the actual number of days in the Calculation Period divided by 365.**]**

[Im Fall von Actual/365 (Fixed) einfügen: die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum, dividiert durch 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.**]**

[Im Fall 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.**]**

[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 twelve 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).**]**

[Im Fall 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).**]**

[if 30E/360 or Eurobond Basis 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 twelve

[Im Fall von 30E/360 oder Eurobond Basis einfügen: die Anzahl der Tage im Zinsberechnungszeitraum, dividiert durch 360 (dabei ist die Anzahl der

30-day months, without regard to the date of the first day or last day of the Calculation Period unless in the case of an Interest Period ending on the Maturity Date and the Maturity Date being the last day of the month February in which case the month February shall not be considered to be lengthened to a 30-day month).**]**

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).**]**

[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).**]**

[Im Fall 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).**]**

[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 interest shall be calculated on the basis of the actual number of days in the period and a year of 365 days. In the case of regular semi-annual payments, interest is calculated on the basis of a 360 day year with twelve 30 day months.**]**

[Im Fall 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 Zinszahlungen), soll dies unter Zugrundelegung der tatsächlichen Anzahl Tage in diesem Zeitraum und einem Jahr mit 365 Tagen geschehen. Im Fall von vorgesehenen halbjährlichen Zahlungen, wird der Zinsbetrag aufgrund eines 360 Tage Jahres mit zwölf 30 Tage Monaten berechnet.**]**

§ 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 and surrender 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 or Renminbi insert:

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**

§ 4
ZAHLUNGEN

(1) (a) *Zahlungen von Kapital.* Zahlungen von 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 die 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 und Einreichung der Globalurkunde bei der bezeichneten Geschäftsstelle einer der Zahlstellen außerhalb der Vereinigten Staaten.

[Im Fall 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, einfügen:

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

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.**]**

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) *Discharge.* The Issuer shall be discharged by payment to, or to the order of, the Clearing System.

(3) *Erfüllung.* Die Emittentin wird durch Leistung der Zahlung an das Clearing System oder dessen Order von ihrer Zahlungspflicht befreit.

(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.

(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.

For these purposes, "**Payment Business Day**" means any day which is **[in the case of other relevant financial centres 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 case TARGET2 is applicable:** a day on which the Clearing System as well as all relevant

Für diese Zwecke bezeichnet "**Zahltag**" einen Tag, **[im Fall von anderen relevanten Finanzzentren, einfügen:** der ein Tag (außer einem Samstag oder Sonntag) ist, an dem Geschäftsbanken und Devisenmärkte Zahlungen in **[sämtliche relevanten Finanzzentren angeben]** abwickeln**] [**und**] [falls TARGET2 anwendbar:** der ein Tag (außer einem Samstag oder Sonntag) ist, an dem das Clearing

parts of the Trans-European Automated Real-time Gross Settlement Express Transfer System (TARGET2) ("**TARGET**") are operational to forward the relevant payment**]**.

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.**]**

[In case the Specified Currency is Renminbi, the following shall apply:

[Im Fall, dass die festgelegte Währung Renminbi ist, gilt das Folgende:

(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.

(5) *Zahlung des Gegenwerts in U.S.-Dollar*. Für den Fall, dass die Emittentin ungeachtet des Vorstehenden aufgrund von 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 Clearing Systems tätigen.

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.

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.

For these purposes

Zu diesem Zweck:

"**Calculation Agent**" means **[•]**;

ist die "**Berechnungsstelle**" die **[•]**;

"**Renminbi**" or "**CNY**" means the lawful currency of the PRC;

steht "**Renminbi**" oder "**CNY**" für die gesetzmäßige Währung der VRC;

"**Renminbi Dealer**" means an independent foreign exchange dealer of international repute active in the Renminbi exchange market in Hong Kong;

ist ein "**Renminbi-Händler**" ein unabhängiger, international renommierter, am Renminbi-Devisenmarkt in Hongkong tätiger Devisenhändler;

"**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;

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;

"**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;

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;

"**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;

ist eine "**Regierungsbehörde**" jede faktische bzw. laut Gesetz bestehende Regierungsstelle (oder öffentliche Institution oder eine Unterabteilung davon), jedes Gericht, Tribunal, jede Verwaltungs- oder 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;

"**Hong Kong**" means the Hong Kong Special Administrative Region of the PRC;

steht "**Hongkong**" für die Sonderverwaltungsregion Hongkong der VRC;

"**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;

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;

"**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*]**

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

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);

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);

"**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);

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);

"**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

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

"**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

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

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.

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.

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.**]**

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)**]** *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

[(5)**][**(6)**]** *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 die Emittentin das Wahlrecht hat, die Schuldverschreibungen aus anderen als steuerlichen Gründen vorzeitig zurückzuzahlen, einfügen:** den Wahl-Rückzahlungsbetrag (*Call*) der Schuldverschreibungen;**] [falls der Gläubiger ein Wahlrecht hat, die Schuldverschreibungen**

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 local court (*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 VWGoAF insert:** or the United States**] [in the case of Notes issued by VCCI insert:** or Canada**]** or any political subdivision or taxing authority thereof 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

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)**][**(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 Fall von Schuldverschreibungen, die von VIF, VCCI oder VWGoAF begeben werden, einfügen:** oder die Garantin**]**

[in the case of Notes issued by VIF, VCCI or VWGoAF 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, VCCI or VWGoAF 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.

als Folge einer Änderung oder Ergänzung der Steuer- oder Abgabengesetze und -vorschriften in Deutschland **[Im Fall von Schuldverschreibungen, die von VIF begeben werden, einfügen:** oder der Niederlande**] [Im Fall von Schuldverschreibungen, die von VWGoAF begeben werden, einfügen:** oder den Vereinigten Staaten**] [Im Fall von Schuldverschreibungen, die von VCCI begeben werden, einfügen:** oder Kanadas**]** 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 Fall von Schuldverschreibungen, die von VIF, VCCI oder VWGoAF begeben werden, einfügen:** oder der Garantin**]** zur Verfügung stehender Maßnahmen vermieden werden kann.

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, VCCI or VWGoAF 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.

Eine solche Kündigung darf allerdings nicht (i) früher als 90 Tage vor dem frühestmöglichen Termin erfolgen, an dem die Emittentin **[Im Fall von Schuldverschreibungen, die von VIF, VCCI oder VWGoAF 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.

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.

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

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)	Call Redemption Amount(s)
[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;

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 den Wahl-Rückzahlungsbetrag/beträgen (Call), wie nachstehend angegeben, nebst etwaigen bis zum Wahl-Rückzahlungstag (Call) (ausschließlich) aufgelaufenen Zinsen zurückzahlen. **[Bei Geltung eines 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) 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.

(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.**]]**

Falls der Gläubiger ein Wahlrecht hat, die Schuldverschreibungen vorzeitig zu kündigen, einfügen:

[[(3)**][**(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.

Put Redemption Date(s)	Put Redemption 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.**]**

(b) 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.**]**

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 Wertpapierkennnummer 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.**]**

[[(4)**][**(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 [and Calculation Agent**]**:

Citibank, N.A.
Citigroup Centre
Canary Wharf
London E14 5LB
United Kingdom

[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

[[(4)**][**(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**]** anfänglich bezeichnete**[**n**]** Geschäftsstelle**[**n**]** laute**[**t**][**n**]** wie folgt:

Fiscal Agent **[**und**][,]** Zahlstelle **[**und Berechnungsstelle**]**:

Citibank, N.A.
Citigroup Centre
Canary Wharf
London E14 5LB
Vereinigtes Königreich

[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 Fall von Schuldverschreibungen, die an einer Börse notiert sind, einfügen: [,] [**und**]** (ii) solange die Schuldverschreibungen an der

	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**]**.		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.
In the case of Notes denominated in CAD and settled in CDS insert:	The Issuer shall at all times maintain (i) so long as the Notes clear in CDS, a Paying Agent that is able to make payments to CDS in accordance with the rules and procedures of CDS, and (ii) if Definitive Notes are issued, a Paying Agent which may be the Fiscal Agent with a specified office in Toronto.	**Im Fall von Schuldverschreibungen die auf CAD lauten und von CDS gehalten werden, einfügen:**	Die Emittentin soll zu jeder Zeit (i) eine Zahlstelle, die in der Lage ist, Zahlungen an CDS gemäß der Vorschriften und Verfahren von CDS zu leisten, solange die Schuldverschreibungen in CDS gecleart werden, und (ii) wenn Einzelurkunden begeben werden, eine Zahlstelle, die der Fiscal Agent mit einer bezeichneten Geschäftsstelle in Toronto sein kann, behalten.
In the case of Notes other than CAD Notes settled in	For the 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,	**Im Fall von Schuldverschreibungen, die keine CAD Schuldver**	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

CDS insert:

American Samoa, Wake Island and Northern Mariana Islands).

schreibungen sind, die von CDS gehalten werden, einfügen:

Samoa, Wake Island und 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.

(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
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**] [in the case of Notes issued by VWGoAF insert:** the United States or**] [in the case of Notes issued by VCCI insert:** Canada or the United States or**]** Germany or any political subdivision or any authority thereof or therein having power to tax unless such withholding or deduction is required by law. If the Issuer is required by law to make any such withholding or deduction 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:

§ 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 Fall von Schuldverschreibungen, die von VIF begeben werden, einfügen:** den Niederlanden oder**] [Im Fall von Schuldverschreibungen, die von VWGoAF begeben werden, einfügen:** den Vereinigten Staaten oder**] [Im Fall von Schuldverschreibungen, die von VCCI begeben werden, einfügen:** Kanada oder die Vereinigten Staaten oder**]** Deutschland oder für deren Rechnung oder von oder für Rechnung einer politischen Untergliederung oder Steuerbehörde von oder in **[Im Fall von Schuldverschreibungen, die von VIF begeben werden, einfügen:** den Niederlanden oder**] [Im Fall von Schuldverschreibungen, die von VWGoAF begeben werden, einfügen:** den Vereinigten Staaten oder**] [Im Fall von Schuldverschreibungen, die von VCCI begeben werden, einfügen:** Kanada oder die Vereinigten Staaten oder**]** Deutschland auferlegt oder erhoben werden, es sei denn, ein solcher Einbehalt oder Abzug ist gesetzlich vorgeschrieben. Wenn die Emittentin gesetzlich dazu verpflichtet ist einen solchen Einbehalt oder Abzug vorzunehmen, 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) 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

(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) 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 VWGoAF insert:** the United States or**] [in the case of Notes issued by VCCI insert:** Canada 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 VWGoAF insert:** the United States or**] [in the case of Notes issued by VCCI insert:** Canada or the United States or**]** Germany; or

(b) wegen einer gegenwärtigen oder früheren persönlichen oder geschäftlichen Beziehung des Gläubigers zu **[Im Fall von Schuldverschreibungen, die von VIF begeben werden, einfügen:** den Niederlanden oder**] [Im Fall von Schuldverschreibungen, die von VWGoAF begeben werden, einfügen:** den Vereinigten Staaten oder**] [Im Fall von Schuldverschreibungen, die von VCCI begeben werden, einfügen:** Kanada oder die Vereinigten Staaten oder**]** Deutschland zu zahlen sind, und nicht allein deshalb, weil Zahlungen auf die Schuldverschreibungen aus Quellen in **[Im Fall von Schuldverschreibungen, die von VIF begeben werden, einfügen:** den Niederlanden oder**] [Im Fall von Schuldverschreibungen, die von VWGoAF begeben werden, einfügen:** den Vereinigten Staaten oder**] [Im Fall von Schuldverschreibungen, die von VCCI begeben werden, einfügen:** Kanada oder die Vereinigten Staaten oder**]** Deutschland stammen (oder für Zwecke der Besteuerung so behandelt werden) oder dort besichert sind; oder

(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 VWGoAF insert:** the United States or] [**in the case of Notes issued by VCCI insert:** Canada or the United States 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 December 23, 2005, as amended by the law of July 17, 2008, with respect to Luxembourg resident individuals; or (v) sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as amended (the "**Code**"), and any current or future U.S. Treasury regulations issued thereunder or official interpretations thereof or agreement thereunder or, any agreement entered into pursuant to Section 1471(b) of the Code, any applicable intergovernmental agreements entered into in connection with the implementation of the foregoing and any fiscal or regulatory legislation, rules or official practices adopted pursuant to such intergovernmental agreements ("**FATCA**"); or

(c) aufgrund (i) einer Richtlinie oder Verordnung der Europäischen Union betreffend die Besteuerung von Zinserträgen, welche an eine natürliche Person oder an bestimmte juristische Personen, die als sonstige Einrichtungen (residual entities) bezeichnet werden ausgeschüttet werden oder (ii) einer zwischenstaatlichen Vereinbarung über deren Besteuerung, an der **[Im Fall von Schuldverschreibungen, die von VIF begeben werden, einfügen:** die Niederlande oder**] [Im Fall von Schuldverschreibungen, die von VWGoAF begeben werden, einfügen:** die Vereinigten Staaten oder**] [Im Fall von Schuldverschreibungen, die von VCCI begeben werden, einfügen:** Kanada oder die Vereinigten Staaten 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 (der "**Code**"), in seiner jeweils gültigen Fassung, und gegenwärtiger oder zukünftiger Regelungen oder seiner offiziellen Auslegungen oder von Verträgen gemäß Abschnitt 1471(b) des Codes, zwischenstaatlichen Verträgen, die im Zusammenhang mit der Umsetzung des vorstehenden geschlossen wurden und steuer- oder aufsichtsrechtliche Gesetze, Regelungen oder Verwaltungspraxis im Hinblick hierauf ("**FATCA**"); oder

(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

(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,

published in accordance with § **[**12**][**13**]**, whichever occurs later; or

ordnungsgemäßer Bereitstellung aller fälligen Beträge und einer diesbezüglichen Bekanntmachung gemäß § **[**12**][**13**]** wirksam wird; oder

(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[; or][.]

(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][.]

In the case of Notes issued by VCCI insert:

[(f) are payable to the extent that such taxes would not have been imposed but for a Holder or a holder of a talon, receipt or coupon in respect of a Note: (i) not dealing at arm's length (within the meaning of the *Income Tax Act* (Canada)), with the Issuer or Guarantor, or (ii) the Holder of the Note or the holder of the talon, receipt or coupon in respect of the Note being, or not dealing at arm's length (within the meaning of the *Income Tax Act* (Canada)) with, at any time a "specified shareholder" of the Issuer as defined in subsection (18)(5) of the *Income Tax Act* (Canada); or]

Im Fall von Schuldverschreibungen, die von VCCI begeben werden, einfügen:

[(f) in dem Umfang zu zahlen sind, in dem solche Steuern nicht erhoben worden wären, wenn nicht ein Gläubiger oder ein Inhaber eines Talons, Rückzahlungsscheins oder Zinsscheins in Bezug auf die Schuldverschreibungen: (i) keine gleichberechtigten Geschäfte (*dealing at arm's length*) im Sinne des Kanadischen Einkommenssteuergesetzes (*Income Tax Act (Canada)*) mit der Emittentin oder Garantin tätigt, oder (ii) der Gläubiger der Schuldverschreibung oder der Inhaber des Talons, Rückzahlungsscheins oder Zinsscheins in Bezug auf die Schuldverschreibungen, der jederzeit ein "designierter Aktionär" der Emittentin, wie in Absatz (18)(5) des Kanadischen Einkommenssteuergesetzes (*Income Tax Act (Canada)*) definiert ist oder keine gleichberechtigten Geschäfte (*dealing at arm's length*) im Sinne des Kanadischen Einkommenssteuergesetzes (*Income Tax Act (Canada)*) mit designierten Anteilseignern tätigt; oder]

In the case of Notes issued by VWGoAF 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 (v) a passive investment company with respect to the United States; a foreign corporation which accumulates earnings to avoid United States Federal income tax; (w) a controlled foreign corporation

Im Fall von Schuldverschreibungen, die von VWGoAF begeben werden einfügen:

[(f) von den Vereinigten Staaten aufgrund der Tatsache erhoben werden, dass ein Gläubiger oder wirtschaftlich Berechtigter (i) nicht in der Lage war, eine vollständige Befreiung 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

	with respect to the United States that is related to the Issuer through stock ownership; (x) a private foundation or other tax-exempt organisation with respect to the United States; (y) 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; or (z) a bank receiving interest described in Section 881(c)(3)(A) of the Internal Revenue Code.]		auf die Vereinigten Staaten, also eines 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.]
In the case of Notes issued by VIF insert:	[(f) are payable by reason of the Dutch Withholding Tax Act 2021 (*Wet bronbelasting 2021*).]	**Im Fall von Schuld-verschreibungen, die von VIF begeben werden einfügen:**	[(f) aufgrund des Niederländischen Quellensteuergesetzes 2021 (*Wet bronbelasting 2021*) zahlbar sind.]
	§ 8 **PRESENTATION PERIOD**		**§ 8** **VORLEGUNGSFRIST**
	The presentation period provided in § 801 paragraph 1, sentence 1 *BGB* (German Civil Code) is reduced to ten years for the Notes.		Die in § 801 Absatz 1 Satz 1 BGB bestimmte Vorlegungsfrist wird für die Schuldverschreibungen auf zehn Jahre verkürzt.
	§ 9 **EVENTS OF DEFAULT**		**§ 9** **KÜNDIGUNG**
	(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:		(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) the Issuer fails to pay principal or interest within 30 days from the relevant due date, or

(a) die Emittentin Kapital oder Zinsen nicht innerhalb von 30 Tagen nach dem betreffenden Fälligkeitstag zahlt; oder

(b) the Issuer fails duly to perform any other obligation arising from the Notes **[in the case of Notes issued by VIF, VCCI or VWGoAF 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

(b) die Emittentin die ordnungsgemäße Erfüllung irgendeiner anderen Verpflichtung aus den Schuldverschreibungen **[falls die Schuldverschreibungen von VIF, VCCI oder VWGoAF 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) the Issuer **[in the case of Notes issued by VIF, VCCI or VWGoAF insert:** or the Guarantor**]** announces its inability to meet its financial obligations or ceases its payments, or

(c) die Emittentin **[falls die Schuldverschreibungen von VIF, VCCI oder VWGoAF begeben werden, einfügen:** oder die Garantin**]** ihre Zahlungsunfähigkeit bekannt gibt; oder

(d) a court opens bankruptcy or other insolvency proceedings against the Issuer **[in the case of Notes issued by VIF, VCCI or VWGoAF 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, VCCI or VWGoAF 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

(d) ein Gericht ein Konkurs- oder anderes Insolvenzverfahren gegen die Emittentin **[falls die Schuldverschreibungen von VIF, VCCI oder VWGoAF 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, VCCI oder VWGoAF 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) the Issuer **[in the case of Notes issued by VIF, VCCI or VWGoAF 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, VCCI or VWGoAF insert:** or the Guarantor, as the case may be,**]** in connection with this issue[, or][.]

(e) die Emittentin **[falls die Schuldverschreibungen von VIF, VCCI oder VWGoAF 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, VCCI oder VWGoAF begeben werden, einfügen:** oder die Garantin**]** im Zusammenhang mit diesen Schuldverschreibungen eingegangen ist[; oder][.]

In the case of Notes issued by VIF, VCCI or VWGoAF insert, if applicable:

[(f) the Guarantee ceases, for whatever reason, to be in full force and effect.]

Im Fall von Schuldverschreibungen, die von VIF, VCCI und VWGoAF begeben werden einfügen, wenn anwendbar:

[(f) die Garantie, gleich aus welchem Grund, nicht mehr in vollem Umfang rechtswirksam ist.]

The right to declare Notes due shall terminate if the situation giving rise to it has been cured before the right is exercised.

Das Kündigungsrecht erlischt, falls der Kündigungsgrund vor Ausübung des Rechts geheilt wurde.

(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)**][**(f)**]** 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.

(2) *Quorum.* Im Fall 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)**][**(f)**]** 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) *Notice.* Any notice, including any notice declaring Notes due, in accordance with subparagraph (1) above shall be made by means of a declaration in the German or English

(3) *Benachrichtigung.* Eine Benachrichtigung, einschließlich einer Kündigung der Schuldverschreibungen gemäß vorstehendem Absatz (1) ist in

language delivered in text form 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.

deutscher oder englischer Sprache gegenüber dem Fiscal Agent zu erklären und in Textform 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
SUBSTITUTION

[§ 10
ERSETZUNG

In the case of Notes issued by VWAG, VIF and VCCI 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 or VCCI 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:

Im Fall von Schuld-verschreibungen, die von VWAG, VIF und VCCI 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 oder VCCI 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) the Substitute Debtor assumes all obligations of the Issuer arising from or in connection with the Notes;

(a) die Nachfolgeschuldnerin alle Verpflichtungen der Emittentin aus oder im Zusammenhang mit diesen Schuldverschreibungen übernimmt;

(b) the Substitute Debtor is in a position to fulfil all payment obligations arising from or in connection with the Notes in the Specified Currency without the necessity of any taxes or duties being withheld at source levied by the country or jurisdiction in which the Substitute Debtor is domiciled and to transfer all amounts which are required to be

(b) die Nachfolgeschuldnerin in der Lage ist, sämtliche sich aus oder im Zusammenhang mit diesen Schuldverschreibungen in der festgelegten Währung ergebenen Zahlungsverpflichtungen ohne die Notwendigkeit eines Einbehalts von irgendwelchen Steuern oder Abgaben an der Quelle zu erfüllen, erhoben in dem Land oder der Jurisdiktion, wo die Nachfolgeschuldnerin ihren Sitz hat, sowie die

paid under the Notes to the Fiscal Agent without any restrictions;

(c) the Substitute Debtor undertakes to reimburse any Holder for such taxes, fees or duties which may be imposed upon such Holder as a consequence of assumption of the obligations of the Issuer by the Substitute Debtor in accordance with this § 10;

(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) Volkswagen Group of America Finance, LLC **[in the case of CAD Notes settled in CDS insert:** or 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

erforderlichen Beträge, welche unter den Schuldverschreibungen gezahlt werden sollen, ohne Beschränkungen an den Fiscal Agent übertragen können;

(c) die Nachfolgeschuldnerin sich verpflichtet in Übereinstimmung mit diesem § 10, jedem Gläubiger alle Steuern, Gebühren oder Abgaben zu erstatten, die dem Gläubiger in Folge der Ersetzung durch die Nachfolgeschuldnerin auferlegt werden;

(d) sichergestellt ist, dass sich die Verpflichtungen der **[Im Fall von Schuldverschreibungen, die von VWAG begeben werden, einfügen:** Emittentin**] [falls die Schuldverschreibungen von VIF oder VCCI 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 Volkswagen Group of America Finance, LLC **[im Fall von CAD Schuldverschreibungen, die von CDS gehalten werden, einfügen:** oder 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

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:

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:

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);

Im Fall 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(1)(c) to (e) 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.**]**

(b) in § 9 Absatz (1)(c) bis (e) gilt eine alternative Bezugnahme auf die Emittentin in ihrer Eigenschaft als Garantin als aufgenommen (zusätzlich zu der Bezugnahme auf die Nachfolgeschuldnerin).**]**

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.**]**

Im Fall von Schuldverschreibungen, die von VIF 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 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.**]]**

Im Fall von Schuldverschreibungen, die von VCCI begeben werden, einfügen:

[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).**]]**

§ [10] [11] FURTHER ISSUES, PURCHASES AND CANCELLATION

(1) *Further Issues.* The Issuer may from time to time, without the consent of the Holders, issue further Notes

§ [10][11] BEGEBUNG WEITERER SCHULDVERSCHREIBUNGEN, ANKAUF UND ENTWERTUNG

(1) *Begebung weiterer Schuldverschreibungen.* Die Emittentin ist berechtigt, jederzeit

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.

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) *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.

(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) *Cancellation.* All Notes redeemed in full shall be cancelled forthwith and may not be reissued or resold.

(3) *Entwertung.* Sämtliche vollständig zurückgezahlten Schuldverschreibungen sind unverzüglich zu entwerten und können nicht wiederbegeben oder wiederverkauft werden.

§ [11] [12]

AMENDMENT OF THE TERMS AND CONDITIONS, HOLDERS' REPRESENTATIVE[, AMENDMENT OF THE GUARANTEE]

§ [11] [12]
ÄNDERUNG DER ANLEIHEBEDINGUNGEN, GEMEINSAMER VERTRETER [, ÄNDERUNG DER GARANTIE]

(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 a majority resolution pursuant to sections 5 et seqq. SchVG. In particular, the Holders may consent to amendments which materially change the substance of the Terms and Conditions, including such measures as provided for under section 5 paragraph 3 of the SchVG by resolutions passed by such majority of the votes of the Holders as stated in subparagraph (2) below. Majority resolutions shall be binding on all Holders. Holders' Resolutions which do not provide for identical conditions for all Holders are void,

(1) *Änderung der Anleihebedingungen*. Die Gläubiger können entsprechend den Bestimmungen des Gesetzes über Schuldverschreibungen aus Gesamtemissionen (Schuldverschreibungsgesetz – "**SchVG**") durch einen Mehrheitsbeschluss gemäß §§ 5 ff. SchVG über einen im SchVG zugelassenen Gegenstand eine Änderung der Anleihebedingungen mit der Emittentin vereinbaren. Die Gläubiger können insbesondere einer Änderung wesentlicher Inhalte der Emissionsbedingungen, einschließlich der in § 5 Absatz 3 SchVG vorgesehenen Maßnahmen durch Beschlüsse mit den in dem nachstehenden Absatz (2) genannten Mehrheiten zustimmen. Die Mehrheitsbeschlüsse der Gläubiger sind für alle Gläubiger gleichermaßen verbindlich. Ein Mehrheitsbeschluss der Gläubiger, der nicht gleiche

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 section 5(3), Nos. 1 to 9 of the SchVG require a simple majority of the votes cast.

(3) *Passing of resolutions.* The Holders can pass resolutions in a meeting (*Gläubigerversammlung*) in accordance with section 5 et seqq. of the SchVG or by means of a vote without a meeting (*Abstimmung ohne Versammlung*) in accordance with section 18 and section 5 et seqq. of the SchVG.

(4) *Meeting*. If resolutions of the Holders shall be made by means of a meeting the convening notice (*Einberufung*) will provide for further details relating to the resolutions and the voting procedure. The subject matter of the vote as well as the proposed resolutions shall be notified to the Holders together with the convening notice. **[In the case of Notes not denominated in CAD and settled in CDS insert:** Attendance at the meeting and exercise of voting rights is subject to the Holders' registration. The registration must be received at the address stated in the convening notice no later than the third day preceding the meeting. As part of the registration, Holders must demonstrate their eligibility to participate in the vote by means of a special confirmation of the Custodian in accordance with §[13][14][(3)][(4)] hereof in text form and by submission of a blocking instruction by the Custodian stating that the relevant Notes are not transferable from and including the day such registration has been sent until and including the stated end of the meeting.**] [In the case of Notes denominated in CAD and settled in CDS insert:** As long as the Permanent Global Note is kept in custody by or on behalf of the Clearing

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. 9 des SchVG betreffen, bedürfen zu ihrer Wirksamkeit einer einfachen Mehrheit der an der Abstimmung teilnehmenden Stimmrechte.

(3) *Beschlussfassung*. Die Gläubiger können Beschlüsse in einer Gläubigerversammlung gemäß §§ 5 ff. SchVG oder im Wege einer Abstimmung ohne Versammlung gemäß § 18 und § 5 ff. SchVG fassen

(4) *Gläubigerversammlung*. Falls Beschlüsse der Gläubiger in einer Gläubigerversammlung gefasst werden, enthält die Bekanntmachung der Einberufung nähere Angaben zu den Beschlüssen und zu den Abstimmungsmodalitäten. Die Gegenstände und Vorschläge zur Beschlussfassung werden den Gläubigern mit der Bekanntmachung der Einberufung bekannt gemacht. **[Im Fall von Schuldverschreibungen die nicht auf CAD lauten und von CDS gehalten werden, einfügen:** Die Teilnahme an der Gläubigerversammlung und die Ausübung der Stimmrechte ist von einer vorherigen Anmeldung der Gläubiger abhängig. Die Anmeldung muss unter der in der Bekanntmachung der Einberufung mitgeteilten Adresse spätestens am dritten Tag vor der Gläubigerversammlung zugehen. Mit der Anmeldung müssen die Gläubiger ihre Berechtigung zur Teilnahme an der Abstimmung durch einen in Textform erstellten besonderen Nachweis der Depotbank gemäß §[13][14] Absatz [(3)][(4)] und durch Vorlage eines Sperrvermerks der Depotbank, aus dem hervorgeht, dass die betreffenden Schuldverschreibungen ab dem Tag der Absendung der Anmeldung (einschließlich) bis zum angegebenen

System, a Holder's eligibility to participate in the vote should be determined in accordance with the rules and procedures of the Clearing System.**]**

Ende der Gläubigerversammlung (einschließlich) nicht übertragbar sind, nachweisen.**] [Im Fall von Schuldverschreibungen die auf CAD lauten und von CDS gehalten werden, einfügen:** Solange die Dauerglobalurkunde von dem oder für das Clearing System verwahrt werden, sollte die Teilnahmeberechtigung eines Gläubigers an der Abstimmung in Übereinstimmung mit den Vorschriften und Verfahren des Clearing Systems ermittelt werden.**]**

(5) *Vote without a meeting*. If resolutions of the Holders shall be made by means of a vote without a meeting the request for voting (*Aufforderung zur Stimmabgabe*) will provide for further details relating to the resolutions and the voting procedure. The subject matter of the vote as well as the proposed resolutions shall be notified to the Holders together with the request for voting. **[In the case of Notes not denominated in CAD and settled in CDS insert:** The exercise of voting rights is subject to the Holders' registration. The registration must be received at the address stated in the request for voting no later than the third day preceding the beginning of the voting period. As part of the registration, Holders must demonstrate their eligibility to participate in the vote by means of a special confirmation of the Custodian in accordance with §[13][14][(3)][(4)] hereof in text form and by submission of a blocking instruction by the Custodian stating that the relevant Notes are not transferable from and including the day such registration has been sent until and including the day the voting period ends.**] [In the case of Notes denominated in CAD and settled in CDS insert:** As long as the Permanent Global Note is kept in custody by or on behalf of the Clearing System, a Holder's eligibility to participate in the vote should be determined in accordance with the rules and procedures of the Clearing System.**]**

(5) *Abstimmung ohne Versammlung.* Falls Beschlüsse der Gläubiger im Wege einer Abstimmung ohne Versammlung gefasst werden, enthält die Aufforderung zur Stimmabgabe nähere Angaben zu den Beschlüssen und zu den Abstimmungsmodalitäten. Die Gegenstände und Vorschläge zur Beschlussfassung werden den Gläubigern mit der Aufforderung zur Stimmabgabe bekannt gemacht. **[Im Fall von Schuldverschreibungen die nicht auf CAD lauten und von CDS gehalten werden, einfügen:** Die Ausübung der Stimmrechte ist von einer vorherigen Anmeldung der Gläubiger abhängig. Die Anmeldung muss unter der in der Aufforderung zur Stimmabgabe mitgeteilten Adresse spätestens am dritten Tag vor Beginn des Abstimmungszeitraums zugehen. Mit der Anmeldung müssen die Gläubiger ihre Berechtigung zur Teilnahme an der Abstimmung durch einen in Textform erstellten besonderen Nachweis der Depotbank gemäß §[13][14] Absatz [(3)][(4)] und durch Vorlage eines Sperrvermerks der Depotbank, aus dem hervorgeht, dass die betreffenden Schuldverschreibungen ab dem Tag der Absendung der Anmeldung (einschließlich) bis zum letzten Tag des Abstimmungszeitraums (einschließlich) nicht übertragbar sind, nachweisen.**] [Im Fall von Schuldverschreibungen die auf CAD lauten und von CDS gehalten werden, einfügen:** Solange die Dauerglobalurkunde von dem oder für das Clearing System verwahrt werden, sollte die Teilnahmeberechtigung eines Gläubigers an der Abstimmung in Übereinstimmung mit den Vorschriften und Verfahren des Clearing Systems ermittelt werden.**]**

(6) *Second meeting*. If it is ascertained that no quorum exists for the meeting pursuant to § [11][12](4) or the vote without a meeting pursuant to § [11][12](5), in case of a meeting the chairman (*Vorsitzender*) may convene a second meeting in accordance with section 15 paragraph 3 sentence 2 of the SchVG or in case of a vote without a meeting the scrutineer (*Abstimmungsleiter*) may convene a second meeting within the meaning of section 15 paragraph 3 sentence 3 of the SchVG. **[In the case of Notes not denominated in CAD and settled in CDS insert:** Attendance at the second meeting and exercise of voting rights is subject to the Holders' registration. The registration must be received at the address stated in the convening notice no later than the third day preceding the second meeting. As part of the registration, Holders must demonstrate their eligibility to participate in the vote by means of a special confirmation of the Custodian in accordance with §[13][14][(3)][(4)] hereof in text form and by submission of a blocking instruction by the Custodian stating that the relevant Notes are not transferable from and including the day such registration has been sent until and including the stated end of the meeting.**] [In the case of Notes denominated in CAD and settled in CDS insert:** As long as the Permanent Global Note is kept in custody by or on behalf of the Clearing System, a Holder's eligibility to participate in the vote should be determined in accordance with the rules and procedures of the Clearing System.**]**

(6) *Zweite Versammlung*. Wird für die Gläubigerversammlung gemäß § [11][12] Absatz (4) oder die Abstimmung ohne Versammlung gemäß § [11][12] Absatz (5) die mangelnde Beschlussfähigkeit festgestellt, kann - im Fall der Gläubigerversammlung - der Vorsitzende eine zweite Versammlung im Sinne von § 15 Absatz 3 Satz 2 SchVG und - im Fall der Abstimmung ohne Versammlung - der Abstimmungsleiter eine zweite Versammlung im Sinne von § 15 Absatz 3 Satz 3 SchVG einberufen. **[Im Fall von Schuldverschreibungen die nicht auf CAD lauten und von CDS gehalten werden, einfügen:** Die Teilnahme an der zweiten Versammlung und die Ausübung der Stimmrechte sind von einer vorherigen Anmeldung der Gläubiger abhängig. Die Anmeldung muss unter der in der Bekanntmachung der Einberufung mitgeteilten Adresse spätestens am dritten Tag vor der zweiten Versammlung zugehen. Mit der Anmeldung müssen die Gläubiger ihre Berechtigung zur Teilnahme an der Abstimmung durch einen in Textform erstellten besonderen Nachweis der Depotbank gemäß §[13][14] Absatz [(3)][(4)] und durch Vorlage eines Sperrvermerks der Depotbank, aus dem hervorgeht, dass die betreffenden Schuldverschreibungen ab dem Tag der Absendung der Anmeldung (einschließlich) bis zum angegebenen Ende der Gläubigerversammlung (einschließlich) nicht übertragbar sind, nachweisen.**] [Im Fall von Schuldverschreibungen die auf CAD lauten und von CDS gehalten werden, einfügen:** Solange die Dauerglobalurkunde von dem oder für das Clearing System verwahrt werden, sollte die Teilnahmeberechtigung eines Gläubigers an der Abstimmung in Übereinstimmung mit den Vorschriften und Verfahren des Clearing Systems ermittelt werden.**]**

If no Holders' Representative is designated in the Conditions, insert:	(7) *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.	**Falls kein gemeinsamer Vertreter in den Bedingungen bestellt wird, einfügen:**	(7) *Gemeinsamer Vertreter*. Die Gläubiger können durch Mehrheitsbeschluss zur Wahrnehmung ihrer Rechte einen gemeinsamen Vertreter für alle Gläubiger bestellen.
If the Holders' Representative is appointed in the Conditions, insert:	(7) *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**.**	**Im Fall der Bestellung des gemeinsamen Vertreters in den Bedingungen, einfügen:**	(7) *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.
	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.		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.
	(8) *Publication*. Any notices concerning this § [11][12] shall be made exclusively pursuant to the provisions of the SchVG.		(8) *Veröffentlichung*. Bekanntmachungen die diesen § [11][12] betreffen, erfolgen ausschließlich gemäß den Bestimmungen des SchVG.
In the case of Notes issued by VIF, VCCI or VWGoAF insert:	(9) *Amendment of the Guarantee*. The provisions set out above applicable to the Notes shall apply *mutatis mutandis* to the Guarantee of Volkswagen Aktiengesellschaft or any other guarantee provided in relation to the Notes.	**Im Fall von Schuldverschreibungen, die von VIF, VCCI oder VWGoAF begeben werden, einfügen:**	(9) *Änderung der Garantie*. Die oben aufgeführten auf die Schuldverschreibungen anwendbaren Bestimmungen finden sinngemäß auf die Garantie der Volkswagen Aktiengesellschaft sowie jede andere in Bezug auf die Schuldverschreibungen abgegebene Garantie Anwendung.

	§ [12][13] NOTICES		§ [12][13] MITTEILUNGEN
In the case of Notes issued by VWAG insert:	**[**(1) *Publication.* 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.**]**	**Im Fall von Schuld-verschrei-bungen, die von VWAG begeben werden, einfügen:**	**[**(1) *Bekanntmachung*. 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.**]**
In the case of Notes issued by VIF, VCCI or VWGoAF insert:	(1) *Publication.* **[In the case of Notes which are listed on a 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 denominated in CAD and settled in CDS:** Should Definitive Notes ever be issued, the Issuer shall publish all notices concerning the notes in a national Newspaper in Canada (expected to be the Globe and Mail). Any such notice shall be deemed to have been given on the date of the first publication or, if published more than once or on different dates, on the first date on which such publication is made.**]**	**Falls die Schuld-verschrei-bungen von VIF, VCCI oder VWGoAF begeben werden, einfügen:**	(1) *Bekanntmachung.* **[Im Fall von Schuldverschreibungen die an einer Börse notiert sind, einfügen:** 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 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.**] [Im Fall von Schuldverschreibungen die auf CAD lauten und von CDS gehalten werden, einfügen:** Sollten Einzelurkunden jemals begeben werden, dann soll die Emittentin alle Mitteilungen bezüglich der Schuldverschreibungen in einer nationalen Zeitung in Kanada (voraussichtlich die *Globe and Mail*) veröffentlichen. Jede einer solchen Mitteilung gilt am Tag der ersten Bekanntmachung oder, wenn sie öfter als einmal oder an verschiedenen Tagen veröffentlich wurde, am ersten

[(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.

(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 the district court (*Landgericht*) in Frankfurt am

Tag an dem diese Bekanntmachung geschah, als 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.

(2) *Gerichtsstand.* Nicht ausschließlich zuständig für sämtliche im Zusammenhang mit den Schuldverschreibungen entstehenden Klagen oder sonstige Verfahren ("**Rechtsstreitigkeiten**") ist das

	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.		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.
In the case of Notes issued by VIF, VCCI or VWGoAF 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 district court (*Landgericht*) in Frankfurt am Main shall have exclusive jurisdiction for all judgments over contested resolutions by Holders in accordance with section 20 para. 3 of the SchVG.**]**	**Im Fall von Schuld-verschrei-bungen, die von VIF, VCCI oder VWGoAF begeben werden, einfügen:**	**[**Das Amtsgericht Frankfurt am Main ist gemäß § 9 Absatz 3 SchVG zuständig für alle Verfahren nach §§ 9 Absatz 2, 13 Absatz 3 und 18 Absatz 2 SchVG und das Landgericht Frankfurt am Main ist gemäß § 20 Absatz 3 SchVG ausschließlich zuständig für Klagen im Zusammenhang mit der Anfechtung von Beschlüssen der Gläubiger.**]**
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 Holders in accordance with section 20 para. 3 of the SchVG.**]**	**Im Fall von Schuld-verschrei-bungen, die von VWAG begeben werden, einfügen:**	**[**Das Amtsgericht Wolfsburg ist gemäß § 9 Absatz 3 SchVG zuständig für alle Verfahren nach §§ 9 Absatz 2, 13 Absatz 3 und 18 Absatz 2 SchVG und das Landgericht Braunschweig ist gemäß § 20 Absatz 3 SchVG ausschließlich zuständig für Klagen im Zusammenhang mit der Anfechtung von Beschlüssen der Gläubiger.**]**
In the case of Notes issued by VIF, VCCI or VWGoAF 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.**]**	**Im Fall von Schuld-verschrei-bungen, die von VIF, VCCI oder VWGoAF begeben werden, einfügen:**	**[**(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.**]**
	[(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)		**[**(3)**][**(4)**]** *Gerichtliche Geltendmachung.* Jeder Gläubiger von 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 diesen Schuldverschreibungen im eigenen Namen auf der folgenden Grundlage zu schützen oder geltend zu machen: (i) er bringt eine

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.

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 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 ist, 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] LANGUAGE

If the Conditions shall be in the German language with an English language translation 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.**]**

§ [14][15] SPRACHE

Falls die Emissionsbedingungen in deutscher Sprache mit einer Übersetzung in die englische 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.**]**

If the Conditions shall be in the English language with a German language translation insert:	**[**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.**]**	**Falls die Emissionsbedingungen in englischer Sprache mit einer Übersetzung in die deutsche Sprache abgefasst sind, einfügen:**	**[**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.**]**
If the Conditions shall be in the English language only insert:	**[**These Conditions are written in the English language only.**]**	**Falls die Emissionsbedingungen ausschließlich in deutscher Sprache abgefasst sind, einfügen:**	**[**Diese Emissionsbedingungen sind ausschließlich in deutscher Sprache abgefasst.**]**

OPTION II – Terms and Conditions for Notes with floating interest rates

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:

[(2) *Form.* The Notes are in bearer form and represented by one or more global notes (each a "**Global Note**").**]**

In case of Notes denominated in CAD and settled in CDS insert:

[(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**").

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

OPTION II – Emissionsbedingungen für Inhaberschuldverschreibungen mit variabler Verzinsung

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 Fall von Schuldverschreibungen, 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 Fall 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**").

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

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 (The Toronto-Dominion Bank, Canada)) 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 (the "**Definitive Notes**") 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.

In the event that any Definitive Notes are required to be issued in exchange for interests in the Permanent Global Note, the Issuer shall determine their

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 (The Toronto-Dominion Bank, Canada)) 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, verkörperte Einzelurkunden (die "**Einzelurkunden**") 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 Clearing System innerhalb von 90 Tagen nach Kenntniserlangung der Emittentin vom Verlust der oben benannten Eigenschaft seitens der CDS benannt wird.

Für den Fall, dass die Ausgabe von Einzelurkunden im Austausch für Anteile an der Dauerglobalurkunde notwendig ist, soll die Emittentin ihre

	form as well as any necessary technical changes required to these Terms and Conditions.		Form sowie erforderliche technische Änderungen dieser Emissionsbedingungen festlegen.
	Direct Rights		*Unmittelbare Rechte*
	Direct rights can only be exercised in accordance with the Terms and Conditions and the procedures of CDS.		Unmittelbare Rechte können nur in Übereinstimmung mit den Emissionsbedingungen und den Verfahren von CDS ausgeübt werden.
In the case of Notes which are issued by VWGoAF insert:	**[**(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.	**Im Fall von Schuld-verschreibungen, die von VWGoAF 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.
	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.		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 Erfassungssystem (*book-entry agreement*) getroffen oder eine anderweitige Dematerialisierung von Schuldverschreibungen unter dem U.S. Steuerrecht wurde adressiert.
	Payment of interest on these Notes issued by VWGoAF 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).**]**		Zinszahlungen erfolgen auf diese von der VWGoAF 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).**]**

In the case of Notes which are not issued by VWGoAF and represented by a Permanent Global Note insert:

[(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.**]**

Im Fall von Schuldverschreibungen, die nicht von VWGoAF begeben werden und die durch eine Dauerglobalurkunde verbrieft sind, einfügen:

[(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.**]**

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.

(b) The Temporary Global Note shall be exchanged for the 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

Im Fall 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 gegen Schuldverschreibungen 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 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 nur nach Vorlage von Bescheinigungen erfolgen, wonach der oder die

	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)).**]**		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 eine 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 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.**]**
In the case of Notes not denominated in Renminbi insert:	(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 ("**CBF**")**] [**Clearstream Banking S.A. ("**CBL**")**] [**Euroclear Bank SA/NV ("**Euroclear**")**] [**(CBL and Euroclear each an "**ICSD**" and together the "**ICSDs**")**] [,] [**and**] [specify other Clearing System]** and any successor in such capacity.	**Im Fall von Schuldverschreibungen die nicht auf Renminbi lauten, einfügen:**	(4) *Clearing System.* Die Globalurkunde, die die Schuldverschreibungen verbrieft, wird von einem oder für ein Clearing System verwahrt. "**Clearing System**" bezeichnet **[bei mehr als einem Clearing System einfügen:** jeweils**]** folgendes: **[**Clearstream Banking AG ("**CBF**")**] [**Clearstream Banking S.A. ("**CBL**")**] [**Euroclear Bank SA/NV ("**Euroclear**")**] [**(CBL und Euroclear jeweils ein "**ICSD**" und zusammen die "**ICSDs**")**] [,] [**und**] [anderes Clearing System angeben]** sowie jeder Funktionsnachfolger.
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.**]**	**Im Fall von Schuld-verschrei-bungen, 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.**]**

[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.**]**

[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) *Holder of Notes.* "**Holder**" means any holder of a proportionate co-ownership or other beneficial interest or right in the Notes **[in the case of CAD Notes settled in CDS insert:**, subject to §1(2)**]**.

(5) *Gläubiger von Schuldverschreibungen.* "**Gläubiger**" bezeichnet jeden Inhaber eines Miteigentumsanteils oder anderen vergleichbaren Rechts an den Schuldverschreibungen **[im Fall von CAD Schuldverschreibungen, die von CDS gehalten werden, einfügen:**, vorbehaltlich §1(2)**]**.

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.

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 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.

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.**]**

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.**]**
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.**]**	**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.**]**
In the case of Notes kept in custody by CBF insert:	**[**(7) *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.**]**	**Im Fall von Schuldverschreibungen, die von CBF verwahrt werden, einfügen:**	**[**(7) *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, NEGATIVE PLEDGE [in the case of Notes issued by VIF, VCCI or VWGoAF 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

§ 2
STATUS, NEGATIVVERPFLICHTUNG [Im Fall von Schuldverschreibungen, die von VIF, VCCI oder VWGoAF 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

doubt, this undertaking shall not apply to security provided in connection with asset backed securities issued by the Issuer or a special purpose vehicle where the Issuer is the originator of the underlying assets.

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 von der Emittentin begebenen *asset-backed securities* (strukturierte Wertpapiere, die mit Vermögenswerten besichert sind) gestellt werden oder für *asset-backed securities*, die von einer Zweckgesellschaft begeben werden, und bei denen die Emittentin die ursprüngliche Inhaberin der zugrunde liegenden Vermögenswerte ist.

In the case of Notes issued by VIF, VCCI or VWGoAF 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 (the "**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 the Guarantor or a special purpose vehicle where the Guarantor is the originator of the underlying assets.

Im Fall von Schuldverschreibungen, die von VIF, VCCI oder VWGoAF 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 von der Garantin begebenen *asset-backed securities* (strukturierte Wertpapiere, die mit Vermögenswerten besichert sind) gestellt werden oder für *asset-backed securities*, die von einer Zweckgesellschaft begeben werden, und bei denen die Garantin die ursprüngliche Inhaberin der zugrunde liegenden Vermögenswerte ist.

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.

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.

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.**]**

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
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.**]**

§ 3
ZINSEN

(1) *Zinszahlungstage.*

(a) Die Schuldverschreibungen werden bezogen auf ihren Nennbetrag ab dem **[Verzinsungsbeginn einfügen]** (der "**Verzinsungsbeginn**") (einschließlich) bis zum ersten Zinszahlungstag (ausschließlich) und danach von jedem Zinszahlungstag (einschließlich) bis zum nächstfolgenden Zinszahlungstag (ausschließlich) verzinst. Zinsen auf die Schuldverschreibungen sind an jedem Zinszahlungstag zahlbar.

(b) "**Zinszahlungstag**" bezeichnet

[Im Fall von festgelegten Zinszahlungstagen einfügen: jeden **[festgelegte Zinszahlungstage einfügen]**.**]**

[Im Fall 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.**]**

(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."

(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.**]**

(d) In this § 3 "**Business Day**" means **[in the case of other relevant financial centres 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]] [in case TARGET2 is applicable 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

(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**" **[im Fall von anderen relevanten Finanzzentren, einfügen:** einen Tag (außer einem Samstag oder Sonntag), an dem Geschäftsbanken allgemein für Geschäfte in **[sämtliche relevanten Finanzzentren einfügen]** geöffnet sind und Devisenmärkte Zahlungen in **[sämtliche relevanten Finanzzentren einfügen]** abwickeln**] [falls TARGET2 anwendbar ist, einfügen:** einen Tag an dem das Clearing System

System (TARGET2) ("**TARGET**") are operational to effect the relevant payment**]**.

sowie alle betroffenen Bereiche des Trans-European Automated Real-time Gross Settlement Express Transfer System (TARGET2) ("**TARGET**") betriebsbereit sind, um die betreffende Zahlung abzuwickeln**]**.

[In case the offered quotation for deposits in the specified currency is EURIBOR, the following applies:

[Falls der Angebotssatz für Einlagen in der festgelegten Währung EURIBOR ist, ist folgendes anwendbar:

(2) *Rate of Interest.* The "**Rate of Interest**" for each Interest Period (as defined below) will be a rate *per annum* equal to the Reference Rate (as defined below) **[[**plus**] [**minus**]** the Margin (as defined below)**]**.

(2) *Zinssatz.* Der "**Zinssatz**" für jede Zinsperiode (wie nachstehend definiert) ist der Zinssatz *per annum*, der dem Referenzsatz (wie nachstehend definiert) **[[**zuzüglich**] [**abzüglich**]** der Marge (wie nachstehend definiert)**]** entspricht.

The Calculation Agent will, subject to § 3(4), determine the relevant Reference Rate in accordance with this § 3(2) on each Interest Determination Date.

Die Berechnungsstelle bestimmt vorbehaltlich § 3 Absatz (4) an jedem Zinsfestsetzungstag den jeweiligen Referenzsatz nach Maßgabe dieses § 3 Absatz (2).

The "**Reference Rate**" for each Interest Period will be determined as follows:

Der "**Referenzsatz**" für jede Zinsperiode wird wie folgt bestimmt:

(a) Initially the "Reference Rate" for each Interest Period will be the Original Benchmark Rate on the relevant Interest Determination Date.

(a) Anfänglich entspricht der "Referenzsatz" für jede Zinsperiode dem Ursprünglichen Benchmarksatz an dem betreffenden Zinsfestsetzungstag.

(b) If the Original Benchmark Rate does not appear on the Screen Page as at such time on the relevant Interest Determination Date, but no Benchmark Event has occurred, the "Reference Rate" on the relevant Interest Determination Date will be the Reference Bank Rate.

(b) Falls der Ursprüngliche Benchmarksatz zu dem betreffenden Zeitpunkt an dem betreffenden Zinsfestsetzungstag nicht auf der Bildschirmseite angezeigt wird, aber kein Benchmark-Ereignis eingetreten ist, entspricht der "Referenzsatz" an dem betreffenden Zinsfestsetzungstag dem Referenzbankensatz.

If the Reference Bank Rate cannot be determined, but no Benchmark Event has occurred, the "Reference Rate" shall be the Original Benchmark Rate on the Screen Page on the last day preceding the Interest Determination Date on which such Original Benchmark Rate was displayed.

Falls der Referenzbankensatz nicht festgestellt werden kann, aber kein Benchmark-Ereignis eingetreten ist, ist der "Referenzsatz" der Ursprüngliche Benchmarksatz auf der Bildschirmseite an dem letzten Tag vor dem Zinsfestsetzungstag, an dem dieser Ursprüngliche Benchmarksatz angezeigt wurde.

(c) If a Benchmark Event occurs, the "Reference Rate" for each Interest Period commencing on or after the Effective Date (as defined in § 3(4)(h)) will be determined in accordance with § 3(4).

"**Original Benchmark Rate**" on any day means the **[***insert applicable number of months***]**-month Euro Interbank Offered Rate (expressed as a percentage rate *per annum*) appearing on the Screen Page as of 11.00 a.m. (Brussels time) on the Interest Determination Date.

"**Reference Bank Rate**" means the rate (expressed as a percentage rate *per annum*) at which deposits in Euro are offered by the Reference Banks (as defined below) at approximately 11.00 a.m. (Brussels time) on the relevant Interest Determination Date to prime banks in the Euro-Zone interbank market for the relevant Interest Period and in a Representative Amount, assuming an Actual/360 day count basis, determined as follows: The Issuer shall request each of the Reference Banks (as defined below) to provide the Calculation Agent with its offered quotation. If two or more of the Reference Banks provide the Calculation Agent with such offered quotations, the Reference Rate 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, all as determined by the Calculation Agent.

If on the relevant Interest Determination Date only one or none of the selected Reference Banks provides the Calculation Agent with such offered quotations as provided in the preceding paragraph, the Reference Bank Rate 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 at approximately 11.00 a.m. (Brussels time) at the request of the Issuer to the Calculation Agent by

(c) Wenn ein Benchmark-Ereignis eintritt, wird der "Referenzsatz" für jede Zinsperiode, die an oder nach dem Stichtag (wie in § 3 Absatz (4)(h) definiert) beginnt, gemäß § 3 Absatz (4) bestimmt.

"**Ursprünglicher Benchmarksatz**" an einem Tag entspricht dem **[***entsprechende Anzahl an Monaten einfügen***]** Monats Euro Interbank Offered Rate (ausgedrückt als Prozentsatz *per annum*), der am Zinsfestsetzungstag um 11.00 Uhr (Brüsseler Ortszeit) auf der Bildschirmseite angezeigt wird.

"**Referenzbankensatz**" bezeichnet den Satz (als Prozentsatz *per annum* ausgedrückt) für Einlagen in Euro für die betreffende Zinsperiode und über einen Repräsentativen Betrag (auf Grundlage des Actual/360 Zinstagequotienten) gegenüber führenden Banken im Interbankenmarkt der Euro-Zone um ca. 11.00 Uhr (Brüsseler Ortszeit) an dem betreffenden Zinsfestsetzungstag festgestellt wird, der wie folgt bestimmt wird: Die Emittentin wird jede Referenzbank bitten, der Berechnungsstelle ihren Angebotssatz mitzuteilen. Falls zwei oder mehr Referenzbanken der Berechnungsstelle solche Angebotssätze nennen, ist der Referenzsatz für die betreffende Zinsperiode das arithmetische Mittel (falls erforderlich, auf- oder abgerundet auf das nächste tausendstel Prozent, wobei 0,0005 aufgerundet wird) dieser Angebotssätze, wobei alle Feststellungen durch die Berechnungsstelle erfolgen.

Falls an dem betreffenden Zinsfestsetzungstag nur eine oder keine der Referenzbanken der Berechnungsstelle die im vorstehenden Absatz beschriebenen Angebotssätze nennt, ist der Referenzbankensatz für die betreffende Zinsperiode der Satz *per annum*, den die Berechnungsstelle als das arithmetische Mittel (falls erforderlich, auf- oder abgerundet auf das nächste tausendstel Prozent, wobei 0,0005 aufgerundet wird) der Sätze ermittelt, die von der Emittentin ausgewählte Großbanken im Interbankenmarkt der Euro-Zone um ca. 11.00 Uhr (Brüsseler Ortszeit) der

major banks in the Euro-Zone interbank market, selected by the Issuer, at which such banks offer, on the relevant Interest Determination Date, loans in Euro for the relevant Interest Period and in a Representative Amount to leading European banks.

Berechnungsstelle auf Bitte der Emittentin als den jeweiligen Satz nennen, zu dem sie an dem betreffenden Zinsfestsetzungstag Darlehen in Euro für die betreffende Zinsperiode und über einen Repräsentativen Betrag gegenüber führenden europäischen Banken anbieten.

Where:

Dabei gilt Folgendes:

"**Screen Page**" means the Reuters screen page EURIBOR01 or such other screen page of Reuters or such other information service which is the successor to Reuters screen page EURIBOR01.

"**Bildschirmseite**" bezeichnet die Reuters Bildschirmseite EURIBOR01 oder eine andere Bildschirmseite von Reuters oder von einem anderen Informationsanbieter, welche die Reuters Bildschirmseite EURIBOR01 ersetzt.

"**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 March 25, 1957), as amended by the Treaty on European Union (signed in Maastricht on February 7, 1992) and the Amsterdam Treaty of October 2, 1997, as further amended from time to time.

"**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), geändert durch den Vertrag über die Europäische Union (unterzeichnet in Maastricht am 7. Februar 1992) und den Amsterdamer Vertrag vom 2. Oktober 1997, in seiner jeweiligen Fassung, eine einheitliche Währung eingeführt haben oder jeweils eingeführt haben werden.

["**Margin**" means **[***insert number***]** per cent. *per annum*.**]**

[Die "**Marge**" beträgt **[***Zahl einfügen***]** % *per annum*.**]**

"**Reference Banks**" means the principal Euro-zone office of four major banks in the Euro-zone inter-bank market, in each case selected by the Issuer.

"**Referenzbanken**" bezeichnet die Hauptniederlassungen von vier von der Emittentin ausgewählten großen Banken im Interbankenmarkt der Euro-Zone.

"**Representative Amount**" means an amount that is representative for a single transaction in the relevant market at the relevant time.

"**Repräsentativer Betrag**" bezeichnet einen Betrag, der zu der jeweiligen Zeit in dem jeweiligen Markt für eine einzelne Transaktion repräsentativ ist.

"**TARGET Business Day**" means a day on which the Trans-European Automated Real-time Gross settlement Express Transfer system 2 (TARGET) is operating.

"**TARGET-Geschäftstag**" bezeichnet einen Tag, an dem das Trans-European Automated Real-time Gross settlement Express Transfer system 2 (TARGET) betriebsbereit ist.

"**Interest Determination Date**" the second TARGET Business Day prior to the commencement of the relevant Interest Period.

"**Zinsfestsetzungstag**" bezeichnet den zweiten TARGET-Geschäftstag vor Beginn der jeweiligen Zinsperiode.

"**Interest Period**" means each period from and including the Interest Commencement Date to but excluding

"**Zinsperiode**" bezeichnet den Zeitraum ab dem Verzinsungsbeginn (einschließlich) bis zum ersten

the first Interest Payment Date and each successive period from and including an Interest Payment Date to but excluding the following Interest Payment Date.**]**

Zinszahlungstag (ausschließlich) sowie jeden folgenden Zeitraum ab einem Zinszahlungstag (einschließlich) bis zum jeweils darauf folgenden Zinszahlungstag (ausschließlich).**]**

[In case the offered quotation for deposits in the specified currency is LIBOR, the following applies:

[Falls der Angebotssatz für Einlagen in der festgelegten Währung LIBOR ist, ist folgendes anwendbar:

(2) *Rate of Interest*. The "**Rate of Interest**" for each Interest Period (as defined below) will be a rate *per annum* equal to the Reference Rate (as defined below) **[[**plus**] [**minus**]** the Margin (as defined below)**]**.

(2) *Zinssatz*. Der "**Zinssatz**" für jede Zinsperiode (wie nachstehend definiert) ist der Zinssatz *per annum*, der dem Referenzsatz (wie nachstehend definiert) **[[**zuzüglich**] [**abzüglich**]** der Marge (wie nachstehend definiert)**]** entspricht.

The Calculation Agent will, subject to § 3(4), determine the relevant Reference Rate in accordance with this § 3(2) on each Interest Determination Date.

Die Berechnungsstelle bestimmt vorbehaltlich § 3 Absatz (4) an jedem Zinsfestsetzungstag den jeweiligen Referenzsatz nach Maßgabe dieses § 3 Absatz (2).

The "**Reference Rate**" for each Interest Period will be determined as follows:

Der "**Referenzsatz**" für jede Zinsperiode wird wie folgt bestimmt:

(a) Initially the "Reference Rate" for each Interest Period will be the Original Benchmark Rate on the relevant Interest Determination Date.

(a) Anfänglich entspricht der "Referenzsatz" für jede Zinsperiode dem Ursprünglichen Benchmarksatz an dem betreffenden Zinsfestsetzungstag.

(b) If the Original Benchmark Rate does not appear on the Screen Page as at such time on the relevant Interest Determination Date, but no Benchmark Event has occurred, the "Reference Rate" on the relevant Interest Determination Date will be the Reference Bank Rate.

(b) Falls der Ursprüngliche Benchmarksatz zu dem betreffenden Zeitpunkt an dem betreffenden Zinsfestsetzungstag nicht auf der Bildschirmseite angezeigt wird, aber kein Benchmark-Ereignis eingetreten ist, entspricht der "Referenzsatz" an dem betreffenden Zinsfestsetzungstag dem Referenzbankensatz.

If the Reference Bank Rate cannot be determined, but no Benchmark Event has occurred, the "Reference Rate" shall be the Original Benchmark Rate on the Screen Page on the last day preceding the Interest Determination Date on which such Original Benchmark Rate was displayed.

Falls der Referenzbankensatz nicht festgestellt werden kann, aber kein Benchmark-Ereignis eingetreten ist, ist der "Referenzsatz" der Ursprüngliche Benchmarksatz auf der Bildschirmseite an dem letzten Tag vor dem Zinsfestsetzungstag, an dem dieser Ursprüngliche Benchmarksatz angezeigt wurde.

(c) If a Benchmark Event occurs, the "Reference Rate" for each Interest Period commencing on or after the Effective Date (as

(c) Wenn ein Benchmark-Ereignis eintritt, wird der "Referenzsatz" für jede Zinsperiode, die an oder nach dem Stichtag (wie in

defined in § 3(4)(h)) will be determined in accordance with § 3(4).

"**Original Benchmark Rate**" on any day means the **[***insert applicable number of months***]** months **[***insert Specified Currency***]** London Interbank Offered Rate (expressed as a percentage rate *per annum*) appearing on the Screen Page as of 11.00 a.m. (London time) on the Interest Determination Date.

"**Reference Bank Rate**" means the rate (expressed as a percentage rate *per annum*) at which deposits in the Specified Currency are offered by the Reference Banks (as defined below) at approximately 11:00 a.m. (London time) on the relevant Interest Determination Date to prime banks in the London interbank market for the relevant Interest Period and in a Representative Amount, assuming an **[***Insert the day count basis that is customarily used for the Original Benchmark Rate in the Specified Currency***]** day count basis, determined as follows: The Issuer shall request each of the Reference Banks (as defined below) to provide the Calculation Agent with its offered quotation. If two or more of the Reference Banks provide the Calculation Agent with such offered quotations, the Reference Rate 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, all as determined by the Calculation Agent.

If on the relevant Interest Determination Date only one or none of the selected Reference Banks provides the Calculation Agent with such offered quotations as provided in the preceding paragraph, the Reference Bank Rate 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 at approximately 11:00

§ 3 Absatz (4)(h) definiert) beginnt, gemäß § 3 Absatz (4) bestimmt.

"**Ursprünglicher Benchmarksatz**" an einem Tag entspricht der **[***entsprechende Anzahl an Monaten einfügen***]** Monats **[***Festgelegte Währung einfügen***]** London Interbank Offered Rate (ausgedrückt als Prozentsatz *per annum*), der am Zinsfestsetzungstag um 11.00 Uhr (Londoner Ortszeit) auf der Bildschirmseite angezeigt wird.

"**Referenzbankensatz**" bezeichnet den Satz (als Prozentsatz *per annum* ausgedrückt) für Einlagen in der Festgelegten Währung für die betreffende Zinsperiode und über einen Repräsentativen Betrag (auf Grundlage des **[***Zinstagequotienten der üblicherweise für den Ursprünglichen Benchmarksatz in der Festgelegten Währung verwendet wird einsetzen***]** Zinstagequotienten) gegenüber führenden Banken im Londoner Interbankenmarkt um ca. 11.00 Uhr (Londoner Ortszeit) an dem betreffenden Zinsfestsetzungstag festgestellt wird, der wie folgt bestimmt wird: Die Emittentin wird jede Referenzbank bitten, der Berechnungsstelle ihren Angebotssatz mitzuteilen. Falls zwei oder mehr Referenzbanken der Berechnungsstelle solche Angebotssätze nennen, ist der Referenzsatz für die betreffende Zinsperiode das arithmetische Mittel (falls erforderlich, auf- oder abgerundet auf das nächste Einhunderttausendstel Prozent, wobei 0,000005 aufgerundet wird) dieser Angebotssätze, wobei alle Feststellungen durch die Berechnungsstelle erfolgen.

Falls an dem betreffenden Zinsfestsetzungstag nur eine oder keine der Referenzbanken der Berechnungsstelle die im vorstehenden Absatz beschriebenen Angebotssätze nennt, ist der Referenzbankensatz für die betreffende Zinsperiode der Satz *per annum*, den die Berechnungsstelle als das arithmetische Mittel (falls erforderlich, auf- oder abgerundet auf das nächste Einhunderttausendstel Prozent, wobei 0,000005 aufgerundet wird) der Sätze ermittelt, die von der Emittentin ausgewählte Großbanken

a.m. (London time) at the request of the Issuer to the Calculation Agent by major banks in the London interbank market, selected by the Issuer, at which such banks offer, on the relevant Interest Determination Date, loans in the Specified Currency for the relevant Interest Period and in a Representative Amount to leading European banks.

im Londoner Interbankenmarkt um ca. 11.00 Uhr (Londoner Ortszeit) der Berechnungsstelle auf Bitte der Emittentin als den jeweiligen Satz nennen, zu dem sie an dem betreffenden Zinsfestsetzungstag Darlehen in der Festgelegten Währung für die betreffende Zinsperiode und über einen Repräsentativen Betrag gegenüber führenden europäischen Banken anbieten.

Where:

Dabei gilt Folgendes:

"**Screen Page**" means the Reuters screen page LIBOR01 or such other screen page of Reuters or such other information service which is the successor to Reuters screen page LIBOR01.

"**Bildschirmseite**" bezeichnet die Reuters Bildschirmseite LIBOR01 oder eine andere Bildschirmseite von Reuters oder von einem anderen Informationsanbieter, welche die Reuters Bildschirmseite LIBOR01 ersetzt.

"**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.

"**Londoner Geschäftstag**" bezeichnet einen Tag (außer einem Samstag oder Sonntag), an dem Geschäftsbanken in London für Geschäfte (einschließlich Devisen- und Sortengeschäfte) geöffnet sind.

["**Margin**" means **[***insert number***]** per cent. *per annum*.**]**

[Die "**Marge**" beträgt **[***Zahl einfügen***]** % *per annum*.**]**

"**Reference Banks**" means the principal London office of four major banks in the London inter-bank market, in each case selected by the Issuer.

"**Referenzbanken**" bezeichnet die Londoner Hauptniederlassungen von vier von der Emittentin ausgewählten großen Banken im Londoner Interbankenmarkt.

"**Representative Amount**" means an amount that is representative for a single transaction in the relevant market at the relevant time.

"**Repräsentativer Betrag**" bezeichnet einen Betrag, der zu der jeweiligen Zeit in dem jeweiligen Markt für eine einzelne Transaktion repräsentativ ist.

"**Interest Determination Date**" means the **[[**first**][**second**]** London Business Day prior to the commencement of the relevant Interest Period**] [**first London Business Day of the relevant Interest Period**]**.

"**Zinsfestsetzungstag**" bezeichnet den **[[**ersten**][**zweiten**]** Londoner Geschäftstag vor Beginn der jeweiligen Zinsperiode**][**ersten Londoner Geschäftstag der jeweiligen Zinsperiode**]**.

"**Interest Period**" means each period from and including the Interest Commencement Date to but excluding the first Interest Payment Date and each successive period from and including an Interest Payment Date to but excluding the following Interest Payment Date.**]**

"**Zinsperiode**" bezeichnet den Zeitraum ab dem Verzinsungsbeginn (einschließlich) bis zum ersten Zinszahlungstag (ausschließlich) sowie jeden folgenden Zeitraum ab einem Zinszahlungstag (einschließlich) bis zum jeweils darauf folgenden Zinszahlungstag (ausschließlich).**]**

[In case the offered quotation for deposits in the specified currency is CDOR, the following applies:

(2) *Rate of Interest*. The **Rate of Interest** for each Interest Period (as defined below) will be at a rate *per annum* equal to the Reference Rate (as defined below) **[[**plus**]** **[**minus**]** the Margin (as defined below)**]**

The Calculation Agent will, subject to § 3(4), determine the relevant Reference Rate in accordance with this § 3(2) on each Interest Determination Date.

The "**Reference Rate**" for each Interest Period will be determined as follows:

(a) Initially the "Reference Rate" for each Interest Period will be the Original Benchmark Rate on the relevant Interest Determination Date.

(b) If the Original Benchmark Rate does not appear on the Screen Page as at such time on the relevant Interest Determination Date, but no Benchmark Event has occurred, the "Reference Rate" on the relevant Interest Determination Date will be the Reference Bank Rate.

If the Reference Bank Rate cannot be determined, but no Benchmark Event has occurred, the "Reference Rate" shall be the Original Benchmark Rate on the Screen Page on the last day preceding the Interest Determination Date on which such Original Benchmark Rate was displayed.

(c) If a Benchmark Event occurs, the "Reference Rate" for each Interest Period commencing on or after the Effective Date (as defined in § 3(4)(h)) will be determined in accordance with § 3(4).

"**Original Benchmark Rate**" on any day means the Canadian Dollar Offered Rate ("**CDOR**"), being the average bid rate of interest for banker's acceptances (expressed as a percentage rate per annum) in the Specified Currency having a **[**insert applicable number of days**]**-day term

[Falls der Angebotssatz für Einlagen in der festgelegten Währung CDOR ist, ist folgendes anwendbar:

(2) *Zinssatz.* Der "**Zinssatz**" für jede Zinsperiode (wie nachstehend definiert) ist der Zinssatz *per annum*, der dem Referenzsatz (wie nachstehend definiert) **[[**zuzüglich**]** **[**abzüglich**]** der Marge (wie nachstehend definiert)**]** entspricht.

Die Berechnungsstelle bestimmt vorbehaltlich § 3 Absatz (4) an jedem Zinsfestsetzungstag den jeweiligen Referenzsatz nach Maßgabe dieses § 3 Absatz (2).

Der "**Referenzsatz**" für jede Zinsperiode wird wie folgt bestimmt:

(a) Anfänglich entspricht der "Referenzsatz" für jede Zinsperiode dem Ursprünglichen Benchmarksatz an dem betreffenden Zinsfestsetzungstag.

(b) Falls der Ursprüngliche Benchmarksatz zu dem betreffenden Zeitpunkt an dem betreffenden Zinsfestsetzungstag nicht auf der Bildschirmseite angezeigt wird, aber kein Benchmark-Ereignis eingetreten ist, entspricht der "Referenzsatz" an dem betreffenden Zinsfestsetzungstag dem Referenzbankensatz.

Falls der Referenzbankensatz nicht festgestellt werden kann, aber kein Benchmark-Ereignis eingetreten ist, ist der "Referenzsatz" der Ursprüngliche Benchmarksatz auf der Bildschirmseite an dem letzten Tag vor dem Zinsfestsetzungstag, an dem dieser Ursprüngliche Benchmarksatz angezeigt wurde.

(c) Wenn ein Benchmark-Ereignis eintritt, wird der "Referenzsatz" für jede Zinsperiode, die an oder nach dem Stichtag (wie in § 3 Absatz (4)(h) definiert) beginnt, gemäß § 3 Absatz (4) bestimmt.

"**Ursprünglicher Benchmarksatz**" an einem Tag entspricht der Canadian Dollar Offered Rate ("**CDOR**"), dem durchschnittlichen Nachfragesatz für Bankakzepte (ausgedrückt als Prozentsatz *per annum*) in der Festgelegten Währung mit einer verbleibenden Restlaufzeit von

to maturity appearing on the Screen Page as of approximately 10.15 a.m. (Toronto time) on the Interest Determination Date.

[*entsprechende Anzahl von Tagen einfügen***]** Tagen, der am Zinsfestsetzungstag um ca. 10.15 Uhr (Toronto Ortszeit) auf der Bildschirmseite angezeigt wird.

"**Reference Bank Rate**" means the rate (expressed as a percentage rate *per annum*) at which banker's acceptances in the Specified Currency having a **[***insert applicable number of days***]**-day term to maturity are accepted by the Reference Banks (as defined below) at approximately 10.15 a.m. (Toronto time) on the relevant Interest Determination Date and in a Representative Amount, assuming an **[***Insert the day count basis that is customarily used for the Original Benchmark Rate in the Specified Currency***]** day count basis, determined as follows: The Issuer shall request each of the Reference Banks (as defined below) to provide the Calculation Agent with its bid rate of interest (expressed as percentage per annum) for banker's acceptances in the Specified Currency for the relevant Interest Period accepted by such Reference Banks at approximately 10:15 a.m. (Toronto time) on the Interest Determination Date. If two or more of the Reference Banks provide the Calculation Agent with such bid rate, the Reference Rate 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, all as determined by the Calculation Agent.

"**Referenzbankensatz**" bezeichnet den Satz (als Prozentsatz *per annum* ausgedrückt) zu dem Bankakzepte in der Festgelegten Währung mit einer verbleibenden Restlaufzeit von **[***entsprechende Anzahl von Tagen einfügen***]** Tagen von den Referenzbanken (wie nachstehend definiert) um ca. 10.15 Uhr (Toronto Ortszeit) an dem betreffenden Zinsfestsetzungstag angenommen werden und in Höhe eines Repräsentativen Betrags (auf Grundlage des **[***Zinstagequotienten der üblicherweise für den Ursprünglichen Benchmarksatz in der Festgelegten Währung verwendet wird einsetzen***]** Zinstagequotienten), der wie folgt bestimmt wird: Die Emittentin wird jede Referenzbank bitten, der Berechnungsstelle den für die betreffenden Zinsperiode von der jeweiligen Referenzbank am Zinsfestsetzungstag um ca. 10.15 Uhr (Toronto Ortszeit) akzeptierten Nachfragesatz für Bankakzepte (ausgedrückt als Prozentsatz *per annum*) in der Festgelegten Währung mitzuteilen. Falls zwei oder mehr Referenzbanken der Berechnungsstelle solche Angebotssätze nennen, ist der Referenzsatz für die betreffende Zinsperiode das arithmetische Mittel (falls erforderlich, auf- oder abgerundet auf das nächste Einhunderttausendstel Prozent, wobei 0,000005 aufgerundet wird) dieser Angebotssätze, wobei alle Feststellungen durch die Berechnungsstelle erfolgen.

If on the relevant Interest Determination Date only one or none of the selected Reference Banks provides the Calculation Agent with such bid rates as provided in the preceding paragraph, the Reference Bank Rate 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, as communicated at approximately

Falls an dem betreffenden Zinsfestsetzungstag nur eine oder keine der Referenzbanken der Berechnungsstelle die im vorstehenden Absatz beschriebenen Nachfragesätze nennt, ist der Referenzbankensatz für die betreffende Zinsperiode der Satz *per annum*, den die Berechnungsstelle als das arithmetische Mittel (falls erforderlich, auf- oder abgerundet auf das nächste Einhunderttausendstel Prozent, wobei 0,000005 aufgerundet wird) der Nachfragesätze für Bankakzepte ermittelt, die von der

10.15 a.m. (Toronto time) at the request of the Issuer to the Calculation Agent by major banks in Toronto, selected by the Issuer, for banker's acceptances, on the relevant Interest Determination Date, in the Specified Currency having a [insert applicable number of days]-day term to maturity accepted by such banks as at approximately 10:15 a.m. (Toronto time) on the relevant Interest Determination Date and in a Representative Amount.

Emittentin ausgewählte Großbanken im Toronto Interbankenmarkt um ca. 10.15 Uhr (Toronto Ortszeit) der Berechnungsstelle auf Bitte der Emittentin als den jeweils am Zinsfestsetzungstag um ca. 10.15 Uhr (Toronto Ortszeit) für die betreffende Zinsperiode akzeptierten Nachfragesatz für Bankakzepte (ausgedrückt als Prozentsatz *per annum*) in der Festgelegten Währung mit einer verbleibenden Restlaufzeit von **[***entsprechende Anzahl von Tagen einfügen***]** Tagen und über einen Repräsentativen Betrag.

Where:

Dabei gilt Folgendes:

"**Screen Page**" means the Reuters screen page CDOR or such other screen page of Reuters or such other information service which is the successor to Reuters screen page CDOR.

"**Bildschirmseite**" bezeichnet die Reuters Bildschirmseite CDOR oder eine andere Bildschirmseite von Reuters oder von einem anderen Informationsanbieter, welche die Reuters Bildschirmseite CDOR ersetzt.

"**Toronto 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 Toronto.

"**Toronto Geschäftstag**" bezeichnet einen Tag (außer einem Samstag oder Sonntag), an dem Geschäftsbanken in Toronto für Geschäfte (einschließlich Devisen- und Sortengeschäfte) geöffnet sind.

["**Margin**" means **[***insert number***]** per cent. *per annum*.**]**

[Die "**Marge**" beträgt **[***Zahl einfügen***]** % *per annum*.**]**

"**Reference Banks**" means the principal Toronto office of four major Canadian chartered banks listed in Schedule 1 to the Bank Act (Canada).

"**Referenzbanken**" bezeichnet die Hauptniederlassung in Toronto von vier führenden kanadischen amtlich zugelassenen Banken, die im Anhang 1 zum Bank Act (Canada) aufgeführt sind.

"**Representative Amount**" means an amount that is representative for a single transaction in the relevant market at the relevant time.

"**Repräsentativer Betrag**" bezeichnet einen Betrag, der zu der jeweiligen Zeit in dem jeweiligen Markt für eine einzelne Transaktion repräsentativ ist.

"**Interest Determination Date**" means the **[**first**] [insert other applicable number of days] [**Toronto**] [insert other relevant location]** Business Day **[**prior to the commencement**]** of the relevant Interest Period.

"**Zinsfestsetzungstag**" bezeichnet den **[**ersten**] [andere Anzahl an Tagen einfügen] [**Toronto**] [andere maßgeblicher Ort]** Geschäftstag **[**vor Beginn**]** der jeweiligen Zinsperiode.

"**[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

"[**Toronto**] **[andere maßgeblicher Ort] Geschäftstag**" bezeichnet einen Tag (außer einem Samstag oder Sonntag), an dem Geschäftsbanken in **[**Toronto**] [andere maßgeblicher Ort]** für Geschäfte (einschließlich

in foreign exchange and foreign currency).

"**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.**]**

[In case the offered quotation for deposits in the specified currency is any other reference rate, the following applies:

(2) *Rate of Interest.* The "**Rate of Interest**" for each Interest Period (as defined below) will be a rate *per annum* equal to the Reference Rate (as defined below) **[[**plus**] [**minus**]** the Margin (as defined below)**]**.

The Calculation Agent will, subject to § 3(4), determine the relevant Reference Rate in accordance with this § 3(2) on each Interest Determination Date.

The "**Reference Rate**" for each Interest Period will be determined as follows:

(a) Initially the "Reference Rate" for each Interest Period will be the Original Benchmark Rate on the relevant Interest Determination Date.

(b) If the Original Benchmark Rate does not appear on the Screen Page as at such time on the relevant Interest Determination Date, but no Benchmark Event has occurred, the "Reference Rate" on the relevant Interest Determination Date will be the Reference Bank Rate.

If the Reference Bank Rate cannot be determined, but no Benchmark Event has occurred, the "Reference Rate" shall be the Original Benchmark Rate on the Screen Page on the last day preceding the Interest Determination

Devisen- und Sortengeschäfte) geöffnet sind.

"**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).**]**

[Falls der Angebotssatz für Einlagen in der festgelegten Währung ein anderer Referenzsatz ist, ist folgendes anwendbar:

(2) *Zinssatz.* Der "**Zinssatz**" für jede Zinsperiode (wie nachstehend definiert) ist der Zinssatz *per annum*, der dem Referenzsatz (wie nachstehend definiert) **[[**zuzüglich**] [**abzüglich**]** der Marge (wie nachstehend definiert)**]** entspricht.

Die Berechnungsstelle bestimmt vorbehaltlich § 3 Absatz (4) an jedem Zinsfestsetzungstag den jeweiligen Referenzsatz nach Maßgabe dieses § 3 Absatz (2).

Der "**Referenzsatz**" für jede Zinsperiode wird wie folgt bestimmt:

(a) Anfänglich entspricht der "Referenzsatz" für jede Zinsperiode dem Ursprünglichen Benchmarksatz an dem betreffenden Zinsfestsetzungstag.

(b) Falls der Ursprüngliche Benchmarksatz zu dem betreffenden Zeitpunkt an dem betreffenden Zinsfestsetzungstag nicht auf der Bildschirmseite angezeigt wird, aber kein Benchmark-Ereignis eingetreten ist, entspricht der "Referenzsatz" an dem betreffenden Zinsfestsetzungstag dem Referenzbankensatz.

Falls der Referenzbankensatz nicht festgestellt werden kann, aber kein Benchmark-Ereignis eingetreten ist, ist der "Referenzsatz" der Ursprüngliche Benchmarksatz auf der Bildschirmseite an dem letzten Tag vor dem Zinsfestsetzungstag, an dem

Date on which such Original Benchmark Rate was displayed.

(c) If a Benchmark Event occurs, the "Reference Rate" for each Interest Period commencing on or after the Effective Date (as defined in § 3(4)(h)) will be determined in accordance with § 3(4).

"**Original Benchmark Rate**" on any day means the **[***insert applicable number of months***]**-month **[***insert reference rate***]** (expressed as a percentage rate *per annum*) appearing on the Screen Page as of **[**● a.m./p.m.**]** **[***insert other financial center***]** on the Interest Determination Date.

"**Reference Bank Rate**" means the rate (expressed as a percentage rate *per annum*) at which deposits in the Specified Currency are offered by the Reference Banks (as defined below) at approximately **[**● a.m./p.m.**]** **[***insert other financial center***]** on the relevant Interest Determination Date to prime banks in the **[***insert other financial center***]** interbank market for the relevant Interest Period and in a Representative Amount, assuming an **[***Insert the day count basis that is customarily used for the Original Benchmark Rate in the Specified Currency***]** day count basis, determined as follows: The Issuer shall request each of the Reference Banks (as defined below) to provide the Calculation Agent with its offered quotation. If two or more of the Reference Banks provide the Calculation Agent with such offered quotations, the Reference Rate for such Interest Period shall be the arithmetic mean (rounded if necessary to the nearest one thousandth of a percentage point, with [●] being rounded upwards) of such offered quotations, all as determined by the Calculation Agent.

If on the relevant Interest Determination Date only one or none of the selected Reference Banks provides the Calculation Agent with such offered quotations as provided in the preceding paragraph, the Reference Bank Rate for the relevant Interest Period shall be the rate *per annum* which the Calculation Agent determines as being the arithmetic

dieser Ursprüngliche Benchmarksatz angezeigt wurde.

(c) Wenn ein Benchmark-Ereignis eintritt, wird der "Referenzsatz" für jede Zinsperiode, die an oder nach dem Stichtag (wie in § 3 Absatz (4)(h) definiert) beginnt, gemäß § 3 Absatz (4) bestimmt.

"**Ursprünglicher Benchmarksatz**" an einem Tag entspricht dem **[***entsprechende Anzahl an Monaten einfügen***]** Monats **[***Referenzsatz einfügen***]** (ausgedrückt als Prozentsatz *per annum*), der am Zinsfestsetzungstag um **[**● Uhr**]** **[***anderes Finanzzentrum einfügen***]** auf der Bildschirmseite angezeigt wird.

"**Referenzbankensatz**" bezeichnet den Satz (als Prozentsatz *per annum* ausgedrückt) für Einlagen in der festgelegten Währung für die betreffende Zinsperiode und über einen Repräsentativen Betrag (auf Grundlage des **[***Zinstagequotienten der üblicherweise für den Ursprünglichen Benchmarksatz in der Festgelegten Währung verwendet wird einsetzen***]** Zinstagequotienten) gegenüber führenden Banken im Interbankenmarkt von **[***anderes Finanzzentrum einfügen***]** um ca. **[**● Uhr**]** **[***anderes Finanzzentrum einfügen***]** an dem betreffenden Zinsfestsetzungstag festgestellt wird, der wie folgt bestimmt wird: Die Emittentin wird jede Referenzbank bitten, der Berechnungsstelle ihren Angebotssatz mitzuteilen. Falls zwei oder mehr Referenzbanken der Berechnungsstelle solche Angebotssätze nennen, ist der Referenzsatz für die betreffende Zinsperiode das arithmetische Mittel (falls erforderlich, auf- oder abgerundet auf das nächste tausendstel Prozent, wobei [●] aufgerundet wird) dieser Angebotssätze, wobei alle Feststellungen durch die Berechnungsstelle erfolgen.

Falls an dem betreffenden Zinsfestsetzungstag nur eine oder keine der Referenzbanken der Berechnungsstelle die im vorstehenden Absatz beschriebenen Angebotssätze nennt, ist der Referenzbankensatz für die betreffende Zinsperiode der Satz *per annum*, den die Berechnungsstelle als das arithmetische Mittel (falls

mean (rounded if necessary to the nearest one thousandth of a percentage point, with **[●]** being rounded upwards) of the rates, as communicated at approximately **[**● a.m./p.m.**]** **[***insert other financial center***]** at the request of the Issuer to the Calculation Agent by major banks in the **[***insert other financial center***]** interbank market, selected by the Issuer, at which such banks offer, on the relevant Interest Determination Date, loans in the Specified Currency for the relevant Interest Period and in a Representative Amount to leading **[***insert other financial center***]** banks.

erforderlich, auf- oder abgerundet auf das nächste tausendstel Prozent, wobei **[●]** aufgerundet wird) der Sätze ermittelt, die von der Emittentin ausgewählte Großbanken im Interbankenmarkt von **[***anderes Finanzzentrum einfügen***]** um ca. **[**● Uhr**]** **[***anderes Finanzzentrum einfügen***]** der Berechnungsstelle auf Bitte der Emittentin als den jeweiligen Satz nennen, zu dem sie an dem betreffenden Zinsfestsetzungstag Darlehen in der festgelegten Währung für die betreffende Zinsperiode und über einen Repräsentativen Betrag gegenüber führenden **[***anderes Finanzzentrum einfügen***]** Banken anbieten.

Where:

Dabei gilt Folgendes:

"**Screen Page**" means the **[***insert administrator***]** screen page **[***insert Screen Page***]** or such other screen page of **[***insert administrator***]** or such other information service which is the successor to **[***insert administrator***]** screen page **[***insert Screen Page***]**.

"**Bildschirmseite**" bezeichnet die **[***Administrator einfügen***]** Bildschirmseite **[***Bildschirmseite einfügen***]** oder eine andere Bildschirmseite von **[***Administrator einfügen***]** oder von einem anderen Informationsanbieter, welche die **[***Administrator einfügen***]** Bildschirmseite **[***Bildschirmseite einfügen***]** ersetzt.

["**Margin**" means **[***insert number***]** per cent. *per annum*.**]**

[Die "**Marge**" beträgt **[***Zahl einfügen***]** % *per annum*.**]**

"**Reference Banks**" means the principal **[***insert other financial center***]** office of four major banks in the **[***insert other financial center***]** inter-bank market, in each case selected by the Issuer.

"**Referenzbanken**" bezeichnet die Hauptniederlassungen von vier von der Emittentin ausgewählten großen Banken im Interbankenmarkt von **[***anderes Finanzzentrum einfügen***]**.

"**Representative Amount**" means an amount that is representative for a single transaction in the relevant market at the relevant time.

"**Repräsentativer Betrag**" bezeichnet einen Betrag, der zu der jeweiligen Zeit in dem jeweiligen Markt für eine einzelne Transaktion repräsentativ ist.

"**[***insert other financial center***]** **Business Day**" means a day (other than a Saturday or Sunday) on which commercial banks in **[***insert other financial center***]** are open for business (including dealings in foreign exchange and foreign currency)

"**[***anderes Finanzzentrum einfügen***]** **Geschäftstag**" bezeichnet einen Tag (außer einem Samstag oder Sonntag), an dem Geschäftsbanken in **[***anderes Finanzzentrum einfügen***]** für Geschäfte (einschließlich Devisen- und Sortengeschäfte) geöffnet sind.

"**Interest Determination Date**" the **[***insert applicable number of days***]** **[***insert other financial center***]** Business Day **[***prior to the commencement***]** of the relevant Interest Period.

"**Zinsfestsetzungstag**" bezeichnet den **[***relevante anwendbare Anzahl an Tagen einfügen***]** **[***anderes Finanzzentrum einfügen***]**-Geschäftstag **[**vor Beginn**]** der jeweiligen Zinsperiode.

"**Interest Period**" means each period from and including the Interest Commencement Date to but excluding the first Interest Payment Date and each successive period from and including an Interest Payment Date to but excluding the following Interest Payment Date.**]**

"**Zinsperiode**" bezeichnet den Zeitraum ab dem Verzinsungsbeginn (einschließlich) bis zum ersten Zinszahlungstag (ausschließlich) sowie jeden folgenden Zeitraum ab einem Zinszahlungstag (einschließlich) bis zum jeweils darauf folgenden Zinszahlungstag (ausschließlich).**]**

(3) *Interest Amount.* The Calculation Agent will, on or as soon as practicable after each date 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 resulting figure **[if the Specified Currency is Euro insert**: to the nearest 0.01 Euro, 0.005 Euro being rounded upwards.**] [if the Specified Currency is not Euro insert**: to the nearest minimum unit of the Specified Currency, with 0.5 of such unit being rounded upwards.**]**

(3) *Zinsbetrag*. Die Berechnungsstelle wird zu oder baldmöglichst nach jedem Zeitpunkt, an dem der Zinssatz zu bestimmen ist, den auf die Schuldverschreibungen fälligen Zinsbetrag bezogen 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 Festgelegten Stückelung angewendet werden, wobei der resultierende Betrag **[falls die Festgelegte Währung Euro ist einfügen**: auf den nächsten 0,01 Euro auf- oder abgerundet wird, wobei 0,005 Euro aufgerundet werden.**] [falls die Festgelegte Währung nicht Euro ist, einfügen**: auf die kleinste Einheit der Festgelegten Währung auf- oder abgerundet wird, wobei 0,5 solcher Einheiten aufgerundet werden.**]**

"**Day Count Fraction**" means, in respect of the calculation of an amount of interest on any Note for any period of time (from and including the first day of such period to but excluding the last day of such period) (whether or not constituting an Interest Period, the "**Calculation Period**"):

"**Zinstagequotient**" bezeichnet bei der Berechnung des Zinsbetrages für einen beliebigen Zeitraum (ab dem ersten Tag dieses Zeitraums (einschließlich) bis zum letzten Tag dieses Zeitraums (ausschließlich)) (unabhängig davon, ob es sich dabei um eine Zinsperiode handelt, der "**Zinsberechnungszeitraum**"):

[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.**]**

[Im Fall 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.**]**

[if Actual/365 (Fixed) insert: the actual number of days in the Calculation Period divided by 365.**]**

[Im Fall von Actual/365 (Fixed) einfügen: die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum, dividiert durch 365.**]**

[if Actual/360 insert: the actual number of days in the Calculation Period divided by 360.**]**

[Im Fall von Actual/360 einfügen: die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum, dividiert durch 360.**]**

[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).**]**

[Im Fall 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).**]**

[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.**]**

[Im Fall 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.**]**

[if 30E/360 or Eurobond Basis 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 twelve 30-day months, without regard to the date of the first day or last day of the Calculation Period unless in the case of an Interest Period ending on the Maturity Date and the Maturity Date being the last day of the month February in which case the month February shall not be considered to be lengthened to a 30-day month).**]**

[Im Fall 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).**]**

(4) *Benchmark Event.* If the Issuer determines that a Benchmark Event has occurred in relation to the Original Benchmark Rate, the Issuer will notify the Fiscal Agent, the Calculation Agent, the Paying Agents and, in accordance with § **[**12**][**13**]**, the Holders thereof, and the relevant Reference Rate will be determined as follows:

(4) *Benchmark-Ereignis.* Wenn die Emittentin feststellt, dass ein Benchmark-Ereignis in Bezug auf den Ursprünglichen Benchmarksatz eingetreten ist, wird die Emittentin diesen Umstand dem Fiscal Agent, der Berechnungsstelle, den Zahlstellen und gemäß § **[**12**][**13**]** den Gläubigern mitteilen und gilt für die Bestimmung des jeweiligen Referenzsatzes Folgendes:

(a) *Independent Adviser*. The Issuer shall endeavour to appoint an Independent Adviser as soon as possible, who will determine a New Benchmark Rate, the Adjustment Spread and any Benchmark Amendments.

(a) *Unabhängiger Berater*. Die Emittentin wird sich bemühen, sobald wie möglich einen Unabhängigen Berater zu benennen, der einen Neuen Benchmarksatz, die Anpassungsspanne und etwaige Benchmark-Änderungen festlegt.

(b) If prior to any relevant Interest Determination Date,

(i) the Issuer fails to appoint an Independent Adviser; or

(ii) the Independent Adviser appointed by it fails to determine a New Benchmark Rate,

the Reference Rate applicable to the immediately following Interest Period shall be the Original Benchmark Rate on the last preceding Interest Determination Date.

If this § 3(4)(b) is to be applied on the Interest Determination Date prior to the commencement of the first Interest Period, the Reference Rate applicable to the first Interest Period shall be **[**the Original Benchmark Rate on the Screen Page on the last day preceding the Interest Determination Date on which such Original Benchmark Rate was displayed**]** **[[●]** % *per annum***]**.

If the fallback rate determined in accordance with this § 3(4)(b) is to be applied, § 3(4) will be operated again to determine the Reference Rate applicable to the next subsequent Interest Period.

(c) *Successor Benchmark Rate or Alternative Benchmark Rate*. If the Independent Adviser determines in its reasonable discretion that:

(i) there is a Successor Benchmark Rate, then such Successor Benchmark Rate shall subsequently be used in place of the Original Benchmark Rate; or

(ii) there is no Successor Benchmark Rate but that there is an Alternative Benchmark Rate, then such Alternative Benchmark Rate shall subsequently be used

(b) Wenn vor dem jeweiligen Zinsfestsetzungstag

(i) die Emittentin keinen Unabhängigen Berater ernennt; oder

(ii) der ernannte Unabhängige Berater keinen Neuen Benchmarksatz festlegt,

dann entspricht der Referenzsatz für die unmittelbar nachfolgende Zinsperiode dem Ursprünglichen Benchmarksatz an dem letzten zurückliegenden Zinsfestsetzungstag.

Falls dieser § 3 Absatz (4)(b) bereits am Zinsfestsetzungstag vor Beginn der ersten Zinsperiode zur Anwendung kommt, entspricht der Referenzsatz für die erste Zinsperiode **[**dem Ursprünglichen Benchmarksatz auf der Bildschirmseite an dem letzten Tag vor dem Zinsfestsetzungstag, an dem dieser Ursprüngliche Benchmarksatz angezeigt wurde**]** **[[●]** % *per annum***]**.

Falls der Ausweichsatz gemäß diesem § 3 Absatz (4)(b) zur Anwendung kommt, wird § 3 Absatz (4) erneut angewendet, um den Referenzsatz für die nächste nachfolgende Zinsperiode zu bestimmen.

(c) *Nachfolge-Benchmarksatz oder Alternativ-Benchmarksatz*. Falls der Unabhängige Berater nach billigem Ermessen feststellt,

(i) dass es einen Nachfolge-Benchmarksatz gibt, dann ist dieser Nachfolge-Benchmarksatz in der Folge anstelle des Ursprünglichen Benchmarksatzes maßgeblich; oder

(ii) dass es keinen Nachfolge-Benchmarksatz aber einen Alternativ-Benchmarksatz gibt, dann ist dieser Alternativ-Benchmarksatz in der Folge an Stelle des Ursprünglichen

in place of the Original Benchmark Rate,

and the "Reference Rate" for the all following Interest Periods will be (x) the relevant New Benchmark Rate on the relevant Interest Determination Date, plus (y) the Adjustment Spread.

(d) *Benchmark Amendments*. If any relevant New Benchmark Rate and the applicable Adjustment Spread is determined, and if the Independent Adviser determines that amendments to these Conditions are necessary to ensure the proper operation of such New Benchmark Rate and the applicable Adjustment Spread (such amendments, the "**Benchmark Amendments**"), then the Independent Adviser will determine the Benchmark Amendments and the Issuer will give notice thereof in accordance with § 3(4)(e).

The Benchmark Amendments may include without limitation:

(i) the Reference Rate and/or (in replacement of § 3(2)(b) and (c)) the method for determining the fallback rate in relation to the Reference Rate, including the Reference Bank Rate; and/or

(ii) the definitions of the terms "Screen Page", "Business Day", "Interest Payment Date", "Interest Period", "Day Count Fraction" and/or "Interest Determination Date" (including the determination whether the Reference Rate will be determined on a forward looking or a backward looking basis); and/or

(iii) the payment business day condition in § 4(4).

Benchmarksatzes maßgeblich,

und der "Referenzsatz" für alle folgenden Zinsperioden entspricht (x) dem betreffenden Neuen Benchmarksatz an dem betreffenden Zinsfestsetzungstag zuzüglich (y) der Anpassungsspanne.

(d) *Benchmark-Änderungen*. Wenn ein Neuer Benchmarksatz und die entsprechende Anpassungsspanne festgelegt wird, und wenn der Unabhängige Berater feststellt, dass Änderungen dieser Bedingungen notwendig sind, um die ordnungsgemäße Anwendung des Neuen Benchmarksatzes und der entsprechenden Anpassungsspanne zu gewährleisten (diese Änderungen, die "**Benchmark-Änderungen**"), dann wird der Unabhängige Berater die Benchmark-Änderungen festlegen und die Emittentin diese durch eine Mitteilung gemäß § 3 Absatz (4)(e) bekanntmachen.

Diese Benchmark-Änderungen können insbesondere folgende Regelungen erfassen:

(i) den Referenzsatz und/oder (in Ersetzung von § 3 Absatz (2)(b) und (c)) die Methode zur Bestimmung des Ausweichsatzes (sog. fallback) für den Referenzsatz einschließlich des Referenzbankensatzes; und/oder

(ii) die Definitionen der Begriffe "Bildschirmseite", "Geschäftstag", "Zinszahlungstag", "Zinsperiode", "Zinstagequotient" und/oder "Zinsfestsetzungstag" (einschließlich der Festlegung ob der Referenzsatz vorwärts- oder rückwärtsgerichtet bestimmt wird); und/oder

(iii) der Zahltag-Bestimmung gemäß § 4 Absatz (4).

(f) *Notices, etc*. The Issuer will notify any New Benchmark Rate, the Adjustment Spread and the Benchmark Amendments (if any) to the Fiscal Agent, the Calculation Agent, the Paying Agents and, in accordance with § **[**12**][**13**]**, the Holders as soon as such notification is (in the Issuer's view) practicable following the determination thereof. Such notice shall be irrevocable and shall specify the Effective Date.

The New Benchmark Rate, the Adjustment Spread and the Benchmark Amendments (if any), each as specified in such notice, will be binding on the Issuer, the Fiscal Agent, the Calculation Agent, the Paying Agents and the Holders. The Conditions shall be deemed to have been amended by the New Benchmark Rate, the Adjustment Spread and the Benchmark Amendments with effect from the Effective Date.

On the date of such notice, the Issuer shall deliver to the Fiscal Agent a certificate signed by two authorized signatories of the Issuer:

(i)

(I) confirming that a Benchmark Event has occurred;

(II) specifying the relevant New Benchmark Rate;

(III) specifying the applicable Adjustment Spread and the Benchmark Amendments (if any); and

(IV) specifying the Effective Date; and

(ii) certifying that the Benchmark Amendments, if any, are necessary to ensure the proper operation of such relevant New Benchmark

(f) *Mitteilungen, etc*. Die Emittentin wird einen Neuen Benchmarksatz, die Anpassungsspanne und etwaige Benchmark-Änderungen so bald nach deren Feststellung wie (nach Ansicht der Emittentin) praktikabel dem Fiscal Agent, der Berechnungsstelle, den Zahlstellen und gemäß § **[**12**][**13**]** den Gläubigern mitteilen. Eine solche Mitteilung ist unwiderruflich und hat den Stichtag zu benennen.

Der Neue Benchmarksatz, die Anpassungsspanne und etwaige Benchmark-Änderungen, die jeweils in der Mitteilung benannt werden, sind für die Emittentin, den Fiscal Agent, die Berechnungsstelle, die Zahlstellen und die Gläubiger bindend. Die Bedingungen gelten ab dem Stichtag als durch den Neuen Benchmarksatz, die Anpassungsspanne und die etwaigen Benchmark-Änderungen geändert.

Am Tag dieser Mitteilung hat die Emittentin dem Fiscal Agent eine durch zwei Unterschriftsberechtigte der Emittentin unterzeichnete Bescheinigung zu übergeben, die

(i)

(I) bestätigt, dass ein Benchmark-Ereignis eingetreten ist;

(II) den Neuen Benchmarksatz benennt;

(III) die entsprechende Anpassungsspanne und etwaige Benchmark-Änderungen benennt; und

(IV) den Stichtag benennt; und

(ii) bestätigt, dass die etwaigen Benchmark-Änderungen notwendig sind, um die ordnungsgemäße Anwendung des betreffenden Neuen Benchmarksatzes und der

Rate and the applicable Adjustment Spread.

(f) *Definitions*. As used in this § 3(4):

The "**Adjustment Spread**", which may be positive, negative or zero, will be expressed in basis points and means either (a) the spread or (b) the result of the operation of the formula or methodology for calculating the spread,

(i) which in the case of a Successor Benchmark Rate, is formally recommended in relation to the replacement of the Original Benchmark Rate with the Successor Benchmark Rate by any Relevant Nominating Body; or

(ii) which (if no such recommendation has been made, or in the case of an Alternative Benchmark Rate) is applied to the New Benchmark Rate in international debt capital markets transactions to produce an industry-accepted replacement reference rate for the Original Benchmark Rate, provided that all determinations will be made by the Independent Adviser in its reasonable discretion.

"**Alternative Benchmark Rate**" means an alternative benchmark or screen rate which is customarily applied in international debt capital markets transactions for the purposes of determining floating rates of interest (or the relevant component part thereof) in the Specified Currency, provided that all determinations will be made by the Independent Adviser.

entsprechenden Anpassungsspanne zu gewährleisten.

(f) *Definitionen*. Zur Verwendung in § 3 Absatz (4):

Die "**Anpassungsspanne**", die positiv, negativ oder gleich Null sein kann, wird in Basispunkten ausgedrückt und bezeichnet entweder (a) die Spanne oder (b) das Ergebnis der Anwendung der Formel oder Methode zur Berechnung der Spanne,

(i) die im Fall eines Nachfolge-Benchmarksatzes von einem Nominierungsgremium im Zusammenhang mit der Ersetzung des Ursprünglichen Benchmarksatzes durch den Nachfolge-Benchmarksatz förmlich empfohlen wird; oder

(ii) die (sofern keine Empfehlung abgegeben wurde oder im Fall eines Alternativ-Benchmark-satzes) bei internationalen Anleihekapitalmarkttransaktionen auf den Neuen Benchmarksatz angewendet wird, um einen branchenweit akzeptierten Ersatz-Benchmarksatz für den Ursprünglichen Benchmarksatz zu erzeugen, wobei sämtliche Feststellungen durch den Unabhängigen Berater nach billigem Ermessen vorgenommen werden.

"**Alternativ-Benchmarksatz**" bezeichnet eine alternative Benchmark oder einen alternativen Bildschirmsatz, die bzw. der üblicherweise bei internationalen Anleihekapitalmarkttransaktionen zur Bestimmung von variablen Zinssätzen (oder dazugehörigen Zinskomponenten) in der Festgelegten Währung angewendet wird, wobei sämtliche Feststellungen durch den Unabhängigen Berater vorgenommen werden.

"**Benchmark Amendments**" has the meaning given to it in § 3(4)(d).

"**Benchmark Event**" means:

(i) the Original Benchmark Rate ceasing to be published on a regular basis or ceasing to exist; or

(ii) a public statement by the administrator of the Original Benchmark Rate that it has ceased or that it will cease publishing the Original Benchmark Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue the publication of the Original Benchmark Rate); or

(iii) a public statement by the supervisor of the administrator of the Original Benchmark Rate, that the Original Benchmark Rate has been or will be permanently or indefinitely discontinued; or

(iv) a public statement by the supervisor of the administrator of the Original Benchmark Rate as a consequence of which the Original Benchmark Rate has been or will be prohibited from being used either generally, or in respect of the relevant Notes; or

(v) it has become unlawful for any Paying Agent, the Calculation Agent, the Issuer or any other party to

"**Benchmark-Änderungen**" hat die in § 3 Absatz (4)(d) festgelegte Bedeutung.

"**Benchmark-Ereignis**" bezeichnet:

(i) der Ursprüngliche Benchmarksatz wird nicht mehr regelmäßig veröffentlicht oder nicht fortgeführt; oder

(ii) eine öffentliche Bekanntmachung des Administrators des Ursprünglichen Benchmarksatzes dahingehend, dass dieser die Berechnung des Ursprünglichen Benchmarksatzes dauerhaft oder auf unbestimmte Zeit eingestellt hat oder einstellen wird (in Fällen, in denen kein Nachfolge-Administrator ernannt worden ist, der die Veröffentlichung des Ursprünglichen Benchmarksatzes vornehmen wird); oder

(iii) eine öffentliche Bekanntmachung der Aufsichtsbehörde des Administrators des Ursprünglichen Benchmarksatzes dahingehend, dass der Ursprüngliche Benchmarksatz dauerhaft oder auf unbestimmte Zeit nicht mehr fortgeführt wird oder fortgeführt werden wird; oder

(iv) eine öffentliche Bekanntmachung der Aufsichtsbehörde des Administrators des Ursprünglichen Benchmarksatzes infolge deren der Ursprüngliche Benchmarksatz allgemein oder in Bezug auf die Schuldverschreibungen nicht mehr verwendet wird bzw. verwendet werden darf; oder

(v) den Umstand, dass die Verwendung des Ursprünglichen Benchmarksatzes zur

calculate or determine any Reference Rate using the Original Benchmark Rate,

Berechnung oder Bestimmung des Referenzsatzes für die Zahlstelle, die Berechnungsstelle, die Emittentin oder jeden Dritten rechtswidrig geworden ist,

provided that, for the purposes of (i) through (iii), a material alteration of the methodology used by the administrator or a public statement by the supervisor of the administrator of the Reference Rate that the Reference Rate is no longer representative of an underlying market on the Interest Commencement Date for the determination of the Original Benchmark Rate will be deemed as cessation and discontinuation, respectively, of the Original Benchmark Rate.

wobei für die Zwecke von (i) bis (iii) eine wesentliche Änderung der bei Verzinsungsbeginn gültigen Methode für die Feststellung des Ursprünglichen Benchmarksatzes durch den Administrator oder eine öffentliche Stellungnahme der Aufsichtsbehörde des Administrators des Referenzsatzes dahingehend, dass der Referenzsatz nicht länger repräsentativ für den zugrundeliegenden Markt ist, der Einstellung bzw. Nichtfortführung des Ursprünglichen Benchmarksatzes gleichsteht.

"**Successor Benchmark Rate**" means a successor to or replacement of the Original Benchmark Rate which is formally recommended by any Relevant Nominating Body.

"**Nachfolge-Benchmarksatz**" bezeichnet einen Nachfolger oder Ersatz des Ursprünglichen Benchmarksatzes, der durch das Nominierungsgremium förmlich empfohlen wurde.

"**New Benchmark Rate**" means the Successor Benchmark Rate or, as the case may be, the Alternative Benchmark Rate.

"**Neuer Benchmarksatz**" bezeichnet den Nachfolge-Benchmarksatz bzw. Alternativ-Benchmarksatz.

"**Relevant Nominating Body**" means, in respect of the replacement of the Original Benchmark Rate:

"**Nominierungsgremium**" bezeichnet in Bezug auf die Ersetzung des Ursprünglichen Benchmarksatzes:

(i) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, or any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable); or

(i) die Zentralbank für die Währung, in der die Benchmark oder der Bildschirmsatz dargestellt wird, oder eine Zentralbank oder andere Aufsichtsbehörde, die für die Aufsicht des Administrators der Benchmark oder des Bildschirmsatzes zuständig ist; oder

(ii) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (I) the central bank for the currency to which the

(ii) jede Arbeitsgruppe oder jedes Komitee, die bzw. das von (I) der Zentralbank für die Währung in der die Benchmark oder der Bildschirmsatz dargestellt

benchmark or screen rate (as applicable) relates, (II) any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable), (III) a group of the aforementioned central banks or other supervisory authorities or (IV) the Financial Stability Board or any part thereof.

wird, (II) einer Zentralbank oder anderen Aufsichtsbehörde, die für die Aufsicht des Administrators der Benchmark oder des Bildschirmsatzes zuständig ist, (III) einer Gruppe der zuvor genannten Zentralbanken oder anderen Aufsichtsbehörden oder (IV) dem Finanzstabilitätsrat (*Financial Stability Board*) oder Teilen davon gefördert, geführt oder mitgeführt oder gebildet wird.

"**Effective Date**" has the meaning specified in § 3(4)(h).

"**Stichtag**" hat die in § 3 Absatz (4)(h) festgelegte Bedeutung.

"**Independent Adviser**" means an independent financial institution of international repute or other independent financial adviser experienced in the international capital markets, in each case appointed by the Issuer.

"**Unabhängiger Berater**" bezeichnet ein von der Emittentin bestelltes unabhängiges Finanzinstitut mit internationalem Ansehen oder einen anderen unabhängigen Finanzberater mit Erfahrung in internationalen Kapitalmärkten.

(g) The effective date for the application of this § 3(4) (the "**Effective Date**") will be:

(g) Der Stichtag für die Anwendung dieses § 3 Absatz (4) (der "**Stichtag**") ist:

(i) if the Benchmark Event has occurred as a result of clause (i) of the definition of the term "Benchmark Event", the date of the occurrence of the Benchmark Event; or

(i) der Tag des Eintritts des Benchmark-Ereignisses, wenn das Benchmark-Ereignis aufgrund des Absatzes (i) der Definition des Begriffs "Benchmark-Ereignis" eingetreten ist; oder

(ii) if the Benchmark Event has occurred as a result of clause (ii), (iii) or (iv) of the definition of the term "Benchmark Event", the date of cessation of publication of the Original Benchmark Rate or of the discontinuation of the Original Benchmark Rate, as the case may be; or

(ii) der Tag, an dem die Veröffentlichung des Ursprünglichen Benchmarksatzes eingestellt wird bzw. an dem der Ursprüngliche Benchmarksatz eingestellt wird, wenn das Benchmark-Ereignis aufgrund der Absätze (ii), (iii) oder (iv) der Definition des Begriffs "Benchmark-Ereignis" eingetreten ist; oder

(iii) if the Benchmark Event has occurred as a result of clause (v) of the definition of the term "Benchmark Event",

(iii) der Tag, ab dem der Ursprüngliche Benchmarksatz nicht mehr verwendet werden darf, wenn das Benchmark-Ereignis aufgrund des

the date from which the prohibition applies.

(i) If a Benchmark Event occurs in relation to any New Benchmark Rate, § 3(4) shall apply *mutatis mutandis* to the replacement of such New Benchmark Rate by any new Successor Benchmark Rate or Alternative Benchmark Rate, as the case may be.

(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, VCCI or VWGoAF insert:** and the Guarantor**]**, to any stock exchange on which the Notes are from time to time listed, if so required by the rules of such stock exchange, the Paying Agent and to the Holders in accordance with § **[**12**][**13**]** as soon as possible after their determination. 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**]**.

(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 or the Independent Adviser shall (in the absence of manifest error) be binding on the Issuer, the Fiscal Agent, **[**the Paying Agents**]** and the Holders.

(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

Absatzes (v) der Definition des Begriffs "Benchmark-Ereignis" eingetreten ist.

(i) Wenn ein Benchmark-Ereignis in Bezug auf einen Neuen Benchmarksatz eintritt, gilt dieser § 3 Absatz (4) entsprechend für die Ersetzung des Neuen Benchmarksatzes durch einen neuen Nachfolge-Benchmarksatz bzw. Alternativ-Benchmarksatz.

(5) *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 Fall von Schuldverschreibungen, die von VIF, VCCI oder VWGoAF begeben werden, einfügen:** und der Garantin**]**, jeder Börse, an der die betreffenden Schuldverschreibungen zu diesem Zeitpunkt notiert sind und deren Regeln eine Mitteilung an die Börse verlangen, der Zahlstelle sowie den Gläubigern gemäß § **[**12**][**13**]** baldmöglichst nach ihrer Feststellung 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.

(6) *Verbindlichkeit der Festsetzungen.* Alle Bescheinigungen, Mitteilungen, Gutachten, Festsetzungen, Berechnungen, Quotierungen und Entscheidungen, die von der Berechnungsstelle oder dem Unabhängigen Berater 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.

(7) *Auflaufende Zinsen.* Sollte die Emittentin die Schuldverschreibungen bei Fälligkeit nicht einlösen, endet die Verzinsung der Schuldverschreibungen nicht mit

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.[(2)]

Ablauf des Tages der dem Fälligkeitstag vorangeht, sondern erst mit Ablauf des Tages, der dem Tag der tatsächlichen Rückzahlung der 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.[(2)]

§ 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 and surrender 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).**]**

§ 4
ZAHLUNGEN

(1) (a) *Zahlungen von Kapital.* Zahlungen von 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 die 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 und Einreichung der Globalurkunde bei der bezeichneten Geschäftsstelle einer der Zahlstellen außerhalb der Vereinigten Staaten.

[Im Fall 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)] 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(1) German Civil Code.

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 Absatz 1 BGB.

(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 or Renminbi insert:

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.

(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, einfügen:

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) *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.

(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.

For these purposes, "**Payment Business Day**" means any day which is **[in the case of other relevant financial centres 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 case TARGET 2 is applicable:** 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**]**.

Für diese Zwecke bezeichnet "**Zahltag**" einen Tag, **[im Fall von anderen relevanten Finanzzentren, einfügen:** der ein Tag (außer einem Samstag oder Sonntag) ist, an dem Geschäftsbanken und Devisenmärkte Zahlungen in **[sämtliche relevanten Finanzzentren angeben]** abwickeln**] [**und**] [falls TARGET2 anwendbar:** 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) *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.

(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 die Emittentin das Wahlrecht hat, die Schuldverschreibungen aus anderen als steuerlichen Gründen vorzeitig zurückzuzahlen, einfügen:** den Wahl-Rückzahlungsbetrag (*Call*) der 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) *Deposit of Principal and Interest.* The Issuer may deposit with the local court (*Amtsgericht*) in Frankfurt am

(6) *Hinterlegung von Kapital und Zinsen.* Die Emittentin ist berechtigt, beim Amtsgericht Frankfurt am Main

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.

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
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 VWGoAF insert:** or the United States**] [in the case of Notes issued by VCCI insert:** or Canada**]** or any political subdivision or taxing authority thereof 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, VCCI or VWGoAF 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, VCCI or VWGoAF 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

§ 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.

(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 Fall von Schuldverschreibungen, die von VIF, VCCI oder VWGoAF begeben werden, einfügen:** oder die Garantin**]** als Folge einer Änderung oder Ergänzung der Steuer- oder Abgabengesetze und -vorschriften in Deutschland **[Im Fall von Schuldverschreibungen, die von VIF begeben werden, einfügen:** oder der Niederlande**] [Im Fall von Schuldverschreibungen, die von VWGoAF begeben werden, einfügen:** oder den Vereinigten Staaten**] [Im Fall von Schuldverschreibungen, die von VCCI begeben werden, einfügen:** oder Kanadas**]** oder deren politischen

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, VCCI or VWGoAF 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

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 Fall von Schuldverschreibungen, die von VIF, VCCI oder VWGoAF 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 Fall von Schuldverschreibungen, die von VIF, VCCI oder VWGoAF 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 Schuldverschreibungen vorzeitig zurückzu-

[(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 den Wahl-Rückzahlungsbetrag/beträgen

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)	Call Redemption Amount(s)
[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**

zahlen, einfügen

(Call), wie nachstehend angegeben, nebst etwaigen bis zum Wahl-Rückzahlungstag (Call) (ausschließlich) aufgelaufenen Zinsen zurückzahlen. **[Bei Geltung eines Mindestrückzahlungsbetrages oder eines erhöhten Rückzahlungsbetrages einfügen:** Eine solche Rückzahlung muss in Höhe eines Nennbetrages von **[**mindestens **[Mindestrückzahlungsbetrag einfügen]] [erhöhter Rückzahlungsbetrag]** erfolgen.**]**

Wahl-Rückzahlungs-tag(e) (Call)	Wahl-Rückzahlungs-betrag/beträge (Call)
[Wahl-Rückzahlungs-tag(e) einfügen]	**[Wahl-Rückzahlungs-betrag/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

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 Redemption Amount(s)
[insert Put Redemption Dates(s)]	**[insert Put Redemption Amount(s)]**
[_____]	**[_____]**
[_____]	**[_____]**

[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.**]]**

Falls der Gläubiger ein Wahlrecht hat, die Schuldverschreibungen vorzeitig zu kündigen, einfügen:

[[(3)**][**(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.

Wahl-Rückzahlungstag(e) (Put)	Wahl-Rückzahlungsbetrag/beträge (Put)
[Wahl-Rückzahlungstag(e) einfügen]	**[Wahl-Rückzahlungsbetrag/beträge einfügen]**
[_____]	**[_____]**
[_____]	**[_____]**

[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.**]**

(b) 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.]

[[(4)**][**(5)**]***Early Redemption Amount.*

For purposes of § 9 and § 5(2), the Early Redemption Amount of a Note shall be its Final Redemption Amount.**]**

[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 Wertpapierkennnummer 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.**]**

[[(4)**][**(5)**]** *Vorzeitiger Rückzahlungsbetrag.*

Für die Zwecke des § 9 und des Absatzes (2) dieses § 5, entspricht der vorzeitige Rückzahlungsbetrag einer Schuldverschreibung dem Rückzahlungsbetrag.**]**

§ 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 [and Calculation Agent**]**:

Citibank, N.A.
Citigroup Centre
Canary Wharf
London E14 5LB
United Kingdom

[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

§ 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**]** anfänglich bezeichnete**[**n**]** Geschäftsstelle**[**n**]** laute**[**t**][**n**]** wie folgt:

Fiscal Agent **[**und**][**,**]** Zahlstelle **[**und Berechnungsstelle**]**:

Citibank, N.A.
Citigroup Centre
Canary Wharf
London E14 5LB
Vereinigtes Königreich

[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 Fall 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

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**]**.

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.

In the case of Notes denominated in CAD and settled in CDS insert:

The Issuer shall at all times maintain (i) so long as the Notes clear in CDS, a Paying Agent that is able to make payments to CDS in accordance with the rules and procedures of CDS, and (ii) if Definitive Notes are issued, a Paying Agent which may be the Fiscal Agent with a specified office in Toronto.

Im Fall von Schuldverschreibungen die auf CAD lauten und von CDS gehalten werden, einfügen:

Die Emittentin soll zu jeder Zeit (i) eine Zahlstelle, die in der Lage ist, Zahlungen an CDS gemäß der Vorschriften und Verfahren von CDS zu leisten, solange die Schuldverschreibungen in CDS gecleart werden, und (ii) wenn Einzelurkunden begeben werden, eine Zahlstelle, die der Fiscal Agent mit einer bezeichneten Geschäftsstelle in Toronto sein kann, behalten.

[in the case of Notes other than CAD Notes settled in CDS insert: For the 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).**]**

[im Fall von Schuldverschreibungen, die keine CAD Schuldverschreibungen sind, die von CDS gehalten werden, einfügen: 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) *Agent of the Issuer*. The Fiscal Agent**[**,**] [**and**] [**the Paying Agent**[**s**]]**

(3) *Erfüllungsgehilfe(n) der Emittentin.* Der Fiscal Agent**[**,**] [**und**]**

[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.

[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
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**] [in the case of Notes issued by VWGoAF insert:** the United States or**] [in the case of Notes issued by VCCI insert:** Canada or the United States or**]** Germany or any political subdivision or any authority thereof or therein having power to tax unless such withholding or deduction is required by law. If the Issuer is required by law to make any such withholding or deduction 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:

§ 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 Fall von Schuldverschreibungen, die von VIF begeben werden, einfügen:** den Niederlanden oder**] [Im Fall von Schuldverschreibungen, die von VWGoAF begeben werden, einfügen:** den Vereinigten Staaten oder**] [Im Fall von Schuldverschreibungen, die von VCCI begeben werden, einfügen:** Kanada oder die Vereinigten Staaten oder**]** Deutschland oder für deren Rechnung oder von oder für Rechnung einer politischen Untergliederung oder Steuerbehörde von oder in **[Im Fall von Schuldverschreibungen, die von VIF begeben werden, einfügen:** den Niederlanden oder**] [Im Fall von Schuldverschreibungen, die von VWGoAF begeben werden, einfügen:** den Vereinigten Staaten oder**] [Im Fall von Schuldverschreibungen, die von VCCI begeben werden, einfügen:** Kanada oder die Vereinigten Staaten oder**]** Deutschland auferlegt oder erhoben werden, es sei denn, ein solcher Einbehalt oder Abzug ist gesetzlich vorgeschrieben. Wenn die Emittentin gesetzlich dazu verpflichtet ist einen solchen Einbehalt oder Abzug vorzunehmen, 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) 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

(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) 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 VWGoAF insert:** the United States or**] [in the case of Notes issued by VCCI insert:** Canada 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 VWGoAF insert:** the United States or**] [in the case of Notes issued by VCCI insert:** Canada or the United States or**]** Germany; or

(b) wegen einer gegenwärtigen oder früheren persönlichen oder geschäftlichen Beziehung des Gläubigers zu **[Im Fall von Schuldverschreibungen, die von VIF begeben werden, einfügen:** den Niederlanden oder**] [Im Fall von Schuldverschreibungen, die von VWGoAF begeben werden, einfügen:** den Vereinigten Staaten oder**] [Im Fall von Schuldverschreibungen, die von VCCI begeben werden, einfügen:** Kanada oder die Vereinigten Staaten oder**]** Deutschland zu zahlen sind, und nicht allein deshalb, weil Zahlungen auf die Schuldverschreibungen aus Quellen in **[Im Fall von Schuldverschreibungen, die von VIF begeben werden, einfügen:** den Niederlanden oder**] [Im Fall von Schuldverschreibungen, die von VWGoAF begeben werden, einfügen:** den Vereinigten Staaten oder**] [Im Fall von Schuldverschreibungen, die von VCCI begeben werden, einfügen:** Kanada oder die Vereinigten Staaten oder**]** Deutschland stammen (oder für Zwecke der Besteuerung so behandelt werden) oder dort besichert sind; oder

(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:**

(c) aufgrund (i) einer Richtlinie oder Verordnung der Europäischen Union betreffend die Besteuerung von Zinserträgen, welche an eine natürliche Person oder an bestimmte juristische Personen, die als sonstige Einrichtungen (residual entities) bezeichnet werden ausgeschüttet werden oder (ii) einer zwischenstaatlichen

The Netherlands or**] [in the case of Notes issued by VWGoAF insert:** the United States or**]** [**in the case of Notes issued by VCCI insert:** Canada or the United States 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 December 23, 2005, as amended by the law of July 17, 2008, with respect to Luxembourg resident individuals; or (v) sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986 as amended (the "**Code**"), and any current or future U.S. Treasury regulations issued thereunder or official interpretations thereof or agreement thereunder or, any agreement entered into pursuant to Section 1471(b) of the Code, any applicable intergovernmental agreements entered into in connection with the implementation of the foregoing and any fiscal or regulatory legislation, rules or official practices adopted pursuant to ("**FATCA**"); or

Vereinbarung über deren Besteuerung, an der **[Im Fall von Schuldverschreibungen, die von VIF begeben werden, einfügen:** die Niederlande oder**] [Im Fall von Schuldverschreibungen, die von VWGoAF begeben werden, einfügen:** die Vereinigten Staaten oder**] [Im Fall von Schuldverschreibungen, die von VCCI begeben werden, einfügen:** Kanada oder die Vereinigten Staaten 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 (der "**Code**"), in seiner jeweils gültigen Fassung, und gegenwärtiger oder zukünftiger Regelungen oder seiner offiziellen Auslegungen oder von Verträgen gemäß Abschnitt 1471(b) des Codes, zwischenstaatlichen Verträgen, die im Zusammenhang mit der Umsetzung des vorstehenden geschlossen wurden und steuer- oder aufsichtsrechtliche Gesetze, Regelungen oder Verwaltungspraxis im Hinblick hierauf ("**FATCA**"); oder

(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

(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) are withheld or deducted by a Paying Agent from a payment if the payment could have been made by another Paying Agent

(e) von einer Zahlstelle einbehalten oder abgezogen werden, wenn die Zahlung von einer anderen Zahlstelle ohne den Einbehalt

		without such withholding or deduction**[**; or**][.]**			oder Abzug hätte vorgenommen werden können**[**; oder**][.]**
In the case of Notes issued by VCCI insert:	**[**(f)	are payable to the extent that such taxes would not have been imposed but for a Holder or a holder of a talon, receipt or coupon in respect of a Note: (i) not dealing at arm's length (within the meaning of the *Income Tax Act* (Canada)), with the Issuer or Guarantor, or (ii) the Holder of the Note or the holder of the talon, receipt or coupon in respect of the Note being, or not dealing at arm's length (within the meaning of the *Income Tax Act* (Canada)) with, at any time a "specified shareholder" of the Issuer as defined in subsection (18)(5) of the Income Tax Act (Canada); or**]**	**Im Fall von Schuld-verschrei-bungen, die von VCCI begeben werden, einfügen:**	**[**(f)	in dem Umfang zu zahlen sind, in dem solche Steuern nicht erhoben worden wären, wenn nicht ein Gläubiger oder ein Inhaber eines Talons, Rückzahlungsscheins oder Zinsscheins in Bezug auf die Schuldverschreibungen: (i) keine gleichberechtigten Geschäfte (*dealing at arm's length*) im Sinne des Kanadischen Einkommenssteuergesetzes (*Income Tax Act (Canada)*) mit der Emittentin oder Garantin tätigt, oder (ii) der Gläubiger der Schuldverschreibung oder der Inhaber des Talons, Rückzahlungsscheins oder Zinsscheins in Bezug auf die Schuldverschreibungen, der jederzeit ein "designierter Aktionär" der Emittentin, wie in Absatz (18)(5) des Kanadischen Einkommenssteuergesetzes (*Income Tax Act (Canada)*) definiert ist oder keine gleichberechtigten Geschäfte (*dealing at arm's length*) im Sinne des Kanadischen Einkommenssteuergesetzes (*Income Tax Act (Canada)*) mit designierten Anteilseignern tätigt; oder**]**
In the case of Notes issued by VWGoAF 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 (v) a passive investment company with respect to the United States; a foreign corporation which accumulates earnings to avoid United States Federal income tax; (w) a controlled foreign corporation with respect to the United States that is related to the Issuer through stock ownership; (x) a private foundation or other tax-exempt organisation with respect to the United States; (y) 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	**Im Fall von Schuld-verschrei-bungen, die von VWGoAF begeben werden einfügen:**	**[**(f)	von den Vereinigten Staaten aufgrund der Tatsache erhoben werden, dass ein Gläubiger oder wirtschaftlich Berechtigter (i) nicht in der Lage war, eine vollständige Befreiung 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 auf die Vereinigten Staaten, also eines 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

	Revenue Code; or (z) a bank receiving interest described in Section 881(c)(3)(A) of the Internal Revenue Code.**]**		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.**]**
In the case of Notes issued by VIF insert:	[(f) are payable by reason of the Dutch Withholding Tax Act 2021 (*Wet bronbelasting 2021*).]	**Im Fall von Schuld-verschreibungen, die von VIF begeben werden einfügen:**	[(f) aufgrund des Niederländischen Quellensteuergesetzes 2021 (*Wet bronbelasting 2021*) zahlbar sind.]
	§ 8 **PRESENTATION PERIOD**		**§ 8** **VORLEGUNGSFRIST**
	The presentation period provided in § 801 paragraph 1, sentence 1 *BGB* (German Civil Code) is reduced to ten years for the Notes.		Die in § 801 Absatz 1 Satz 1 BGB bestimmte Vorlegungsfrist wird für die Schuldverschreibungen auf zehn Jahre verkürzt.
	§ 9 **EVENTS OF DEFAULT**		**§ 9** **KÜNDIGUNG**
	(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:		(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) the Issuer fails to pay principal or interest within 30 days from the relevant due date, or		(a) die Emittentin Kapital oder Zinsen nicht innerhalb von 30 Tagen nach dem betreffenden Fälligkeitstag zahlt; oder
	(b) the Issuer fails duly to perform any other obligation arising from the Notes **[in the case of Notes issued by VIF, VCCI or VWGoAF insert:** or the Guarantor fails to perform any		(b) die Emittentin die ordnungsgemäße Erfüllung irgendeiner anderen Verpflichtung aus den Schuldverschreibungen **[falls die Schuldverschreibungen von**

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

VIF, VCCI oder VWGoAF 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) the Issuer **[in the case of Notes issued by VIF, VCCI or VWGoAF insert:** or the Guarantor**]** announces its inability to meet its financial obligations or ceases its payments, or

(c) die Emittentin **[falls die Schuldverschreibungen von VIF, VCCI oder VWGoAF begeben werden, einfügen:** oder die Garantin**]** ihre Zahlungsunfähigkeit bekannt gibt; oder

(d) a court opens bankruptcy or other insolvency proceedings against the Issuer **[in the case of Notes issued by VIF, VCCI or VWGoAF 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, VCCI or VWGoAF 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

(d) ein Gericht ein Konkurs- oder anderes Insolvenzverfahren gegen die Emittentin **[falls die Schuldverschreibungen von VIF, VCCI oder VWGoAF 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, VCCI oder VWGoAF 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) the Issuer **[in the case of Notes issued by VIF, VCCI or VWGoAF 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, VCCI or VWGoAF insert:** or the Guarantor, as the case may

(e) die Emittentin **[falls die Schuldverschreibungen von VIF, VCCI oder VWGoAF 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**

be,**]** in connection with this issue**[**, or**][.]**

Schuldverschreibungen von VIF, VCCI oder VWGoAF begeben werden, einfügen: oder die Garantin**]** im Zusammenhang mit diesen Schuldverschreibungen eingegangen ist**[**; oder**][.]**

In the case of Notes issued by VIF, VCCI or VWGoAF insert, if applicable:

[(f) the Guarantee ceases, for whatever reason, to be in full force and effect.**]**

Im Fall von Schuldverschreibungen, die von VIF, VCCI und VWGoAF begeben werden einfügen, wenn anwendbar:

[(f) die Garantie, gleich aus welchem Grund, nicht mehr in vollem Umfang rechtswirksam ist.**]**

The right to declare Notes due shall terminate if the situation giving rise to it has been cured before the right is exercised.

Das Kündigungsrecht erlischt, falls der Kündigungsgrund vor Ausübung des Rechts geheilt wurde.

(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)**][**(f)**]** 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.

(2) *Quorum.* Im Fall 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)**][**(f)**]** 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) *Notice.* Any notice, including any notice declaring Notes due, in accordance with subparagraph (1) above shall be made by means of a declaration in the German or English language delivered in text form 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.

(3) *Benachrichtigung.* Eine Benachrichtigung, einschließlich einer Kündigung der Schuldverschreibungen gemäß vorstehendem Absatz (1) ist in deutscher oder englischer Sprache gegenüber dem Fiscal Agent zu erklären und in Textform 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
SUBSTITUTION

In the case of Notes issued by VWAG, VIF and VCCI 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 or VCCI 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 assumes all obligations of the Issuer arising from or in connection with the Notes;

(b) the Substitute Debtor is in a position to fulfil all payment obligations arising from or in connection with the Notes in the Specified Currency without the necessity of any taxes or duties being withheld at source levied by the country or jurisdiction in which the Substitute Debtor is domiciled and to transfer all amounts which are required to be paid under the Notes to the Fiscal Agent without any restrictions;

(c) the Substitute Debtor undertakes to reimburse any Holder for such taxes, fees or duties which may be imposed upon such Holder as a consequence of assumption of the obligations of the Issuer by

[§ 10
ERSETZUNG

Im Fall von Schuld-verschrei-bungen, die von VWAG, VIF und VCCI 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 oder VCCI 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 alle Verpflichtungen der Emittentin aus oder im Zusammenhang mit diesen Schuldverschreibungen übernimmt;

(b) die Nachfolgeschuldnerin in der Lage ist, sämtliche sich aus oder im Zusammenhang mit diesen Schuldverschreibungen in der festgelegten Währung ergebenen Zahlungsverpflichtungen ohne die Notwendigkeit eines Einbehalts von irgendwelchen Steuern oder Abgaben an der Quelle zu erfüllen, erhoben in dem Land oder der Jurisdiktion, wo die Nachfolgeschuldnerin ihren Sitz hat, sowie die erforderlichen Beträge, welche unter den Schuldverschreibungen gezahlt werden sollen, ohne Beschränkungen an den Fiscal Agent übertragen können;

(c) die Nachfolgeschuldnerin sich verpflichtet in Übereinstimmung mit diesem § 10, jedem Gläubiger alle Steuern, Gebühren oder Abgaben zu erstatten, die dem Gläubiger in Folge der Ersetzung

the Substitute Debtor in accordance with this § 10;

(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) Volkswagen Group of America Finance, LLC **[in the case of CAD Notes settled in CDS insert:** or 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:

durch die Nachfolgeschuldnerin auferlegt werden;

(d) sichergestellt ist, dass sich die Verpflichtungen der **[Im Fall von Schuldverschreibungen, die von VWAG begeben werden, einfügen:** Emittentin**] [falls die Schuldverschreibungen von VIF oder VCCI 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 Volkswagen Group of America Finance, LLC **[im Fall von CAD Schuldverschreibungen, die von CDS gehalten werden, einfügen:** oder 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:
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);	**Im Fall von Schuld-verschrei-bungen, 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(1)(c) to (e) 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.**]**		(b) in § 9 Absatz (1)(c) bis (e) gilt eine alternative Bezugnahme auf die Emittentin in ihrer Eigenschaft als Garantin als aufgenommen (zusätzlich zu der Bezugnahme auf die Nachfolgeschuldnerin).**]**
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.**]**	**Im Fall von Schuld-verschrei-bungen, die von VIF 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 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.**]]**	**Im Fall von Schuld-verschrei-bungen, die von VCCI begeben werden, einfügen:**	**[**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).**]]**
	§ [10] [11] **FURTHER ISSUES, PURCHASES AND CANCELLATION**		**§ [10][11]** **BEGEBUNG WEITERER SCHULDVERSCHREIBUNGEN, ANKAUF UND ENTWERTUNG**
	(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.		(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) *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.

(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) *Cancellation.* All Notes redeemed in full shall be cancelled forthwith and may not be reissued or resold.

(3) *Entwertung.* Sämtliche vollständig zurückgezahlten Schuldverschreibungen sind unverzüglich zu entwerten und können nicht wiederbegeben oder wiederverkauft werden.

§ [11] [12]
AMENDMENT OF THE TERMS AND CONDITIONS, HOLDERS' REPRESENTATIVE[, AMENDMENT OF THE GUARANTEE]

§ [11] [12]
ÄNDERUNG DER ANLEIHEBEDINGUNGEN, GEMEINSAMER VERTRETER[, ÄNDERUNG DER GARANTIE]

(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 a majority resolution pursuant to sections 5 et seqq. SchVG. In particular, the Holders may consent to amendments which materially change the substance of the Terms and Conditions, including such measures as provided for under section 5 paragraph 3 of the SchVG by resolutions passed by such majority of the votes of the Holders as stated in subparagraph (2) below. Majority resolutions shall be binding on all Holders. 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.

(1) *Änderung der Anleihebedingungen*. Die Gläubiger können entsprechend den Bestimmungen des Gesetzes über Schuldverschreibungen aus Gesamtemissionen (Schuldverschreibungsgesetz – "**SchVG**") durch einen Mehrheitsbeschluss gemäß §§ 5 ff. SchVG über einen im SchVG zugelassenen Gegenstand eine Änderung der Anleihebedingungen mit der Emittentin vereinbaren. Die Gläubiger können insbesondere einer Änderung wesentlicher Inhalte der Emissionsbedingungen, einschließlich der in § 5 Absatz 3 SchVG vorgesehenen Maßnahmen durch Beschlüsse mit den in dem nachstehenden Absatz (2) genannten Mehrheiten zustimmen. Die Mehrheitsbeschlüsse der Gläubiger sind für alle Gläubiger gleichermaßen verbindlich. Ein 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) *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

(2) *Mehrheitserfordernisse*. Die Gläubiger entscheiden mit einer Mehrheit von **[**75**]** % der an der Abstimmung teilnehmenden Stimmrechte. Beschlüsse, durch welche der wesentliche Inhalt der

which do not relate to the matters listed in section 5(3), Nos. 1 to 9 of the SchVG require a simple majority of the votes cast.

Anleihebedingungen nicht geändert wird und die keinen Gegenstand der § 5 Absatz 3, Nr. 1 bis Nr. 9 des SchVG betreffen, bedürfen zu ihrer Wirksamkeit einer einfachen Mehrheit der an der Abstimmung teilnehmenden Stimmrechte.

(3) *Passing of resolutions.* The Holders can pass resolutions in a meeting (*Gläubigerversammlung*) in accordance with section 5 et seqq. of the SchVG or by means of a vote without a meeting (*Abstimmung ohne Versammlung*) in accordance with section 18 and section 5 et seqq. of the SchVG.

(3) *Beschlussfassung.* Die Gläubiger können Beschlüsse in einer Gläubigerversammlung gemäß §§ 5 ff. SchVG oder im Wege einer Abstimmung ohne Versammlung gemäß § 18 und § 5 ff. SchVG fassen

(4) *Meeting*. If resolutions of the Holders shall be made by means of a meeting the convening notice (*Einberufung*) will provide for further details relating to the resolutions and the voting procedure. The subject matter of the vote as well as the proposed resolutions shall be notified to the Holders together with the convening notice. **[In the case of Notes not denominated in CAD and settled in CDS insert:** Attendance at the meeting and exercise of voting rights is subject to the Holders' registration. The registration must be received at the address stated in the convening notice no later than the third day preceding the meeting. As part of the registration, Holders must demonstrate their eligibility to participate in the vote by means of a special confirmation of the Custodian in accordance with §**[**13**]**[14**][**(3)**][**(4)**]** hereof in text form and by submission of a blocking instruction by the Custodian stating that the relevant Notes are not transferable from and including the day such registration has been sent until and including the stated end of the meeting.**] [In the case of Notes denominated in CAD and settled in CDS insert:** As long as the Permanent Global Note is kept in custody by or on behalf of the Clearing System, a Holder's eligibility to participate in the vote should be determined in accordance with the rules and procedures of the Clearing System.**]**

(4) *Gläubigerversammlung*. Falls Beschlüsse der Gläubiger in einer Gläubigerversammlung gefasst werden, enthält die Bekanntmachung der Einberufung nähere Angaben zu den Beschlüssen und zu den Abstimmungsmodalitäten. Die Gegenstände und Vorschläge zur Beschlussfassung werden den Gläubigern mit der Bekanntmachung der Einberufung bekannt gemacht. **[Im Fall von Schuldverschreibungen die nicht auf CAD lauten und von CDS gehalten werden, einfügen:** Die Teilnahme an der Gläubigerversammlung und die Ausübung der Stimmrechte ist von einer vorherigen Anmeldung der Gläubiger abhängig. Die Anmeldung muss unter der in der Bekanntmachung der Einberufung mitgeteilten Adresse spätestens am dritten Tag vor der Gläubigerversammlung zugehen. Mit der Anmeldung müssen die Gläubiger ihre Berechtigung zur Teilnahme an der Abstimmung durch einen in Textform erstellten besonderen Nachweis der Depotbank gemäß §**[**13**]**[14**]** Absatz **[**(3)**][**(4)**]** und durch Vorlage eines Sperrvermerks der Depotbank, aus dem hervorgeht, dass die betreffenden Schuldverschreibungen ab dem Tag der Absendung der Anmeldung (einschließlich) bis zum angegebenen Ende der Gläubigerversammlung (einschließlich) nicht übertragbar sind, nachweisen.**] [Im Fall von Schuldverschreibungen die auf CAD lauten und von CDS gehalten werden, einfügen:** Solange die Dauerglobalurkunde von dem oder für das Clearing System verwahrt werden, sollte die Teilnahmeberechtigung eines Gläubigers an der Abstimmung in Übereinstimmung mit den Vorschriften

und Verfahren des Clearing Systems ermittelt werden.**]**

(5) *Vote without a meeting*. If resolutions of the Holders shall be made by means of a vote without a meeting the request for voting (*Aufforderung zur Stimmabgabe*) will provide for further details relating to the resolutions and the voting procedure. The subject matter of the vote as well as the proposed resolutions shall be notified to the Holders together with the request for voting. **[In the case of Notes not denominated in CAD and settled in CDS insert:** The exercise of voting rights is subject to the Holders' registration. The registration must be received at the address stated in the request for voting no later than the third day preceding the beginning of the voting period. As part of the registration, Holders must demonstrate their eligibility to participate in the vote by means of a special confirmation of the Custodian in accordance with §**[**13**][**14**][**(3)**][**(4)**]** hereof in text form and by submission of a blocking instruction by the Custodian stating that the relevant Notes are not transferable from and including the day such registration has been sent until and including the day the voting period ends.**] [In the case of Notes denominated in CAD and settled in CDS insert:** As long as the Permanent Global Note is kept in custody by or on behalf of the Clearing System, a Holder's eligibility to participate in the vote should be determined in accordance with the rules and procedures of the Clearing System.**]**

(5) *Abstimmung ohne Versammlung.* Falls Beschlüsse der Gläubiger im Wege einer Abstimmung ohne Versammlung gefasst werden, enthält die Aufforderung zur Stimmabgabe nähere Angaben zu den Beschlüssen und zu den Abstimmungsmodalitäten. Die Gegenstände und Vorschläge zur Beschlussfassung werden den Gläubigern mit der Aufforderung zur Stimmabgabe bekannt gemacht. **[Im Fall von Schuldverschreibungen die nicht auf CAD lauten und von CDS gehalten werden, einfügen:** Die Ausübung der Stimmrechte ist von einer vorherigen Anmeldung der Gläubiger abhängig. Die Anmeldung muss unter der in der Aufforderung zur Stimmabgabe mitgeteilten Adresse spätestens am dritten Tag vor Beginn des Abstimmungszeitraums zugehen. Mit der Anmeldung müssen die Gläubiger ihre Berechtigung zur Teilnahme an der Abstimmung durch einen in Textform erstellten besonderen Nachweis der Depotbank gemäß §**[**13**][**14**]** Absatz **[**(3)**][**(4)**]** und durch Vorlage eines Sperrvermerks der Depotbank, aus dem hervorgeht, dass die betreffenden Schuldverschreibungen ab dem Tag der Absendung der Anmeldung (einschließlich) bis zum letzten Tag des Abstimmungszeitraums (einschließlich) nicht übertragbar sind, nachweisen.**] [Im Fall von Schuldverschreibungen die auf CAD lauten und von CDS gehalten werden, einfügen:** Solange die Dauerglobalurkunde von dem oder für das Clearing System verwahrt werden, sollte die Teilnahmeberechtigung eines Gläubigers an der Abstimmung in Übereinstimmung mit den Vorschriften und Verfahren des Clearing Systems ermittelt werden.**]**

(6) *Second meeting*. If it is ascertained that no quorum exists for the meeting pursuant to § **[**11**][**12**]**(4) or the vote without a meeting pursuant to § **[**11**][**12**]**(5), in case of a meeting the chairman (*Vorsitzender*) may convene a second meeting in accordance with section 15 paragraph 3 sentence 2 of the SchVG or in case of a vote without a meeting the scrutineer (*Abstimmungsleiter*) may convene a second meeting within the meaning of section 15 paragraph 3 sentence 3 of

(6) *Zweite Versammlung*. Wird für die Gläubigerversammlung gemäß § **[**11**][**12**]** Absatz (4) oder die Abstimmung ohne Versammlung gemäß § **[**11**][**12**]** Absatz (5) die mangelnde Beschlussfähigkeit festgestellt, kann - im Fall der Gläubigerversammlung - der Vorsitzende eine zweite Versammlung im Sinne von § 15 Absatz 3 Satz 2 SchVG und - im Fall der Abstimmung ohne Versammlung - der Abstimmungsleiter eine zweite

	the SchVG. **[In the case of Notes not denominated in CAD and settled in CDS insert:** Attendance at the second meeting and exercise of voting rights is subject to the Holders' registration. The registration must be received at the address stated in the convening notice no later than the third day preceding the second meeting. As part of the registration, Holders must demonstrate their eligibility to participate in the vote by means of a special confirmation of the Custodian in accordance with § **[**13**][**14**][**(3)**][**(4)**]** hereof in text form and by submission of a blocking instruction by the Custodian stating that the relevant Notes are not transferable from and including the day such registration has been sent until and including the stated end of the meeting.**] [In the case of Notes denominated in CAD and settled in CDS insert:** As long as the Permanent Global Note is kept in custody by or on behalf of the Clearing System, a Holder's eligibility to participate in the vote should be determined in accordance with the rules and procedures of the Clearing System.**]**		Versammlung im Sinne von § 15 Absatz 3 Satz 3 SchVG einberufen. **[Im Fall von Schuldverschreibungen die nicht auf CAD lauten und von CDS gehalten werden, einfügen:** Die Teilnahme an der zweiten Versammlung und die Ausübung der Stimmrechte sind von einer vorherigen Anmeldung der Gläubiger abhängig. Die Anmeldung muss unter der in der Bekanntmachung der Einberufung mitgeteilten Adresse spätestens am dritten Tag vor der zweiten Versammlung zugehen. Mit der Anmeldung müssen die Gläubiger ihre Berechtigung zur Teilnahme an der Abstimmung durch einen in Textform erstellten besonderen Nachweis der Depotbank gemäß § **[**13**][**14**]** Absatz **[(**3**)][(**4**)]** und durch Vorlage eines Sperrvermerks der Depotbank, aus dem hervorgeht, dass die betreffenden Schuldverschreibungen ab dem Tag der Absendung der Anmeldung (einschließlich) bis zum angegebenen Ende der Gläubigerversammlung (einschließlich) nicht übertragbar sind, nachweisen.**] [Im Fall von Schuldverschreibungen die auf CAD lauten und von CDS gehalten werden, einfügen:** Solange die Dauerglobalurkunde von dem oder für das Clearing System verwahrt werden, sollte die Teilnahmeberechtigung eines Gläubigers an der Abstimmung in Übereinstimmung mit den Vorschriften und Verfahren des Clearing Systems ermittelt werden.**]**
If no Holders' Representative is designated in the Conditions, insert:	(7) *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.	**Falls kein gemeinsamer Vertreter in den Bedingungen bestellt wird, einfügen:**	(7) *Gemeinsamer Vertreter*. Die Gläubiger können durch Mehrheitsbeschluss zur Wahrnehmung ihrer Rechte einen gemeinsamen Vertreter für alle Gläubiger bestellen.
If the Holders' Representative is appointed in the Conditions, insert:	(7) *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**.**	**Im Fall der Bestellung des gemeinsamen Vertreters in den Bedingungen, einfügen:**	(7) *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.

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.

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.

(8) *Publication*. Any notices concerning this § **[**11**][**12**]** shall be made exclusively pursuant to the provisions of the SchVG.

(8) *Veröffentlichung*. Bekanntmachungen die diesen § **[**11**][**12**]** betreffen, erfolgen ausschließlich gemäß den Bestimmungen des SchVG.

In the case of Notes issued by VIF, VCCI or VWGoAF insert:

(9) *Amendment of the Guarantee*. The provisions set out above applicable to the Notes shall apply *mutatis mutandis* to the Guarantee of Volkswagen Aktiengesellschaft or any other guarantee provided in relation to the Notes.

Im Fall von Schuldverschreibungen, die von VIF, VCCI oder VWGoAF begeben werden, einfügen:

(9) *Änderung der Garantie*. Die oben aufgeführten auf die Schuldverschreibungen anwendbaren Bestimmungen finden sinngemäß auf die Garantie der Volkswagen Aktiengesellschaft sowie jede andere in Bezug auf die Schuldverschreibungen abgegebene Garantie Anwendung.

§ [12][13]
NOTICES

§ [12][13]
MITTEILUNGEN

In the case of Notes issued by VWAG insert:

[(1) *Publication*. 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

Im Fall von Schuldverschreibungen, die von VWAG begeben werden, einfügen:

[(1) *Bekanntmachung*. 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

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.**]**

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**.]**

In the case of Notes issued by VIF, VCCI or VWGoAF insert:

(1) *Publication.* **[In the case of Notes which are listed on a 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 denominated in CAD and settled in CDS:** Should Definitive Notes ever be issued, the Issuer shall publish all notices concerning the notes in a national Newspaper in Canada (expected to be the Globe and Mail). Any such notice shall be deemed to have been given on the date of the first publication or, if published more than once or on different dates, on the first date on which such publication is made.**]**

Falls die Schuld-verschrei-bungen von VIF, VCCI oder VWGoAF begeben werden, einfügen:

(1) *Bekanntmachung*. **[Im Fall von Schuldverschreibungen die an einer Börse notiert sind, einfügen:** 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 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.**] [Im Fall von Schuldverschreibungen die auf CAD lauten und von CDS gehalten werden, einfügen:** Sollten Einzelurkunden jemals begeben werden, dann soll die Emittentin alle Mitteilungen bezüglich der Schuldverschreibungen in einer nationalen Zeitung in Kanada (voraussichtlich die *Globe and Mail*) veröffentlichen. Jede einer solchen Mitteilung gilt am Tag der ersten Bekanntmachung oder, wenn sie öfter als einmal oder an verschiedenen Tagen veröffentlich wurde, am ersten Tag an dem diese Bekanntmachung geschah, als erfolgt.**]**

[(2)**]** *Notification to Clearing System.*

[(2)**]** *Mitteilungen an das 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.**]**

[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.**]**

[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

[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

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.**]**

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]
APPLICABLE LAW, PLACE OF JURISDICTION AND ENFORCEMENT

§ [13][14]
ANWENDBARES RECHT, GERICHTSSTAND[, ÄNDERUNGEN DER EMISSIONSBEDINGUNGEN UND GEMEINSAMER VERTRETER,] [UND] GERICHTLICHE GELTENDMACHUNG

(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.

(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.

(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 the district court (*Landgericht*) in 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.

(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.

In the case of Notes issued by VIF, VCCI or VWGoAF 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 district court (*Landgericht*) in Frankfurt am Main shall have exclusive jurisdiction for all judgments over contested resolutions

Im Fall von Schuldverschreibungen, die von VIF, VCCI oder VWGoAF begeben

[Das Amtsgericht Frankfurt am Main ist gemäß § 9 Absatz 3 SchVG zuständig für alle Verfahren nach §§ 9 Absatz 2, 13 Absatz 3 und 18 Absatz 2 SchVG und das Landgericht Frankfurt am Main ist gemäß § 20 Absatz 3 SchVG ausschließlich zuständig für Klagen im Zusammenhang mit der Anfechtung von Beschlüssen der Gläubiger.**]**

	by Holders in accordance with section 20 para. 3 of the SchVG.**]**	**werden, einfügen:**	
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 Holders in accordance with section 20 para. 3 of the SchVG.**]**	**Im Fall von Schuld-verschreibungen, die von VWAG begeben werden, einfügen:**	**[**Das Amtsgericht Wolfsburg ist gemäß § 9 Absatz 3 SchVG zuständig für alle Verfahren nach §§ 9 Absatz 2, 13 Absatz 3 und 18 Absatz 2 SchVG und das Landgericht Braunschweig ist gemäß § 20 Absatz 3 SchVG ausschließlich zuständig für Klagen im Zusammenhang mit der Anfechtung von Beschlüssen der Gläubiger.**]**
In the case of Notes issued by VIF, VCCI or VWGoAF 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.**]**	**Im Fall von Schuld-verschreibungen, die von VIF, VCCI oder VWGoAF begeben werden, einfügen:**	**[**(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.**]**
	[(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		**[**(3)**][**(4)**]** *Gerichtliche Geltendmachung.* Jeder Gläubiger von 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 diesen 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 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

	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.		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 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] LANGUAGE		**§ [14][15] SPRACHE**
If the Conditions shall be in the German language with an English language translation 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.**]**	**Falls die Emissionsbedingungen in deutscher Sprache mit einer Übersetzung in die englische 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.**]**
If the Conditions shall be in the English language with a German language translation insert:	**[**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.**]**	**Falls die Emissionsbedingungen in englischer Sprache mit einer Übersetzung in die deutsche Sprache abgefasst sind, einfügen:**	**[**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.**]**

If the Conditions shall be in the English language only insert:	**[**These Conditions are written in the English language only.**]**	**Falls die Emissionsbedingungen ausschließlich in deutscher Sprache abgefasst sind, einfügen:**	**[**Diese Emissionsbedingungen sind ausschließlich in deutscher Sprache abgefasst.**]**

GUARANTEE 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 Canada, Inc. / Crédit VW Canada, Inc.,

St. Laurent, Québec, Canada or

Volkswagen Group of America Finance, LLC

Herndon, Virginia, USA

(formed in Delaware)

(each an "**Issuer**" and together the "**Issuers**")

under the

€ 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 (the "**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 § 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 (the "**Negative Pledge**"). For the avoidance of doubt, this undertaking shall not apply to security provided in connection with asset backed securities issued by the Guarantor, or 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 Guarantee and Negative Pledge 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.

[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."

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 Guarantee and Negative Pledge 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 § 11/12 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 § 11/12 of 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 Guarantee and Negative Pledge is written in the German language and attached hereto is a non-binding English translation.

The original version of this Guarantee and Negative Pledge 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 Guarantee and Negative Pledge against the Guarantor shall be Frankfurt am Main.

On the basis of a copy of this Guarantee and Negative Pledge 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 Guarantee and Negative Pledge in any legal proceedings against the Guarantor or to which such Holder and the Guarantor are parties, without the need for production of this Guarantee and Negative Pledge in such proceedings.

Wolfsburg, May 6, 2020

VOLKSWAGEN AKTIENGESELLSCHAFT

We accept the terms of the above Guarantee and Negative Pledge without recourse, warranty or liability.

May 6, 2020

Citibank, N.A.

GARANTIE UND NEGATIVVERPFLICHTUNG

der

VOLKSWAGEN AKTIENGESELLSCHAFT,

Wolfsburg, Deutschland,

(die "**Garantin**")

zugunsten der Gläubiger von Schuldverschreibungen

(die "**Schuldverschreibungen**")

die von der

Volkswagen International Finance N.V.,

Amsterdam, Niederlande,

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

St. Laurent, Québec, Canada oder der

Volkswagen Group of America Finance, LLC

Herndon, Virginia, USA

(gegründet in Delaware)

(jeweils eine "**Emittentin**" und zusammen die "**Emittentinnen**")

im Rahmen des

€ 30.000.000.000 Debt Issuance Programmes

(das "**Programm**")

emittiert wurden

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 von der Garantin begebenen *asset-backed securities* (strukturierte Wertpapiere, die mit Vermögenswerten besichert sind) gestellt werden oder für *asset-backed securities*, die von einer Zweckgesellschaft begeben werden, und bei denen die Garantin die ursprüngliche 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 notiert, eingeführt oder gehandelt werden sollen 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 Negativverpflichtung und alle hierin enthaltenen Vereinbarungen sind ein Vertrag zu Gunsten der Gläubiger der Schuldverschreibungen als begünstigte Dritte gemäß § 328 Absatz 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 Nichterfüllung 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 § 11 bzw. § 12 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 § 11 bzw. § 12 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, 6. Mai 2020

VOLKSWAGEN AKTIENGESELLSCHAFT

Wir akzeptieren die Bestimmungen der vorstehenden Garantie ohne Obligo, Gewährleistung oder Rückgriff auf uns.

6. Mai 2020

CITIBANK, N.A.

FORM OF FINAL TERMS

MUSTER – ENDGÜLTIGE BEDINGUNGEN

[**MiFID II PRODUCT GOVERNANCE / PROFESSIONAL INVESTORS AND ECPS ONLY TARGET MARKET –** Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in Directive 2014/65/EU (as amended, "**MiFID II**"); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. [***Consider any negative target market***] Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels. For the avoidance of doubt, the Issuer is not a manufacturer or distributor for the purposes of MiFID II.][•]

[***MiFID II PRODUKTÜBERWACHUNGSPFLICHTEN / ZIELMARKT PROFESSIONELLE INVESTOREN UND GEEIGNETE GEGENPARTEIEN*** *– Die Zielmarktbestimmung im Hinblick auf die Schuldverschreibungen hat – ausschließlich für den Zweck des Produktgenehmigungsverfahrens* [*des/jedes*] *Konzepteurs – zu dem Ergebnis geführt, dass*: (*i*) *der Zielmarkt für die Schuldverschreibungen ausschließlich geeignete Gegenparteien und professionelle Kunden, jeweils im Sinne der Richtlinie 2014/65/EU* (*in der jeweils gültigen Fassung*, "***MiFID II***"), *umfasst und* (*ii*) *alle Kanäle für den Vertrieb der Schuldverschreibungen an geeignete Gegenparteien und professionelle Kunden angemessen sind*. [***Negativen Zielmarkt berücksichtigen***] *Jede Person, die in der Folge die Schuldverschreibungen anbietet, verkauft oder empfiehlt* (*ein* "***Vertriebsunternehmen***") *soll die Beurteilung des Zielmarkts* [*des/der*] *Konzepteur*[*s/e*] *berücksichtigen*; *jedoch ist ein Vertriebsunternehmen, welches MiFID II unterliegt, dafür verantwortlich, seine eigene Zielmarktbestimmung im Hinblick auf die Schuldverschreibungen durchzuführen* (*entweder durch die Übernahme oder durch die Präzisierung der Zielmarktbestimmung* [*des/der*] *Konzepteur*[*s/e*]) *und angemessene Vertriebskanäle zu bestimmen*. *Zur Klarstellung: Die Emittentin ist kein Konzepteur oder Vertriebsunternehmen für Zwecke der MiFID II.*][•]

[**SINGAPORE SECURITIES AND FUTURES ACT PRODUCT CLASSIFICATION** – Solely for the purposes of its obligations pursuant to sections 309B(1)(a) and 309B(1)(c) of the Securities and Futures Act (Chapter 289) of Singapore (the "**SFA**"), the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A of the SFA) that the Notes are ["prescribed capital markets products"]/[capital markets products other than "prescribed capital markets products"] (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018).]

[***PRODUKTKLASSIFIZIERUNG NACH DEM WERTPAPIER– UND FUTURES-GESETZ VON SINGAPUR*** *- Nur für Zwecke ihrer Verpflichtungen nach den Abschnitten 309B (1)(a) und 309B (1)(c) des Wertpapier- und Futures-Gesetzes (Kapitel 289) von Singapur (Securities and Futures Act (Chapter 289) of Singapore) in der jeweils gültigen Fassung ("**SFA**") hat die Emittentin festgelegt, und benachrichtigt hiermit allen relevanten Personen (wie in Abschnitt 309A des SFA bezeichnet), dass es sich bei den Schuldverschreibungen um ["bestimmte Kapitalmarktprodukte" ("prescribed capital markets products")] / ["andere Kapitalmarktprodukte als bestimmte Kapitalmarktprodukte ("prescribed capital markets products")] (gemäß der Definition in den Verordnungen über Wertpapiere und Futures (Kapitalmarktprodukte) 2018 (Securities and Futures (Capital Markets Products) Regulations 2018)) handelt.*]

[Date**]**
[*Datum****]***

Final Terms
Endgültige Bedingungen

[Volkswagen Aktiengesellschaft
*Legal Entity Identifier (LEI): [529900NNUPAGGOMPXZ31]***]**
[Volkswagen International Finance N.V.
*Legal Entity Identifier (LEI): [5299004PWNHKYTR23649]***]**
[VW Credit Canada, Inc. / Crédit VW Canada, Inc.
*Legal Entity Identifier (LEI): [5493008EKOD7VIY3LM85]***]**
[Volkswagen Group of America Finance, LLC
*Legal Entity Identifier (LEI): [5493002SQ1AVQBY41K40]***]**
[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 Canada, Inc. / Crédit VW Canada, Inc.
and/und
Volkswagen Group of America Finance, LLC

dated May 6, 2020
vom 6. Mai 2020

Issue Price: **[ ]** per cent.
*Ausgabepreis: **[ ]** %*

Issue Date: **[ ]**[3]
*Tag der Begebung: **[ ]***

Series No.: **[ ]**
*Serien Nr.: **[ ]***

[3] 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 8 (5) in conjunction with Article 25 (4) of Regulation (EU) 2017/1129 of the European Parliament and of the Council of June 14, 2017, as amended, and must be read in conjunction with the Debt Issuance Programme Prospectus pertaining to the Programme dated May 6, 2020 [and the supplement(s) dated [•]] (the "**Prospectus**"). 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.volkswagenag.com/en/InvestorRelations.html) 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.]

[These Final Terms have been prepared for the purpose of Article 8 (5) in connection with Article 25 (4) of Regulation (EU) 2017/1129 of the European Parliament and of the Council of June 14, 2017, as amended, and must be read in conjunction with the Debt Issuance Programme Prospectus pertaining to the Programme dated May 6, 2020 [and the supplement(s) dated [•]] (the "**Prospectus**") as well as **[**the Final Terms (the "**Original Final Terms**") and**]** the Terms and Conditions of the Notes (the "**Original Terms and Conditions**") **[in the case of Long-form Conditions insert:** (scheduled to these Final Terms)**]** set forth in the prospectus dated [May 2, 2014][May 2, 2013] (the "**Original Prospectus**"). The Terms and Conditions set out in the remainder of PART A have been extracted in whole from **[**PART A of the Original Final Terms**] [**the Original Terms and Conditions**]** and replace **[**PART A of the Final Terms**] [**the Terms and Conditions of the Notes**]** set out in the Prospectus in whole. **[**Capitalised terms used in the remainder of PART A but not otherwise defined therein shall have the meanings specified in the Original Terms and Conditions when used in the remainder of PART A.**]** Full information on the Issuer **[**, the Guarantor**]** and the issue of the Notes is only available on the basis of the combination of these Final Terms **[in the case of Long-form Conditions insert:** (including the Schedule hereto)**]**, the Prospectus including any supplements to the Prospectus and the Original Prospectus. The Original Prospectus, 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.volkswagenag.com/en/InvestorRelations.html**)** 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.]

Wichter Hinweis

*[Diese Endgültigen Bedingungen wurden für die Zwecke des Artikels 8 Absatz 5 in Verbindung mit Artikel 25 Absatz 4 der Verordnung (EU) 2017/1129 des Europäischen Parlaments und des Rates vom 14. Juni 2017, in der jeweils geltenden Fassung, abgefasst und sind in Verbindung mit dem Debt Issuance Programme Prospekt vom 6. Mai 2020 über das Programm [und [dem Nachtrag][den Nachträgen] dazu vom [•]] (der "**Prospekt**") 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.volkswagenag.com/de/InvestorRelations.html) eingesehen werden. Kopien sind erhältlich bei der Volkswagen Aktiengesellschaft. Vollständige Informationen sind nur verfügbar, wenn die Endgültigen Bedingungen, der Prospekt, etwaige Nachträge dazu zusammengenommen werden.]*

*[Diese Endgültigen Bedingungen wurden für die Zwecke des Artikels 8 Absatz 5 in Verbindung mit Artikel 25 Absatz 4 der Verordnung (EU) 2017/1129 des Europäischen Parlaments und des Rates vom 14. Juni 2017, in der jeweils geltenden Fassung, abgefasst und sind in Verbindung mit dem Debt Issuance Programme Prospekt vom 6. Mai 2020 über das Programm [und [dem Nachtrag][den Nachträgen] dazu vom [•]] (der "**Prospekt**") sowie mit **[**den Endgültigen Bedingungen (die "**Original-Endgültigen Bedingungen**") und**]** den Emissionsbedingungen (die "**Original-Emissionsbedingungen**") **[im Fall von nicht-konsolidierten Bedingungen einfügen:** (diesen Endgültigen Bedingungen als Anlage beigefügt)**]**, die im Prospekt vom [2. Mai 2014][2. Mai 2013] (der "**Original-Prospekt**") enthalten sind, zu lesen. Die in TEIL A nachfolgend aufgeführten Emissionsbedingungen sind insgesamt **[**TEIL A der Original-Endgültigen Bedingungen**] [**den Original-Emissionsbedingungen**]** entnommen und ersetzen insgesamt **[**den im Prospekt enthaltenen TEIL A der Endgültigen Bedingungen**] [**die im Prospekt enthaltenen Emissionsbedingungen**]. [**Begriffe, die in den Original-Emissionsbedingungen definiert sind, haben, falls die in TEIL A nachfolgend aufgeführten Emissionsbedingungen nicht etwas anderes bestimmen, die gleiche Bedeutung, wenn sie in den in TEIL A nachfolgend aufgeführten Emissionsbedingungen verwendet werden.**]** Vollständige Informationen über die Emittentin **[**, die Garantin**]** und über die Emission der Schuldverschreibungen sind nur in der Zusammenschau dieser Endgültigen Bedingungen **[im Fall von nicht-konsolidierten Bedingungen einfügen:** (einschließlich der Anlage)**]**, des Prospekts einschließlich etwaiger Nachträge zum Prospekt und des Original-Prospekts erhältlich. Der Original-Prospekt und 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.volkswagenag.com/de/InvestorRelations.html) eingesehen werden. Kopien sind erhältlich bei der Volkswagen Aktiengesellschaft. Vollständige Informationen sind nur verfügbar, wenn die Endgültigen Bedingungen, der Prospekt, etwaige Nachträge dazu zusammengenommen werden.]*

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 or Option II 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 oder Option II 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]

***[im Fall von Schuldverschreibungen mit variabler Verzinsung** hier betreffende Angaben der Option II (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] [Original Prospectus] as Option I or Option II 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] [Original-Prospekt] als Option I oder Option II 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**]** (the "**Terms and Conditions**") set forth in the [Prospectus] [Original-Prospectus] as **[**Option I**] [**Option II**]**. 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**]** Anwendung findet (die "**Emissionsbedingungen**"), zu lesen, die der als **[**Option I**] [**Option II**]** im [Prospekt] [Original-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 Conditions[4]
Sprache der Bedingungen

☐ German only
ausschließlich Deutsch

☐ English 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 *Festgelegte Währung*	**[ ]**
Aggregate Principal Amount *Gesamtnennbetrag*	**[ ]**
Specified Denomination[5] *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)[6] *Mindestnennbetrag für Übertragungen (angeben)*	**[ ]**
☐ **New Global Note**[7] ***New Global Note***	[Yes/No] *[Ja/Nein]*
☐ **Classical Global Note**[8] ***Classical Global Note***	[Yes/No] *[Ja/Nein]*

☐ **TEFRA C Rules**
TEFRA C Rules

☐ Permanent Global Note
Dauerglobalurkunde

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4 To be determined in consultation with the Issuer.
In Abstimmung mit der Emittentin festzulegen.

5 The minimum denomination of the Notes will be, if in €, € 100,000, or if in any currency other than €, in an amount in such other currency equivalent to € 100,000 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 € 100.000, 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 € 100.000 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.

6 Only applicable in case of Notes denominated in Renminbi.
Nur im Fall von Schuldverschreibungen, die in Renminbi denominiert sind anwendbar.

7 Complete for Notes kept in custody on behalf of the ICSDs.
Im Fall von Schuldverschreibungen, die im Namen der ICSDs verwahrt werden, ausfüllen.

8 Complete for Notes kept in custody on behalf of the ICSDs.
Im Fall von Schuldverschreibungen, die im Namen der ICSDs verwahrt werden, ausfüllen.

☐ **TEFRA D Rules**
TEFRA D Rules

Temporary Global Note exchangeable for Permanent Global Note
Vorläufige Globalurkunde austauschbar gegen Dauerglobalurkunde

Clearing System

☐ Clearstream Banking AG
☐ Clearstream Banking S.A.
☐ Euroclear Bank SA/NV
☐ CDS Clearing and Depository Services Inc.
☐ Other – specify
Sonstige (angeben)

Calculation Agent *Berechnungsstelle*	**[**Yes/No**]** ***[****Ja/Nein****]***

☐ Fiscal Agent

☐ [insert name and address of calculation agent, if not the Fiscal Agent] *[Falls Berechnungsstelle nicht der Fiscal Agent Name und Anschrift der Berechnungsstelle einfügen]*	**[ ]**

INTEREST (§ 3)
ZINSEN (§ 3)

Fixed Rate Notes
Festverzinsliche Schuldverschreibungen

Rate of Interest and Interest Payment Dates
Zinssatz und Zinszahlungstage

Rate of Interest *Zinssatz*	**[ ]** per cent. *per annum* ***[ ]*** *% per annum*
Interest Commencement Date *Verzinsungsbeginn*	**[ ]**
Fixed Interest Date(s) *Festzinstermin(e)*	**[ ]**
First Interest Payment Date *Erster Zinszahlungstag*	**[ ]**
Initial Broken Amount(s) (per Specified Denomination) *Anfängliche(r) Bruchteilzinsbetrag(-beträge) (für jede festgelegte Stückelung)*	**[ ]**
Fixed Interest Date preceding the Maturity Date *Festzinstermin, der dem Fälligkeitstag vorangeht*	**[ ]**
Final Broken Amount(s) (per Specified Denomination) *Abschließende(r) Bruchteilzinsbetrag(-beträge) (für jede festgelegte Stückelung)*	**[ ]**

Floating Rate Notes
Variabel verzinsliche Schuldverschreibungen

Interest Payment Dates
Zinszahlungstage

Interest Commencement Date *Verzinsungsbeginn*	[ ]
Specified Interest Payment Dates *Festgelegte Zinszahlungstage*	[ ]

Specified Interest Period(s) [ ] [weeks/months/other – specify]
Festgelegte Zinsperiode(n) *[ ] [Wochen/Monate/andere – angeben]*

Business Day Convention
Geschäftstagskonvention

☐ Modified Following Business Day Convention
Modifizierte-Folgender-Geschäftstag-Konvention

☐ FRN Convention (specify period(s)) [ ] [months/other–specify]
FRN Konvention (Zeitraum angeben) *[ ] [Monate/andere–angeben]*

☐ Following Business Day Convention
Folgender-Geschäftstag-Konvention

☐ Preceding Business Day Convention
Vorangegangener-Geschäftstag-Konvention

Business Day
Geschäftstag

☐ Financial Centre [insert all relevant Financial Centres]
Finanzzentrum *[alle relevanten Finanzzentren einfügen]*

☐ TARGET
TARGET

Rate of Interest
Zinssatz

☐ EURIBOR
EURIBOR

☐ Original Benchmark Rate [insert applicable number of months]
Ursprünglicher Benchmarksatz *[anwendbare Anzahl an Monaten angeben]*

☐ LIBOR
LIBOR

☐ Original Benchmark Rate [insert applicable number of months and Specified Currency]
Ursprünglicher Benchmarksatz *[anwendbare Anzahl an Monaten angeben und festgelegte Währung]*

☐ Reference Bank Rate [insert the day count basis that is customarily used for the Original Benchmark Rate in the Specified Currency]
Referenzbankensatz *[Zinstagequotienten der überlicherweise für den Ursprünglichen Benchmarksatz in der festgelegten Währung verwendet wird einsetzen]*

☐ Interest Determination Date [[first][second] London Business Day prior to the relevant commencement of the relevant Interest Period][first London Business Day of the relevant Interest Period]

Zinsfestsetzungstag | *[[ersten][zweiten] Londoner Geschäftstag vor Beginn der jeweiligen Zinsperiode][ersten Londoner Geschäftstag der jeweiligen Zinsperiode]*

☐ CDOR
CDOR

☐ Original Benchmark Rate | [insert applicable number of months]
Ursprünglicher Benchmarksatz | *[anwendbare Anzahl an Monaten angeben]*

☐ Reference Bank Rate | [insert the day count basis that is customarily used for the Original Benchmark Rate in the Specified Currency]
Referenzbankensatz | *[Zinstagequotienten der überlicherweise für den Ursprünglichen Benchmarksatz in der festgelegten Währung verwendet wird einsetzen]*

☐ Interest Period | [ ]
Zinsperiode | [ ]

☐ Interest Determination Date | [insert applicable number of Days and relevant location]
Zinsfestsetzungstag | *[Anzahl an Tagen und maßgeblichen Ort einfügen]*

☐ Other Reference Rate | [insert reference rate]
Anderer Referenzsatz | *[Referenzsatz einfügen]*

☐ Original Benchmark Rate | [insert applicable number of months, reference rate]
Ursprünglicher Benchmarksatz | *[anwendbare Anzahl an Monaten und Referenzsatz Angeben]*

☐ Reference Bank Rate | [insert the day count basis that is customarily used for the Original Benchmark Rate in the Specified Currency]
Referenzbankensatz | *[Zinstagequotienten der überlicherweise für den Ursprünglichen Benchmarksatz in der festgelegten Währung verwendet wird einsetzen]*

☐ Rounding Provision | [ ]
Rundungsregel | [ ]

☐ Screen Page | [insert administrator and Screen Page]
Bildschirmseite | *[Administrator und Bildschirmseite einfügen]*

☐ Interest Determination Date | [insert applicable number of Days and relevant location]
Zinsfestsetzungstag | *[Anzahl an Tagen und maßgeblichen Ort einfügen]*

Benchmark Event prior to the commencement of the first Interest Period (§ 3(4)(b))	[Original Benchmark Rate on the Screen Page on the last day preceding the Interest Determination Date on which such Original Benchmark Rate was displayed] [[●] % *per annum*]
Benchmark-Ereignis vor Beginn der ersten Zinsperiode (§ 3(4)(b))	*[Ursprünglicher Benchmarksatz auf der Bildschirmseite an dem letzten Tag vor dem* Zinsfestsetzungstag*, an dem dieser Ursprüngliche Benchmarksatz angezeigt wurde] [[●] % per annum]*

Margin [[ ] per cent. *per annum*]
[Not applicable]
Marge [*[ ] % per annum*]
[*Nicht anwendbar*]

☐ plus
plus

☐ minus
minus

Day Count Fraction[9]
Zinstagequotient

☐ Actual/Actual (ICMA)[10]

☐ Actual/Actual (ICMA 251)

☐ annual interest payments (excluding the case of short or long coupons)
jährlichen Zinsperioden (ausschließlich des Falls von kurzen oder langen Kupons)

☐ annual interest payments (including the case of short coupons)
jährlichen Zinsperioden (einschließlich des Falls von kurzen Kupons)

☐ Calculation Period is equal to or shorter than the Interest Period during which it falls (including in the case of short coupons)
Zinsberechnungszeitraum ist kürzer als die Zinsperiode, in die der Zinsberechnungszeitraum fällt, oder entspricht ihr (einschließlich im Falle eines kurzen Kupons)

☐ Calculation Period is longer than one Interest Period (long coupon)
Zinsberechnungszeitraum ist länger als eine Zinsperiode (langer Kupon)

☐ Interest Period[11]
Zinsperiode

Deemed Interest Payment Date [ ]
Fiktiver Zinszahlungstag

☐ Actual/365 (Fixed)

☐ Actual/365 (Sterling)

☐ Actual/Actual ISDA

☐ Actual/360

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[9] Complete for all Notes.
Für alle Schuldverschreibungen auszufüllen.

[10] In the case of first/last short or long Interest Periods insert appropriate Actual/Actual (ICMA 251) method.
Bei ersten/letzten langen oder kurzen Zinsperioden entsprechende Actual/Actual (ICMA 251) Berechnungsmethode angeben.

[11] Not applicable in the case of Actual/Actual (ICMA 251) with annual interest payments (excluding the case of short or long coupons).
Nicht anwendbar bei Actual/Actual (ICMA 251) mit jährlichen Zinsperioden (ausschließlich des Falls von kurzen oder langen Kupons).

☐ 30/360

☐ 30E/360 (Eurobond Basis)

☐ Actual/Actual Canadian Compound Method

☐ Other

PAYMENTS (§ 4)
ZAHLUNGEN (§ 4)

Payment Business Day
Zahlungstag

☐ TARGET [ ]
TARGET

☐ Relevant Financial Centre(s) (specify all) [ ]
Relevante Finanzzentren (alle angeben)

Calculation Agent for RMB denominated Notes[12] [Fiscal Agent][specify]
Berechnungsstelle für RMB denominierte Schuldverschreibungen [*Fiscal Agent*][*einfügen*]

REDEMPTION (§ 5)
RÜCKZAHLUNG (§ 5)

Final Redemption
Rückzahlung bei Endfälligkeit

Maturity Date [ ]
Fälligkeitstag
Redemption Month [ ]
Rückzahlungsmonat

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 [ ]
Höherer Rückzahlungsbetrag

Call Redemption Date(s) [ ]
Wahlrückzahlungstag(e) (Call)

Call Redemption Amount(s) [ ]
Wahlrückzahlungsbetrag/-beträge (Call)

Minimum Notice[13] [ ]
Mindestkündigungsfrist

Maximum Notice [ ]
Höchstkündigungsfrist

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[12] Only applicable in case of Notes denominated in Renminbi.
Nur im Fall von Schuldverschreibungen, die in Renminbi denominiert sind anwendbar.

[13] Euroclear requires a minimum notice period of 5 days.
Euroclear verlangt eine Mindestkündigungsfrist von 5 Tagen.

Early Redemption at the Option of a Holder [Yes/No]
Vorzeitige Rückzahlung nach Wahl des Gläubigers *[Ja/Nein]*

Put Redemption Date(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) *[ ] Tage*

THE FISCAL AGENT [,] [AND] [THE PAYING AGENT[S]] [AND THE CALCULATION AGENT](§6)
DER FISCAL AGENT [,] [UND] [DIE ZAHLSTELLE[N]] [UND DIE BERECHNUNGSSTELLE] (§ 6)

Calculation Agent/specified office[14] [ ]
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)

EVENTS OF DEFAULT (§9)[15]
KÜNDIGUNG (§9)

☐ Guarantee ceases to be effective
Unwirksamkeit der Garantie

AMENDMENT OF THE TERMS AND CONDITIONS; HOLDERS' REPRESENTATIVE[, AMENDMENT OF THE GUARANTEE] [(§ 11)]
ÄNDERUNG DER ANLEIHEBEDINGUNGEN, GEMEINSAMER VERTRETER[, ÄNDERUNG DER GARANTIE] [(§ 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 Gläubiger

☐ 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)*

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[14] Not to be completed if Fiscal Agent is to be appointed as Calculation Agent.
Nicht auszufüllen, falls Fiscal Agent als Berechnungsstelle bestellt werden soll.

[15] Do not apply in case of tap issues.
Nicht anwendbar im Falle von Aufstockungen.

NOTICES ([§ 12])
MITTEILUNGEN ([§ 12])

Place and medium of publication
Ort und Medium der Bekanntmachung

☐ Germany (Federal Gazette)
Deutschland (Bundesanzeiger)

☐ 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]

APPLICABLE LAW, PLACE OF JURISDICTION AND ENFORCEMENT (§ [13][14])
ANWENDBARES RECHT, GERICHTSSTAND UND GERICHTLICHE GELTENDMACHUNGMITTEILUNGEN (§ [13][14])

Applicable Law
Anwendbares Recht

☐ The Notes, as to form and content, and all rights and obligations of the Holders and the Issuer, shall be governed by German law.
Form und Inhalt der Schuldverschreibungen, sowie die Rechte und Pflichten der Gläubiger und der Emittentin bestimmen sich in jeder Hinsicht nach deutschem Recht.

☐ The Notes, including all rights and obligations of the Holders and the Issuer, shall be governed by German law.
Die Schuldverschreibungen, einschließlich die Rechte und Pflichten der Gläubiger und der Emittentin unterliegen in jeder Hinsicht deutschem Recht.

Part II.: ADDITIONAL INFORMATION[16]

Teil II.: ZUSÄTZLICHE INFORMATIONEN

A. Essential Information
Grundlegende Angaben

Interests of natural and legal persons involved in the issue
Interessen von Seiten natürlicher und juristischer Personen, die an der Emission beteiligt sind

[specify interests of natural and legal persons material to the issue, if known to the Issuer and not already disclosed]
[*Interessen von natürlichen und juristischen Personen, die wesentlich für die Emission und nicht bereits veröffentlicht sind, hier angeben*]

Use of Proceeds
Zweckbestimmung der Erlöse

[specify reasons for the issue, if different from general financing purposes of the Volkswagen Group]
[Gründe für die Emission einfügen, sofern nicht der allgemeinen Unternehmensfinanzierung der Volkswagen Gruppe dienend]

[If applicable, insert and adjust/complete: [An amount equivalent to the net proceeds] [The net proceeds] of the [Green Senior Unsecured Bonds] ("**Green Bond**") will be used exclusively to finance Eligible Projects as described below.

Until the maturity of the Notes, in case of divestment or cancellation of an allocated Eligible Project, or if an allocated project no longer meets the eligibility criteria, the Issuer commits to reallocate the proceeds to other Eligible Projects depending on availability.[ ]]

*[Falls einschlägig, einfügen und anpassen bzw. vervollständigen: [Ein Betrag, der den Nettoerlösen] [Die Nettoerlöse] der [Green Senior Unsecured Bonds] ("**Green Bond**") [entspricht,] [wird][werden] ausschließlich verwendet, um Qualifizierte Projekte (wie nachfolgend beschrieben) zu finanzieren.*

Im Falle der Veräußerung oder des Entfalls eines zugeteilten Qualifizierten Projekts oder falls ein zugeteiltes Qualifiziertes Projekt nicht mehr den Zuteilungskriterien entspricht, verpflichtet sich die Emittentin, bis zur Fälligkeit der Schuldverschreibungen, die Erträge anderen Qualifizierten Projekten, abhängig von deren Verfügbarkeit, neu zuzuteilen.[ ]]

Estimated net proceeds *Geschätzter Nettobetrag der Erträge*	[ ]
Estimated total expenses related to the admission to trading *Geschätzte Gesamtkosten für die Zulassung zum Handel*	[ ]

[16] There is no obligation to complete Part B of the Final Terms in its entirety, provided that such Notes will not be listed on any regulated market within the EEA or in the UK. To be completed in consultation with the Issuer.
Es besteht keine Verpflichtung, Teil B der Endgültigen Bedingungen vollständig auszufüllen, sofern diese Schuldverschreibungen nicht an einem geregelten Markt innerhalb des EWR oder im UK zum Handel zugelassen werden. In Absprache mit der Emittentin auszufüllen.

Eurosystem eligibility
EZB-Fähigkeit

☐ Intended to be held in a manner which would allow Eurosystem eligibility (NGN)[17] [Yes/No]
Soll in EZB-fähiger Weise gehalten werden (NGN) *[Ja/Nein]*

[Yes. Note that the designation "Yes" simply means that the Notes are intended upon issue to be deposited with one of the ICSDs as common safekeeper and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]

[No. Whilst the designation is specified as "No" at the date of these Final Terms, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them the Notes may then be deposited with one of the ICSDs as common safekeeper. Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]

[*Es wird darauf hingewiesen, dass die Bestimmung "Ja" lediglich bedeutet, dass die Schuldverschreibungen nach Begebung bei einem der ICSDs als gemeinsamer Verwahrer verwahrt werden. "Ja" bedeutet nicht notwendigerweise, dass die Schuldverschreibungen als geeignete Sicherheit im Sinne der Währungspolitik des Eurosystems und der taggleichen Überziehungen (intra-day credit operations) des Eurosystem entweder nach Begebung oder zu einem Zeitpunkt während ihrer Existenz anerkannt werden. Eine solche Anerkennung wird vom Urteil der EZB abhängen, dass die Eurosystemfähigkeitskriterien erfüllt werden.*]

[*Während die Bestimmung am Tag dieser Endgültigen Bedingungen mit "Nein" festgelegt wurde, können sich die Eurosystemfähigkeitskriterien für die Zukunft derart ändern, dass die Schuldverschreibungen fähig sein werden, diese einzuhalten. Die Schuldverschreibungen können dann bei einem der ICSDs als gemeinsamer Verwahrer verwahrt werden. Es wird darauf hingewiesen, dass dies nicht notwendigerweise bedeutet, dass die Schuldverschreibungen als geeignete Sicherheit im Sinne der Währungspolitik des Eurosystems und der taggleichen Überziehungen (intra-day credit operations) des Eurosystem entweder nach Begebung oder zu einem Zeitpunkt während ihrer Existenz anerkannt werden. Eine solche Anerkennung wird vom Urteil der EZB abhängen, dass die Eurosystemfähigkeitskriterien erfüllt werden.*]

☐ Intended to be held in a manner which would allow Eurosystem eligibility (CBF) [18]
Soll in EZB-fähiger Weise gehalten werden (CBF)

[Note that the ticked box means that the Notes are intended upon issue to be deposited with Clearstream Banking AG, Frankfurt and that this does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]

[Es wird darauf hingewiesen, dass das Häkchen in dem Kästchen bedeutet, dass die Schuldverschreibungen nach ihrer Begebung von Clearstream Banking AG, Frankfurt verwahrt werden und dass dies nicht notwendigerweise bedeutet, dass die Schuldverschreibungen nach ihrer Begebung, zu irgendeinem Zeitpunkt während ihrer Laufzeit oder während ihrer gesamten Laufzeit als geeignete Sicherheit im Sinne der Währungspolitik des Eurosystems und der taggleichen Überziehungen (intra-day credit operations) des Eurosystem anerkannt werden. Eine solche Anerkennung wird vom Urteil der EZB abhängen, dass die Eurosystemfähigkeitskriterien erfüllt werden.]

☐ Not applicable (CGN)[19]
Nicht anwendbar (CGN)

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[17] Only applicable for Notes in NGN form. Select "Yes" if the Notes are to be kept in custody by an ICSD as common safekeeper. Select "No" if the Notes are to be kept in custody by the common service provider as common safekeeper.
Nur bei Schuldverschreibungen in Form einer NGN anwendbar. "Ja" wählen, falls die Schuldverschreibungen von einem ICSD als common safekeeper gehalten werden sollen. "Nein" wählen, falls die Schuldverschreibungen vom common service provider als common safekeeper gehalten werden sollen.

[18] Select if the Notes are intended upon issue to be deposited with Clearstream Banking AG, Frankfurt.
Wählen, falls die Schuldverschreibungen nach ihrer Begebung von Clearstream Banking AG, Frankfurt verwahrt werden sollen.

[19] Select if the Notes are in CGN form.
Wählen, falls die Schuldverschreibungen in Form einer CGN begeben werden.

B. Information concerning the securities to be admitted to trading
Informationen über die zum Handel zuzulassenden Wertpapiere

Securities Identification Numbers
Wertpapier-Kenn-Nummern

[Temporary] Common Code *[Vorläufiger] Common Code*	[ ]
[Temporary] ISIN *[Vorläufige] ISIN*	[ ]
[Temporary] CUSIP *[Vorläufige] CUSIP*	[ ]
[Temporary] German Securities Code *[Vorläufige] Deutsche Wertpapier-Kenn-Nummer (WKN)*	[ ]
[[Financial Instrument Short Name (FISN)][20] *[Emittenten – und Instrumenten- Kurzname (FISN)]*	[ ]
[Classification of Financial Instrument Code (CFI Code)][21] *[Klassifizierungscode von Finanzinstrumenten (CFI Code)]*	[ ]
Any other securities number *Sonstige Wertpapierkennnummer*	[ ]

Yield[22] **[ ]**
Rendite

Method of calculating the yield
Berechnungsmethode 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 Methode ermittelt die Effektivverzinsung von Schuldverschreibungen unter Berücksichtigung der täglichen Stückzinsen.

☐ [specify other method to calculate the yield]
[Andere Methoden zur Berechnung der Rendite angeben]

Representation of debt security holders including an identification of the organisation representing the investors and provisions applying to such representation. Indication of the website investors may have free access to the contracts relating to these forms of representation	[Not applicable] [specify details, including an identification of the organisation representing the investors, provisions applying to such representation and an indication of the website investors may have free access to the contracts relating to these forms of representation]
Vertretung der Inhaber von Nichtdividendenwerten unter Angabe der die Anleger vertretenden Organisation und der auf die Vertretung anwendbaren Bestimmungen. Angabe der Website, auf der die Öffentlichkeit kostenlos die Verträge einsehen kann, die diese Vertretung regeln	*[Nicht anwendbar]* *[Einzelheiten einfügen, Einzelheiten der die Anleger vertretenden Organisation, der auf die Vertretung anwendbaren Bestimmungen und Website, auf der die Öffentlichkeit kostenlos die Verträge einsehen kann, die diese Vertretung regeln, einfügen]*

[20] If the FISN is not required or requested, it should be specified to be "Not Applicable".
Wenn der FISN nicht notwendig oder gefordert ist, sollte angegeben werden, dass er "Nicht anwendbar" ist.

[21] If the CFI Code is not required or requested, it should be specified to be "Not Applicable".
Wenn der CFI Code nicht notwendig oder gefordert ist, sollte angegeben werden, dass er "Nicht anwendbar" ist.

[22] Only applicable for Fixed Rate Notes.
Gilt nur für festverzinsliche Schuldverschreibungen.

If different from the Issuer, the identity and contact details of the person asking for admission to trading, including the legal entity identifier (LEI) where the person has legal personality	[Not applicable] [specify details]
Sofern die die Zulassung zum Handel beantragende Person nicht dieselbe Person wie der Emittent ist, Angabe der Identität und der Kontaktdaten dieser Person, einschließlich der Rechtsträgerkennung (LEI), falls die Person Rechtspersönlichkeit hat	*[Nicht anwendbar]* *[Einzelheiten einfügen]*

Selling Restrictions
Verkaufsbeschränkungen

The Selling Restrictions set out in the Prospectus shall apply.
Es gelten die im Basisprospekt wiedergegebenen Verkaufsbeschränkungen.

☐ TEFRA C Rules
TEFRA C Rules

☐ TEFRA D Rules
TEFRA D Rules

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 Notierungsaufnahme***	**[Yes/No]** ***[Ja/Nein]***
☐	Luxembourg Regulated Market *Luxemburg Regulierter Markt*	
☐	Other Stock Exchanges *Andere Wertpapierbörsen*	**[ ]** ***[ ]***
☐	No Listing *Kein Listing*	

Expected Date of admission **[ ]**
Erwarteter Termin der Zulassung

E. Additional Information
Zusätzliche Informationen

Rating[23] **[not applicable]**
Rating ***[nicht anwendbar]***

[The **[**Programme has**][**Issuer has**][**Notes to be issued have**]** been rated by:

[*Das Programm wurde***][***Die Emittentin wurde***][***Die zu begebenden Schuldverschreibungen wurden***]** *von*:

[*S&P*: **[ ]]**

[*Moody's*: **[ ]]**

[*Fitch*: **[ ]]**

[[Others**]**: **[ ]]**
[[Andere**]**: **[ ]]**
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**][**United Kingdom**]** but a European Union affiliate has applied for registration under Regulation (EC) No 1060/2009 of the European Parliament and of the Council of September 16, 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***][***im Vereinigten Königreich***]**, *aber eine europäische Tochtergesellschaft hat 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 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 Ratingagentur angeben***]** *abgegeben wurden) durch die zuständige Aufsichtsbehörde noch nicht zugestellt wurde*.**]**

[is established in the European Union or United Kingdom and has applied for registration under Regulation (EC) No 1060/2009 of the European Parliament and of the Council of September 16, 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 oder im Vereinigten Königreich 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][or in the][United Kingdom]] 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 September 16, 2009, as amended, on credit rating agencies.**]]**

[[*nicht***] [***in der Europäischen Union***][**oder**][***im Vereinigten Königreich***]** *und* **[***ist***][***ist nicht***] [***(gemäß der Liste der registrierten und zertifizierten Kreditratingagenturen, veröffentlicht auf der Internetseite der European Securities*

[23] If the Notes are rated on an individual basis, insert. Insert rating of issuer if Notes are not rated on an individual basis. Insert brief explanation of the meaning of ratings, if this has previously been published by the rating provider.
Wenn ein Einzelrating für die Schuldverschreibungen vorliegt, dieses angeben. Wenn kein Einzelrating für die Schuldverschreibungen vorliegt, das Rating der Emittentin angeben. Kurze Erläuterung der Bedeutung des Ratings einfügen, wenn sie erst unlängst von der Ratingagentur erstellt wurden.

*and Markets Authority (www.esma.europa.eu))***]** *gemäß der Verordnung (EG) Nr. 1060/2009 über Ratingagenturen, in ihrer jeweils gültigen Fassung, registriert.***]]]**

Registration of the Administrator pursuant to the Benchmarks Regulation ***Registrierung des Administrators gemäß der Benchmark-Verordnung***[24]	
Benchmark	**[insert name of the Benchmark]**
Benchmark	***[Namen der Benchmark einfügen]***
Benchmark Administrator	**[insert name of the Administrator]**
Administrator der Benchmark	***[Namen des Administrators einfügen]***
Registration of the Benchmark Administrator in the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority ("**ESMA**") pursuant to Article 36 of Regulation (EU) 2016/1011 of the European Parliament and of the Council of June 8, 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds and amending Directives 2008/48/EC and 2014/17/EU and Regulation (EU) No 596/2014 (the "**Benchmarks Regulation**")	**[**Applicable**] [**Not applicable**] [**As far as the Issuer is aware, **[[insert benchmark]** does not fall within the scope of the Benchmarks Regulation by virtue of Article 2 of the Benchmarks Regulation**] [**the transitional provisions in Article 51 of the Benchmarks Regulation apply**]**, such that **[insert name of administrator]** is not currently required to obtain **[insert in case relevant administrator is located within the EEA or the UK:** authorisation or registration**] [insert in case relevant administrator is located outside the EEA and the UK:** recognition, endorsement or equivalence**].]**
*Eintragung des Benchmark-Administrators in das von der Europäischen Wertpapier- und Marktaufsichtsbehörde ("**ESMA**") gemäß Artikel 36 der Verordnung (EU) 2016/1011 des Europäischen Parlaments und des Rates vom 8. Juni 2016 über Indizes, die bei Finanzinstrumenten und Finanzkontrakten als Referenzwert oder zur Messung der Wertentwicklung eines Investmentfonds verwendet werden, und zur Änderung der Richtlinien 2008/48/EG und 2014/17/EU sowie der Verordnung (EU) Nr. 596/2014 (die "**Benchmark-Verordnung**") erstellte und geführte Register der Administratoren*	***[****Zutreffend****] [****Nicht zutreffend****] [****Nach Kenntnis der Emittentin****] [****fällt ****[Benchmark einfügen]*** *aufgrund von Artikel 2 der Benchmark-Verordnung nicht in den Anwendungsbereich der Benchmark-Verordnung****] [****gelten die Übergangsbestimmungen nach Artikel 51 der Benchmark-Verordnung****]****, weshalb für ****[Namen des Administrators einfügen]*** *derzeit keine* ***[einfügen, wenn der betreffende Administrator innerhalb des EWR oder im UK ansässig ist:*** *Zulassungs- oder Registrierungspflicht****] [einfügen, wenn der betreffende Administrator außerhalb des EWR und des UK ansässig ist:*** *Anerkennungs-, Übernahme- oder*

[24] Insert only in case of Floating Rate Notes.
Nur im Fall von variabel verzinslichen Schuldverschreibungen einfügen.

*Gleichwertigkeitspflicht**]***
*besteht.**]***

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 Canada, Inc. / Crédit VW Canada, Inc.
(as Issuer)
(als *Emittentin*)]

[Volkswagen Group of America Finance, LLC]
(as Issuer)
(als *Emittentin*)]

USE OF PROCEEDS

Except as otherwise provided in the applicable Final Terms, the net proceeds from each issue of Notes will be used for general financing purposes of the Volkswagen Group.

If, in respect of any particular issue, there is a particular identified use of proceeds, this will be stated in the applicable Final Terms.

TAXATION

The following is a general overview of certain German, Dutch, US and Canadian tax consequences of the acquisition and ownership of Notes. This overview 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 overview only provides very general information on the possible tax treatment. In particular, this overview does not consider any specific facts or circumstances that may apply to a particular investor. This overview is based on the laws of Germany, The Netherlands, the United States of America and Canada currently in force and as applied on the date of this Prospectus. These laws are subject to change, possibly with retroactive or retrospective effect.

POTENTIAL INVESTORS 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 AND THE LAWS OF CANADA AND EACH COUNTRY OF WHICH THEY ARE RESIDENTS.

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 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 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, qualify as positive or negative savings income in terms of section 20 para 2 sentence 1 no 7 ITA. If similar Notes kept or administered in the same custodial account have been acquired at different points in time, the Notes first acquired will be deemed to have been sold first for the purposes of determining the capital gains. 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 interest claims are disposed of separately (i.e. without the Notes), the proceeds from the sale are subject to taxation. The same applies to proceeds from the payment of interest claims if the Notes have been disposed of separately. 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.

However, if the losses result from the full or partial non-recoverability of the repayment claim under the Notes including a default of the Issuer or a (voluntary) waiver, an off-set against other investment income of the same year and, in the case of a loss carry forward, against other investment income of future years, is only possible up to an amount of €10,000 per year (the "**Limitation on Loss Deduction**"). Pursuant to the legislative reasoning, a non-recoverability shall also be assumed if, based on the overall assessment of the facts and circumstances, it becomes apparent that the Issuer will not redeem the Notes in full, e.g. because the solvency risk has already materialised. Pursuant to a draft tax decree, the tax authorities take the view that losses resulting from full or partial non-recoverability of the repayment claim cannot be offset against capital gains realised upon sale of shares or profits from forward transactions (*Termingeschäfte*). However, such interpretation of the law seems to contradict the wording of the law. Given the Limitation on Loss Deduction will not be applied by the German Disbursing

Agent holding the Notes in custody, investors suffering losses which are subject to the Limitation on Loss Deduction are required to declare such losses in their income tax return.

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 kept or administered 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 had been transferred from a non-EU custodial account prior to the sale) and the acquisition costs of the Notes are not proven to the German Disbursing Agent in the form required by law, 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 by a German Disbursing Agent at a flat withholding tax rate of 26.375 % (including solidarity surcharge) plus, if applicable, church tax. 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*). In the latter case, the investor has to include the savings income in the tax return and will then be assessed to church tax.

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 spouses or registered life partners). 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.

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 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 spouses or registered life partners the application can only be filed for savings income of both spouses / life partners.

When computing the savings income, the saver's lump sum amount (*Sparer-Pauschbetrag*) of € 801 (€ 1,602 in the case of jointly assessed spouses or registered life partners) will be deducted. The deduction of the actual income related expenses, if any, is excluded. That holds true even if the investor applies to be assessed on the basis of its personal tax rate.

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 deductible.

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 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.

Potential change in law

Please note that – pursuant to the coalition agreement of CDU, CSU and SPD – the flat tax regime shall be abolished for certain investment income, which might also affect the taxation of income from the Notes. For example, interest income might become taxed at the progressive tax rate of up to 45% (excluding solidarity surcharge).

Amendment of the Solidarity Surcharge Act

Due to the recent amendment of the Solidarity Surcharge Act, the solidarity surcharge will be levied for wage tax and income tax purposes from 2021 onwards if the individual income tax of the investor exceeds the threshold of €16,956 (€33,912 for jointly assessed investors). Pursuant to the amended law the solidarity surcharge shall remain in place for purposes of the withholding tax, the flat tax regime and the corporate income tax.

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 (FTT). However, it is unclear if and in what form such tax will be actually introduced (please see below).

The Netherlands

The following summary of certain Dutch taxation matters is based on the laws and practice in force as of the date of this Prospectus and is subject to any changes in law and the interpretation and application thereof, which changes could be made with retroactive effect. The following summary does not purport to be a comprehensive description of all the tax considerations that may be relevant to a decision to acquire, hold or dispose of a Note or Coupon, and does not purport to deal with the tax consequences applicable to all categories of investors, some of which may be subject to special rules.

For the purpose of the paragraph "Taxes on Income and Capital Gains" below it is assumed that no holder of a Note has or will have a substantial interest, or - in the case of a holder of a Note being an entity - a deemed substantial interest, in the Issuers and that no connected person (*verbonden persoon*) to the holder of a Note has or will have a substantial interest in the Issuers.

Generally speaking, an individual has a substantial interest in a company if (a) such individual, either alone or together with his partner, directly or indirectly has, or is deemed to have or (b) certain relatives of such individual or his partner directly or indirectly have or are deemed to have (i) the ownership of, a right to acquire the ownership of, or certain rights over, shares representing 5 % or more of either the total issued and outstanding capital of such company or the issued and outstanding capital of any class of shares of such company, or (ii) the ownership of, or certain rights over, profit participating certificates (winstbewijzen) that relate to 5 % or more of either the annual profit or the liquidation proceeds of such company.

Generally speaking, a non-resident entity has a substantial interest in a company if such entity, directly or indirectly has (I) the ownership of, a right to acquire the ownership of, or certain rights over, shares representing 5 % or more of either the total issued and outstanding capital of such company or the issued and outstanding capital of any class of shares of the company, or (II) the ownership of, or certain rights over, profit participating certificates (*winstbewijzen*) that relate to 5 % or more of either the annual profit or the liquidation proceeds of such company. An entity holding a Note has a deemed substantial interest in a company if such entity has disposed of or is deemed to have disposed of all or part of a substantial interest on a non-recognition basis.

For the purpose of this summary, the term "entity" means a corporation as well as any other person that is taxable as a corporation for Dutch corporate tax purposes.

Where this summary refers to a holder of a Note, an individual holding a Note or an entity holding a Note, such reference is restricted to an individual or entity holding legal title to as well as an economic interest in such Note or otherwise being regarded as owning Notes for Dutch tax purposes. It is noted that for purposes of Dutch income, corporate, gift and inheritance tax, assets legally owned by a third party such as a trustee, foundation or similar entity, may be treated as assets owned by the (deemed) settlor, grantor or similar originator or the beneficiaries in proportion to their interest in such arrangement.

Where the summary refers to "The Netherlands" or "Dutch" it refers only to the European part of the Kingdom of The Netherlands. Where this summary refers to Notes, such reference includes Coupons.

Investors should consult their professional advisers on the tax consequences of their acquiring, holding and disposing of a Note or Coupon.

Withholding Tax

All payments of principal and interest by the Issuers under the Notes can be made without withholding or deduction of any taxes of whatever nature imposed, levied, withheld or assessed by The Netherlands or any political subdivision or taxing authority thereof or therein, unless the Notes qualify as debt that effectively functions as equity for purposes of article 10, paragraph, sub d, of the Corporate Tax Act (*Wet op de vennootschapsbelasting 1969*). However, as of January 1, 2021 Dutch withholding tax may apply on certain (deemed) payments of interest made to an affiliated (*gelieerde*) entity of the Issuers if such entity (i) is considered to be resident (*gevestigd*) in a jurisdiction that is listed in the yearly updated Dutch Regulation on low-taxing states and non-cooperative jurisdictions for tax purposes (*Regeling laagbelastende staten en niet-coöperatieve rechtsgebieden voor belastingdoeleinden*), or (ii) has a permanent establishment located in such jurisdiction to which the interest is attributable, or (iii) is entitled to the interest payable for the main purpose or one of the main purposes to avoid taxation for another person, or (iv) is a hybrid entity, or (v) is not resident in any jurisdiction, all within the meaning of the Withholding Tax Act 2021 (*Wet bronbelasting 2021*).

Taxes on Income and Capital Gains

Residents

Resident entities

An entity holding a Note which is or is deemed to be resident in The Netherlands for Dutch corporate tax purposes and which is not tax exempt, will generally be subject to Dutch corporate tax in respect of income or a capital gain derived from a Note at the prevailing statutory rates (up to 25 % in 2020).

Resident individuals

An individual holding a Note who is or is deemed to be resident in The Netherlands for Dutch income tax purposes will be subject to Dutch income tax in respect of income or a capital gain derived from a Note at the prevailing statutory rates (up to 49.50 % in 2020) if:

(i) the income or capital gain is attributable to an enterprise from which the holder derives profits (other than as a shareholder); or

(ii) the income or capital gain qualifies as income from miscellaneous activities (*belastbaar resultaat uit overige werkzaamheden*) as defined in the Income Tax Act (*Wet inkomstenbelasting 2001*), including, without limitation, activities that exceed normal, active asset management (*normaal, actief vermogensbeheer*).

If neither condition (i) nor (ii) applies, an individual holding a Note will generally be subject to Dutch income tax on the basis of a deemed return, regardless of any actual income or capital gain derived from a Note. For 2020, the deemed return ranges from 1.79 % to 5.28 % of the value of the individual's net assets as at the beginning of the relevant fiscal year (including the Note). The applicable rates will be updated annually on the basis of historic market yields. Subject to application of certain allowances, the deemed return will be taxed at the prevailing statutory rate (30 % in 2020).

Non-residents

A holder of a Note which is not and is not deemed to be resident in The Netherlands for the relevant tax purposes will not be subject to Dutch taxation on income or a capital gain derived from a Note unless:

(i) the income or capital gain is attributable to an enterprise or part thereof which is either effectively managed in The Netherlands or carried on through a permanent establishment (*vaste inrichting*) or a permanent representative (*vaste vertegenwoordiger*) taxable in The Netherlands and the holder of a Note derives profits from such enterprise (other than by way of the holding of securities); or

(ii) the holder is an individual and the income or capital gain qualifies as income from miscellaneous activities (*belastbaar resultaat uit overige werkzaamheden*) in The Netherlands as defined in the Income Tax Act 2001 (*Wet inkomstenbelasting 2001*), including, without limitation, activities that exceed normal, active asset management (*normaal, actief vermogensbeheer*).

Gift and Inheritance Taxes

Dutch gift or inheritance taxes will not be levied on the occasion of the transfer of a Note by way of gift by, or on the death of, a holder of a Note, unless:

(i) the holder of a Note is or is deemed to be resident in The Netherlands for the purpose of the relevant provisions; or

(ii) the transfer is construed as an inheritance or gift made by, or on behalf of, a person who, at the time of the gift or death, is or is deemed to be resident in The Netherlands for the purpose of the relevant provisions.

Value Added Tax

There is no Dutch value added tax payable by a holder of a Note in respect of payments in consideration for the issue or acquisition of a Note, payments of principal or interest under a Note, or payments in consideration for a disposal of a Note.

Other Taxes and Duties

There is no Dutch registration tax, stamp duty or any other similar tax or duty payable in the Netherlands by a holder of a Note in respect of or in connection with the execution, delivery and/or enforcement by legal proceedings (including any foreign judgment in the courts of the Netherlands) of a Note or the performance of the Issuers' obligations under a Note.

Residence

A holder of a Note will not be and will not be deemed to be resident in The Netherlands for Dutch tax purposes and, subject to the exceptions set out above, will not otherwise become subject to Dutch taxation, by reason only of acquiring, holding or disposing of a Note or the execution, performance, delivery and/or enforcement of a Note.

United States of America

The following discussion describes the principle U.S. federal income tax consequences of ownership and disposition of the Notes issued by VWGoAF. 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 (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 non-U.S. 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 treated as a U.S. Person under Section 7701(a) of the Code.

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, the Non-United States holder (i) for notes issued by VWGoAF, is not actually or constructively a "10 percent shareholder" of VWGoAF or its parent, (ii) is not a controlled foreign corporation related, directly or indirectly, to VWGoAF through stock ownership, (iii) 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 (iv) 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 VWGoAF's or a related party's financial performance or with reference to changes in the value of VWGoAF's or a related party's assets. Unless otherwise provided in the applicable Final Terms, VWGoAF (or 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 investor, subject to an applicable income tax treaty providing otherwise, except that in the case of a Note issued by VWGoAF, the holder will be required to provide to VWGoAF, as the case may be, 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 VWGoAF 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 % tax on the gross disposition proceeds 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 W-8BEN-E 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 timely 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.

Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as amended, and applicable U.S. Treasury Regulations, commonly referred to as "**FATCA**", generally impose a 30% withholding tax on certain U.S. source "**withholdable payments**" made to a "**foreign financial institution**", and, in the future, may impose such withholding on "**foreign passthru payments**" made by a foreign financial institution (each as defined in the Code), unless various U.S. information reporting and due diligence requirements have been satisfied. Interest payments made with respect to Notes issued by VWGoAF to a foreign financial institution are withholdable payments. Under current guidance, the term "foreign passthru payment" is not defined and it is, therefore, not clear whether or to what extent interest payments made by foreign financial institutions with respect to Notes of Issuers other than VWGoAF would be considered to be foreign passthru payments. The United States and a number of other jurisdictions have entered into, or announced their intention to negotiate, intergovernmental agreements ("**IGAs**") to facilitate the implementation of FATCA which modify the FATCA withholding regime described above. Under the FATCA rules and any relevant IGAs, the Issuers will be subject to certain diligence, reporting and withholding obligations. Prospective investors should consult their tax advisors regarding the potential impact of FATCA, relevant IGAs and any non-U.S. legislation implementing FATCA on an investment in the Notes.

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, NON-U.S. AND OTHER TAX LAWS AND THE POSSIBLE EFFECTS OF CHANGES IN FEDERAL OR OTHER TAX LAWS.

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, as a beneficial owner, 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 not a "specified non-resident 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 person (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 the ITA. 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.

For purposes of the ITA, all amounts not otherwise expressed in Candian dollars must be converted into Canadian dollars based on the single day exchange rate quoted by the Bank of Canada or such other rate that is acceptable to the Minister of National Revenue (Canada).

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 or computed by reference to 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, provided that it is not an "**indexed debt obligation**". An "**indexed debt 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 that is determined by reference to a change in the purchasing power of money.

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.

GENERAL INFORMATION

Clearing Systems

The relevant Final Terms will specify which clearing system or systems (including CBF, and/or CBL, and/or Euroclear, and/or CDS Clearing and Depository Services Inc. ("**CDS**")) has/have accepted the relevant Notes for clearance and provide any further appropriate information.

CDS

Where specified in the relevant Final Terms, clearing and settlement of certain issues of Notes denominated in Canadian Dollars will be conducted by CDS applying the TEFRA C Rules. CDS was formed in November 2006 pursuant to the restructuring of The Canadian Depository for Securities Limited ("**CDS Ltd**"). CDS is wholly owned by CDS Ltd. CDS Ltd. was incorporated in 1970 and remains the holding company for CDS and two other operating subsidiaries and is Canada's national securities clearing and depository services organisation. CDS Ltd. was acquired in August 2012 by Maple Group Acquisition Corporation (renamed TMX Group Limited).

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 ("**CDS Participants**") include banks (including the Canadian Subcustodians (as defined below)), 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 Ltd. is the exclusive clearing house for equity trading on the Toronto Stock Exchange and also clears a substantial volume of over the counter equities and bonds. The address for CDS is 85 Richmond Street West, Toronto, Ontario, Canada, M5H 2C9.

CDS Global Clearance and Settlement Procedures

Initial settlement for Notes settling in CDS will be made in immediately available Canadian dollar funds. Such Notes will be held by CDS & CO., as nominee of CDS. Beneficial interests in the relevant 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 Global Note directly through any of CDS (in Canada) or Euroclear Bank SA/NV ("**Euroclear**") and Clearstream Banking S.A. (in Europe) if they are participants of such systems, or indirectly through organisations which are participants in such systems. Links have been established among CDS, Euroclear and Clearstream Banking S.A. to facilitate issuance of Notes and cross-market transfers of Notes associated with secondary market trading. Euroclear and Clearstream Banking S.A. 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 1 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. CDS will be directly linked to Euroclear and Clearstream Banking S.A. through the CDS accounts of their respective Canadian Subcustodians.

Beneficial holders of interests in the relevant Global Note will need to look to CDS and its participants through which they own interests in the Notes for any payment or to exercise any rights in respect of the Notes. The Issuer and the Guarantor have no responsibility for the actions of CDS or its participants, and a beneficial holder's ability to receive payments or exercise any rights in respect of the Notes will be subject to their procedures.

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 Banking S.A. participants and/or Euroclear participants will occur in the ordinary way in accordance with the applicable rules and operating procedures of Clearstream Banking S.A. and Euroclear and will be settled using the procedures applicable to conventional Eurobonds in immediately available funds.

Transfers between CDS and Clearstream Banking S.A. or Euroclear

Cross-market transfers between persons holding directly or indirectly through CDS Participants, on the one hand, and directly or indirectly through Clearstream Banking S.A. 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 Banking S.A. 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 Banking S.A. 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 Banking S.A. participants or Euroclear participants on such business day. Cash received in Clearstream Banking S.A. or Euroclear as a result of sales of Notes by or through a Clearstream Banking S.A. 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 Banking S.A. or Euroclear cash account only as of the business day following settlement in CDS.

Interests of Natural and Legal Persons involved in the Issue

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. In addition, in the ordinary course of their business activities, the Dealers and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Issuers or the Issuers' affiliates. Certain of the Dealers or their affiliates that have a lending relationship with either of the Issuers routinely hedge their credit exposure to the Issuer consistent with their customary risk management policies. Typically, such Dealers and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially the Notes issued under the Programme. Any such short positions could adversely affect future trading prices of Notes issued under the Programme. The Dealers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

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 issued pursuant to the Programme may not be listed on the Luxembourg Stock Exchange or any other stock exchange.

Rating

The following ratings have been assigned to Volkswagen AG at the date of this Prospectus:

Standard & Poor's Ratings Services			
Rating	**Short term**	**Long term**	**Outlook**
Volkswagen AG	A-2	BBB +	Negative
Moody's Investors Service Ltd.			
Rating	**Short term**	**Long term**	**Outlook**
Volkswagen AG	P-2	A3	Rating Under Review From Stable

A credit rating assesses the creditworthiness of an entity and informs an investor therefore about the probability of the entity being able to redeem invested capital. It is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the rating agency at any time.

S&P Global Ratings Europe Limited ("**S&P**") and Moody's Investors Service Ltd. ("**Moody's**") are established in the European Union and the United Kingdom, respectively, and are registered under Regulation (EC) No. 1060/2009 of the European Parliament and of the Council of September 16, 2009 on credit rating agencies, amended by Regulation (EU) No. 513/2011 of the European Parliament and of the Council of March 11, 2011 (the "**CRA Regulation**"). The European Securities and Markets Authority publishes on its website 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 Articles 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.

Moody's has its registered office at One Canada Square, Canary Wharf, London E14 5FA, United Kingdom and is registered at Companies House in England.

S&P has its registered office at 20 Canada Square, Canary Wharf, London E14 5LH, United Kingdom and is registered at Companies House in England.

More information regarding the meaning of the rating and the qualifications which have to be observed in connection therewith can be found on Moody's and S&P's websites.

Method of determining the price and the process for its disclosure

The Issuer will determine the issue price for each Tranche of Notes in its sole discretion taking into consideration general interest levels and the demand of prospective investors as shown in the book building process for such Tranche of Notes and after consultation of the financial institutions involved in the issue. The issue price so determined will be disclosed in the relevant Final Terms, if required.

Authorisation

The establishment of the Programme in the aggregate principal amount of DM 1,500,000,000 was duly authorised by resolutions of (a) the Board of Management of VWAG of May 10, 1993 and the Supervisory Board of VWAG of June 2, 1993, (b) the Management Board of VIF of April 8, 1994, (c) the Board of Directors of CCB of March 15, 1994 and (d) the Board of Directors of Volkswagen Investment Limited of August 19, 1993 and of March 30, 1994.

The participation of VCCI in the Programme was duly authorised by resolutions of (a) the Board of Management of VWAG of May 2, 2007 and the Supervisory Board of VWAG of May 11, 2007 and (b) the Board of Directors of VCCI of September 4, 2007 and (c) subsequently reconfirmed in the VCCI Board of Directors resolution of May 5, 2020.

The latest increase of the maximum aggregate nominal amount of the Programme to € 30,000,000,000 was duly authorised by resolutions of (a) the Board of Management (*Vorstand*) of VWAG of January 28, 2014 and authorised by the Supervisory Board (*Aufsichstrat*) of VWAG of February 21, 2014, (b) the Management Board (*Vorstand*) of VIF of March 27, 2014 and the Supervisory Board (*Aufsichstrat*) of VIF of March 31, 2014, and (c) the Board of Directors of VCCI of April 28, 2014.

The participation of VWGoAF in the Programme was duly authorised by resolutions of (a) the Board of Management of VWAG of February 3, 2015 and the Supervisory Board of VWAG of February 27, 2015 and (b) the Board of Directors of VWGoAF of April 29, 2015.

In respect of the issuance of Notes under the Programme, no further resolutions, authorisations or approvals are required.

Bank Act (Canada)

VCCI is not a member institution of the Canada Deposit Insurance Corporation. Any liability incurred by VCCI through the issuance and sale of such Notes and any Receipts or Coupons does not constitute a deposit, as such term is defined in the *Bank Act* (Canada). VCCI is not regulated as a financial institution in 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.

SUBSCRIPTION AND SALE

Underwriting

The Notes may be issued on a continuing basis to one or more of the Dealers and any additional Dealer appointed under the Programme from time to time by each Issuer, which appointment may be for a specific issue or on an ongoing basis. Notes may be distributed on a syndicated or non-syndicated basis. The method of distribution of each Tranche will be stated in the relevant Final Terms.

Notes may be sold from time to time by each Issuer to any one or more of the Dealers specified herein or any additional or other Dealers appointed in relation to a particular Tranche of Notes (the "**Dealers**"). The arrangements under which Notes may from time to time be agreed to be sold by the Issuers to, and purchased by, Dealers are set out in a dealer agreement dated May 6, 2020 (the "**Dealer Agreement**") and made between the Issuers and the Dealers. Any such agreement will, *inter alia*, make provision for the form and terms and conditions of the relevant Notes, the price at which such Notes will be purchased by the Dealers and the commissions or other agreed deductibles (if any) payable or allowable by the respective Issuer in respect of such purchase. The Dealer Agreement makes provision for the resignation or termination of appointment of existing Dealers and for the appointment of additional or other Dealers either generally in respect of the Programme or in relation to a particular Tranche of Notes. A Subscription Agreement prepared in connection with a particular Tranche of Notes will typically be dated on or about the respective date of the Final Terms applicable to such Tranche of Notes.

SELLING RESTRICTIONS

United States of America

(a) The Notes and the Guarantee have not been and will not be 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 commencement of the offering of such Tranche by the relevant Dealer and (B) the closing date of the Tranche of Notes, 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 commencement of the offering of such Tranche of Notes as determined by the relevant Dealer and (B) the closing date of the sale of such Tranche of Notes, 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.

(b) Notes, issued by any issuer other than VWGoAF 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. Notes issued by VCCI that have an initial maturity of more than one year (other than those settled in CDS, which will be issued in accordance with the TEFRA C Rules) will be issued in accordance with the TEFRA D Rules.

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 by an issuer that (directly or indirectly through its agents) does not significantly engage in interstate commerce with respect to the issuance. Each Dealer has represented, warranted and undertaken that it, in connection with the original issuance of Notes in bearer form has not offered sold or delivered and will not offer, sell or deliver, directly or indirectly, Notes in bearer form within the United States or its possessions in connection with their original issuance. Further, each Dealer has represented, warranted and undertaken in connection with the original issuance of Notes in bearer form, 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 VWGoAF with a maturity of 183 days or less, each Dealer has represented, warranted and undertaken 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) or substantially identical successor provision; 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.

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) in the case of Notes offered outside Canada, 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, 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 in compliance with applicable Canadian provincial and territorial securities laws or pursuant to available exemptions thereof 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, has represented, warranted and agreed that:

(a) 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;

(d) it will ensure that each Canadian Purchaser purchasing from it (i) has represented to it 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 is an "accredited investor" as defined in section 1.1 of National Instrument 45-106 - *Prospectus and Registration Exemptions* "**NI 45-106**" or, if in Ontario, subsection 73.3(1) of the Securities Act (Ontario) and which category set forth in the relevant definition of "accredited investor" in NI 45-106 correctly and in all respects describe such Canadian Purchaser, and 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;

(f) 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;

(ii) 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:

(i) 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;

(ii) 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.

Selling Restrictions Addressing Additional United Kingdom Securities Laws

Each Dealer has represented, warranted and agreed that:

(a) **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

(b) **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.

Japan

The Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948), as amended (the "**FIEA**"). Accordingly, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not, directly or indirectly, offered or sold and will not, directly or indirectly, offer or sell any Notes in Japan or to, or for the benefit of, a resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organised under the laws of Japan) or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, any resident in Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the FIEA and other relevant laws and regulations of Japan.

Peoples' Republic of China

The Dealers and investors who are citizens of the People's Republic of China ("**China**" or the "**PRC**", which, for the purposes of this Prospectus, does not include Hong Kong, Macau or Taiwan) 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 overseas exchange regulations and/or foreign investment regulations.

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.

Singapore

Each Dealer has acknowledged, and each further Dealer appointed under the Programme will be required to acknowledge, that this Prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, each Dealer has represented, warranted and agreed, and each further Dealer appointed under the Programme will be required to represent, warrant and agree, that it has not offered or sold any Notes or caused the Notes to be made the subject of an invitation for subscription or purchase and will not offer or sell any Notes or cause the Notes to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, this Prospectus or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Notes, whether directly or indirectly, to any person in Singapore other than (i) to an institutional investor (as defined in Section 4A of the Securities and Futures Act (Chapter 289) of Singapore, as modified or amended from time to time (the "**SFA**")) pursuant to Section 274 of the SFA, (ii) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA, or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the Notes are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

(a) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or

(b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

securities or securities-based derivatives contracts (each term as defined in Section 2(1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the Notes pursuant to an offer made under Section 275 of the SFA except:

(i) to an institutional investor or to a relevant person, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the SFA;

(ii) where no consideration is or will be given for the transfer;

(iii) where the transfer is by operation of law;

(iv) as specified in Section 276(7) of the SFA; or

(v) as specified in Regulation 37A of the Securities and Futures (Offers of Investments) (Securities and Securities-based Derivatives Contracts) Regulations 2018.

Switzerland

This Prospectus is not intended to constitute an offer or solicitation to purchase or invest in the Notes. The Notes may not be publicly offered, directly or indirectly, in Switzerland within the meaning of the Swiss Financial Services Act ("**FinSA**") and no application has or will be made to admit the Notes to trading on any trading venue (exchange or multilateral trading facility) in Switzerland. Neither this Prospectus nor any other offering or marketing material relating to the Notes constitutes a prospectus pursuant to the FinSA, and neither this Prospectus nor any other offering or marketing material relating to the Notes may be publicly distributed or otherwise made publicly available in Switzerland.

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 January 1 to March 31, 2020 of VWAG
2. Annual Report 2019 of VWAG
3. Annual Report 2018 of VWAG
4. Financial Statements 2019 of VIF
5. Financial Statements 2018 of VIF
6. Financial Statements 2019 and 2018 of VCCI as of December 31, 2019
7. Financial Statements 2019 and 2018 of VWGoAF as of December 31, 2019
8. Debt Issuance Programme Prospectus dated May 2, 2014 of Volkswagen Aktiengesellschaft, Volkswagen International Finance N.V., VW Credit, Inc., VW Credit Canada, Inc. / Crédit VW Canada, Inc., Volkswagen International Luxembourg S.A. and Porsche Holding Gesellschaft m.b.H.
9. Debt Issuance Programme Prospectus dated May 2, 2013 of Volkswagen Aktiengesellschaft, Volkswagen International Finance N.V., VW Credit, Inc., VW Credit Canada, Inc. / Crédit VW Canada, Inc., Volkswagen International Luxembourg S.A. and Porsche Holding Gesellschaft m.b.H.

Cross Reference List of information incorporated by reference

Page of Prospectus	Section	Pages of document incorporated by reference
Page 54	VWAG as Issuer and Guarantor – Historical Financial Statements	– **Interim Report for the Period January 1 to March 31, 2020** http://dl.bourse.lu/dlp/100cb59033919a4d36a8500d79d8cd9722 • Income Statement of the Volkswagen Group for the period January 1 to March 31, 2020 (p. 27) • Statement of Comprehensive Income of the Volkswagen Group for the period January 1 to March 31, 2020 (p. 28) • Balance Sheet of the Volkswagen Group as of March 31, 2020 (p. 29) • Statement of Changes in Equity of the Volkswagen Group for the period January 1 to March 31, 2020 (p. 30-31) • Cash Flow Statement of the Volkswagen Group for the period January 1 to March 31, 2020 (p. 32) • Notes to the Interim Consolidated Financial Statements of the Volkswagen Group (p. 33-51) • Review Report (p. 52-53)

Page of Prospectus	Section	Pages of document incorporated by reference
Page 55		– **Annual Report 2019 of VWAG:** http://dl.bourse.lu/dlp/1099cf082bd47347ad9a1d69a57ece18ba • Income Statement of the Volkswagen Group for the period January 1 to March 31, 2020 (p. 195) • Statement of Comprehensive Income of the Volkswagen Group for the Period January 1 to March 31, 2020 (p. 196-197) • Balance Sheet of the Volkswagen Group as of December 31, 2019 (p. 198-199) • Statement of Changes in Equity of the Volkswagen Group for the period January 1 to March 31, 2020 (p 200-201) • Cash Flow Statement of the Volkswagen Group for the period January 1 to March 31, 2020 (p. 202) • Notes to the Consolidated Financial Statements of the Volkswagen Group as of December 31, 2019 (p. 203-335) – Auditors' Report in respect of the Consolidated Financial Statements 2019 of VWAG (p. 337-345)
Page 56 *et seqq.*		– **Annual Report 2018 of VWAG:** http://dl.bourse.lu/dlp/10b2073ffd1ed74cfd939551e1035d0104 • Income Statement of the Volkswagen Group for the period January 1 to December 31, 2018 (p. 193) • Statement of Comprehensive Income of the Volkswagen Group for the Period January 1 to December 31, 2018 (p. 194 - 195) • Balance Sheet of the Volkswagen Group as of December 31, 2018 (p. 196 - 197) • Statement of Changes in Equity of the Volkswagen Group for the period January 1 to December 31, 2018 (p 198 – 199) • Cash Flow Statement of the Volkswagen Group for the period January 1 to December 31, 2018 (p. 200) • Notes to the Consolidated Financial Statements of the Volkswagen Group as of December 31, 2018 (p. 201 - 328) – Auditors' Report in respect of the Consolidated Financial Statements 2018 of VWAG (p. 330 - 339)

Page of Prospectus	Section	Pages of document incorporated by reference
Page 77	VIF as Issuer - Historical Financial Information	– **Financial Statements 2019 of VIF:** http://dl.bourse.lu/dlp/102446c2e4632b4d0185998a947d99ac70 • Balance Sheet as of December 31, 2019 (p. 8-9) • Income Statement 2019 (p. 10) • Cash Flow Statement 2019 (p. 11) • Notes to the financial statements (p. 12 – 38) – Auditor's Report 2019 (p. 40 – 45) – **Financial Statements 2018 of VIF:** http://dl.bourse.lu/dlp/10002ec8f424e8415596d121c94a702891 • Balance Sheet as of December 31, 2018 (p. 7 - 8) • Income Statement 2018 (p. 9) • Cash Flow Statement 2018 (p. 10) • Notes to the financial statements (p. 11 – 37) – Auditor's Report 2018 (p. 39 – 44)
Page 83	VCCI as Issuer - Historical Financial Information	– **Financial Statements as of December 31, 2019 and 2018:** http://dl.bourse.lu/dlp/102e7f31a0be0f4201ae58b47f3a6cf3ae • Report of Independent Auditors (p. 1-2) • Consolidated Income Statement (p. 3) • Consolidated Statement of Comprehensive Income (p. 4) • Consolidated Balance Sheets (p. 5) • Consolidated Statement of Changes in Equity (p. 6) • Consolidated Statements of Cash Flows (p. 7.) • Notes to Financial Statements (p. 8-61)

Page of Prospectus	Section	Pages of document incorporated by reference
Page 80	VWGoAF as Issuer – Historical Financial Information	– **Financial Statements for the years ended December 31, 2019 and 2018:** http://dl.bourse.lu/dlp/10f79f8ab67cd04705a8426153b11ad5bb • Report of Independent Auditors (p. 3-4) • Balance Sheet (p. 5) • Statement of Income and Comprehensive Income (p. 6) • Statement of Changes in Shareholder's Equity (p. 7) • Statements of Cash Flows (p. 8) • Notes to the Financial Statements (p. 9-27)
	Form of Final Terms	– **Debt Issuance Programme Prospectus dated May 2, 2013 of Volkswagen:** • Terms and Conditions of the Notes (p. 136 – 287) • Form of Final Terms (p. 292 – 309) http://dl.bourse.lu/dlp/1086b9dfed676d41d3a354cce24020ab3b
	Form of Final Terms	– **Debt Issuance Programme Prospectus dated May 2, 2014 of Volkswagen:** • Terms and Conditions of the Notes (p. 137 – 276) • Form of Final Terms (p. 281 – 299) http://dl.bourse.lu/dlp/10926e94df0af54fe0aca8495a807f239e

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 (www.bourse.lu).

Electronic copies of the following documents will be available at the websites specified below for twelve months from the date of this Prospectus:

- the Articles of Association (*Satzung*) of the Guarantor:

  https://www.volkswagenag.com/en/InvestorRelations/corporate-governance/publications.html

- the Articles of Association of VIF:

  https://www.vif.nl/en/OtherInformation.html

- the Articles of Association of VCCI:

  https://newspress-vwgroup.s3.amazonaws.com/documents%2foriginal%2f468-vcciarticlesofamendment.pdf

- the Articles of Association of VWGoAF:

  https://newspress-vwgroup.s3.amazonaws.com/documents%2foriginal%2f464-20140412vwgoafcertificateofformation.pdf

The documents incorporated by reference will be available at the respective websites specified under "*Cross Reference List of information incorporated by reference*" above.

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