

VW CREDIT, INC.

VW CREDIT, INC. INSURANCE REQUIREMENTS POLICY

This VW Credit, Inc. Insurance Requirements Policy (“**Policy**”) applies if a third party (“**Supplier**”) is providing services, products, or materials to VW Credit, Inc. (“**VCI**”) in connection with the agreement between VCI and Supplier (the “**Agreement**”). This Policy contains the minimum insurance requirements that Supplier must meet in its performance of the Agreement. This Policy is incorporated by reference into the Agreement.

1. Required Insurance.

Throughout the performance of the Agreement, Supplier, and its affiliates and subcontractors who participate in the performance of the Agreement, will obtain and maintain, at its own expense, the insurance coverages as outlined in the table below from an insurance company having a financial rating of “A-” or better.

Insurance Type	Requirements	Minimum Limits of Liability
Commercial General Liability	<ul style="list-style-type: none"> • Completed operations coverage • Products liability coverage • Broad form property damage and contractual liability coverage endorsed to cover Supplier’s contractual liability assumed under the Agreement 	<ul style="list-style-type: none"> • \$1,000,000 per occurrence • \$2,000,000 aggregate (completed operations/products liability coverage) • \$2,000,000 general aggregate
Motor Vehicle Liability	<ul style="list-style-type: none"> • All owned, non-owned, rented and leased vehicles 	<ul style="list-style-type: none"> • \$1,000,000 per person • \$1,000,000 per accident
Workers’ Compensation Coverage	<ul style="list-style-type: none"> • Coverage for all costs, benefits, and liabilities under Workers’ Compensation and similar laws in favor of any person employed by Supplier • Coverage in all states in which the Agreement is performed 	<ul style="list-style-type: none"> • Coverage for all costs, benefits, and liabilities under Workers’ Compensation and similar laws in favor of any person employed by Supplier

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Employer's Liability	<ul style="list-style-type: none"> • 	<ul style="list-style-type: none"> • \$1,000,000 per occurrence
Professional Liability, Errors & Omissions or Technology Errors & Omissions Coverage	<ul style="list-style-type: none"> • Collection, theft, loss or disclosure of confidential information and data • Media and content rights infringement and liability • Network security failure and software copyright infringement 	<ul style="list-style-type: none"> • \$5,000,000 per occurrence
Umbrella/Excess Liability Insurance		<ul style="list-style-type: none"> • \$4,000,000 per occurrence
Fidelity Bond or Criminal Coverage	<ul style="list-style-type: none"> • Coverage for employee dishonesty • Naming of VCI and its affiliates as a loss payee • Must cover conduct at all premises where Supplier employees are located, including employees working from home 	<ul style="list-style-type: none"> • \$2,000,000 per each loss occurrence
Cyber Liability	<ul style="list-style-type: none"> • Collection, theft, loss or disclosure of confidential information and data, including third-party claims arising from data breaches • First-party costs and losses from network security failures, including ransomware events • Business interruptions (including lost profits) 	<ul style="list-style-type: none"> • \$5,000,000 per each occurrence

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Insurance Type	Requirements	Minimum Limits of Liability
	resulting from interruptions of service resulting from cyber events <ul style="list-style-type: none"> • Notifications and credit monitoring expenses to individuals in the event of a data breach 	

- Certificates of insurance must name VCI, its parent company and their respective affiliates as additional insureds.
- A waiver of subrogation in favor of VCI for each of the policies, if allowed in the states where the Agreement is performed.
 - All Supplier insurance will be primary and noncontributory over all other insurance maintained by VCI and its affiliates.
 - Supplier will provide the certificates of insurance to VCI before the Agreement is signed and again on the date of each insurance policy renewal date.

2. Failure to Comply and Changes in Insurance.

- Failure by the Supplier or any of its affiliates and subcontractors to obtain and maintain the required insurance is a material breach of the Agreement.
- Supplier may not take any action that results in the cancellation of any required insurance coverage without the written approval of VCI.
- If there is a significant change in or cancellation of any insurance required by the Agreement, then Supplier, or any of its affiliates and subcontractors, will:
 - provide, or have the issuing insurance company provide, VCI with advance notice; and
 - immediately replace such insurance so that no lapse in coverage occurs and provide VCI with certificates of the replacement coverage replacement.