

VW CREDIT, INC.

VW CREDIT, INC. VENDOR RISK MANAGEMENT POLICY

This VW Credit, Inc. Vendor Risk Management 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 specific requirements relating to Supplier and also contains specific requirements relating to Suppliers’ management of its chosen affiliates and subcontractors participating in the performance of the Agreement with VCI, which Supplier must meet in its performance of the Agreement. This Policy is incorporated by reference into the Agreement.

1. Vendor Risk Management Requirements.

1.1 General. Supplier and its affiliates and subcontractors in performance of the Agreement will:

- establish policies and processes that comply with all applicable laws relating to the performance of the Agreement, including, but not limited to, the Bank Secrecy Act and the OFAC Rules;
- provide on-going training to Supplier personnel to ensure they are familiar and comply with all applicable laws relating to the performance of the Agreement;
- allow VCI and its auditors to periodically conduct an assessment or audit to review Supplier’s compliance with the terms of the Agreement (each, a “**Vendor Risk Audit**”). Such audit may:
 - be on-site at Supplier facilities;
 - include a request for Supplier to complete a vendor risk assessment questionnaire; and
 - include a request for Supplier to provide copies of any policies, records, and other materials associated with the performance of the Agreement, including Supplier’s Vendor Risk Management Program and the Supplier’s privacy policy.
- notify VCI in writing within forty-eight (48) hours if Supplier learns there is a risk that it is not in compliance with any applicable laws relating to the performance of the Agreement;
- notify VCI in writing within forty-eight (48) hours if Supplier receives notice of a Regulatory Exam relating to the performance of the Agreement;
- make available to VCI, upon request, any policies, processes, procedures, records, controls, training materials, and other materials associated with the performance of the Agreement in order to permit VCI to examine and review for compliance with all applicable laws and the terms of the Agreement; and

VW CREDIT, INC.

- notify VCI in writing of any change in the legal, beneficial, or equitable ownership, directly or indirectly, such that control of fifty percent (50%) or more of the voting or equity interests in Supplier or Supplier’s ultimate parent company no longer rests with the same individuals or entities as had such control immediately prior to such change in ownership, or the transfer of all or any substantial portion of Supplier’s business and assets (each a “**Change in Control**”).
 - In the event of a Change in Control, VCI may terminate the Agreement, in its sole reasonable discretion, by providing written notice to Supplier.

1.2 Regulatory Exams. Supplier will permit the auditors and personnel of governmental bodies, standards organizations, and regulatory authorities, including self-regulating organizations or other regulatory entities (“**Regulators**”) to conduct examinations or audits under any applicable laws (“**Regulatory Exam**”) related to the performance of the Agreement.

- VCI will provide Supplier with as much advance notice of any Regulatory Exam as is reasonably practical.
- Supplier will provide all assistance reasonably requested by VCI in responding to any Regulatory Exam in an expeditious manner (i.e. access to Supplier’s policies, processes, documents, other materials, and Supplier personnel).
- if a Regulator finds that Supplier is not in compliance with any applicable laws, Supplier will, at Supplier’s expense, take action to be in compliance as directed by the Regulator.
- if a Regulator documents a breach of Supplier’s obligations under the Agreement, Supplier will promptly:
 - reimburse VCI for its reasonable costs incurred in connection with the Regulatory Exam; and
 - correct the breach at Supplier’s expense.

1.3 Additional Obligations relating to Supplier personnel and Customer Interaction. In the performance of the Agreement, Supplier, Supplier personnel, and Supplier’s affiliates and subcontractors must comply with VCI’s current policies, procedures, and rules applicable to the safety and well-being of customers and VCI’s employees. This includes COVID-19 policies and procedures. Supplier is responsible for ensuring compliance by its affiliates, subcontractors, and all Supplier personnel.

1.4 Financial Information. If requested, Supplier shall, at no charge to VCI, provide VCI with its annual audited financial statements. Supplier will notify VCI within forty-eight (48) hours of any material adverse changes in its, or its affiliates or subcontractors in performance of the Agreement with VCI, sources of capital, cash flow, management or product direction, or financial stability.

VW CREDIT, INC.

2. Vendor Risk Management Program for VCI Data Handling Affiliates and Subcontractors.

2.1 Vendor Risk Management Program. Supplier will:

- implement and maintain a vendor risk management program (“**Vendor Risk Management Program**”) for all affiliates, subcontractors, and sub-subcontractors handling VCI Data (as defined in the VW Credit, Inc. Third-Party Information Security Policy) (“**VCI Data Handling Subcontractors**”);
- ensure the Vendor Risk Management Program includes the obligation for Supplier to review and verify that the VCI Data Handling Subcontractor has a business license in the location in which it will perform under the Agreement and has adequate financial liquidity and solvency to perform under the Agreement;
- provide VCI with notice of any proposed changes to the Vendor Risk Management Program prior to implementation; and
- when requested, provide VCI with a copy of the current Vendor Risk Management Program.

2.2 Remediation or Corrective Action Plan. In the event that VCI identifies any problem(s) with the Vendor Risk Management Program or any proposed changes, Supplier will cause its VCI Data Handling Subcontractors, at Supplier’s expense, to:

- prepare and provide VCI with a plan to correct such problems within thirty (30) days from VCI’s identification of the problem(s);
- implement and complete the plan, as mutually agreed upon by the parties, within ninety (90) days from VCI’s identification of the problem(s); and
- keep VCI updated with status reports during the implementation of the plan.

Following the correction of deficiencies or problems by Supplier in accordance with such plan, Supplier will provide VCI with an updated copy of the Vendor Risk Management Program.

2.3 Compliance Certification. Upon VCI’s request, Supplier will provide VCI with a certificate, signed by an officer of Supplier, certifying that:

- Supplier has completed a review of its VCI Data Handling Subcontractors’ compliance with the Vendor Risk Management Program; and
- any corrective actions identified based upon such review or VCI’s review under Section 2.2 have been completed or are underway in accordance with the corrective action plan established pursuant to Section 2.2. When requested, Supplier will provide VCI with a copy of the report prepared by Supplier in connection with any such review.

2.4 Notice of Adverse Events. Supplier will notify VCI in writing within forty-eight (48) hours of learning of any:

VW CREDIT, INC.

- adverse change in the financial condition of Supplier or VCI Data Handling Subcontractor;
- any Regulatory Action (as defined in the VW Credit, Inc. Regulatory Compliance Policy) initiated against Supplier or VCI Data Handling Subcontractor;
- Change in Control of Supplier or VCI Data Handling Subcontractor;
- significant risk that Supplier or VCI Data Handling Subcontractor is not in compliance with any applicable laws;
- Regulatory Exams of Supplier or VCI Data Handling Subcontractor; or
- other such adverse change in Supplier's or VCI Data Handling Subcontractor's circumstances that may prevent or materially impair such Supplier's or VCI Data Handling Subcontractor's ability to fulfill the Agreement.