

DRIVER CHINA EIGHTEEN
OFFERING CIRCULAR

**VOLKSWAGEN
FINANCIAL SERVICES**
THE KEY TO MOBILITY

Volkswagen Finance (China) Co., Ltd.

(A company with limited liability

formed in accordance with laws and regulations of the People's Republic of China)

Originator / Servicer



CCB Trust Co., Ltd.

(A company with limited liability

formed in accordance with laws and regulations of the People's Republic of China)

Trust Company / Issuer



**China Merchants Securities
Co., Ltd.**

Lead Underwriter / Bookrunner



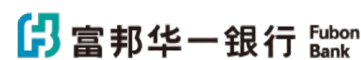
**MUFG Bank (China),
Ltd.**

Joint Lead Underwriter



**Standard Chartered Bank
(China) Limited**

Joint Lead Underwriter



Fubon Bank (China) Co., Ltd

Joint Lead Underwriter

Red Pool

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distributed to you in electronic format and the hard copy version available to you on request from the offices of China Merchants Securities Co., Ltd., No. 111, Fuhua First Road, Futian Street, Futian District, Shenzhen, Guangdong, China.

This English translation of this offering circular is for the convenience of certain investors only. The official offering circular is in Chinese, and investors are only entitled to rely on the official Chinese offering circular. If there are differences between the Chinese offering circular and this English translation of the offering circular, the Chinese offering circular will prevail.

Red Pool

DATE: [•]

OFFERING CIRCULAR



CCB TRUST CO., LTD. as Issuer of Driver China eighteen

(A trust company formed in accordance with laws and regulations of the People's Republic of China)

RMB 3,265,000,000.00 Class A Asset Backed Notes due 2033, issue price: 100 per cent

RMB 535,000,000.00 Subordinated Notes due 2033

The Class A Asset Backed Notes (the “**Class A Notes**”, the “**Senior Asset Backed Notes**” or “**Senior Notes**”) and the Subordinated Notes (together with the Senior Notes the “**Notes**”) entitle each Noteholder to demand the payment of a particular amount of interest and/or principal only, if and to the extent sufficient amounts have been received by CCB Trust Co., Ltd. (the “**Issuer**”) from Collections in particular in respect of Principal and Interest under the Purchased Receivables or from the enforcement of the Loan Collateral. The aggregate nominal amount of the Notes plus an amount of RMB 200,002,754.79 for overcollateralisation purposes equals the present value of the Purchased Receivables discounted at the date of 30 April 2026 at the Discount Rate of 3.3999% per cent. per annum. Subject to the Order of Priority each Senior Noteholder is entitled to the payment of RMB 100 of principal per Senior Note plus applicable interest. Payments of principal and interest on each Class of Notes will be made monthly in arrear on the 26th day of each month in each year, subject to adjustment for non-Business Days, commencing on the Payment Date falling on 26 October 2026. The Notes will bear interest at the interest rates determined by way of book building issuance through the book building issuance system in respect of the Class A Notes (the “**Class A Notes Interest Rate**”) and fixed interest rate in respect of the Subordinated Notes, which shall be determined prior to the Issue Date. The amount of interest payable in respect of each Class of Notes on any Payment Date shall be calculated not later than the 1st day of the relevant Interest Period by applying the applicable interest rate to the principal amount outstanding immediately prior to such Payment Date and multiplying the amount thereof by a fraction with the numerator being the actual number of days in such Interest Period and the denominator being 365, all as determined by the Trust Company.

The issue of Class A Notes and Subordinated Notes (the “**Issue**”) has been initially registered with the China Credit Assets Registry & Exchange Co., Ltd. (the “**CCRE**”), obtained the *Notice of Issuance of Information Registration Code for Credit Asset Securitization (Product Information Registration Code: [•])* and been approved by the People’s Bank of China (the “**PBOC**”) under the *Decision of the People’s Bank of China to Grant Administrative Permission* (ref. Yin Xu Zhun Yu Jue Zi [2026] No. 62).

Ratings are assigned to the Senior Notes by China Bond Rating Co., Ltd. (“**China Bond Ratings**” or “**CBR**”) and Fitch (China) Bohua Credit Ratings Ltd. (“**Fitch Bohua**”) The Trust Company agrees that China Bond Rating Co., Ltd. shall be engaged by China Merchants Securities Co., Ltd. acting as the Lead Underwriter of the Notes who is representing the Noteholders, at the cost of the Trust Assets.

The Issuer accepts full responsibility for the information contained in this Offering Circular, notwithstanding that the Originator, the Lead Underwriter, the Joint Lead Underwriters or any other party where any of these parties has expressly accepted responsibility for its own description or information which it provides in this Offering Circular, 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 the information available to it from such third party, no facts have been omitted, the omission 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 hereof. The Issuer has taken all reasonable care to ensure that the information given in this Offering Circular is to the best of its knowledge in accordance with the facts and does not omit anything likely to affect its importance. The Issuer has taken all reasonable care to ensure that the information stated herein is true and accurate in all material respects and that there are no other material facts the omission of which would make misleading any statement herein, whether of fact or opinion. VWFC as the Originator and Servicer only accepts responsibility for any information in this Offering Circular relating to the Purchased Receivables, the Loan Collateral, risk factors relating to the Purchased Receivables, the information contained in "DESCRIPTION OF THE PURCHASED RECEIVABLES AND THE LOAN COLLATERAL".

No person has been authorised to give any information or to make any representations, other than those contained in this Offering Circular, in connection with the issue and sale of the Notes and, if given or made, such information or representations must not be relied upon as having been authorised by the Originator, the Issuer, the Lead Underwriter and the Joint Lead Underwriters shown on the cover page or any other parties described in this Offering Circular.

Neither the delivery of this Offering Circular nor any offering, sale or delivery of any Notes shall, under any circumstances, create any implication (i) that the information in this Offering Circular is correct as of any time subsequent to the date hereof, or (ii) that there has been no adverse change in the financial situation of the Issuer or with respect to VWFC since the date of this Offering Circular or the balance sheet date of the most recent financial statements or (iii) that any other information supplied in connection with the issue of the Notes is correct at any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.

The Notes in this issue represent only corresponding shares in the beneficiary interests in the special purpose Trust and do not constitute liabilities of the Originator, the Trust Company or any other organization towards the investors. The recourse of investors under the Notes in this Issue is limited to the Trust Assets. The Originator assumes no obligation or liability for any losses that may arise in the course of the credit asset securitization other than the duties it may be required to assume as Grantor under the Trust Agreement and as Servicer under the Servicing Agreement. The Issuer's obligation to investors for payment of the principal of and benefits from the Notes is limited to the Trust Assets.

Investors purchasing Notes in this Issue should carefully read this Offering Circular and the relevant disclosure documents and make independent investment judgements. The approvals for the Issue given by the competent authorities do not constitute any appraisal of the investment value or any judgement of the investment risk of the Notes in this issue.

The basic offering information provided in this Offering Circular does not purport to be complete and is qualified in its entirety by the detailed information appearing elsewhere in this Offering Circular and related documents referred to herein. For a discussion of certain risk factors to be construed in connection with an investment in the Notes, see "RISK DECLARATION FOR INVESTORS".

For reference to the definitions of capitalised terms appearing in this Offering Circular, see "MASTER DEFINITIONS SCHEDULE". Capitalised terms not specifically defined in the basic offering information shall have the respective meanings set out in Clause 1 of the MASTER DEFINITIONS SCHEDULE dated on the Signing Date for identification purposes by the Transaction Parties.

PARTICIPATING INSTITUTIONS

Originator / Servicer

Volkswagen Finance (China) Co., Ltd. (“VWFC”)

Registered Address: Unit 102 Commercial Unit 3, 1/F; Commercial Unit 3, 2/F; Commercial Unit 3, 3/F; Commercial Unit 3, 4/F; and Unit 501 Commercial Unit 3, 5/F, Building 3, No. 15 Furong Street Wangjing, Chaoyang District, Beijing, People’s Republic of China

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Joint Lead Underwriter

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GENERAL INFORMATION OF THE NOTES

	Class A Notes	Subordinated Notes
<i>Nominal Amount</i>	3,265,000,000.00	535,000,000.00
<i>Interest Rate</i>	Fixed interest rate, which shall be determined through the book building issuance on the Issue Date, being [•]%	Fixed interest rate, which shall be determined prior to the Issue Date
<i>Percentage</i>	81.62%	13.38%
<i>Nominal Value of Each Note</i>	RMB100	N/A
<i>Coupon Rate</i>	[•]%	N/A
<i>Issue Price</i>	100%	N/A
<i>Scheduled Repayment Date</i>	26 July 2031	26 July 2031
<i>Expected Maturity Date</i>	26 June 2030	26 June 2030
<i>Legal Maturity Date</i>	26 July 2033	26 July 2033
<i>China Bond Ratings</i>	AAA _{sf}	N/A
<i>Fitch Bohua</i>	AAA _{sf}	N/A
<i>Form</i>	Asset Backed Notes	Asset Backed Notes
<i>Listing</i>	To be traded on the National Interbank Bond Market	To be traded in accordance with the rules and procedures prescribed by PBOC

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¹ Formerly CBIRC, the same as below.

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IMPORTANT INFORMATION

The Asset Backed Notes are issued pursuant to the *Notice of Issuance of Information Registration Code for Credit Asset Securitization (Product Information Registration Code: [•])* and the *Decision of the People's Bank of China to Grant Administrative Permission (Yin Xu Zhun Yu Jue Zi [2026] No. 62)*.

The Issuer confirms that, as of the date indicated in the cover of this Offering Circular, this Offering Circular does not contain any falsehoods, misleading statements or major omissions.

The Asset Backed Notes represent only corresponding shares in the beneficiary interests in the special purpose Trust and do not constitute liabilities of the Originator, the Trust Company or any other organization towards the investors. The recourse of investors under the Asset Backed Notes is limited to the Trust Assets. The Originator assumes no obligation or liability for any losses that may arise in the course of the credit asset securitization other than the duties it may be required to assume as Grantor under the Trust Agreement and as Servicer under the Servicing Agreement. The Trust Company's obligation to investors for payment of the principal of and benefits from the Asset Backed Notes is limited to the Trust Assets.

Investors purchasing the Asset Backed Notes should carefully read this Offering Circular and the relevant disclosure documents and make independent investment judgements. The approvals for this issue given by the competent authorities do not constitute any appraisal of the investment value or any judgement of the investment risk of the Asset Backed Notes in this issue.

Abstracts of opinions of the intermediary agencies in this Offering Circular, including the rating reports, legal opinion, accounting opinion and tax opinion, have been verified by relevant intermediary agencies, and the Issuer shall ensure the authenticity and accuracy of its references.

SPECIAL NOTICE

On 13 July 2026, Volkswagen Finance (China) Co., Ltd. has disclosed the *Volkswagen Finance (China) Co., Ltd.'s Registration Application of Driver China Auto Loan Securitization in Future Two Years* on the official website of Chinabond, ChinaMoney and Beijing Financial Assets Exchange.

The Class B Notes will not be issued in the Driver China eighteen transaction. Therefore the description of Class B Notes is not included in this Offering Circular compared with the registration information of Driver China Auto Loan Securitization.

The other key terms of the Asset Backed Notes under Driver China eighteen has not been changed.

1. RISK DISCLOSURE FOR INVESTORS

Any prospective investor should carefully consider the following risk factors when it appraises the Notes and before it purchases the Notes.

Concentration Risk

Concentration risk means the risks that are arising from the concentration in respect of the type of the Borrowers, the geographic region, the brand of automobile, the amount of automobile loans, the type of automobile loans and other aspects with respect to the Purchased Receivables.

In order to mitigate the concentration risk, the Issuer will diversify the asset pool to include the automobile loans lent to both corporate clients and individual clients in different cities for various brands of automobiles by virtue of different types of credit.

Structural Risk

Structural Risk means the risks that are attributable to the complication of the transaction structure due to the involvement of various parties and the existence of complex mechanisms, such as “red pool” and “black pool” cut and the Targeted Overcollateralisation Amount etc.

The Issuer will introduce the transaction in details to the investors in investor presentations; the Transaction Documents will also clearly establish the legal relationship of rights and obligations among the parties to the transaction; the Issuer will disclose information strictly in accordance with relevant laws, regulations and policies in order to avoid insufficiently transparent dealings; the Offering Circular will include a comprehensive information disclosure to investors; during the life of the asset-based note, the trustee will periodically publish a trustee report and occasionally publish any major matters which could affect the interests of the investors, in order to improve the transparency of the securitization process; and the Issuer will engage Ratings Agencies to provide the initial rating as well as follow-up ratings throughout the life of the relevant securities.

Credit Risk

Credit risk refers to the risk of failure to repay the principal and interest of the Notes or failure to repay the same as scheduled, thereby causing the investors to sustain losses. As the principal of and earnings from the Notes is reliant on the collection of principal and interest on the loans from the asset pool and the corresponding credit enhancement arrangement, the credit risk of the loan per se is the most important factor in terms of the credit risk posed by the Notes.

The Notes provide safeguards against credit risk mainly through the following measures: the Issuer has established a “bankruptcy remoteness” mechanism by means of transaction arrangements; formulated strict pool entry standards; separated the Notes into different Classes so that Subordinated Noteholders provide credit protection for Senior Noteholders in order to enhance credit internally and engaged authoritative Rating Agencies with market accountability to assign credit ratings.

Early Repayment Risk

The Borrower may for various reasons repay all or part of the principal of the loan ahead of schedule. As the Issuer intends to use the pass-through securities method for the Notes, early repayment of the principal by the Borrower will directly trigger early repayment of the principal of the Notes, thereby affecting the term of and earnings from the Notes.

The Notes provide safeguards against early repayment risk mainly through the following measures: in the course of designing asset-backed note products, the Issuer has created a mathematical model using applied calculation methods to analyze the historical data and predict future cash-flows in order to complete the structured design of

the Notes. However, as it is not possible that the cash-flow predicted on the basis of the historical data and the actual cash-flow will be entirely consistent, investors will inevitably bear some early repayment risk.

Liquidity Risk

Liquidity risk with regard to Notes means the risk that the investor sustains losses due to inability to sell the relevant securities at a fair price within a reasonable period. After the completion of the Issue of the Notes, the Trust Company will apply for the Notes to be traded at the National Interbank Bond Market. However, it cannot be assured that the issued Notes will be approved by the PBOC to be traded. Furthermore, even if such approval is obtained, as repayment of the principal and interest of the Notes is different from that of ordinary securities and the value appraisal method is somewhat exceptional and as the PRC's asset securitization market is still at the initial phase, investors do not adequately understand the same and are not sufficiently familiar with the relevant methodology. Accordingly, the issue of low liquidity will remain in the short term. However, if investors treat the Notes as long-term investments and plan on holding the same to maturity, they will be relatively unaffected by liquidity risks. In line with the development of the asset securitization market, expansion of the investor base and the emergence of new laws and regulations, we believe that the liquidity risk will be reduced step by step.

Interest Rate Risk

Interest rate risk means the risk that fluctuations in market interest rates will affect the price of the Notes thereby causing investors to sustain losses. Interest rate risk is a risk which affects all fixed income securities. Compared to other fixed income securities, the interest rate risk for the Notes has its own characteristics: fluctuations in the interest rate will affect repayments by the Borrower, thereby causing fluctuations in asset pool cash-flow and affecting the price of the Notes.

Interest rate risk is unavoidable for fixed income securities, and the possibility of loss can be reduced only through analysis of market trends by investors themselves coupled with the use of interest rate risk control methods. For this securitization, the Issuer will fully disclose to investors those features of the interest rate risk pertaining to the Notes that differ from those pertaining to other types of securities, and investors should make their investment decisions based on their own needs.

Operational Risk

Operational risk means the risk of inappropriate action by the relevant parties in terms of the transaction structure or the transaction timetable that causes investors to sustain capital losses. This includes potential ethical risks resulting from asymmetric information.

Operational risk may originate from an investor's own internal risk controls, or from an intermediary engaged for this particular asset securitization. With respect to the latter, the following measures have been taken to reduce the operational risk to investors for this securitization transaction: the Transaction Documents have strictly established the legal relationship of rights and obligations among the parties to the transaction so as to ensure the legality, integrity and tightness of the agreements signed among the parties; the Issuer will disclose information strictly in accordance with relevant laws, regulations and policies in order to avoid insufficiently transparent dealings; the Offering Circular will include a comprehensive information disclosure to investors; during the life of the asset-based note, the trustee will periodically publish a trustee report and occasionally publish any major matters which could affect the interests of the investors, in order to improve the transparency of the securitization process; and the Issuer will engage Ratings Agencies to provide the initial rating as well as follow-up ratings throughout the life of the relevant securities.

Legal Risk

Legal risk means the risks that the contracts would not be implemented due to certain defects of financial regulations, misunderstanding of provisions by relevant parties, lack of enforcement or ambiguity of provisions etc., as well as other risks in connection with litigation, adverse judgment and deficiency of legal instruments. The

legal risk exists during the life of a contract, including the signing of the contract, the performance of the contract and any dispute resolution proceedings in relation to the contract.

Risk from Order of Priority Change after Foreclosure Event

Following the occurrence of a Foreclosure Event, the Issuer will adjust the Order of Priority, and distributions will be made distribute from the Available Distribution Amount and the amount credited to Cash Collateral Account according to the following Order of Priority: 1. amounts payable by the Issuer in respect of taxes in relation to the Trust; 2. the Servicer Fee payable to the Servicer; 3. on a pari passu basis, the Trust Company Fee and Expenses payable to the Trust Company, the Expenses (including those Expenses in relation to the performance of the notification obligations referred to the Trust Agreement) payable to the Servicer (or replacement Servicer), the Custodian Fee and Expenses payable to the Account Bank, the Paying Agent Fee and Expenses payable to the Paying Agent, the Rating Agencies Fee and Expenses payable to the Rating Agencies, and the Auditor Fee payable to the Auditor; 4. amounts payable in respect of interest accrued during the immediately preceding Interest Period plus Interest Shortfalls (if any) on the Class A Notes; 5. to the holders of the Class A Notes in respect of principal until the Class A Notes are redeemed in full; 6. amounts payable in respect of accrued and unpaid interest on the Subordinated Notes (including, without limitation, overdue interest); 7. (i) prior to the satisfaction of Clean-Up Call Conditions or in the case that the Clean-Up Call Conditions are satisfied but the Originator does not exercise the Clean-Up Call, to the Subordinated Noteholders for repayment of outstanding principal amounts of Subordinated Notes on condition that the outstanding principal amounts of Subordinated Notes after repayment is no less than an agreed percentage of the then outstanding principal amount of the Notes; or (ii) after the satisfaction of Clean-Up Call Conditions and the Originator choose to exercise the Clean-Up Call, to the Subordinated Noteholders, for repayment of outstanding principal amounts of Subordinated Notes until it has been reduced to zero; and 8. to pay all remaining excess to the Originator by way of final success fee.

Therefore following the occurrence of a Foreclosure Event, the Subordinated Notes will be the first and the Class A Notes will be the last, to suffer the loss.

Impact of PRC Laws

The issue and trading of the Asset Backed Notes involve a series of complex legal relationships. Following is general outline of the factors under PRC law which will affect the Asset backed Noteholders. This general outline does not constitute an exhaustive description of all the legal issues. Asset Backed Noteholders should factor in the nature of these particular Asset Backed Notes and the Chinese political and legal environment, and carry out any further investigation they deem appropriate based on their own judgment.

The Legal and Regulatory Framework for Credit Asset Securitization Transactions

In the PRC, credit asset securitization projects mainly mean structured financing activities pursuant to which a financial institution in the banking sector acting as the Originator places credit assets in the custody of a trustee for the trustee to issue beneficiary securities to institutional investors in the form of asset backed notes and pay the earnings on the Asset Backed Notes using the cash generated from the relevant assets. The main oversight authorities for credit asset securitization transactions are the National Financial Regulatory Administration (formerly known as "China Banking and Insurance Regulatory Commission", the "NFRA"), the PBOC and the CCRC. The NFRA supervises and administers the credit asset securitization business activities of the relevant institutions according to law, and the PBOC supervises and administers the offering and trading of Asset Backed Notes on the national interbank bond market according to law, and credit asset securitization products shall be registered with CCRC.

Financial institutions which engage in credit asset securitization business must comply with such laws, administrative regulations, departmental rules and regulatory documents as the *Trust Law of the People's Republic of China* (the "**Trust Law**"), the *Measures for the Administration of Pilot Projects for Securitization of Credit Assets*, the *Measures for the Regulation of Pilot Projects for the Securitization of the Credit Assets of Financial*

Institutions, the Rules for Disclosure of Information On Asset-Backed Securities, the Circular Concerning the Filing Process of Securitization of Credit Assets, the Notice by the General Office of the CBIRC on Matters concerning the Information Registration of Credit Asset Securitization of Banking Financial Institutions, the Business Rules of China Credit Asset Registration & Exchange Co., Ltd. for Information Registration of Credit Asset Securitization, etc. As the trustee of the credit assets securitization transaction, the trust company must also comply with laws and regulations for the administration of the industry such as the *Measures for the Administration of Trust Companies, the Measures for the Administration of Plans by Trust Companies to Concentrate Assets in Trusts, etc.* In addition, the loan business relating to such business carried by financial institutions, and the civil legal relationships involved in the taking out of loans, mortgages, etc. must also comply with such finance laws, regulations and rules as the *Administrative Measures for Auto Finance Companies, the Measures for the Administration of Auto Loans, etc.*, as well as civil laws and regulations and their judicial interpretations such as the *Civil Code of the People's Republic of China* (the “**Civil Code**”), the *Civil Procedure Law of the People's Republic of China* (the “**Civil Procedure Law**”) and the *Enterprise Bankruptcy Law of the People's Republic of China* (the “**Enterprise Bankruptcy Law**”), etc.

Special Purpose Trusts

The Trust Law states that the term “trust” means the acts whereby the settlor, based on his trust in the trustee, entrusts the rights in his property to the trustee and the trustee manages or disposes of such property in his own name in accordance with the wishes of the settlor for the benefit of the beneficiary or for a specified objective. Credit asset securitization business draws on the concept of trust asset independence to create according to law a special purpose trust whose objective is the securitization of assets as a special purpose vehicle in order to realize the requirement of bankruptcy remoteness in credit asset securitization deals.

1. Establishment of a Special Purpose Trust

As required under the Trust Law, a lawful trust objective is required when establishing a trust and the trust property must be lawfully owned by the settlor, the property and property rights must be determinate, and the trust beneficiaries or class of beneficiaries must be determinate. The trust shall be void if its objective violates laws or administrative regulations or harms the public interest, if it is specifically established for the purpose of instituting a legal action or for recovering a debt, if it is established with illegal property or property which may not be used to establish a Trust, or if the Trust property cannot be determined.

If the trust is established for a special purpose, the originator must transfer the credit assets to the trustee of the special purpose Trust. If a financial institution intends to establish a trust with trust property composed of credit assets, it must carry out the relevant statutory procedures for the transfer of the creditor's rights in the loan and ancillary security rights such as mortgage rights, etc.

In addition, pursuant to the Trust Law, when establishing a trust, if relevant laws and administrative regulations require the trust property to be registered, trust registration shall be carried out according to law; otherwise, the trust will not enter into effect. The trust company shall register the trust with China Trust Registration Co., Ltd in accordance with *Administrative Measures for Trust Registration*. The *Measures for the Administration of Pilot Projects for Securitization of Credit Assets* specify that the originator of the credit assets securitization shall publish an announcement in the national media and notify the relevant rights holders of the transfer of credit assets by means of the establishment of a special purpose trust.

Under the relevant provisions of the *Measures for the Administration of Pilot Projects for Securitization of Credit Assets, the Circular Concerning the Filing Process of Securitization of Credit Assets, the Measures for the Regulation of Pilot Projects for the Securitization of the Credit Assets of Financial Institutions, the Notice by the General Office of the CBIRC on Matters concerning the Information Registration of Credit Asset Securitization of Banking Financial Institutions, the Business Rules of China Credit Asset Registration & Exchange Co., Ltd. for Information Registration of Credit Asset Securitization*), the originator and the trustee in a credit assets securitization project should effect the

credit asset securitization information registration with CCRE and obtain approval from the PBOC for the transfer of credit assets through the creation of a special purpose trust and such matters as offering or private offering of asset backed securities on the national interbank bond market.

2. Independence of Trust Property

Under the *Trust Law*, the *Measures for the Administration of Pilot Projects for Securitization of Credit Assets* and the *Measures for the Regulation of Pilot Projects for the Securitization of the Credit Assets of Financial Institutions*, once the special purpose trust has been established, the Trust Assets are independent of the property owned by the Originator, the trustee, the loan servicing institution, the Account Bank, the securities registration and custody organization and any other entity which provides services for the securitization deal. If such entities are liquidated because they are legally dissolved, legally shut down or legally declared bankrupt, etc., the Trust Assets shall not become a part of their liquidation property. None of the Originator, the trustee, the loan servicing institution, the Account Bank, the securities registration and custody organization and any other entity which provides services for the securitization deal may exercise any right of set-off against the Trust Assets in order for the Asset Backed Noteholders to obtain repayments with regard to its debts. The claims and debts created by the trustee its administration, operation and disposal of the various Trust Assets may also not be set off against each other. With the exception of such statutory grounds as the priority claim rights, rights of set-off or rights of defense held by creditors against the Credit Assets prior to the establishment of the Trust, debts created by the trustee in the handling of trust matters relating to the Trust Assets or taxes payable on the Trust Assets themselves, no claims may be enforced against the Trust Assets.

Transfer by Financial Institutions of Creditor's Rights in a Loan and Ancillary Security Rights

1. Transfer of Creditor's Rights in Loans by Financial Institutions

(1) Transfer of Creditors Rights

Pursuant to the Civil Code, if a financial institution transfers the creditor's rights in a loan as the original creditor, it does not need to obtain special approval or carry out special registration procedures, and the transfer of creditor's rights will become legally effective between the original creditor bank and the transferee at the time of entry into effect of the transfer contract or other time agreed in the transfer contract. When a financial institution transfers its creditor's rights in a loan, it does not need to obtain the debtor's consent, but the original creditor bank does need to notify the debtor. If the debtor is not notified, the transfer of the creditor's rights in the loan will not be legally effective vis-à-vis the debtor. The debtor will continue to perform his obligations to the original creditor bank, and the transferee will have no right to require the debtor to perform its obligation.

With regard to the entry into effect of a notice of transfer of creditor's rights vis-à-vis a debtor, the PRC currently implements the doctrine of actual service of the notice. Except in the case where a state-owned commercial bank transfers creditor's rights in a non-performing loan to a financial asset management company, provided that the financial institution effecting the transfer notifies each debtor of the fact of the transfer, the transfer of creditor's rights will be effective vis-à-vis the debtor.

Furthermore, under the *Measures for the Administration of Pilot Projects for Securitization of Credit Assets*, the financial institution making the transfer of creditor's rights in a loan should publish an announcement in the national media and notify the relevant rights holders of the details of the transfer of the creditor's rights in the loan and of the ancillary security rights such as mortgage rights, etc. through the establishment of a special purpose trust. If the NFRA or other oversight authority has additional requirements for the transfer of creditor's rights in loans pursuant to the securitization of credit assets, such requirements must be complied with.

(2) Right of Set-Off and Right of Defense of the Debtor

When a financial institution transfers creditor's rights in a loan, the rights of the transferee may be affected by the debtor's right of set-off and the right of defense vis-à-vis the original creditor. Under the Civil Code, when a debtor receives notice of transfer of creditor's rights from the original creditor, if the debtor has a claim against the original creditor and such claim falls due prior to or at the same time as the transferred creditor's rights in the loan, or the claim of the debtor against the original creditor and the transferred creditor's rights in the loan are generated on the basis of the same contract, the debtor may claim the right of set-off against the transferee. Moreover, after the debtor has received notice of the transfer of creditor's rights, any right of defense which the debtor previously held against the original creditor may be claimed against the transferee.

2. Transfer by a Financial Institution of Security Rights Ancillary to the Creditor's Right in a Loan

Pursuant to the Civil Code, if a financial institution lawfully assigns the principal claim to a third party during the guarantee term, the ancillary guaranteed obligation is simultaneously assigned; the financial institution need only notify the guarantor of the fact that the principal claim has been transferred. If the guarantor is not notified, the transfer of the principal claim shall have no effect on the guarantor. In addition, if the guarantor and the original creditor agree to prohibit the assignment of the claim, and the original creditor assigns the claim without the written consent of the guarantor, the guarantor no longer bears the guarantee liability for the assignee.

Under the Civil Code, the guarantor has the rights of defense available to the debtor. Rights of defense in respect of the obligation that are waived by the debtor remain available to the guarantor.

3. Transfer by a Financial Institution of Mortgage Rights Ancillary to the Creditor's Right in a Loan

When VWFC assigns the securitized creditor's rights in the automobile loans pursuant to the Trust Agreement, it will simultaneously assign the automobile mortgage rights relating to the same, but the VWFC will not carry out the change of registration for mortgage right from VWFC to the Issuer. Pursuant to Article 403 of the Civil Code, for a mortgaged movable property, the mortgage rights are created on the date on which the mortgage contract enters into effect; without registration, the mortgage rights may not be used as a defense against a bona fide third party. According to Article 407 of the Civil Code, mortgage may not be assigned independently from the creditor's rights or used to secure other creditor's rights. Unless it is otherwise prescribed by any law or is otherwise stipulated by the parties, when the creditor's rights are assigned, the mortgage thereof shall be assigned concurrently. Moreover, according to Article 547 of the Civil Code, where a creditor assigns his claim, the assignee shall acquire the accessory right related to the claim, unless the accessory right belongs exclusively to the creditor. Failure to register the assignment of the accessory right or failure to transfer the possession thereof shall not affect the acquisition of the accessory right by the assignee. The Civil Code went into effect on January 1, 2021. As the transfer of the automobile mortgage rights relating to this project will occur after the entry into effect of the Civil Code, the relevant provisions of the Civil Code will apply. The mortgage rights will be assigned to the trustee together with the principal claim, so even if the change in mortgage rights is registered, the trustee will hold the mortgage rights relating to the mortgaged vehicles but will not be able to defend against bona fide third parties.

The Notes provide safeguards against mortgage right transfer risk mainly through the following measures: According to the Trust Agreement, if such disputes occur which will materially and adversely affect the interests of the Issuer, the Trust or the Noteholders, VWFC shall compensate for or rectify such disputes, otherwise VWFC shall repurchase relevant Purchased Receivables.

Enterprise Bankruptcy

At present, the main PRC laws and regulations governing the bankruptcy of enterprises with legal personality include (1) the Enterprise Bankruptcy Law; (2) the *Regulations of the Supreme People's Court on Several Issues Concerning the Trial of Enterprise Bankruptcy Cases (Fashi [2002] No.23)*; (3) *Provisions of the Supreme People's Court on Certain Issues Concerning the Application of the Enterprise Bankruptcy Law of the People's*

Republic of China (I) (Fashi [2011] No.22); (4) Provisions of the Supreme People's Court on Certain Issues Concerning the Application of the Enterprise Bankruptcy Law of the People's Republic of China (II) (Fashi [2013] No.22) (as amended in 2020) and; (5) Provisions of the Supreme People's Court on Certain Issues Concerning the Application of the Enterprise Bankruptcy Law of the People's Republic of China (III) (Fashi [2019] No.3) (as amended in 2020). Moreover, if a financial institution goes into bankruptcy, the State Council may formulate implementing measures pursuant to the Enterprise Bankruptcy Law and other relevant laws.

If an enterprise with legal personality becomes insolvent and its assets are insufficient to discharge all of its debts or it clearly lacks the capacity to discharge such debts, its debts will be liquidated pursuant to the Enterprise Bankruptcy Law. If an enterprise with legal personality is characterized by the following circumstances, it may undergo restructuring in accordance with the Enterprise Bankruptcy Law: (a) it is insolvent and its assets are insufficient to discharge all of its debts; or (b) it clearly lacks the capacity to discharge its debts. The debtor and its creditors may file a bankruptcy petition with a People's Court. If the enterprise with legal personality has been dissolved but not yet liquidated, or the liquidation is not yet completed, and its assets are insufficient to discharge its debts, the persons who, in accordance with the law, are responsible for the liquidation shall petition the People's Court for bankruptcy liquidation. If the People's Court rules to accept the bankruptcy petition, it will also appoint a manager. The manager will perform such statutory duties as taking custody of, managing and disposing of the debtor's property, etc. as well as any other duties which the People's Court decides that the manager should perform.

Once the People's Court accepts the bankruptcy petition, the discharge of debts to individual creditors by the debtor shall be invalid. After the People's Court accepts the bankruptcy petition, the manager shall have the right to decide to terminate or to continue the performance of contracts between the debtor and the counterparties thereto which were formed prior to the acceptance of the bankruptcy petition but whose performance has yet to be completed, and shall notify the counterparties. If the manager fails to notify the counterparties within two months from the date of acceptance of the bankruptcy petition or fails to reply within 30 days from receipt of a reminder from counterparty, the manager shall be deemed to have terminated the contracts. If the manager decides to continue the performance of a contract, the counterparty shall perform such contract. However, the counterparty shall have the right to demand that the manager provide security. If the manager fails to provide security, the manager will be deemed to have terminated the contract. Once the People's Court accepts the bankruptcy petition: (a) civil actions against the debtor may only be instituted in the People's Court that accepted the bankruptcy petition; (b) civil actions or arbitration procedures involving the debtor which have been instituted but not yet completed will be stayed, and will be resumed after the manager takes custody of the debtor's property; and (c) the preservation measures taken against the property of the debtor will be lifted and enforcement procedures will be stayed.

All of the property belonging to the debtor at the time of the acceptance of the bankruptcy petition and the property obtained by it during the period between the acceptance of the bankruptcy petition and the conclusion of the bankruptcy procedures is property of the debtor. After the debtor has been declared bankrupt, it is being known as a bankrupt and its property is being known as property in bankruptcy. The manager has the right to petition the People's Court to revoke any of the following actions involving the property of the debtor taken during the year prior to the People's Court's acceptance of the bankruptcy petition and to recover the property of the debtor relating to such actions: (1) transfers of property without consideration; (2) transactions carried out at markedly unreasonable prices; (3) the provision of security in the form of property for debts that are not secured by property; (4) early discharges of debts which have not fallen due; and (5) renouncements of claims. If the debtor is insolvent and its assets are insufficient to discharge all of its debts or it clearly lacks the capacity to discharge such debts, and was still discharging debts to individual creditors within the six months prior to the People's Court's acceptance of the bankruptcy petition, the manager has the right to petition the People's Court to revoke the same and to recover the property of the debtor used to discharge such debts, unless such individual discharges of debt were or are beneficial to the property of the debtor. The following acts involving property of the debtor are invalid, and the manager has the right to recover the relevant property: (1) the concealment or transfer of property to shirk debts; (2) the fabrication of debts or the acknowledgement of debts which are not genuine.

After the debtor has been declared bankrupt by the People's Court, the manager will timely draft a plan for selling the property in bankruptcy and submit the same to the creditors meeting for discussion. The manager will timely

sell the property in bankruptcy in accordance with the plan for selling the property in bankruptcy adopted by the creditors meeting or ruled on according to law by the People's Court. The sale of the property in bankruptcy will be accomplished by way of an auction, unless otherwise resolved by the creditors meeting. A bankrupt enterprise may be wholly or partially sold off. When an enterprise is to be sold off, its intangible assets and other property may be sold separately. Property which, in accordance with state regulations, cannot be auctioned or the transfer of which is restricted, must be disposed of by the method specified by the state.

After the debtor has been declared bankrupt by the People's Court, the manager will timely draft a plan for the distribution of the property in bankruptcy and submit the same to the creditors meeting for discussion. The distribution of the property in bankruptcy shall be effected in cash, unless otherwise resolved by the creditors meeting. Once the plan for the distribution of the property in bankruptcy is adopted by the creditors meeting, the manager will submit the same to the People's Court for a ruling approving it. Once the People's Court has ruled to approve the plan for the distribution of the property in bankruptcy, it will be implemented by the manager. The property in bankruptcy will be applied to the discharge of claims in the following sequence after the discharge, on a priority basis, of the bankruptcy expenses and common interest debts: (1) the wages, medical and disability subsidies and support owed to employees and their families by the bankrupt, basic old age insurance and basic medical insurance premiums payable into the individual accounts of the staff and workers and owed by the bankrupt and the compensation payable to the staff and workers in accordance with laws and administrative regulations; (2) the social insurance premiums other than those mentioned in the preceding item owed by the bankrupt and taxes owed by the bankrupt; and (3) common claims in bankruptcy. If the property in bankruptcy is insufficient to satisfy the discharge requirements of a certain tier, the distribution to such tier will be effected on a pro rata basis. The wages of the directors, supervisors and senior management personnel of a bankrupt enterprise shall be calculated at the average wage of the enterprise's employees.

After the implementation of the Bankruptcy Law, if, after the discharge of claims in the above sequence as specified in the Bankruptcy Law, a portion of the wages, medical and disability subsidies and support owed to employees and their families by the bankrupt, basic old age insurance and basic medical insurance premiums payable into the individual accounts of the staff and workers and owed by the bankrupt and the compensation payable to the staff and workers in accordance with laws and administrative regulations prior to the date of promulgation of the Bankruptcy Law (August 27, 2006) remains undischarged, payment of such portion shall be made from the specific property with ancillary security rights specified in the Bankruptcy Law on a priority basis ahead of the rights holders that enjoy security rights over such specific property.

With respect to financial institutions, if a commercial bank, securities company, insurance company, etc., is characterized by the circumstances specified in the Bankruptcy Law, the relevant financial regulatory authority of the State Council may petition a People's Court for restructuring or bankruptcy liquidation of the financial institution. If the relevant financial regulatory authority of the State Council lawfully takes such measures as taking over management of or taking custody of a financial institution whose operations are facing a material risk, it may petition the People's Court to stay any civil action or enforcement procedure in which the financial institution is the defendant or is the judgment debtor. Moreover, if a financial institution goes into bankruptcy, the State Council may formulate implementing measures for the bankruptcy in accordance with the Enterprise Bankruptcy Law and other relevant laws. Up to the present, the State Council has not issued any such implementing measures.

Counterparty Risk

This is a multi-party transaction. Although the Transaction Documents have set out detailed provisions with respect to the rights and obligations of the relevant transaction parties, the Issuer cannot eliminate the risk arising out of any breach of or material adverse change to the other parties.

The Notes provide safeguards against counterparty risk mainly through the following measures: the Transaction Documents have well established the rights and obligations of all parties and specified the responsibility of each party under this transaction; the Transaction Documents have specified the triggering conditions for the Servicer Replacement Event, Trust Company Replacement Event and termination and replacement event of the Account

Bank and subsequent operation process to be followed upon the occurrence of such events; the material event which might affect investor's interest will be published irregularly to remind investors of risks in time.

U.S. Risk Retention

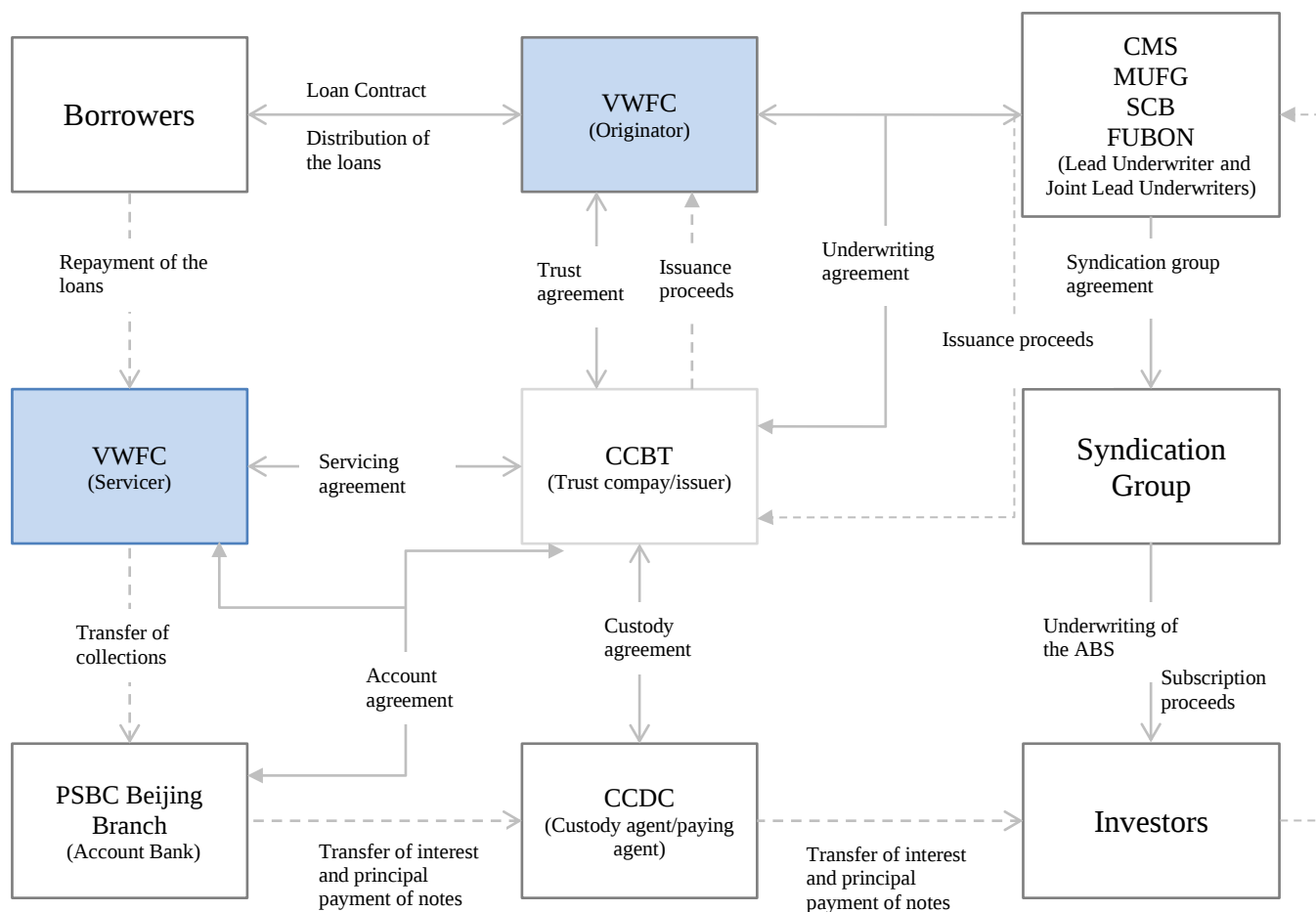
The U.S. Risk Retention Rules came into effect on 24 December 2016 and generally require the "securitizer" of a "securitization transaction" to retain at least 5 per cent. of the "credit risk" of "securitized assets", as such terms are defined for purposes of that statute, and generally prohibit a securitizer from directly or indirectly eliminating or reducing its credit exposure by hedging or otherwise transferring the credit risk that the securitizer is required to retain. The U.S. Risk Retention Rules also provide for certain exemptions from the risk retention obligation that they generally impose.

The Transaction will not involve risk retention by the Seller for the purposes of the U.S. Risk Retention Rules, but rather will be made in reliance on an exemption provided for in section 20 of the U.S. Risk Retention Rules regarding non-U.S. transactions. Such non-U.S. transactions must meet certain requirements, including that (1) the transaction is not required to be and is not registered under the Securities Act; (2) no more than 10 per cent. of the dollar value (or equivalent amount in the currency in which the securities are issued) of all classes of securities issued in the securitization transaction are sold or transferred to U.S. Persons (in each case, as defined in the U.S. Risk Retention Rules) or for the account or benefit of U.S. Persons (as defined in the U.S. Risk Retention Rules and referred to in this Prospectus as "Risk Retention U.S. Persons"); (3) neither the sponsor nor the issuer of the securitisation transaction is organised under U.S. law or is a branch located in the United States of a non-U.S. entity; and (4) no more than 25 per cent. of the underlying collateral was acquired from a majority-owned affiliate or branch of the sponsor or issuer organised or located in the United States. The Transaction provides that the Notes may not be purchased by Risk Retention U.S. Persons except in accordance with the exemption under section 20 of the US Risk Retention Rules and with the prior consent of the Seller. Prospective investors should note that the definition of U.S. Person in the U.S. Risk Retention Rules is substantially similar to, but not identical to, the definition of U.S. Person under Regulation S.

There can be no assurance that the exemption provided for in section 20 of the U.S. Risk Retention Rules regarding non-U.S. transactions will be available. Failure of the Transaction to comply with the U.S. Risk Retention Rules (regardless of the reason for such failure to comply) could give rise to regulatory action which may adversely affect the Notes. Furthermore, the impact of the U.S. Risk Retention Rules on the securitisation market generally is uncertain, and a failure by a transaction to comply with the risk retention requirements of the U.S. Risk Retention Rules could negatively affect the market value and secondary market liquidity of the Notes.

2 STRUCTURAL INFORMATION

2.1. STRUCTURE DIAGRAM



2.2. OVERVIEW OF THE PARTICIPATING INSTITUTIONS

The Lead Underwriter

China Merchants Securities Co., Ltd. (hereinafter referred to as "CMS") is a securities firm under China Merchants Group, an enterprise with a history spanning over a century. Inheriting China Merchants Group's long-accumulated spirit of innovation, market-oriented management philosophy, internationalized operational model, and prudent business style, CMS has developed over more than thirty years into a top-tier domestic brokerage with full-service licenses in the securities market.

CMS possesses stable and sustainable profitability, a scientifically sound risk management architecture, and comprehensive, professional service capabilities. It boasts multi-tier customer service channels, with 14 branch offices and 265 business departments established in mainland China, alongside subsidiaries in Hong Kong, China and South Korea. CMS fully owns China Merchants Securities International Company Limited, China Merchants Futures Co., Ltd., China Merchants Securities Asset Management Co., Ltd., China Merchants Zhiyuan Capital Investment Co., Ltd., and China Merchants Securities Investment Co., Ltd. It also holds equity stakes in Bosera Asset Management Co., Ltd. and China Merchants Fund Management Co., Ltd., thereby constructing an integrated comprehensive securities service platform for both domestic and international businesses.

CMS has extensive experience in the credit asset-backed securitization business. As of the end of 2025, CMS, in its capacity as the lead underwriter, had successfully participated in the issuance of 833 credit asset-backed securities, including: 7 in 2014, 23 in 2015, 37 in 2016, 61 in 2017, 88 in 2018, 82 in 2019, 88 in 2020, 86 in 2021, 64 in 2022, 82 in 2023, 95 in 2024, and 120 in 2025.

Summary of Financial Positions: As of December 31, 2025, the Company's total assets amounted to RMB 753.477 billion, total liabilities stood at RMB 615.430 billion, and total equity attributable to owners was RMB 138.047 billion. In 2025, CMS achieved an operating revenue of RMB 24.972 billion, a total profit of RMB 14.076 billion, and a net profit of RMB 12.318 billion.

The Joint Lead Underwriters

MUFG Bank (China), Ltd.

MUFG China was established in June 2007. It is a wholly foreign-owned bank established by MUFG Bank Ltd., a subsidiary of Mitsubishi UFJ Financial Group, after re-organizing its original branch in China. Headquartered in Shanghai, it has 14 branches and 3 sub-branches in 13 cities including Beijing, Shanghai and Shenzhen. By 31 December 2025, its registered capital was RMB10 billion and total assets were RMB158.09 billion.

MUFG China has rich experience in asset securitization. Since 2014, it has served as the financial advisor of a series of foreign-funded auto finance companies, such as Toyota Motor Finance (China) Co., Ltd., Dongfeng Nissan Auto Finance Co., Ltd., Ford Motor Finance (China) Co., Ltd. and Volkswagen Finance (China) Co., Ltd., and assisted them in launching asset-backed securities. Since 2016, it has participated in unwriting and issuing over 160 single car loan asset-backed securities sponsored by Volkswagen Finance (China) Co., Ltd., Mercedes-Benz Financial Services, Ford Motor Finance (China) Co., Ltd., Dongfeng Nissan Auto Finance Co., Ltd., BMW Automobile Finance (China) Co., Ltd., Beijing Hyundai Motor Finance Co., Ltd., Toyota Motor Finance (China) Co., Ltd., SAIC-GMAC Automotive Finance Co., Ltd., Shanghai Automotive Group Finance Company Co., Ltd., GAC-SOFINCO Automobile Finance Co., Genius Auto Finance Co., Ltd., and BYD Auto Finance Company Limited and others.

Standard Chartered Bank (China) Limited

The predecessor of Standard Chartered Bank (China) Limited (hereinafter referred to as “SCB China”) set up its first branch in Shanghai as early as 1858 and has remained in operation in China for more than 160 years. In March 2007, upon the approval of the China Banking Regulatory Commission, SCB China was permitted to restructure its former Chinese branch into a wholly foreign-owned legal person bank registered in China, which is Standard Chartered Bank (China) Limited. As of the end of December 2025, SCB China’s registered capital is 10.727 billion yuan with the net assets of 32.24 billion yuan.

Standard Chartered Bank is the leading player in Asian securitization market and has successfully helped many Asian countries for the closing of their first securitization deals, such as China, Thailand, Indonesia, Philippines, etc. Standard Chartered Bank was awarded the Asian Best Securitization House 11 times over the past 14 years, including the latest 2017 Asian Best Securitization House awarded by the Asset magazine in February 2018. In December 2020, SCB China was rewarded the Best Bank for ABS by GlobalCapital.

Since 2002, Standard Chartered Bank has actively participated in the development of the Chinese securitization market and has extensive experience in asset securitization. In 2015, Standard Chartered Bank finished 20 securitization deals in Asia, the scale of which was over USD 14 billion dollars. Standard Chartered Bank (Hong Kong) Limited (hereinafter referred to as “SCB HK”), acting as the financial consultant, assisted the public offering of China’s first ever housing mortgage loans backed notes in 2005 (i.e. the 2005 CCB’s Housing Mortgage Loans Backed Notes, the amount of which is RMB 3 billion), and then Standard Chartered Bank, through SCB China or SCB HK, successfully assisted 9 securitization deals for other well-known Chinese financial institutions (these deals including housing mortgage loans backed notes, enterprise credit asset backed notes, lease receivables backed notes and auto loans backed notes, etc.). Moreover, in February 2015, SCB China as the originator, has successfully issued its first credit securitization trust in China – Zhen Cheng Credit Asset Securitization 2015-1 Asset-back Securities and became one of the first batch of foreign banks to participate in the credit asset securitization pilot program in China.

As of 31 December 2025, SCB China has led underwrite 59 credit asset securitization transactions. Acting as the lead underwriter, financial advisor or co-manager, SCB China has worked with many financial institutions in issuing their Credit Asset Backed Securities, key originators include: Bank of China, Industrial and Commercial Bank of China, China Merchants Bank, China Construction Bank, Ford Motor Finance (China) Co., Ltd., Beijing Hyundai Motor Finance Co., Ltd., Shanghai Automotive Group Finance Company Co., Ltd., SAIC-GMAC Automotive Finance Co., Ltd., Volkswagen Finance (China) Co. Ltd., BMW Automotive Finance (China) Co., Ltd., Mercedes-Benz Financial Services, Genius Auto Finance Co., Ltd., Dongfeng Nissan Auto Finance Co., Ltd., GAC-SOFINCO Automobile Finance Co., Toyota Motor Finance (China) Co., Ltd., and Home Credit Consumer Finance Co., Ltd, Industrial Consumer Finance Co., Ltd, Mashang Consumer Finance Co., Ltd, Henan Zhongyuan Consumer Finance Co., Ltd. In addition, SCB China has been actively involved in Asset Backed Notes transactions in CIBM market, as of 31 December 2025, SCB China has led underwrite 6 asset baked notes, originators include: Volvo Car Group Financial Leasing (Shanghai), China Foreign Economy and Trade Trust, JC International Finance & Lease, Shanghai Changtu Financial Leasing, Heying Commercial Factoring (Shenzhen).

Fubon Bank (China) Co., Ltd

Fubon Bank (China) Co., Ltd. (hereinafter referred to as "Fubon Bank (China)") was formerly known as Hua Yi Bank, the first commercial bank jointly funded by both sides of the Taiwan Strait. It was officially established in June 1997 in the Pudong New Area of Shanghai. In January 2014, Fubon Financial Holding Co., Ltd. (hereinafter referred to as "Fubon Financial") and Taipei Fubon Bank officially acquired an 80% stake in Hua Yi Bank, which was subsequently renamed Fubon Bank

(China), and became a wholly-owned subsidiary of Fubon Financial in 2016. Fubon Bank (China) is headquartered in Shanghai, with its legal representative being Ma Lixin.

As of the end of 2025, Fubon Bank (China) has obtained a long-term credit rating of BBB+ from S&P, a long-term credit rating of Baa1 from Moody's, and a main entity credit rating of AAA from China Chengxin International Credit Rating Co., Ltd. The Bank has a registered capital of RMB 2.445 billion and operates 25 banking outlets across 14 cities and regions nationwide. As of the end of 2025, Fubon Bank (China) had total assets of RMB 156.334 billion, total loans and advances of RMB 80.534 billion, total deposits of RMB 115.327 billion, and achieved a net profit of RMB 518 million. Its asset quality remained stable, with various indicators ranking among the top among Taiwanese-funded and foreign-funded banks in mainland China.

Fubon Bank (China) has been qualified for underwriting local government bonds, financial bonds, and debt financing instruments of non-financial enterprises. The Bank joined the book-entry treasury bond underwriting syndicate for the first time in 2024 and was the only Taiwanese-funded bank invited to attend the on-site signing ceremony. For the new term of local government bond underwriting syndicates commencing in 2025, the Bank is a member of 24 syndicates in total, and is the first and only Taiwanese-funded bank in each of these syndicates. In 2025, the Bank participated in the underwriting of 185 book-entry treasury bonds, with an underwriting amount of RMB 39.85 billion. At the same time, the Bank actively participated in the underwriting of asset-backed securities and financial bonds, covering a diverse range of bond types including green financial bonds, small-and-micro enterprise financial bonds, and agricultural financial bonds. Issuers include Chinese and foreign banks as well as non-bank financial institutions such as financial leasing companies, consumer finance companies, and auto finance companies. In 2025, the Bank joined a total of 41 commercial bank financial bond and non-bank financial bond underwriting syndicates, with an underwriting amount of RMB 3.15 billion, delivering outstanding performance among foreign-funded institutions. In addition, the Bank joined 38 asset-backed securities underwriting syndicates, with an underwriting amount of RMB 4.44 billion.

The Bank is active in secondary market trading on both the interbank market and the exchange market, with RMB bond trading volumes of RMB 1,584.592 billion and RMB 805.823 billion in 2024 and 2025, respectively. In addition to meeting basic allocation needs, the Bank has also increased its participation in the trading book segment to capture market opportunities and actively engage in band trading of treasury bonds and policy bank financial bonds. Alongside steady growth in trading volume, the Bank has focused on enhancing its quotation capabilities in the interbank RMB business. Since the launch of the X-BOND anonymous cash bond trading system, the Bank has actively quoted to provide liquidity to the market and has been ranked among the top 30 active traders in the X-BOND monthly list on several occasions. From 2023 to 2025, the Bank's bond investment balances were RMB 52.995 billion, RMB 45.876 billion, and RMB 51.111 billion, respectively. In terms of local government bonds, leveraging its interbank market bond market maker license, the Bank actively participates in secondary market trading of local government bonds to provide liquidity support. The Bank's secondary market share in local government bond trading ranks among the leading foreign-funded banks.

The Originator and Servicer

Volkswagen Finance (China) Co., Ltd. (the "VWFC") established its office in Beijing in 1998, officially set up a wholly owned subsidiary in August 2004 and started to operate retail loan business. VWFC initiated the dealer loan business in 2006. The initial registered capital was RMB 500 million and increased to RMB 1,000 million following the capital increase in May 2008, followed by RMB 1,800 million in March 2012, RMB 3,000 million in December 2012, RMB 4,000 million in March 2014, and RMB 8,200 million in December 2018. VWFC is the wholly owned subsidiary of Volkswagen Financial Services Overseas AG one of the largest auto finance

service providers in Europe, which is a non-banking financial institution providing exclusive auto finance service and aiming to increase the sales of Volkswagen group's auto in China. VWFC provides a series of innovative financial services for major brands including Bentley, FAW-AUDI, FAW-VW, Jetta, Lamborghini, Porsche, SAIC-AUDI, Skoda, SVW, VW Import, VW Anhui. Up to the end of 2025, the network of retail business has covered more than 300 cities of more than 30 provinces, municipalities and autonomous regions and has nearly 3000 cooperative auto dealers. The size of total assets of VWFC is approximately RMB 419 billion.

Company Information

VWFC is 100% owned by Volkswagen Financial Services Overseas AG. VWFC was first set up as a representative office in 1998. In 2004, VWFC was formally incorporated in Beijing and licensed as an auto finance company under the supervision of NFRA.

VWFC's portfolio has been growing rapidly in the past few years. From 2008 to the end of 2025, the number of outstanding contracts (i.e. portfolio) has increased by approximately 10.7 times, and the number of employee has increased about 43%.

By the end of 2025, newly increased retail loan contracts of VWFC reach about 24,500, which represent a 8.25% penetration rate (i.e. the proportion of the number of cars sold by VW dealers and financed by the automobile loans issued by VWFC to the total number of cars sold by VW dealers) for the total number of cars sold by VW dealers.

General Financial Information

The below financial information is abstracted from the audited financial statements of VWFC from 2022 to 2025.

Major Financial Data of VWFC from 2022 to 2025

Currency: Million RMB

	Year 2022	Year 2023	Year 2024	Year 2025
Total Asset	78,789	66,437	42,335	41,883
Owner's Equity	16,243	17,153	17,885	16,127
Operating Revenue	3,609	3,118	2,091	1,716
Total Profit	2,618	2,358	1,227	857
Net Profit	1,847	1,640	732	432

Major Retail Product Information

The major types of retail product provided by VWFC to the customers include:

I. VWFC Loan Product

a) Classic Credit Product

New cars: The customer repays the loan in equal monthly payments during the term of the contract. The customers are usually individuals and companies (especially small and medium-sized enterprises). The term of loan of new cars is usually between 12 to 60 months. The down payment of the traditional power automobile loans and the new energy automobile loans can be as low as zero with condition.

The Classic Credit is a fixed interest product. Requests for repayment date changes can be submitted and will be approved at VWFC's sole discretion, and liquidated damages will be payable for prepayment. Clients are allowed to apply for an extension of the term of a Classic Credit of new cars, provided that the total term of the loan term and the extension period may not exceed 5 years.

Used car: The term of a retail loan of used cars is 12 to 36 months. The down payment shall not be lower than 30% of the appraised price of the car. The term of a fuel automobile and hybrid models (including range-extended and plug-in hybrid models) + the term of contract may not exceed 18 years, and the mileage may not exceed 300,000 kilometers. The term of a new energy automobile + the term of contract may not exceed 7 years, and the mileage may not exceed 80,000 kilometers. Clients are allowed to apply for extension of the term of a Classic Credit of used cars, provided that the total term of the loan term and the extension period may not exceed 3 years.

b) Structured Payment Product

New car: The customer repays the loan in equal monthly payments for each period however the monthly payments can be different from period to period. Total loan tenor should contain no more than 6 periods. The maximum term of the loan shall not exceed 60 months. The down payment of the traditional power automobile loans and the new energy automobile loans can be as low as zero with condition.

Structured Payment is a fixed interest product. Full early termination is allowed. The repayment schedule should be decided and fixed in the loan contract, and cannot be changed once loan contract is signed off. Any application submitted by the customer will be approved at VWFC's sole discretion, subject to liquidated damages.

Used car: Structured Payment of used cars is applied only to the downward payment, which means the monthly payment shall decrease.

c) Balloon Credit Product

New car: The customer can maximize the flexibilities on monthly payment by providing down payment and final balloon payment. The term of loan of new cars is usually between 12 to 60 months. Generally, the down payment of the traditional power automobile loans and the new energy automobile loans can be as low as zero with condition. The products can be broadly categorized as follows:

3030 Balloon Credit Product: Usually a 36-month product with a 30% down payment and a 30% balance payment.

5050 Balloon Credit Product: Usually a 12-month or 24-month product with a 50% down payment and a 50% balance payment.

Standard Balloon Credit Product: Usually a product ranging from 12 to 60 months with zero down payment and a balance payment of no more than 25%.

Balloon Payment Products: Terms typically range from 12 to 60 months, with a minimum down payment of zero (subject to conditions), and a balloon payment ratio generally between 1% and 5%.

The setting of the down payment ratio and balance payment ratio shall be subject to the product policy. The final balloon payment can be settled through one-off payment, extension of tenor or trade-in of used car for a new one (not applicable to new energy automobiles).

Used car: The term of loan of used cars is usually between 12 to 36 months, with the minimum down payment as 30% of the appraised price of the cars and the maximum balloon payment as 50% of the loan.

No right of extension for a 5-year loan for a new car and a 3-year loan for a used car. The Balloon Credit is a fixed interest product. The borrower may apply for early amortisation, which shall be subject to the approval of VWFC, and liquidated damages will be payable for prepayment.

d) Personalized Loan Product Enjoy Loan Product

A classic credit product designed for individual customers, which is one of the innovative financing solutions offered by VWFC, provides customers with low down payment and low monthly payment pressures.

II. VWFC Leasing Product

The proportion of down payment for leased products is low, with lease terms ranging from 6 to 60 months. Upon expiry of the lease term, the customer may choose to return the vehicle, purchase the vehicle or replace it with a new vehicle. In addition, due to the nature of leasing, the amount of monthly supply is low. For corporate customers, leasing may be entitled to the preferential tax credit policy.

The pooled assets do not include leased products and personalized loan products in the loan products.

Business proceedings of VWFC

Under the Servicing Agreement, the Receivables are to be originated and administered together with all other Receivables of VWFC according to its normal business procedures as they exist from time to time.

The normal business procedure of VWFC currently includes the following:

Loan origination

VWFC has a standardised loan origination process, which involves flow of documentation and flow of funds between customer, car dealer and VWFC. Detailed procedures are listed in the following table.

Steps	Details
1	Customer signs an automobile sales contract with the car dealer
2	Customer signs a credit application and submits supporting documents to the car dealer (e.g. copy of ID card for individual applicant; copy of business license for non-individual applicant)
3	Car dealer sends the credit application and customer profile to VWFC via on-line IT tool
4	VWFC notifies the car dealer of the results of credit approval via the IT tool.
5	If the loan is approved by VWFC, approval letter and loan contract will be generated in the IT tool
6	Car dealer collects down payment from the customer and provides the loan contract via the IT tool and witness the execution of the loan contract
7	Customer signs the loan contract and passes the contract to the car dealer
8	Car dealer sends the loan contract, payment documents (photocopy of automobile sales contract, uniform invoice of automobile sales, etc.) to VWFC via IT tool
9	VWFC pays to the car dealer the financing amount less down payment (as the down payment is already sent by the customer to the car dealer in step 6)

10	Car dealer completes mortgage registration as required by VWFC and sends the original copy of loan contract and the original automobile registration certificate or a copy thereof to VWFC by post
11	Customer pays monthly instalments to VWFC
12	When the loan is completely paid down at the end, VWFC will courier the automobile registration certificate to the customers and assist the customers to go through the formalities for the cancellation of the mortgage registration

Approval

The Credit Team is responsible for making credit decisions. The credit decision process involves a number of steps. Detailed procedures are listed in the following table.

Steps	Details
1	The dealer enter and transmit the customers' credit application and credit application materials to VWFC through online system.
2	Customers' credit analysis will be carried out by the credit system. A credit score will be awarded to the application, which is based on customer's credit reference information retrieved from bureaus like PBOC credit system, customer application information, income and other qualification information, and relevant factors such as information on the automobiles/loans purchased by customers.
3	After obtaining the Customers' credit score in steps 2, a decision will be made on whether the applications are automatically approved, automatically rejected or manually reviewed. The detailed steps for manual review is as follows:
4	For loan applications requiring manual review, a loan examiner with the corresponding review authority shall conduct an assessment, which shall include the documents submitted by the applicants and the results of the credit inquiries, and shall, in accordance with the review policies and in light of the qualifications of the clients, arrange a telephone interview, and if necessary, arrange an on-site interview.
5	The loan examiner may, in accordance with the situation of the loan application, require the loan applicant to provide valid income certificate, including the information of the employer, certificate of income of the employer, tax payment certificate, running records of the bank statement, certificate of business income, conditions of house property, credit record of PBOC, public accumulation fund loan, etc., so as to judge whether the borrower's income is stable and whether he or she has the ability to repay the loan.
6	Based on the evaluation results, loan examiner with appropriate approval authority may require to adjust down payment percentage, loan tenor or other loan conditions.

As for an application that is automatically rejected by the system, if a customer can provide additional information to prove that it has full repayment capability and the customer has no record of fraud or default, or after the customer amends its loan conditions, such application may be resubmitted by the dealer or through the district manager for approval. The retail loan review team leader whose approval authority level is above 4 levels may accept or reject the application for reconsideration within his own scope of authority.

Form of Security

All of the assets in the pool are all mortgage loans. Meanwhile, some loans in the pool are guaranteed by a third party or have co-borrowers.

Loan Servicing

The retail customer care and consumer protection department is responsible for loan servicing. It is mainly divided into 5 teams: channel service management team, customer service management team, outsourcing and credit management team, process optimization and project management team, consumer protection team. Mainly responsible for: payment control, customer service, dealer service, document management, and credit management business.

1) Disbursement

The channel service management team handles the loan disbursement process, which includes the steps as shown in the following table.

Steps	Details
1	Car dealer sends the payment documents to the channel service management team. Payment documents include: loan contracts, automobile sales contract, uniform invoice of motor vehicle sales and other documents required by VWFC
2	Channel service management team checks the completeness of the payment documents, and ensures that the information stated in the payment documents are consistent with the data in the IT Tool, which was filled in by the car dealer during credit application. The channel service management team will also check whether the signature of borrower and dealer chop on contracts are in place
3	If inconsistencies are discovered or if some documents are missing, the channel service management team will inform the car dealer, who will then resubmit the correct documents to the channel service management team
4	After satisfying the thorough checking by the channel service management team, loan disbursement shall be carried out

The channel service management team is also in charge of the monitoring of vehicle mortgage registration status and filing status of contracts and other documents. In the case that loan disbursements are made prior to vehicle mortgage registration, or based on scanned copies of documents before receiving the original copies, the channel service management team needs to monitor the vehicle registration status and filing status of contracts and other documents and supervise and urge the dealers to complete the follow-up business.

2) Customer Service

The customer service team is responsible for the management of incoming calls and outbound calls. Upon receipt of any changes in customer data through the calls, they will capture the changes on the loan contracts. For example, when a customer calls the customer service hotline to request for an extension or deferred payment, the customer service team will record the customer's need and forward the request to the competent person for review. Then subsequent relevant operations will be completed according to the review comments.

Loan contracts are broadly classified into two types: current contracts and terminated contracts.

The table below shows the types of information that have to be managed in case of change.

Types of contract	Types of information	Examples
Current contracts	Non-financial changing	(i) Contact methods change (ii) Repayment bank account change (iii) Borrowers

	Financial changing	(i)	Change in the loan plan
	Claims management	(i)	Claims declaration
	Complaint management	(i) (ii) (iii)	Complaint on service quality Complaint on efficiency Complaint on product
Terminated contracts	n/a	(i) (ii)	Prepare mortgage de-registration application documents Post vehicle documents back to customer or dealer

3) Filing

The channel service management team is responsible for the management of customer file, such as archiving, lending and releasing of documents, etc..

4) Dealer Service

A channel service management service team shall be responsible for the implementation of maintenance business service hotline of dealer, which main include the provision of support to dealers to resolve problems encountered in the course of business. To manage the cooperation agreement with dealers in the archives; To maintain the relevant information of dealers in the business system according to the cooperation agreement with dealers and the need of business development; Meanwhile, dealer service team will provide support to the loan review, such as the check of authorization documents, arrangement of home visit, etc..

5) Credit Management

Taking the lead in credit compliance management and implementation for relevant departments of VWFC; serve as a window for communication between the VWFC and the Credit Management Department of PBOC, maintain a good relationship with supervisors, and create a credit compliance culture in the VWFC; will also be responsible for specific operations such as credit information reporting, dispute and complaint treatment and the construction and maintenance of credit information systems.

Delinquency / Default Management

The risk management department is composed of risk assessment team, asset management team, early collection management team, litigation management team, asset collection team and risk control team. It is primarily responsible for the design and maintenance of automated assessment model strategies for retail clients, the formulation of risk policies for financing products (loans and finance leases), the quality monitoring and management of loan and finance lease assets, post-default collection efforts for retail business, and the company's internal control functions.

The specific responsibilities are as follows:

Risk assessment team

Responsible for designing and establishing customer credit risk assessment model and relevant automatic decision-making and approval strategies, evaluating its applicability on a regular basis and making adjustment and updating as necessary; formulating and maintaining the relevant internal management rules for credit risk models and strategies in accordance with the group standards and local regulations; responsible for the development and implementation of a credit risk management automation project; and responsible for the analysis, evaluation and monitoring of credit risk.

Asset management team

Through data analysis and industry knowledge, to monitor and manage the quality of loan assets as well as vehicle residual value, being responsible for the calculation and estimation of risk reserves, setting accurate new business risk costs, optimizing financing and post-financing strategies and submitting relevant reports based on internal and external requirements.

Early Collection Management Team

The Early Collection Management Team is mainly responsible for the short-aged debt collection of overdue contracts, in-depth collection of medium and long-aged debts in retail business, as well as long-aged debt collection after write-off. The purpose of short-aged, medium and long-aged debt collection is to conduct collection notifications through SMS, WeChat, dunning letters and other means, and entrust third-party collection agencies to carry out telephone and on-site collection to minimize the occurrence of non-performing assets and strive to maintain them at a reasonable level, and the purpose of long-aged debt collection after write-off is to maximize cash recovery through all legal means on the premise of adhering to the balance of cost and benefit.

Litigation management team

The Litigation Management Team strictly follows the relevant provisions of the company's relevant regulations, comprehensively applies laws and regulations, systematically collects case evidence. Various judicial procedures such as case filing in court, applying for enforcement, applying for preservation during litigation and realizing security interests will be used to actively facilitate the handling process of default cases. At the same time, the team will coordinate with external third-party cooperative institutions, integrates resources and maintains close cooperation, aiming to efficiently mitigate risks, accelerate arrears recovery, maximize the protection of the company's rights and interests, and minimize asset losses.

Asset Collection Team

The Asset Collection Team is responsible for the disposal of overdue and non-performing assets, and is committed to maximizing the recovery of asset value. Specific tasks include tracking vehicles in overdue status and completing the physical recovery of mortgaged vehicles; implementing professional inventory management for recovered vehicles, including vehicle handover, condition assessment, safe storage and necessary maintenance to control the depreciation of asset value; disposing of recovered vehicles through compliant and professional channels to realize collateral; at the same time, being responsible for transferring difficult-to-dispose claims to maximize the capital recovery of non-performing assets.

Risk control team

To undertake such duties and responsibilities as internal control, business continuity management, operation risk management and business activity outsourcing management of the company; follow up the adjustment of the company's products, processes and business from the risk perspective and put forward the requirements for risk control, implement business anti-fraud management and support management channels, and establish and maintain risk governance structure and prepare reports on relevant risk management.

Administration of the Purchased Receivables under the Servicing Agreement

VWFC agrees to act as Servicer under the Servicing Agreement. In this capacity and subject to revocation by the Issuer after a Servicer Replacement Event having occurred, it has retained the right and is authorized and required to collect the Purchased Receivables in accordance with the relevant methods and standards of the loan servicing manual formulated by the Servicer and the Servicer's customary practices in effect from time to time, using the same degree of skill and attention that the Servicer exercises with respect to comparable vehicle Receivables that the Servicer collects for itself or others (where applicable). The Servicer may grant extensions,

deferrals, amendments, modifications or adjustments on a Purchased Receivable in accordance with its customary practices in effect from time to time.

In the event of an Early Settlement under Clause 4 (*Early Settlement/Clean-up Call*) of the Trust Agreement, the Servicer shall immediately collect the Settlement Amount from the Originator and transfer such Settlement Amount or Clean-Up Call Settlement Amount (as the case may be) in accordance with the provisions in relation to the distribution under the Servicing Agreement.

Commingling

The Servicer is entitled to commingle the Collections from the Purchased Receivables with its own funds during each Monthly Period if its credit rating satisfies the Servicer Required Rating or above, provided that it shall, on the sixth (6th) Business Day prior to each Payment Date, make a deposit of such monthly Collections into the Distribution Account, but if its credit rating fails to satisfy the Servicer Required Rating, the following payment mechanism shall apply:

Since the Monthly Collateral Start Date, the Servicer shall:

- (i) advance an amount into the Distribution Account, equal to the Monthly Collateral for the Monthly Period in which the Monthly Collateral Start Date falls plus, if the Monthly Collateral Start Date falls on a date prior to the sixth (6th) Business Day prior to the Payment Date falling in such Monthly Period, an amount equal to the Monthly Collateral in respect of the preceding Monthly Period;
- (ii) for any subsequent Monthly Period in which the Servicer continues to fail to satisfy the Servicer Required Rating (save in respect of any Monthly Collateral posted under paragraph (i) above): on the first (1st) calendar day of such Monthly Period, determine the amount representing the Monthly Collateral in respect of the Monthly Period, and transfer the Monthly Collateral to the Distribution Account to be retained until the sixth (6th) Business Day prior to the Payment Date relating to such Monthly Period;

In the event that the above-mentioned calendar day on which the Monthly Collateral shall be made is not a Business Day, the Servicer shall transfer the Monthly Collateral on the next following Business Day unless that day falls in the next calendar month, in which case the date will be the first preceding day that is a Business Day.

- (iii) on the sixth (6th) Business Day prior to any Payment Date, Servicer's obligation to pay Collections for the relevant Monthly Period into the Distribution Account may be netted against its claim for repayment of the Monthly Collateral for such Monthly Period and such Monthly Collateral (after netting) will form part of the Available Distribution Amount on such Payment Date. If for such Monthly Period, the Monthly Servicing Report shows (1) that the Monthly Collateral which has been transferred to the Distribution Account by the Servicer for the relevant Monthly Period exceeds the Collections received by the Servicer for such Monthly Period, such excess amount shall be released to the Servicer outside the Order of Priority on the sixth (6th) Business Day prior to the relevant Payment Date, or (2) that the Collections received by the Servicer for such Monthly Period exceed the Monthly Collateral which has been transferred to the Distribution Account by the Servicer for the relevant Monthly Period, an amount equal to such excess shall be paid into the Distribution Account by the Servicer on the sixth (6th) Business Day prior to the relevant Payment Date;
- (iv) if the Servicer Required Rating is satisfied again, any Monthly Collateral standing to the credit of the Distribution Account shall be released to the Servicer outside the Order of Priority on the sixth (6th) Business Day prior to the next Payment Date following such satisfaction; and
- (v) promptly nominate a back-up Servicer which shall be acceptable to the Issuer, by notifying the Issuer in writing.

Provided it complies with its posting obligations in above paragraph (i) and paragraph (ii) and its obligation to transfer Collections to the Distribution Account in accordance with the Servicing Agreement, the Servicer shall be entitled to hold, use and invest the Collections at its own risk without having to segregate such funds from its

own or other funds, and the Servicer will be required to make a deposit of the monthly Collections collected by it to the Distribution Account on the sixth (6th) Business Day prior to each Payment Date. Otherwise, Collections collected by the Servicer will be required to be remitted by it to the Distribution Account on the third (3rd) Business Day after receipt of such Collections.

Servicing Report

Under the Servicing Agreement the Servicer undertakes to inform the Issuer on each Servicer Report Performance Date and subsequently inform the Rating Agencies (the “**Monthly Servicing Report**”):

- (i) the Available Distribution Amount and the aggregate amount to be distributed in relation to each Note on the immediately following Payment Date;
- (ii) the repayment of the nominal amount attributed to each Note as advanced together with the interest payment;
- (iii) the nominal amount still outstanding on each Note as at each respective Payment Date;
- (iv) the General Cash Collateral Amount on the immediately following Payment Date;
- (v) the sums corresponding to the administration fees and servicing fees;
- (vi) the Cumulative Gross Loss Ratio;
- (vii) the Class A Actual Overcollateralisation Percentage;
- (viii) the applicable Class A Targeted Overcollateralisation Percentage;
- (ix) delinquency information for delinquency periods of up to 30 days, 30 to 60 days, 60 to 90 days, 90 to 120 days, 120 to 150 days, 150 to 180 days and greater than 180 days with respect to the number of delinquent Loan Contracts, the amount of delinquent Purchased Receivables and the total outstanding Discounted Receivables Balance of delinquent Loan Contracts;
- (x) in the event of the final Payment Date, the fact that such date is the final Payment Date;
- (xi) stratification tables; and
- (xii) the amortisation profile of the pool.

The Servicer will inform the Rating Agencies without undue delay in case its credit and collection policy is changed in a way which could have a material adverse effect on the payment of the Notes.

The Servicer shall provide the Rating Agencies with the reports and information which the agencies reasonably request for the purpose of maintaining their rating of the Notes.

The Servicer is entitled to submit any reports, information and certificates pursuant to the relevant provisions under the Servicing Agreement in electronic or hard copy form, as it may elect.

Distribution Procedure

The Servicer will transfer on the sixth (6th) Business Day prior to each Payment Date to the Distribution Account the Collections of each month.

Administration of Insurance Benefits and Realisation of Security

The Servicer is authorised (until it is revoked by the Issuer) and required to assert, in accordance with its customary practices in effect from time to time in relation to the respective insurance companies, claims to

payments of the insurance proceeds entrusted or assigned to the Issuer under the Trust Agreement. The Servicer is not required to monitor the status of any Borrower's compliance or non-compliance of the insurance requirements, and the Servicer shall not be liable for any failure by any Borrower to comply with such requirements.

Upon the termination of a Loan Contract in relation to a Defaulted Receivable, the Servicer is authorised (until it is revoked by the Issuer) and required to exercise the creditor's rights on behalf of the Issuer and to exercise the mortgage right to sell or otherwise dispose of such Financed Objects in accordance with the Servicer's customary practices in effect from time to time. The proceeds from the sale or disposal which the Issuer is entitled to according to the Trust Agreement shall be paid to the Issuer or otherwise credited to the Distribution Account in accordance with the Trust Agreement.

Dismissal and Replacement of the Servicer

Upon the occurrence of a Servicer Replacement Event, the Issuer shall be entitled to dismiss the Servicer by written notification and to appoint a replacement Servicer. The dismissal and the appointment of a replacement Servicer shall only become effective after the replacement Servicer has (a) assumed all the rights and obligations of the Servicer under the Servicing Agreement and (b) agreed to indemnify and hold harmless the Issuer from all procedures, claims, obligations and liabilities as well as all related costs, fees, damages claims and expenditures (inclusive of fees and expenditures associated with legal advice, chartered accountants and other experts or persons commissioned or initiated from the dismissed Servicer) which it may incur, arising out of, in connection with or based upon any negligence, breach of contractual duties or any other omission or action of the dismissed Servicer. Upon such a dismissal:

- the dismissed Servicer's authorisation and power to collect the Purchased Receivables as Servicer shall cease;
- the dismissed Servicer shall transfer all the then existing vested rights and assets held by it to the replacement Servicer within thirty (30) calendar days;
- the dismissed Servicer shall place all information, files and documents, which are necessary for the proper performance of the Servicer's obligations, at the replacement Servicer's disposal; and
- the Servicer shall be precluded from asserting retention rights and from setting-off.

Within five (5) Business Days of the occurrence of a Servicer Replacement Event, the Servicer (or, under the circumstances where the Servicer has not performed its notification obligations, the replacement Servicer (if any)) or the Trust Company, as the case may be, shall issue a Rights Perfection Notice, by mail, in substantially the relevant form as set out in Schedule 2 to the Trust Agreement to:

- (i) notify the Borrowers of the fact that a trust has been established over the relevant Purchased Receivables and the Loan Collateral;
- (ii) notify each of the Insurers (and insured persons) (if any) of each of the Loan Contracts and Financed Objects of the fact that a trust has been established over the relevant Purchased Receivables and Loan Collateral, the assignment of the relevant insurance claims under the Servicing Agreement, and of the rights of the replacement Servicer; and
- (iii) notify the Security Providers of the fact that a trust has been established over the relevant Purchased Receivables and the Loan Collateral.]

Account Bank

Postal Savings Bank of China traces its origins back to the postal savings services established in 1919, with a history spanning over a century. In March 2007, following reforms to the original postal savings management system, Postal Savings Bank of China Co., Ltd. (hereinafter referred to as "PSBC") was formally established. It was restructured into a joint-stock company in January 2012, introduced ten domestic and foreign strategic

investors in December 2015, listed on the Hong Kong Stock Exchange in September 2016, and completed its dual listing on the Shanghai Stock Exchange in December 2019, successfully achieving the three-phase reform objectives of "corporatization – strategic investment introduction – A+H dual listing."

Leveraging its nationwide offline network, with nearly 40,000 outlets, PSBC serves over 660 million individual customers as of the end of 2025. Positioned to support agriculture, rural areas, farmers, urban and rural residents, and small and medium-sized enterprises (SMEs), the Bank leverages its unique "self-operated + agency" model and resource strengths to focus on the most dynamic segments of China's economic transformation. PSBC is accelerating its evolution into a new retail banking model characterized by data-driven operations, channel integration, combined wholesale and retail services, and operational efficiency. As a leading Chinese retail bank with high-quality assets and strong growth potential, PSBC operated more than 39,200 business outlets nationwide. The Bank's managed assets under management (AUM) for retail customers reached RMB 18.30 trillion, representing a year-on-year increase of 9.64% from the end of the previous year; total assets exceeded RMB 18.68 trillion, up 9.35% year-on-year; and it achieved an operating revenue of RMB 355.728 billion and a net profit of RMB 87.623 billion for the full year, demonstrating steady growth in both business scale and profitability.

PSBC obtained securities investment fund custody qualifications on 23 July 2009 (approved by the former China Securities Regulatory Commission and China Banking Regulatory Commission), becoming China's 16th licensed custodian bank. On 19 July 2012, it secured insurance funds custody qualifications from the former China Insurance Regulatory Commission. Today, the Bank offers a comprehensive custody platform covering multiple asset classes: securities investment funds, fund company specific asset management plans, trust plans, bank wealth management products (domestic/foreign currency), private equity funds, securities company asset management plans, insurance funds, and insurance asset management plans. Leveraging its advantages in retail customer base and nationwide outlets, its custody scale has maintained continuous and steady growth. As of the end of 2025, its total custody assets exceeded RMB 6 trillion

The Custody Business Department of Postal Savings Bank of China Beijing Branch was officially established at the end of 2013. Over the past decade since its establishment, serving as a Tier-1 operation center for the Bank's custody business, it has undertaken the custody operations for nine provincial branches in the northern region (the three northeastern provinces, Tianjin, Hebei, Shanxi, Inner Mongolia, Xinjiang, and Dalian). The peak custody operation scale of the Beijing Branch reached RMB 1.7 trillion, accounting for over a quarter of the Bank's total. It features a comprehensive range of operation products, as well as highly professional and experienced operational staff. Since 2023, guided by the Head Office's centralized operation reform, the Custody Business Department of the Beijing Branch has comprehensively transformed and upgraded into a marketing center. On the basis of continuously consolidating its custody operation service capabilities, it has persistently enhanced its customer service, channel synergy, and product innovation capabilities. As of the end of 2025, the custody assets of the PSBC Beijing Branch exceeded RMB 1 trillion, with both its scale and intermediary business income ranking first within the PSBC system. The outstanding custody scale of ABS custody-related business of the PSBC Beijing Branch stood at RMB 89.5 billion.

Rating Agencies

CBR

China Bond Rating Co., Ltd. (CBR), established in 2010 under the guidance of the People's Bank of China and initiated by the National Association of Financial Market Institutional Investors (NAFMII), is an investor-pay model credit rating agency. CBR aims to enhance the credibility of the rating industry and promote risk prevention and healthy development of the bond market through innovation in the investor-pay model. Specializing in core rating services, CBR actively conducts credit ratings for both credit bonds and credit asset-backed securities, while expanding the application of the investor-pay model to broader scenarios such as risk pricing and bond indices. CBR is committed to contributing professional expertise to the stability of financial markets.

After 15 years of exploration and practice, CBR has built a leading, mature, and comprehensive rating technical system tailored to China's national conditions. CBR has achieved full coverage in ratings, demonstrating strong rating differentiation and early warning capabilities, and provides a market validation function for the bond market through its investor-pay ratings in various forms. Leveraging its deep rating expertise, CBR has

developed a "value-based" valuation framework that combines transaction-driven analysis with fundamental credit assessment, aiming to provide diversified valuation references for the market. This framework effectively plays a functional role in risk pricing, supporting the improvement of the bond market's risk pricing mechanism and enhancing resource allocation efficiency. Based on its extensive data resources accumulated through operations and professional analytical capabilities, CBR continuously develops function-supporting data and information services. These include a full-chain service capability encompassing data analysis, model building, and related evaluation and assessment research, offering diversified data and information services to all market participants.

Fitch Bohua

Fitch Bohua is a wholly owned subsidiary of Fitch Ratings Ltd. ("Fitch Ratings") established in July 2018 in Beijing, China with a registered capital of RMB150 million. The business scope includes credit rating, credit evaluation, credit investigation and credit rating service; credit risk information analysis, research, consultation and management; economic and trade consulting; financial consulting; enterprise credit information service; data processing; and technical development, transfer, service and consultation; research, development, operation and sale of computer software providing the aforesaid service and provision of after-sale services and relevant technical guidance. (Items requiring approvals in accordance with law shall be conducted as approved after the approval of the competent authorities). On 14 May 2020, Fitch Bohua was approved to provide credit rating services for financial institutions' bonds and structured products in China's interbank market, and is committed to better serving China's capital market by the concept of Fitch. Fitch Bohua conducts in-depth study of the characteristics of Chinese market, based on the feasible, transparent and timely credit rating analysis methods which are promoted by Fitch Ratings all over the world, and in light of China's actual conditions, formulate appropriate regional credit rating methods to provide timely, in-depth and specific information for regulators, issuers, underwriters and relevant intermediaries in China, contributing to the development of China's capital market. Furthermore, the company will insist on improving its services for investors, which will benefit both domestic and overseas investors of Chinese bonds.

Accounting Firm

Ernst & Young Hua Ming LLP is a global, leading and professional service institution, which has over 760 branches in over 150 countries or areas and employs more than 400,000 staff. Over the years, EY has integrated its global and regional business to keep pace with the development of the economic globalization and regionalization, in order to enhance its ability to provide superior and professional services in consistency without borders to its customers around the world.

EY employs around 20,000 staff in the region of Great China. The business of EY are conducted in Chinese Mainland, Hong Kong, Macao and Taiwan, which makes EY become the institution with the highest level in integration of the area business among the professional institutions. The business in China of EY is an important part of its business in APAC, and its integrated organization structure grants it ability to burden important investment in China for a long time.

EY is one of the large-scale and professional institutions offering consultation service in asset securitization to companies involving in domestic and international structured financing projects. EY provides extensive services to companies carrying out asset securitization and assists the customers to conduct excellent structured financing projects.

Tax Advisor

KPMG is a global organization of independent professional services firms providing Audit, Tax and Advisory services. KPMG is the brand under which the member firms of KPMG International Limited ("KPMG International") operate and provide professional services.

KPMG firms operate in 143 countries and territories with more than 265,000 partners and employees working in member firms around the world. KPMG China has offices located in 31 cities with over 15,000 partners and staff. Working collaboratively across all these offices, KPMG China can deploy experienced professionals efficiently, wherever our client is located.

KPMG has committed to support the development of asset securitization continuously ever since the launch of China's asset securitization pilot in 2005. As tax advisor, KPMG has involved in several institutions' asset securitization transactions, including auto-finance companies, consumer finance companies, state-owned commercial banks, joint-stock banks, city commercial banks, large auto finance companies, leasing companies, construction companies, real estate companies, and other financial institutions and non-financial institutions regarding the preparation of asset securitization projects and the reporting for approval of regulatory institutions. The underlying assets involve both normal and non-performing credit assets, including auto loan, credit cards, individual consumption loans, personal auto loans, petty loans, personal housing mortgage loans, etc., as well as accounts receivables in a wide variety of fields.

Legal Counsel

The Legal Counsel under this transaction is King & Wood.

King & Wood is an international law firm headquartered in Asia. King & Wood is underpinned by world class capability, drawing from its Eastern and Western perspectives to deliver incisive counsel. King & Wood is driven to understand its clients' needs, solve their problems and unearth the right opportunities as they look to unleash the fullest potential of the Asian Century.

Established in 1993, King & Wood was one of China's first private partnership law firms and one of the first Chinese firms to open offices overseas. Since then, the firm has played a leading role in the development of China's legal market, contributing to the progress of the rule of law in China and providing professional legal services for multinational companies to invest in China, as well as development and "going global" opportunities for Chinese companies.

King & Wood offers comprehensive legal services in banking & finance, corporate, cross-border M&A, securities & capital markets, litigation & arbitration, intellectual property and compliance with a team of leading lawyers in all these practice areas. King & Wood also has extensive experience in a number of key sectors and practice areas including financial services, FinTech, international funds, private equity, energy, resources & infrastructure, pharmaceutical & healthcare, entertainment, media and high-tech, internet, AI and others.

King & Wood has more than 520 partners and 1,700 professionals and 23 offices. King & Wood is able to provide Chinese, Hong Kong SAR, U.S., Japanese and Canadian law capabilities, supporting clients in their business development across Asia-Pacific, Europe, the Middle East, Africa, South America, and other regions.

Issuer and Trust Company

CCB Trust Co., Ltd. is a non-bank financial institution approved by the China Banking and Insurance Regulatory Commission (CBIRC) with the consent of the State Council, and controlled by China Construction Bank through equity investment. The company commenced operations in January 2010. It currently has a registered capital of RMB 10.5 billion.

Registered in Hefei and operating in Beijing, CCBT has established business teams across East China, South China, Southwest China and other regions, forming a nationwide business network. The company continues to deepen its transformation and innovation initiatives, steadfastly pursuing high-quality development. It conducts asset service trust, asset management trust, and public welfare and charitable trust businesses in a compliant manner, and has developed a comprehensive business portfolio covering project financing and investment, securities investment, equity investment, asset service trust, family wealth management, and charitable trust.

As a state-owned trust company controlled by China Construction Bank, one of China's major state-owned commercial banks, CCBT actively fulfills the political and people-oriented nature of financial services. The company leverages the functional advantages of the trust mechanism, focuses on enhancing the "three capabilities," and contributes to the implementation of the "Five Major Financial Initiatives," supporting the development of new quality productive forces and providing high-quality financial services to the real economy. Adhering to a customer-centric business philosophy and positioning itself as a professional trustee, CCBT faithfully performs its fiduciary duties of integrity, prudence, and diligence, continuously creating genuine, stable, and long-term value for clients. The company has maintained the highest industry rating for many consecutive years and has received prestigious awards, including "China's Best Trust Company" by The Asian Banker and "Outstanding Trust Company of China" by Securities Times.

As of the end of 2025, CCBT managed entrusted assets totaling RMB 2.36 trillion, with total assets of RMB 48.995 billion and net assets of RMB 28.903 billion, ranking among the leading trust companies in the industry.

Declarations of Securitization Transaction Experience and Default Record and Declarations of Affiliation of the Main Transaction Parties

Declarations of Securitization Experience

(1) Originator / Servicer

To date, VWFC, as the Originator and Servicer in the securitization transaction has experience of originating credit asset securitization transactions in the Interbank Bond Market. From 2014 to 2026, VWFC launched "Driver China one Trust" Project, "Driver China two Trust" Project, "Driver China three Trust" Project, "Driver China four Trust" Project, "Driver China five Trust" Project, "Driver China six Trust", "Driver China seven Trust", "Driver China eight Trust", "Driver China nine Trust", "Driver China ten Trust", "Driver China eleven Trust", "Driver China twelve Trust", "Driver China thirteen Trust", "Driver China fourteen Trust", "Driver China fifteen Trust", "Driver China sixteen Trust" and "Driver China seventeen Trust" Project in the Interbank Bond Market.

(2) Trust Company

As of March 31, 2026, CCB Trust, as trustee, has issued 335 credit securitization transactions in the interbank bond market, with a total amount of RMB 1.63 trillion. As of March 31, 2026, CCB Trust has acted as trustee on 36 retail auto mortgage loan securitization transactions, with a total amount of RMB 129 billion. CCB Trust has employed credit asset backed securitization professionals and established a comprehensive set of management and operation systems for securitization transactions. CCB Trust is authorized as a qualified trustee of special purpose trusts by the national financial regulatory authority and is eligible to act as the trustee for the special purpose trust that will be formed to issue the notes in the securitization transactions under this registration.

(3) Account Bank

Since obtaining the custody qualification in 2009, the Postal Savings Bank of China has established good asset securitization business custody cooperation relationships with a number of financial institutions, including China Construction Bank, Bank of China, Industrial and Commercial Bank of China, China CITIC Bank, Industrial Bank Co., Ltd., as well as Volkswagen Finance (China) Co., Ltd., SAIC-GM Automotive Finance Company Limited, FAW Automotive Finance Co., Ltd., GAC FCA Automotive Finance Co., Ltd., Chery Huishang Automotive Finance Co., Ltd., BYD Auto Finance Co., Ltd., Dongfeng Automotive Finance Co., Ltd., Toyota Financial Services (China) Co., Ltd., Great Wall Bin Hai Automobile Finance Co., Ltd., JD Finance, Chongqing

Masheng Consumer Finance Co., Ltd., etc. Through the cooperation in asset securitization custody business with various financial institutions, the bank has accumulated rich experience in asset securitization custody. As of the end of 2025, its total custody assets exceeded RMB 6. trillion.

Default Record

The Originator/Servicer, the Trust Company and the Account Bank have no record of securitization default.

Declarations of Affiliation

Originator, Trust Company, Lead Underwriter, Joint Lead Underwriters and Account Bank in this asset securitization project have no material (direct or indirect) equity affiliation with any other party in this asset securitization transaction. The Originator will act as Servicer in this transaction.

The Originator, Trust Company, Lead Underwriter, Joint Lead Underwriters and Account Bank and any other party in this asset securitization transaction are not (directly or indirectly) held or controlled by the same organization.

During the ordinary course, Originator, Trust Company, Lead Underwriter, Joint Lead Underwriters and Account Bank and each of their affiliates may develop business relationships or enter into agreements with other parties in this asset securitization transaction from time to time. If such relationships established or agreements entered into were in connection with commercial bank business, investment and financial advisory services and underwriting agreements, such relationships or agreements shall be based on reasonable conditions and terms.

2.3. RIGHTS AND RESPONSIBILITIES OF PARTICIPATING INSTITUTIONS

The main rights and responsibilities of each participating institutions are set out below:

Participant	Main Rights	Main Obligations
Originator/Grantor	(i) The right to receive the consideration for the issuance of the Asset Backed Notes. (ii) All relevant rights available to the Grantor pursuant to laws, administrative regulations, rules and the Trust Agreement.	(i) To guarantee that the Trust Assets comply with the requirements of representations and warranties under Trust Agreement at the time of transfer of such Trust Assets to the Trust Company. (ii) To repurchase those credit assets which fail to satisfy the criteria under the representations and warranties which the Grantor made in relation to credit assets as specified in the Trust Agreement. (iii) To ensure that the representations and warranties given by it under the Trust Agreement are true, lawful and valid. (iv) To perform the relevant notification obligations to the relevant borrower and security providers concerning the transfer of the Trust Assets from the Originator to the Trust as specified in the Trust Agreement.
Servicer	(i) To administrate the loans in the pool in accordance with the Servicing Agreement, the trustee's instructions and the resolutions of the Noteholders' Meeting. (ii) To charge the Servicer Fee and/or cost reimbursement according to the Servicing Agreement. (iii) All the relevant rights under the laws of the People's Republic of China and the Servicing Agreement.	(i) To establish a dedicated department to provide loan administration services with, as far as possible, the same degree of care and diligence given to the administration of its own loans. It must manage and maintain the complete records and evidences of the loans in the pool and keep all asset documents properly. To accept the supervision from the Issuer, and provide the Monthly Servicing Report and other reports and notices in accordance with Servicing Agreement. (ii) To manage the loans, charge and transfer the relevant funds in accordance with Servicing Agreement.
Issuer/trustee	(i) All relevant rights available to the trustee pursuant to laws, administrative regulations, rules	(i) To undertake all relevant obligations to be assumed by the trustee pursuant to laws, administrative regulations,

	and the Trust Agreement, including but not limited to the right to receive remuneration for acting as trustee, the right to administrate, operate and dispose of the Trust Assets, the right to propose the convening of the Noteholders' Meeting, and the right to exercise its rights under the Servicing Agreement and the Account Agreement. (ii) The right to appoint the Lead Underwriter and the Joint Lead Underwriters to issue the relevant notes, its rights under the Underwriting Agreement, and the right to engage legal, financial, credit rating, etc. service intermediaries to provide follow-up due diligence, audit, credit rating, etc. services for the notes to be issued and the Trust Assets.	rules and the Trust Agreement, including but not limited to preparing financial statements for the Trust Assets, submitting regular reports to the Grantor and the Noteholders regarding the status of the Trust Assets, ensuring the independence of the Trust Assets from the trustee's own property and other property under the Trust, and keeping records of Trust matters. (ii) To safeguard the rights and interests of the beneficiaries and to supervise the performance by the Servicer, the Account Bank, the securities registration and custody organization and the other parties to the transaction of the relevant agreements. (iii) To handle Trust matters pursuant to the Trust Agreement and in line with the principle of loyalty to the best interests of the Noteholders. The trustee must exercise due diligence in its administration of the Trust Assets and perform its obligation to carry out administration in an honest, creditworthy, diligent and effective manner.
Account Bank	(i) To charge Custodian Fee for looking after the assets (ii) To verify payment instructions from the trustee as stipulated in the Account Agreement.	(i) To appoint a dedicated custody department and appoint personnel with professional experience in trust fund custody to provide custodial services for the trustee of the Trust; to administration open a dedicated account for the Trust, and to ensure the independence of the Trust Asset fund account. To timely implement valid instructions given by the trustee, and to provide safe custody for the funds in the Trust account in the agreed manner. To collect and pay relevant taxes and fees and Trust earnings on an agency basis. To accept supervision and inspection by the trustee and to provide a debits breakdown in respect of the Accounts and an Account Bank Report periodically as requested by

		the trustee. To duly preserve the relevant information, and cooperate with the handover when the assets are returned to the Account Bank.
Lead Underwriter and Joint Lead Underwriters	(i) To be in charge of the issuance of each Class of Asset Backed Notes. (ii) To obtain underwriting remuneration as specified in the Underwriting Agreement.	(i) To organize an underwriting syndicate and coordinate the work of the same. (ii) To remit the amounts from underwriting the Asset Backed Notes to the bank account designated by the Issuer on schedule and in full as specified and according to their respective allocation percentages as set out in the Underwriting Agreement. (iii) To perform all other underwriting obligations according to their respective allocation percentages set out in the Underwriting Agreement, and carry out sub-underwriting as agreed. (iv) After issuance of the Asset Backed Notes has been completed, to submit relevant documents and information such as the underwriting summary, custody registrations, etc. required by the authority in charge of the issuance of the Asset Back Notes and the Asset Backed Notes registration and custody organization.
CCDC	(i) To be appointed as the registration and custody agency (ii) To be in charge of the transfer of the amount of Noteholder according to the Agency Agreement.	(i) To provide the service in respect of the registration, custody and transfer according to the Agency Agreement.
Syndication	(i) To participate into the book building issuance as the subscriber. (ii) To obtain the commission.	(i) To provide the Noteholder's list on each Payment Date.

2.4. ALLOCATION MECHANISM OF CASH-FLOWS

Prior to the occurrence of a Foreclosure Event²

Prior to the occurrence of a Foreclosure Event, any balance will, on each Payment Date, be distributed (other than repayments due to the Originator in accordance with Clause 9.2 of the Trust Agreement) according to the following Order of Priority:

first, amounts payable by the Issuer in respect of taxes (if any) in relation to the Trust;

second, the Servicer Fee payable to the Servicer;

third, on a *pari passu* basis, (1) the Trust Company Fee and Expenses payable to the Trust Company, (2) the Expenses payable to the Servicer (or replacement Servicer), including those Expenses in relation to the performance of the notification obligations referred to in Clause 6.4 (*Rights Perfection Notice*) of the Trust Agreement, (3) the Custodian fee and Expenses payable to the Account Bank, (4) the Paying Agent Fee and Expenses payable to the Paying Agent, (5) the Rating Agencies Fee and Expenses payable to the Rating Agencies, and (6) the Auditor Fee payable to the Auditor;

fourth, amounts payable in respect of (1) interest accrued during the immediately preceding Interest Period plus (2) Interest Shortfalls (if any) on the Class A Notes;

fifth, to the Cash Collateral Account to the extent needed to replenish and maintain the credit balance of the Cash Collateral Account at a level equal to the Specified Cash Collateral Account Balance;

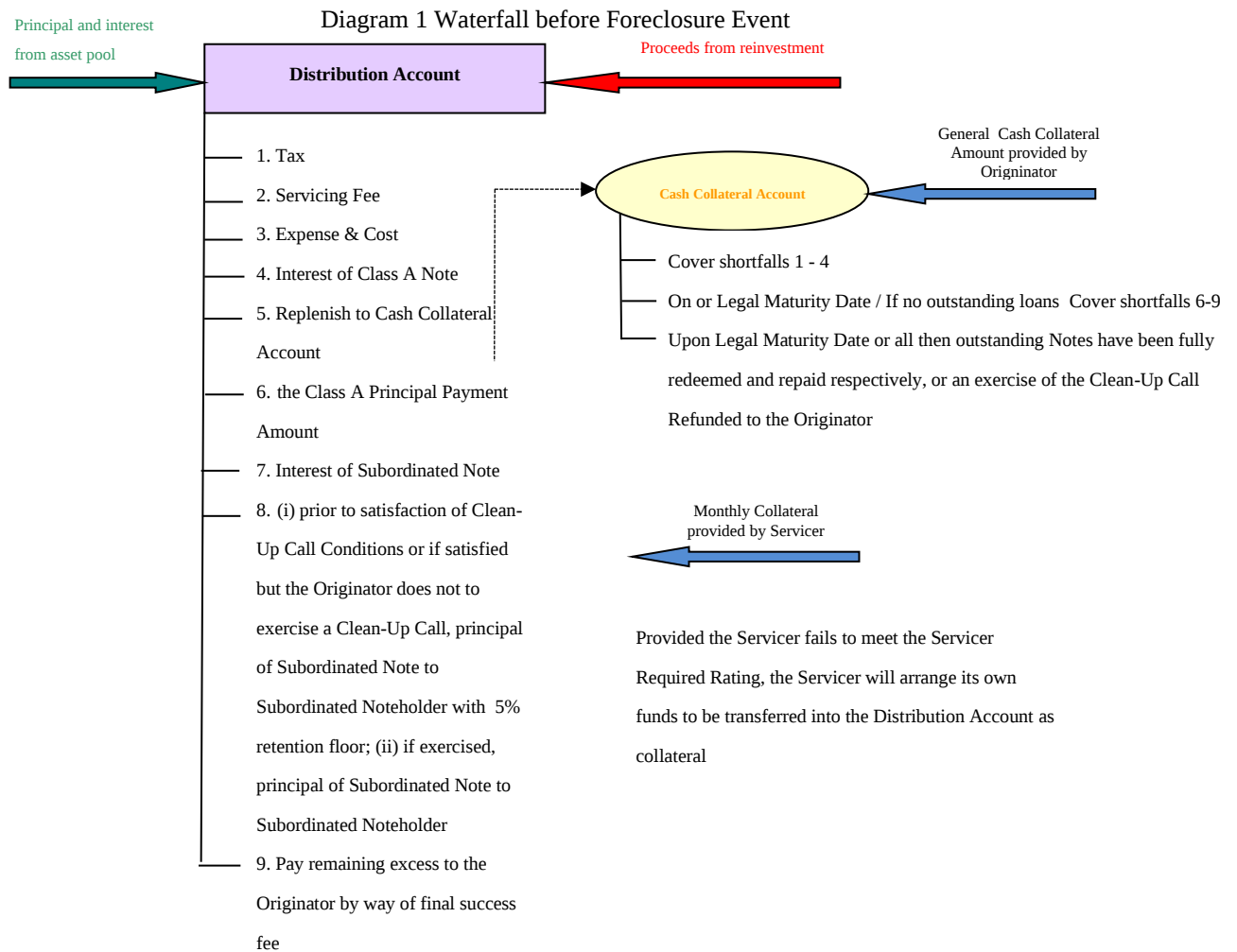
sixth, to Class A Noteholders, an aggregate amount equal to the Class A Principal Payment Amount for such Payment Date which is equal to the amount necessary to reduce the outstanding principal amount of the Class A Notes to the Class A Targeted Note Balance;

seventh, amounts payable in respect of accrued and unpaid interest on the Subordinated Notes (including, without limitation, overdue interest);

eighth, (i) prior to the satisfaction of Clean-Up Call Conditions or in the case that the Clean-Up Call Conditions are satisfied but the Originator does not exercise a Clean-Up Call, to the Subordinated Noteholders for repayment of outstanding principal amounts of Subordinated Notes on condition that the outstanding principal amounts of Subordinated Notes after repayment is no less than 5% of the then outstanding principal amount of the Notes; or (ii) after the satisfaction of Clean-Up Call Conditions and the Originator choose to exercise a Clean-Up Call, to the Subordinated Noteholders, for repayment of outstanding principal amounts of Subordinated Notes until it has been reduced to zero; and

ninth, to pay all remaining excess to the Originator by way of final success fee.

² This is similar to the event of default in the general asset securitization transaction.



After the occurrence of a Foreclosure Event

Following the occurrence of a Foreclosure Event, distributions (other than repayments due to the Originator in accordance with Clause 9.2) will be made from the Available Distribution Amount and the amount which credited in the General Cash Collateral Amount according to the following Order of Priority:

first, amounts payable by the Issuer in respect of taxes (if any) in relation to the Trust;

second, the Servicer Fee payable to the Servicer;

third, on a *pari passu* basis, (1) the Trust Company Fee and Expenses payable to the Trust Company, (2) the Expenses payable to the Servicer (or replacement Servicer), including those Expenses in relation to the performance of the notification obligations referred to in Clause 6.4 (*Rights Perfection Notice*) of the Trust Agreement, (3) the Custodian fee and Expenses payable to the Account Bank, (4) the Paying Agent Fee and Expenses payable to the Paying Agent, (5) the Rating Agencies Fee and Expenses payable to the Rating Agencies, and (6) the Auditor Fee payable to the Auditor;

fourth, amounts payable in respect of (1) interest accrued during the immediately preceding Interest Period plus (2) Interest Shortfalls (if any) on the Class A Notes;

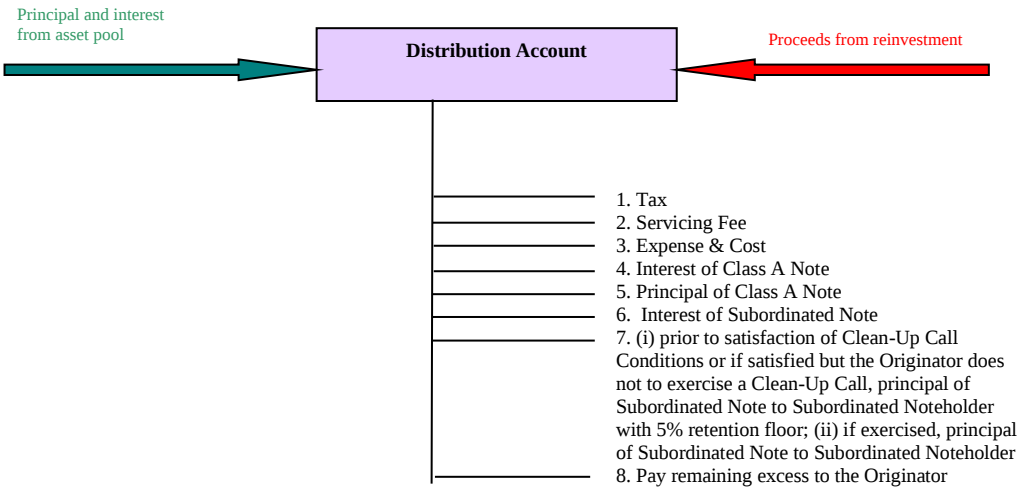
fifth, to the holders of the Class A Notes in respect of principal until the Class A Notes are redeemed in full;

sixth, amounts payable in respect of accrued and unpaid interest on the Subordinated Notes (including, without limitation, overdue interest);

seventh, (i) prior to the satisfaction of Clean-Up Call Conditions or in the case that the Clean-Up Call Conditions are satisfied but the Originator does not exercise the Clean-Up Call, to the Subordinated Noteholders for repayment of outstanding principal amounts of Subordinated Notes on condition that the outstanding principal amounts of Subordinated Notes after repayment is no less than 5% of the then outstanding principal amount of the Notes; or (ii) after the satisfaction of Clean-Up Call Conditions and the Originator choose to exercise the Clean-Up Call, to the Subordinated Noteholders, for repayment of outstanding principal amounts of Subordinated Notes until it has been reduced to zero; and

eighth, to pay all remaining excess to the Originator by way of final success fee.

Diagram 2 Waterfall after Foreclosure Event



2.5. CREDIT ENHANCEMENT

The transaction structure of Driver China eighteen follows Volkswagen Financial Services' global Driver platform. Driver China eighteen has adopted the following mechanisms in order to provide mitigation against the potential risks in connection with the transaction:

- The Asset Backed Notes will be divided into Class A Notes and Subordinated Notes. The principal and interests will be allocated pursuant to the order specified in the Trust Agreement. In the event that cash-flow is not sufficient to cover the principal and interests due and payable, the Notes with priority will be supported and secured by the Notes with subordinated priority and then, obtain the credit enhancement.
- In addition to the self-retention by VWFC of the Subordinated Notes, VWFC will provide extra 5.00% overcollateralisation to the investors, in order to mitigate potential default risk.
- Servicer's advance payment mechanism, which mitigates commingling risk. This mechanism is triggered based on the rating of the Servicer. Provided that the credit rating of the Servicer satisfies the Servicer Required Rating or above, it shall on the sixth (6th) Business Day prior to each Payment Date make a deposit of such monthly Collections into the Distribution Account, but if its credit rating fails to satisfy the Servicer Required Rating, the Servicer shall advance the Monthly Collateral into the Distribution Account. Servicer's obligation to pay Collections for the relevant Monthly Period into the Distribution Account may be netted against its claim for repayment of the Monthly Collateral for such Monthly Period. It will mitigate the commingling risk more effectively than the mechanism of simply increasing the frequency of the transfer of collections. If VWFC as Servicer is rated the Servicer Required Rating or above, Collections will be transferred to the Trust Company on a monthly basis. If the rating of VWFC as Servicer is below the Servicer Required Rating, VWFC shall make certain advance payment to the Trust Company every month, and the amounts will be determined based on the estimated Collections, otherwise, Collections collected by the Servicer will be required to be remitted by it to the Distribution Account on the third (3rd) Business Day after receipt of such Collections.
- Reserves, which is the cash reserves held by the special purpose trust. Sufficient funds will be deposited at initial stage of the transaction to provide credit enhancement and mitigate Servicer related risks. The General Cash Collateral Amount is RMB 48,000,000, and is expected to cover 3-month expenses and interest incurred or accrued under the Senior Notes. This will provide the protection against the risk of cash flow shortage.
- Setting up the reserves is in line with Driver's global standards, and is more prudent than other domestic securitization products whereby reserves would be paid only after the occurrence of the downgrading of the Servicer. This can provide credit enhancement and mitigate Servicer related risks in the transaction structure more effectively.
- In line with Driver's global standard, Driver China adopted the concept of discount so as to ensure that the cash flow of the asset pool would be sufficient to pay the preferential fees and the interest of each class of Notes. The issuance amount of the Notes equals to the discounted amount of the outstanding balance of the Receivables in the asset pool. The discount rate is determined by reference to the amount of the preferential fees and the interest accrued on each class of Notes. Consequently, the payment of such preferential fees and interest will be ensured regardless of the average interest rate of the loans in the asset pool.

2.6. ORGANIZATION FORM AND RIGHTS OF MEETING OF THE NOTEHOLDERS

Controlling Noteholders' Meeting

Matters set out in paragraph (a) of Condition 15.2 which will materially affect the interests of the Noteholders shall be decided at a Controlling Noteholders' Meeting convened and held in accordance with Condition 15.

“**Controlling Notes**” refers to (i) Class A Notes before the outstanding principal of Class A Notes have been repaid in full; and (ii) Subordinated Notes after the outstanding principal of all the Senior Notes have been repaid in full; and “**Controlling Noteholders**” shall be construed accordingly.

Any resolution passed by a Controlling Noteholders' Meeting convened and held in accordance with Condition 15 shall be binding upon all Noteholders of the relevant Class, provided that resolutions of the parties to the Transaction Documents making changes to the Transaction Documents or these Conditions which also involve changes to the Legal Maturity Date, interest rate(s) or payment currency for other Classes of Notes shall require a resolution passed by a meeting of the corresponding Class of Noteholders before such change should become effective. The requirements under Condition 15 are applicable to holding a meeting of other Classes of Noteholders for the above-mentioned purpose.

Convening Noteholders' Meetings

Upon the occurrence of one of the following events which, in the opinion of the Trust Company, negatively materially affects the interests of the Noteholders, the Trust Company shall convene a Controlling Noteholders' Meeting:

- (i) the parties to the Transaction Documents amend these Conditions, the Trust Agreement or any other Transaction Document, except for changes considered as minor technical changes or made in accordance with the mandatory requirements of applicable laws and regulations;
- (ii) the replacement of the Trust Company or Servicer;
- (iii) the occurrence of a Foreclosure Event.

The Trust Company shall convene a Controlling Noteholders' Meeting upon the written request by the Noteholders of more than 10% of the outstanding principal amount of the Controlling Notes in respect of one of the events set out in paragraph (a) of Condition 15.2.

If the Trust Company fails to convene a Controlling Noteholders' Meeting in accordance with paragraph (a) of Condition 15.2, holders of more than 10% of the outstanding principal amount of the Controlling Notes may convene a meeting on their own in accordance with paragraph (a) of Condition 15.2 and file a report with PBOC.

Voting Rights

A Controlling Noteholder attending a Controlling Noteholders' Meeting shall have one (1) vote for every RMB 100 par value of the Controlling Notes it holds.

Method of Meeting

The meeting may be held as a physical meeting or by means of telecommunication.

Unanimous Resolution and Special Resolution

Resolutions of a Controlling Noteholders' Meeting are divided into ordinary resolutions, special resolutions and unanimous resolutions:

- (i) Ordinary resolutions require more than 50% of the votes of the Controlling Noteholders attending the Controlling Noteholders' Meeting to pass. All matters may be resolved by passing an ordinary resolutions, except for the matters listed in paragraph (ii) and (iii) below which are resolved by passing a special resolution and unanimous resolutions respectively.
- (ii) Special resolutions require more than 75% of the votes of the Controlling Noteholders attending the Controlling Noteholders' Meeting to pass.
- (iii) Unanimous decisions or unanimous resolutions require 100% of the votes of the Controlling Noteholders attending the Controlling Noteholders' Meeting to pass.

The following matters are resolved by passing a special resolution of a Controlling Noteholders' Meeting:

- (i) approval for proposals involving amendments to the rights of the Noteholders regardless of whether such rights are based on these Conditions, the Transaction Documents or any other documents;
- (ii) approval for amendments, rectifications or supplements to any term of these Conditions or the Transaction Documents proposed by the Trust Company or other parties if the Trust Company reasonably considers that such amendment, rectification or supplement may substantially affect the rights of the Noteholders;
- (iii) approval for the replacement of the Servicer;
- (iv) authorisation of the Trust Company to sign and undertake all necessary documents, actions or matters as well as execute any special resolution passed at a Controlling Noteholders' Meeting;
- (v) discharge or waiver of any liability or obligation of the Trust Company in accordance with any Transaction Document;
- (vi) appointment of a representative to represent the interests of the Controlling Noteholders (regardless whether such representative is a Controlling Noteholder) or authorisation of the representative to exercise the Controlling Noteholders' power or discretion to pass a special resolution;
- (vii) approval of exemption of audit requirement in relation to the liquidation under Clause 5.3 (Liquidation Report) of the Trust Agreement.

The following matters are resolved by passing a unanimous resolution of a Controlling Noteholders' Meeting:

- (i) the decision on whether to liquidate the Trust;
- (ii) the decision on whether to declare the occurrence of a Foreclosure Event and to issue an Enforcement Notice;
- (iii) the decision on whether to dismiss the Trust Company.

Within ten (10) days of the close of a Controlling Noteholders' Meeting, the convener shall file a report with PBOC, notify the Rating Agencies and publicise such meeting through the ChinaMoney, CCDC and CFAE websites at www.chinamoney.com.cn, www.chinabond.com.cn and www.cfae.cn.

Written resolutions

A written resolution signed by all the Controlling Noteholders or their representatives shall have the same effect as a special resolution or a unanimous decision passed at a Controlling Noteholders' Meeting duly held and duly convened in accordance with Condition 15. A written resolution signed by Noteholders holding more than 50% of the outstanding principal amount of the Controlling Notes or their representatives shall have the same effect as an ordinary resolution passed at a Controlling Noteholders' Meeting duly convened and duly held in accordance with Condition 15. Such written resolutions may be signed in any number of counterparts by the Controlling Noteholders or their representatives.

Unanimous Decision

Notwithstanding any other provisions of the Conditions, the decision on whether of the Noteholders to liquidate the Trust as referred to in Clause 5.2(d) of the Trust Agreement shall be a unanimous decision of 100% of all Noteholders (whose Notes have not been fully redeemed).

Notice

At least thirty (30) days before a Controlling Noteholders' Meeting is to be held, the Trust Company shall make an announcement of the time and venue of the meeting, and the manner in which the meeting shall be conducted, the agenda, voting and other procedures through the ChinaMoney, CCDC and CFAE websites at www.chinamoney.com.cn, www.chinabond.com.cn and www.cfae.cn and notify the Rating Agencies of the same.

Quorum

Attendance of Noteholders holding more than 50% of the outstanding principal amount of the Controlling Notes is required in order to convene a Controlling Noteholders' Meeting for the purpose of considering and passing an ordinary resolution. Attendance of Noteholders holding more than 10% of the outstanding principal amount of the Controlling Notes is required in order to convene an adjourned meeting of the above-mentioned meeting.

Attendance of Noteholders holding more than 75% of the outstanding principal amount of the Controlling Notes is required in order to convene a Controlling Noteholders' Meeting for the purpose of considering and passing a special resolution in relation to the following:

- (i) amending the Legal Maturity Date of the Notes;
- (ii) reducing or cancelling the principal or interest amount or interest rate of the Notes;
- (iii) changing the currency payment of the Notes;
- (iv) amending the number of votes required to pass a type of special resolution.

Attendance of Controlling Noteholders holding more than 25% of the outstanding principal amount of the Controlling Notes is required in order to convene an adjourned meeting of the above-mentioned meeting.

Attendance of the Controlling Noteholders holding 100% of the outstanding principal amount of the Controlling Notes is required in order to convene a Controlling Noteholders' Meeting for the purpose of considering and making a unanimous decision in relation to the following:

- (i) the decision on whether to declare the occurrence of a Foreclosure Event and to issue an Enforcement Notice;
- (ii) the decision on whether to dismiss the Trust Company.

If the required quorum is not reached within half an hour of the start of the meeting and such meeting was convened in accordance with the request of the Controlling Noteholders, then such meeting shall be immediately adjourned. If such meeting was convened by other means, the meeting shall be adjourned for not less than fourteen 14 days but not more than forty-two 42 days.

2.7. CASH RUN OUT SCHEDULE

This amortisation scenario is based on the assumptions (i) that no losses, prepayments or delinquencies occur and (ii) that the final poolcut produces similar cash flows as the preliminary poolcut. It should be noted that the actual amortisation of the Purchased Receivables may differ substantially from the amortisation scenario indicated below.

The following Cash Run Out Schedule is the base case cashflow for the Purchased Receivables.

Unit: RMB1.00

Calculation Datet	Scheduled Principal Collection	Scheduled Interest Collection	Ending Outstanding Discounted Receivable Balance
2026/4/30			4,000,002,754.79
2026/5/31	123,591,315.18	11,333,004.39	3,876,411,439.61
2026/6/30	123,899,323.16	10,982,838.77	3,752,512,116.45
2026/7/31	124,113,569.80	10,631,801.91	3,628,398,546.65
2026/8/31	124,269,088.61	10,280,157.56	3,504,129,458.04
2026/9/30	124,451,186.47	9,928,070.80	3,379,678,271.57
2026/10/31	124,963,001.77	9,575,470.33	3,254,715,269.80
2026/11/30	122,097,181.98	9,221,420.86	3,132,618,087.82
2026/12/31	119,457,654.47	8,875,487.29	3,013,160,433.35
2027/1/31	115,066,247.22	8,537,035.21	2,898,094,186.13
2027/2/28	111,112,903.56	8,211,020.30	2,786,981,282.57
2027/3/31	109,652,469.47	7,896,210.29	2,677,328,813.10
2027/4/30	107,679,276.58	7,585,539.92	2,569,649,536.52
2027/5/31	105,811,652.66	7,280,456.59	2,463,837,883.86
2027/6/30	103,507,213.98	6,980,664.53	2,360,330,669.88
2027/7/31	100,399,530.06	6,687,402.76	2,259,931,139.82
2027/8/31	96,920,257.19	6,402,947.40	2,163,010,882.63
2027/9/30	93,410,385.69	6,128,350.25	2,069,600,496.94
2027/10/31	90,164,121.17	5,863,694.86	1,979,436,375.77
2027/11/30	87,194,104.66	5,608,238.51	1,892,242,271.11
2027/12/31	83,805,010.08	5,361,194.97	1,808,437,261.03
2028/1/31	78,568,692.68	5,123,753.13	1,729,868,568.35
2028/2/29	74,540,169.67	4,901,148.61	1,655,328,398.68
2028/3/31	71,035,101.78	4,689,959.09	1,584,293,296.90
2028/4/30	69,809,586.16	4,488,698.07	1,514,483,710.74
2028/5/31	68,628,081.19	4,290,911.25	1,445,855,629.55
2028/6/30	67,338,937.02	4,096,470.26	1,378,516,692.53
2028/7/31	65,916,563.33	3,905,684.86	1,312,600,129.20
2028/8/31	64,373,176.40	3,718,925.97	1,248,226,952.80
2028/9/30	62,602,629.75	3,536,541.59	1,185,624,323.05
2028/10/31	60,480,215.25	3,359,170.45	1,125,144,107.80
2028/11/30	58,738,105.80	3,187,817.67	1,066,406,002.00
2028/12/31	56,313,195.90	3,021,396.09	1,010,092,806.10
2029/1/31	53,510,174.42	2,861,846.11	956,582,631.68
2029/2/28	50,535,444.22	2,710,238.54	906,047,187.46
2029/3/31	48,601,506.56	2,567,057.59	857,445,680.90

Calculation Datet	Scheduled Principal Collection	Scheduled Interest Collection	Ending Outstanding Discounted Receivable Balance
2029/4/30	47,993,912.22	2,429,358.91	809,451,768.68
2029/5/31	47,431,383.59	2,293,379.89	762,020,385.09
2029/6/30	46,975,533.16	2,158,994.84	715,044,851.93
2029/7/31	46,685,533.42	2,025,901.12	668,359,318.51
2029/8/31	46,427,566.38	1,893,629.57	621,931,752.13
2029/9/30	46,168,126.74	1,762,086.57	575,763,625.39
2029/10/31	45,898,153.48	1,631,281.34	529,865,471.91
2029/11/30	45,598,412.35	1,501,241.01	484,267,059.56
2029/12/31	45,248,657.46	1,372,048.92	439,018,402.10
2030/1/31	44,645,989.36	1,243,848.40	394,372,412.74
2030/2/28	44,149,777.92	1,117,353.62	350,222,634.82
2030/3/31	43,885,957.08	992,266.79	306,336,677.74
2030/4/30	43,525,828.68	867,927.25	262,810,849.06
2030/5/31	43,115,282.91	744,609.28	219,695,566.15
2030/6/30	42,233,711.63	622,454.19	177,461,854.52
2030/7/31	39,507,190.98	502,790.37	137,954,663.54
2030/8/31	33,461,880.55	390,855.44	104,492,782.99
2030/9/30	28,201,551.43	296,051.04	76,291,231.56
2030/10/31	24,543,054.10	216,146.46	51,748,177.46
2030/11/30	20,767,779.72	146,608.54	30,980,397.74
2030/12/31	16,127,581.88	87,769.91	14,852,815.86
2031/1/31	10,253,212.87	42,075.26	4,599,602.99
2031/2/28	4,599,602.99	13,025.04	0.00
Total	4,000,002,754.79	244,182,330.54	

*The Cut-off Date is 30 April 2026.

The cash run out in the duration of asset pool is shown in the relevant disclosure of the investor report during the duration of asset pool.

3 GENERAL INFORMATION OF THE UNDERLYING ASSETS

FEATURES OF THE NUMBER OF LOAN CONTRACTS, TERM, INTEREST RATE, MORTGAGED ASSET AND BORROWER

As of the Cut-Off Date (i.e. 30 April 2026), the major criteria of the initial assets pool are as follows:

Pool Level Summary

Driver	Stratification Tables
CHINA eighteen	
	Information Date: 30 April 2026
	Index

Proposed Pool Level Summary in "Driver China eighteen" (Red Pool)

Main Features	
Number of Loan Contracts	48,661
Number of Borrowers	48,247
Outstanding Aggregate Discounted Receivables Balance (RMB)	4,000,002,754.79
Average Outstanding Aggregate Discounted Receivables Balance (RMB)	82,201.41
Range of Outstanding Discounted Receivables Balance (RMB)	4,244.43 to 2,551,341.98
Outstanding Aggregate Principal Amount (ie without Discounting) (RMB)	3,655,606,008.31
Average Outstanding Principal Balance (RMB)	75,123.94
Range of Outstanding Principal Balance (RMB)	4,286.62 to 2,347,997.63
Weighted Average Contract Rate (%)	8.18
Range of Contract Rate (%)	0.00 to 18.00
Weighted Average Remaining Term (months)	41.18
Range of Remaining Terms (months)	6.00 to 58.00
Weighted Average Original Term (months)	53.60
Range of Original Terms (months)	12.00 to 60.00
Weighted Average Seasoning (months)	12.43
Range of Seasoning (months)	2.00 to 54.00
Weighted Average Borrower Age (years)	38.85
Range of Borrower Age (years)	18.00 to 85.00
Weighted Average Initial LTV Ratio (%)	79.71
Weighted Average Borrower Debt Ratio	2.40
Weighted Average Borrower Income (RMB)	281,367.82
Percentage of New Cars (%)	95.58
Percentage of 30-40 years borrowers (%)	41.16

*Weighted by Outstanding Discounted Receivables Balance

*"Borrower Age" is calculate as Cut-off Date (30 April 2026) Less Borrower's Birth Date, shown in integer with unit of year: If borrower was born after 30 April 2026 , the age is Cut-off Date year minus birth year and then minus 1; otherwise, the age is Cut-off Date year minus birth year

*Borrower Income are Individual Borrower Income

*Debt Ratio = Annual Income/Outstanding Discounted Receivables Balance

*"Percentage of 30-40 years borrowers" includes borrowers both 30 and 40 years. This figure refers to Percentage of Outstanding Discounted Receivables Balance (Individual)

4 GENERAL INFORMATION OF THE UNDERLYING ASSETS

4.1 LOAN

OUTSTANDING PRINCIPAL BALANCE



Stratification Tables

Information Date: 30 April 2026

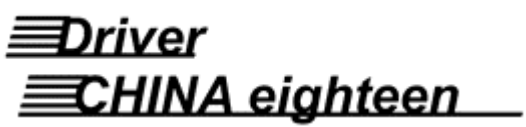
Index

1. Outstanding Principal Balance

Outstanding Principal Balance Range (¥)	Number of Loans	Percentage of Loans (%)	Original Principal Balance	Percentage of Original Principal Balance (%)	Outstanding Discounted Receivables Balance	Percentage of Outstanding Discounted Receivables Balance(%)	Outstanding Principal Balance	Percentage of Outstanding Principal Balance(%)	Average Outstanding Loan Balance	Weighted Average Downpayment Percentage(%)	Weighted Average LTV(%)
>= 0 and <= 50,000	23,141	47.56	¥1,665,952,057.46	30.29	¥709,671,846.98	17.74	¥700,237,890.97	19.16	¥30,259.62	42.88	57.12
> 50,000 and <= 100,000	14,759	30.33	¥1,614,732,921.85	29.36	¥1,148,451,083.94	28.71	¥1,059,105,819.37	28.97	¥71,760.00	24.16	75.84
> 100,000 and <= 150,000	5,319	10.93	¥792,329,449.97	14.41	¥724,609,248.16	18.12	¥640,470,497.74	17.52	¥120,411.83	14.08	85.92
> 150,000 and <= 200,000	1,918	3.94	¥391,099,683.63	7.11	¥374,655,380.54	9.37	¥332,207,735.20	9.09	¥173,205.28	14.28	85.72
> 200,000 and <= 250,000	2,023	4.16	¥509,947,369.70	9.27	¥517,611,083.33	12.94	¥457,899,456.16	12.53	¥226,346.74	7.55	92.45
> 250,000 and <= 300,000	1,132	2.33	¥330,213,547.90	6.00	¥339,433,644.61	8.49	¥300,241,719.40	8.21	¥265,231.20	4.37	95.63
> 300,000 and <= 350,000	93	0.19	¥37,180,860.00	0.68	¥33,451,315.42	0.84	¥30,046,754.30	0.82	¥323,083.38	11.46	88.54
> 350,000 and <= 400,000	98	0.20	¥41,844,121.00	0.76	¥41,998,320.64	1.05	¥37,006,222.63	1.01	¥377,614.52	9.42	90.58
> 400,000	178	0.36	¥116,016,496.90	2.12	¥110,120,831.17	2.74	¥98,389,912.54	2.69	¥552,752.32	11.53	88.47
Total	48,661	100.00	¥5,499,316,508.41	100.00	¥4,000,002,754.79	100.00	¥3,655,606,008.31	100.00	¥75,123.94	20.29	79.71

Statistics	Amount
Minimum Outstanding Principal Balance	¥4,286.62
Maximum Outstanding Principal Balance	¥2,347,997.63
Weighted Average Outstanding Principal Balance	¥143,011.42

NFRA ³ FIVE CATEGORIES



Stratification Tables

Information Date: 30 April 2026

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2.NFRA Five Categories

NFRA category	Number of Loans	Percentage of Loans (%)	Original Principal Balance	Percentage of Original Principal Balance(%)	Outstanding Discounted Receivables Balance	Percentage of Outstanding Discounted Receivables Balance(%)	Outstanding Principal Balance	Percentage of Outstanding Principal Balance(%)	Average Outstanding Loan Balance	Weighted Average Downpayment Percentage(%)	Weighted Average LTV(%)
Normal	48,661	100.00	¥5,499,316,508.41	100.00	¥4,000,002,754.79	100.00	¥3,655,606,008.31	100.00	¥75,123.94	20.29	79.71
Special- mention	0	0.00	¥0.00	0.00	¥0.00	0.00	¥0.00	0.00	n/a	n/a	n/a
Substandard	0	0.00	¥0.00	0.00	¥0.00	0.00	¥0.00	0.00	n/a	n/a	n/a
Doubtful	0	0.00	¥0.00	0.00	¥0.00	0.00	¥0.00	0.00	n/a	n/a	n/a
Loss	0	0.00	¥0.00	0.00	¥0.00	0.00	¥0.00	0.00	n/a	n/a	n/a
Total	48,661	100.00	¥5,499,316,508.41	100.00	¥4,000,002,754.79	100.00	¥3,655,606,008.31	100.00	¥75,123.94	20.29	79.71

³ Now known as National Financial Regulatory Administration, the same as below.

TYPE OF INTEREST RATE



Stratification Tables

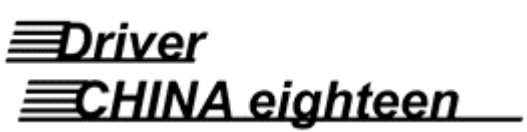
Information Date: 30 April 2026

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3.Interest Type

Interest type	Number of loans	Percentage of Loans (%)	Original Principal Balance	Percentage of Original Principal Balance(%)	Outstanding Discounted Receivables Balance	Percentage of Outstanding Discounted Receivables Balance(%)	Outstanding Principal Balance	Percentage of Outstanding Principal Balance(%)	Average Outstanding Loan Balance	Weighted Average Downpayment Percentage(%)	Weighted Average LTV(%)
Fixed	48,661	100.00	¥5,499,316,508.41	100.00	¥4,000,002,754.79	100.00	¥3,655,606,008.31	100.00	¥75,123.94	20.29	79.71
Total	48,661	100.00	¥5,499,316,508.41	100.00	¥4,000,002,754.79	100.00	¥3,655,606,008.31	100.00	¥75,123.94	20.29	79.71

EFFECTIVE INTEREST RATE

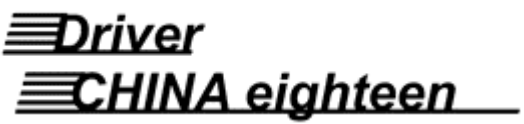
	Stratification Tables									
	Information Date: 30 April 2026									
	Index									

4.Effective Interest Rate

Effective Interest Rate	Number of Loans	Percentage of Loans(%)	Original Principal Balance	Percentage of Original Principal Balance(%)	Outstanding Discounted Receivables Balance	Percentage of Outstanding Discounted Receivables Balance(%)	Outstanding Principal Balance	Percentage of Outstanding Principal Balance(%)	Average Outstanding Loan Balance	Weighted Average Downpayment Percentage(%)	Weighted Average LTV (%)
0.00%	13,025	26.77	¥767,507,821.60	13.96	¥484,941,178.50	12.12	¥499,556,395.35	13.67	¥38,353.66	55.78	44.22
> 0.00% and <= 5.00%	1,606	3.30	¥201,517,249.99	3.66	¥117,610,395.10	2.94	¥115,445,018.69	3.16	¥71,883.57	22.15	77.85
> 5.00% and <= 6.00%	2,687	5.52	¥280,761,157.05	5.11	¥127,862,639.88	3.20	¥124,314,986.34	3.40	¥46,265.35	27.58	72.42
> 6.00% and <= 7.00%	7,439	15.29	¥936,686,256.75	17.03	¥429,502,761.54	10.74	¥413,280,565.13	11.31	¥55,555.93	23.11	76.89
> 7.00% and <= 8.00%	2,515	5.17	¥452,110,386.20	8.22	¥191,447,519.71	4.79	¥182,951,573.57	5.00	¥72,744.16	24.79	75.21
> 8.00% and <= 9.00%	2,342	4.81	¥351,321,249.90	6.39	¥223,620,516.61	5.59	¥205,357,523.79	5.62	¥87,684.68	15.26	84.74
> 9.00% and <= 10.00%	4,636	9.53	¥859,851,135.10	15.64	¥841,185,883.77	21.03	¥744,219,917.84	20.36	¥160,530.61	9.89	90.11
> 10.00% and <= 11.00%	7,556	15.53	¥1,009,920,262.55	18.36	¥955,894,583.18	23.90	¥835,769,993.22	22.86	¥110,610.11	12.46	87.54
> 11.00% and <= 12.00%	4,447	9.14	¥505,495,725.27	9.19	¥530,926,348.30	13.27	¥448,934,987.34	12.28	¥100,952.32	11.77	88.23
> 12.00% and <= 13.00%	415	0.85	¥23,351,885.20	0.42	¥18,594,298.63	0.46	¥16,774,879.60	0.46	¥40,421.40	36.58	63.42
> 13.00% and <= 14.00%	29	0.06	¥3,208,740.00	0.06	¥1,709,577.64	0.04	¥1,531,296.03	0.04	¥52,803.31	25.28	74.72
> 14.00% and <= 15.00%	25	0.05	¥1,501,376.60	0.03	¥702,433.12	0.02	¥647,165.82	0.02	¥25,886.63	35.80	64.20

> 15.00% and <= 16.00%	1,924	3.95	¥105,024,261.70	1.91	¥75,382,451.24	1.88	¥66,268,055.43	1.81	¥34,442.86	35.29	64.71
> 16.00%	15	0.03	¥1,059,000.50	0.02	¥622,167.57	0.02	¥553,650.16	0.01	¥36,910.01	34.99	65.01
Total	48,661	100.00	¥5,499,316,508.41	100.00	¥4,000,002,754.79	100.00	¥3,655,606,008.31	100.00	¥75,123.94	20.29	79.71

Statistics	Percentage(%)
Minimum Interest Rate	0.00
Maximum Interest Rate	18.00
Weighted Average Interest Rate	8.18



SECURITY

Stratification Tables

Information Date: 30 April 2026

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5.Secured Loan or Not

Secured Loan or Not	Number of loans	Percentage of Loans(%)	Original Principal Balance	Percentage of Original Principal Balance(%)	Outstanding Discounted Receivables Balance	Percentage of Outstanding Discounted Receivables Balance(%)	Outstanding Principal Balance	Percentage of Outstanding Principal Balance(%)	Average Outstanding Loan Balance	Weighted Average Downpayment Percentage(%)	Weighted Average LTV(%)
Secured	48,661	100.00	¥5,499,316,508.41	100.00	¥4,000,002,754.79	100.00	¥3,655,606,008.31	100.00	¥75,123.94	20.29	79.71
Total	48,661	100.00	¥5,499,316,508.41	100.00	¥4,000,002,754.79	100.00	¥3,655,606,008.31	100.00	¥75,123.94	20.29	79.71

ORIGINAL TERM

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6.Original Term

Original Term in Months	Number of Loans	Percentage of Loans (%)	Original Principal Balance	Percentage of Original Principal Balance (%)	Outstanding Discounted Receivables Balance	Percentage of Outstanding Discounted Receivables Balance(%)	Outstanding Principal Balance	Percentage of Outstanding Principal Balance(%)	Average Outstanding Loan Balance	Weighted Average Downpayment Percentage(%)	Weighted Average LTV(%)
<= 12	289	0.59	¥11,302,722.50	0.21	¥7,466,500.69	0.19	¥7,560,216.92	0.21	¥26,159.92	57.57	42.43
> 12 and <= 24	10,962	22.53	¥567,466,153.78	10.32	¥389,999,218.03	9.75	¥399,868,958.33	10.94	¥36,477.74	55.55	44.45
> 24 and <= 36	8,961	18.42	¥733,374,339.03	13.34	¥426,938,689.82	10.67	¥402,519,057.06	11.01	¥44,918.99	32.12	67.88
> 36 and <= 48	1,377	2.83	¥163,648,001.34	2.98	¥55,404,566.51	1.39	¥54,707,290.38	1.50	¥39,729.33	31.85	68.15
> 48 and <= 60	27,072	55.63	¥4,023,525,291.76	73.15	¥3,120,193,779.74	78.00	¥2,790,950,485.62	76.34	¥103,093.62	13.97	86.03
Total	48,661	100.00	¥5,499,316,508.41	100.00	¥4,000,002,754.79	100.00	¥3,655,606,008.31	100.00	¥75,123.94	20.29	79.71

Statistics	Amount(months)
Minimum Original Term	12.00
Maximum Original Term	60.00
Weighted Average Original Term	53.60

SEASONING

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7.Seasoning

Seasoning in Months	Number of Loans	Percentage of Loans (%)	Original Principal Balance	Percentage of Original Principal Balance(%)	Outstanding Discounted Receivables Balance	Percentage of Outstanding Discounted Receivables Balance(%)	Outstanding Principal Balance	Percentage of Outstanding Principal Balance(%)	Average Outstanding Loan Balance	Weighted Average Downpayment Percentage(%)	Weighted Average LTV(%)
<= 12	26,599	54.66	¥2,906,462,754.51	52.85	¥2,871,163,135.44	71.78	¥2,581,092,541.95	70.61	¥97,037.20	17.88	82.12
> 12 and <= 24	6,272	12.89	¥533,102,186.86	9.69	¥343,313,229.29	8.58	¥315,961,586.02	8.64	¥50,376.53	23.50	76.50
> 24 and <= 36	9,218	18.94	¥1,100,673,821.86	20.01	¥510,437,976.77	12.76	¥490,769,617.32	13.43	¥53,240.36	28.19	71.81
> 36 and <= 48	4,778	9.82	¥673,987,462.98	12.26	¥227,714,623.44	5.69	¥221,144,227.79	6.05	¥46,283.85	26.67	73.33
> 48 and <= 60	1,794	3.69	¥285,090,282.20	5.19	¥47,373,789.85	1.19	¥46,638,035.23	1.27	¥25,996.68	27.37	72.63
Total	48,661	100.00	¥5,499,316,508.41	100.00	¥4,000,002,754.79	100.00	¥3,655,606,008.31	100.00	¥75,123.94	20.29	79.71

Statistics	Amount(months)
Minimum Seasoning	2.00
Maximum Seasoning	54.00
Weighted Average Seasoning	12.43

REMAINING TERM

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8.Remaining Term

Remaining Term in Months	Number of Loans	Percentage of Loans(%)	Original Principal Balance	Percentage of Original Principal Balance(%)	Outstanding Discounted Receivables Balance	Percentage of Outstanding Discounted Receivables Balance(%)	Outstanding Principal Balance	Percentage of Outstanding Principal Balance(%)	Average Outstanding Loan Balance	Weighted Average Downpayment Percentage(%)	Weighted Average LTV(%)
<= 12	7,772	15.97	¥775,034,011.14	14.09	¥182,047,550.75	4.55	¥180,499,649.44	4.94	¥23,224.35	35.75	64.25
> 12 and <= 24	16,646	34.21	¥1,366,673,689.16	24.85	¥713,234,426.35	17.83	¥710,583,364.04	19.44	¥42,687.93	42.51	57.49
> 24 and <= 36	8,979	18.45	¥998,243,289.59	18.15	¥673,757,924.54	16.84	¥635,590,295.23	17.39	¥70,786.31	28.36	71.64
> 36 and <= 48	2,374	4.88	¥277,838,285.12	5.05	¥236,777,198.54	5.92	¥211,990,408.00	5.80	¥89,296.72	15.66	84.34
> 48 and <= 60	12,890	26.49	¥2,081,527,233.40	37.86	¥2,194,185,654.61	54.86	¥1,916,942,291.60	52.43	¥148,715.46	9.81	90.19
Total	48,661	100.00	¥5,499,316,508.41	100.00	¥4,000,002,754.79	100.00	¥3,655,606,008.31	100.00	¥75,123.94	20.29	79.71

Statistics	Amount(months)
Minimum Remaining Term	6.00
Maximum Remaining Term	58.00
Weighted Average Remaining Term	41.18

TYPE OF PAYMENT

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9.Type of Payment

Type of Payment	Number of Loans	Percentage of Loans(%)	Original Principal Balance	Percentage of Original Principal Balance(%)	Outstanding Discounted Receivables Balance	Percentage of Outstanding Discounted Receivables Balance(%)	Outstanding Principal Balance	Percentage of Outstanding Principal Balance(%)	Average Outstanding Loan Balance	Weighted Average Downpayment Percentage(%)	Weighted Average LTV(%)
Direct Debit	48,658	99.99	¥5,499,136,508.41	100.00	¥3,999,838,921.03	100.00	¥3,655,447,937.20	100.00	¥75,125.32	20.29	79.71
Others	3	0.01	¥180,000.00	0.00	¥163,833.76	0.00	¥158,071.11	0.00	¥52,690.37	23.73	76.27
Total	48,661	100.00	¥5,499,316,508.41	100.00	¥4,000,002,754.79	100.00	¥3,655,606,008.31	100.00	¥75,123.94	20.29	79.71

TYPE OF CREDIT⁴

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10.Type of Credit

Type of Credit	Number of Loans	Percentage of Loans (%)	Original Principal Balance	Percentage of Original Principal Balance(%)	Outstanding Discounted Receivables Balance	Percentage of Outstanding Discounted Receivables Balance(%)	Outstanding Principal Balance	Percentage of Outstanding Principal Balance(%)	Average Outstanding Loan Balance	Weighted Average Downpayment Percentage(%)	Weighted Average LTV(%)
Classic Credit	46,465	95.49	¥5,295,020,265.86	96.29	¥3,861,884,759.15	96.55	¥3,528,802,839.33	96.53	¥75,945.40	20.32	79.68
Structured Payment	718	1.48	¥49,965,994.00	0.91	¥17,191,782.82	0.43	¥17,494,292.79	0.48	¥24,365.31	51.72	48.28
Balloon Credit	1,478	3.03	¥154,330,248.55	2.80	¥120,926,212.82	3.02	¥109,308,876.19	2.99	¥73,957.29	15.04	84.96
Total	48,661	100.00	¥5,499,316,508.41	100.00	¥4,000,002,754.79	100.00	¥3,655,606,008.31	100.00	¥75,123.94	20.29	79.71

⁴ Relating to the details of each type of credit, please refer to Page 26 Major Loan Product Information of this Offering Circular.

OUTSTANDING DISCOUNTED RECEIVABLES BALANCE

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11.Outstanding Discounted Receivables Balance

Distribution by Outstanding Discounted Receivables Balance (¥)	Number of Loans	Percentage of Loans(%)	Original Principal Balance	Percentage of Original Principal Balance (%)	Outstanding Discounted Receivables Balance	Percentage of Outstanding Discounted Receivables Balance (%)	Outstanding Principal Balance	Percentage of Outstanding Principal Balance (%)	Average Outstanding Loan Balance	Weighted Average Downpayment Percentage (%)	Weighted Average LTV (%)
>= 0 and <= 50,000	22,404	46.04	¥1,604,448,748.00	29.18	¥670,432,782.83	16.76	¥665,375,857.05	18.20	¥29,698.98	44.06	55.94
> 50,000 and <= 100,000	13,230	27.19	¥1,427,291,734.82	25.95	¥941,922,284.84	23.55	¥881,708,213.52	24.12	¥66,644.61	25.77	74.23
> 100,000 and <= 150,000	6,303	12.95	¥841,629,588.00	15.30	¥763,436,545.27	19.09	¥674,355,423.75	18.45	¥106,989.60	15.82	84.18
> 150,000 and <= 200,000	2,449	5.03	¥433,141,778.69	7.88	¥420,552,221.07	10.51	¥369,631,084.95	10.11	¥150,931.44	12.84	87.16
> 200,000 and <= 250,000	1,548	3.18	¥349,296,859.40	6.35	¥349,915,444.52	8.75	¥310,171,723.38	8.48	¥200,369.33	12.22	87.78
> 250,000 and <= 300,000	1,836	3.77	¥493,416,098.60	8.97	¥505,380,977.72	12.63	¥445,813,143.85	12.20	¥242,817.62	5.83	94.17
> 300,000 and <= 350,000	554	1.14	¥168,461,343.00	3.06	¥173,577,865.96	4.34	¥153,099,419.09	4.19	¥276,352.74	4.31	95.69
> 350,000 and <= 400,000	64	0.13	¥25,588,762.20	0.47	¥23,784,806.70	0.59	¥21,128,834.11	0.58	¥330,138.03	12.17	87.83
> 400,000	273	0.57	¥156,041,595.70	2.84	¥150,999,825.88	3.78	¥134,322,308.61	3.67	¥492,023.11	10.80	89.20
Total	48,661	100.00	¥5,499,316,508.41	100.00	¥4,000,002,754.79	100.00	¥3,655,606,008.31	100.00	¥75,123.94	20.29	79.71

Statistics	Amount
Minimum Outstanding Discounted Receivables Balance	¥4,244.43
Maximum Outstanding Discounted Receivables Balance	¥2,551,341.98
Weighted Average Outstanding Discounted Receivables Balance	¥159,941.31

BORROWER AGE (INDIVIDUAL)

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12.Borrower Age (Individual)

Borrower Age	Number of Loans	Percentage of Loans(%)	Original Principal Balance	Percentage of Original Principal Balance(%)	Outstanding Discounted Receivables Balance	Percentage of Outstanding Discounted Receivables Balance(%)	Outstanding Principal Balance	Percentage of Outstanding Principal Balance(%)	Average Outstanding Loan Balance	Weighted Average Downpayment Percentage(%)	Weighted Average LTV(%)
<= 20	677	1.42	¥70,624,487.78	1.32	¥71,851,881.82	1.82	¥63,314,931.74	1.76	¥93,522.79	17.34	82.66
> 20 and <= 30	10,133	21.20	¥1,048,661,707.81	19.54	¥798,242,359.34	20.27	¥727,507,030.47	20.23	¥71,795.82	22.21	77.79
> 30 and <= 40	17,796	37.24	¥2,088,172,098.35	38.92	¥1,512,229,014.43	38.40	¥1,377,920,980.74	38.32	¥77,428.69	19.23	80.77
> 40 and <= 50	11,768	24.62	¥1,342,915,292.63	25.03	¥975,729,689.02	24.78	¥894,048,997.36	24.86	¥75,972.89	19.35	80.65
> 50	7,416	15.52	¥815,360,926.54	15.19	¥579,985,181.21	14.73	¥533,151,551.00	14.83	¥71,892.06	21.26	78.74
Total	47,790	100.00	¥5,365,734,513.11	100.00	¥3,938,038,125.82	100.00	¥3,595,943,491.31	100.00	¥75,244.68	20.13	79.87

Statistics	Amount
Minimum Borrower Age	18.00
Maximum Borrower Age	85.00
Weighted Average Borrower Age	38.85

INCOME⁵

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13.Borrower Income (Individual)

Borrower's income range (¥)	Number of loans	Percentage of Loans (%)	Original Principal Balance	Percentage of Original Principal Balance (%)	Outstanding Discounted Receivables Balance	Percentage of Outstanding Discounted Receivables Balance (%)	Outstanding Principal Balance	Percentage of Outstanding Principal Balance (%)	Average Outstanding Loan Balance	Weighted Average Downpayment Percentage (%)	Weighted Average LTV (%)
<= 100,000	14,605	30.56	¥1,157,041,527.31	21.56	¥777,385,866.82	19.74	¥722,404,299.42	20.09	¥49,462.81	26.93	73.07
> 100,000 and <= 200,000	21,156	44.27	¥2,191,842,772.03	40.85	¥1,522,453,623.29	38.66	¥1,399,415,190.52	38.92	¥66,147.44	22.21	77.79
> 200,000 and <= 300,000	6,332	13.25	¥910,864,727.16	16.98	¥709,322,686.80	18.01	¥641,296,325.73	17.83	¥101,278.64	16.80	83.20
> 300,000 and <= 400,000	2,488	5.21	¥438,340,101.30	8.17	¥362,312,300.43	9.20	¥325,656,140.56	9.06	¥130,890.73	14.08	85.92
> 400,000 and <= 500,000	741	1.55	¥140,631,865.10	2.62	¥114,471,804.67	2.91	¥102,645,172.31	2.85	¥138,522.50	12.90	87.10
> 500,000	2,468	5.16	¥527,013,520.21	9.82	¥452,091,843.81	11.48	¥404,526,362.77	11.25	¥163,908.57	13.32	86.68
Total	47,790	100.00	¥5,365,734,513.11	100.00	¥3,938,038,125.82	100.00	¥3,595,943,491.31	100.00	¥75,244.68	20.13	79.87

*:Individual Borrower Income
**:The data of Borrower income was obtained from the application form submitted by the Borrower.

PROFESSION



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14.Borrower Occupation

Borrower's Occupation	Number of loans	Percentage of Loans (%)	Original Principal Balance	Percentage of Original Principal Balance (%)	Outstanding Discounted Receivables Balance	Percentage of Outstanding Discounted Receivables Balance(%)	Outstanding Principal Balance	Percentage of Outstanding Principal Balance(%)	Average Outstanding Loan Balance	Weighted Average Downpayment Percentage(%)	Weighted Average LTV(%)
Employee	14,210	29.73	¥1,388,966,267.06	25.89	¥945,772,953.96	24.02	¥874,199,337.27	24.31	¥61,520.01	23.58	76.42
Manager	8,210	17.18	¥1,155,779,711.89	21.54	¥870,352,511.36	22.10	¥788,777,049.82	21.94	¥96,075.16	17.20	82.80
Legal Person	5,080	10.63	¥839,419,931.44	15.64	¥722,882,981.23	18.36	¥647,979,924.12	18.02	¥127,555.10	14.03	85.97
Work	9,294	19.45	¥809,874,603.64	15.09	¥593,069,049.69	15.06	¥543,273,559.76	15.11	¥58,454.22	23.33	76.67
Self Employeed	3,501	7.33	¥406,617,650.72	7.58	¥264,015,609.85	6.70	¥242,433,071.95	6.74	¥69,246.81	20.69	79.31
Professional	1,760	3.68	¥182,696,261.01	3.40	¥131,848,054.36	3.35	¥120,893,246.17	3.36	¥68,689.34	22.75	77.25
Public Administrator	1,690	3.54	¥186,736,775.94	3.48	¥121,383,378.36	3.08	¥112,603,825.12	3.13	¥66,629.48	23.83	76.17
Farmer	1,318	2.76	¥111,399,133.04	2.08	¥77,571,242.41	1.97	¥71,919,899.65	2.00	¥54,567.45	22.94	77.06
Profession with Certificate	882	1.85	¥83,427,637.53	1.55	¥65,574,656.19	1.67	¥60,336,727.84	1.68	¥68,408.99	24.73	75.27
Others	821	1.72	¥92,363,467.34	1.72	¥65,269,835.81	1.66	¥60,202,496.06	1.67	¥73,328.25	22.27	77.73
Liberal Professions	651	1.36	¥67,559,416.03	1.26	¥49,352,759.29	1.25	¥45,009,060.67	1.25	¥69,138.34	22.55	77.45

Red Pool
Final Version

Retired	259	0.54	¥26,304,879.40	0.49	¥19,691,689.78	0.50	¥18,177,855.02	0.51	¥70,184.77	24.03	75.97
Military	102	0.21	¥13,303,972.07	0.25	¥10,394,874.22	0.26	¥9,341,183.73	0.26	¥91,580.23	19.44	80.56
Student	12	0.02	¥1,284,806.00	0.03	¥858,529.31	0.02	¥796,254.13	0.02	¥66,354.51	29.07	70.93
Total	47,790	100.00	¥5,365,734,513.11	100.00	¥3,938,038,125.82	100.00	¥3,595,943,491.31	100.00	¥75,244.68	20.13	79.87

GEOGRAPHIC REGION

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15. Geographic Region - Dealer

Geographic Region in English	Geographic Region in Chinese	Number of Loans	Percentage of Loans (%)	Original Principal Balance	Percentage of Original Principal Balance (%)	Outstanding Discounted Receivables Balance	Percentage of Outstanding Discounted Receivables Balance(%)	Outstanding Principal Balance	Percentage of Outstanding Principal Balance (%)	Average Outstanding Loan Balance	Weighted Average Downpayment Percentage(%)	Weighted Average LTV(%)
Henan Province	河南省	3,810	7.83	¥422,456,429.60	7.68	¥342,973,179.09	8.57	¥306,553,951.20	8.39	¥80,460.35	17.46	82.54
Jiangsu Province	江苏省	2,796	5.75	¥330,453,416.35	6.01	¥283,481,162.94	7.09	¥257,392,990.51	7.04	¥92,057.58	17.32	82.68
Sichuan Province	四川省	3,034	6.23	¥366,196,516.48	6.66	¥281,669,473.37	7.04	¥256,171,343.74	7.01	¥84,433.53	15.86	84.14
Shandong Province	山东省	3,230	6.64	¥375,511,690.40	6.83	¥276,556,460.14	6.91	¥251,325,799.95	6.88	¥77,809.85	17.11	82.89
Guangdong Province	广东省	2,388	4.91	¥318,627,314.09	5.79	¥254,080,752.90	6.35	¥230,794,547.76	6.31	¥96,647.63	16.82	83.18
Zhejiang Province	浙江省	2,432	5.00	¥281,743,441.60	5.12	¥225,452,454.70	5.64	¥205,372,418.91	5.62	¥84,445.90	20.33	79.67
Beijing	北京市	4,106	8.44	¥286,034,875.06	5.20	¥203,201,375.78	5.08	¥186,894,044.99	5.11	¥45,517.30	37.72	62.28
Shaanxi Province	陕西省	2,183	4.49	¥273,946,839.74	4.98	¥197,347,725.98	4.93	¥179,813,926.26	4.92	¥82,370.10	20.16	79.84

Xinjiang Uygur	新疆维吾尔自治区	2,357	4.84	¥278,693,379.91	5.07	¥178,921,642.39	4.47	¥164,863,183.37	4.51	¥69,946.20	20.75	79.25
Guizhou Province	贵州省	2,504	5.15	¥266,852,217.99	4.85	¥178,336,079.82	4.46	¥164,760,417.93	4.51	¥65,798.89	22.51	77.49
Hubei Province	湖北省	1,964	4.04	¥227,962,640.00	4.15	¥153,301,141.57	3.83	¥140,655,750.73	3.85	¥71,616.98	23.67	76.33
Hebei Province	河北省	1,865	3.83	¥211,479,918.50	3.85	¥144,974,053.21	3.62	¥133,139,372.85	3.64	¥71,388.40	18.98	81.02
Fujian Province	福建省	1,509	3.10	¥174,349,214.00	3.17	¥123,788,604.74	3.09	¥113,153,552.21	3.10	¥74,985.79	19.39	80.61
Yunnan Province	云南省	1,625	3.34	¥165,230,933.56	3.00	¥118,268,381.20	2.96	¥108,379,733.02	2.96	¥66,695.22	22.52	77.48
Heilongjiang Province	黑龙江省	1,469	3.02	¥174,938,887.98	3.18	¥115,836,677.09	2.90	¥107,704,151.50	2.95	¥73,318.01	22.47	77.53
Liaoning Province	辽宁省	1,115	2.29	¥160,696,164.40	2.92	¥111,970,701.87	2.80	¥102,398,207.57	2.80	¥91,836.96	14.09	85.91
Shanxi Province	山西省	1,467	3.01	¥157,209,850.00	2.86	¥107,748,889.09	2.69	¥99,971,148.99	2.73	¥68,146.66	22.60	77.40
Hunan Province	湖南省	1,141	2.34	¥124,764,212.20	2.27	¥95,450,026.58	2.39	¥87,886,501.33	2.40	¥77,025.86	21.98	78.02
Anhui Province	安徽省	1,022	2.10	¥115,234,892.10	2.10	¥83,146,111.81	2.08	¥76,346,802.23	2.09	¥74,703.33	21.85	78.15
Inner Mongolia	内蒙古自治区	1,109	2.28	¥129,159,808.59	2.35	¥77,930,728.85	1.95	¥72,451,784.48	1.98	¥65,330.73	20.61	79.39
Jilin Province	吉林省	1,010	2.08	¥119,839,720.10	2.18	¥71,501,483.66	1.79	¥66,618,746.09	1.82	¥65,959.15	20.82	79.18
Jiangxi Province	江西省	766	1.57	¥87,050,116.00	1.58	¥70,105,683.05	1.75	¥63,718,909.34	1.74	¥83,183.95	19.52	80.48
Chongqing Municipality	重庆市	746	1.53	¥91,250,272.19	1.66	¥64,440,596.31	1.61	¥58,991,055.02	1.61	¥79,076.48	21.02	78.98
Gansu Province	甘肃省	726	1.49	¥82,531,233.99	1.50	¥55,196,721.15	1.38	¥50,617,791.11	1.38	¥69,721.48	21.10	78.90
Qinghai Province	青海省	508	1.04	¥63,432,334.89	1.15	¥42,964,532.43	1.07	¥39,284,960.17	1.07	¥77,332.60	20.85	79.15

Red Pool Final Version												
Ningxia Hui	宁夏回族自治区	407	0.84	¥47,999,406.00	0.87	¥37,727,128.22	0.94	¥33,934,337.69	0.93	¥83,376.75	17.77	82.23
Tianjin	天津市	433	0.89	¥50,627,215.05	0.92	¥31,967,550.62	0.80	¥29,376,700.61	0.80	¥67,844.57	20.35	79.65
Guangxi Zhuang	广西壮族自治区	490	1.01	¥49,041,449.00	0.89	¥27,901,556.71	0.70	¥26,311,859.46	0.72	¥53,697.67	28.46	71.54
Shanghai	上海市	210	0.43	¥30,273,536.15	0.55	¥19,001,382.25	0.48	¥18,028,934.81	0.49	¥85,852.07	24.72	75.28
Tibet Autonomous Region	西藏自治区	135	0.28	¥21,551,171.49	0.39	¥14,996,977.93	0.37	¥13,691,553.98	0.37	¥101,418.92	14.69	85.31
Hainan Province	海南省	104	0.21	¥14,177,411.00	0.27	¥9,763,519.34	0.26	¥9,001,530.50	0.27	¥86,553.18	19.83	80.17
	Total	48,661	100.00	¥5,499,316,508.41	100.00	¥4,000,002,754.79	100.00	¥3,655,606,008.31	100.00	¥75,123.94	20.29	79.71

CREDIT GRADE

Driver

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16.Internal Credit Score

Score Model	Number of loans	Percentage of Loans (%)	Original Principal Balance	Percentage of Original Principal Balance (%)	Outstanding Discounted Receivables Balance	Percentage of Outstanding Discounted Receivables Balance(%)	Outstanding Principal Balance	Percentage of Outstanding Principal Balance (%)	Average Outstanding Loan Balance	Weighted Average Downpayment Percentage(%)	Weighted Average LTV(%)
SME EXPERT*	871	1.79	¥133,581,995.30	2.43	¥61,964,628.97	1.55	¥59,662,517.00	1.63	¥68,498.87	30.74	69.26
0 to 2	2	0.00	¥621,307.00	0.01	¥370,364.71	0.01	¥354,138.95	0.01	¥177,069.48	44.27	55.73
3 to 5	144	0.30	¥19,817,047.00	0.36	¥11,348,299.57	0.28	¥11,121,141.74	0.30	¥77,230.15	40.91	59.09
6 to 8	384	0.79	¥68,110,819.00	1.24	¥25,232,030.22	0.63	¥24,405,129.87	0.67	¥63,555.03	30.24	69.76
9 to 11	289	0.59	¥32,884,746.30	0.60	¥18,661,872.65	0.47	¥17,759,131.61	0.49	¥61,450.28	27.03	72.97
12 to 14	50	0.10	¥11,903,076.00	0.22	¥6,203,352.52	0.16	¥5,884,572.87	0.16	¥117,691.46	24.58	75.42
15	2	0.00	¥245,000.00	0.00	¥148,709.30	0.00	¥138,401.96	0.00	¥69,200.98	30.91	69.09
Individual (Statistics 4.0) Model**	4,206	8.64	¥612,186,610.00	11.13	¥149,387,334.23	3.73	¥145,950,458.08	3.99	¥34,700.54	26.88	73.12
-10 to -7	0	0.00	¥0.00	0.00	¥0.00	0.00	¥0.00	0.00	¥0.00	n/a	n/a
-6 to -4	0	0.00	¥0.00	0.00	¥0.00	0.00	¥0.00	0.00	¥0.00	n/a	n/a
-3 to -1	1	0.00	¥100,000.00	0.00	¥28,284.13	0.00	¥27,822.51	0.00	¥27,822.51	50.47	49.53
0 to 2	85	0.17	¥8,864,090.00	0.16	¥2,160,089.42	0.05	¥2,117,477.76	0.06	¥24,911.50	35.72	64.28
3 to 5	903	1.86	¥115,970,168.80	2.11	¥27,063,599.02	0.68	¥26,492,260.10	0.72	¥29,338.05	28.98	71.02

Red Pool Final Version											
6 to 8	1,951	4.01	¥273,874,414.60	4.98	¥66,404,886.44	1.66	¥64,899,077.19	1.78	¥33,264.52	26.29	73.71
9 to 11	1,126	2.31	¥185,548,054.60	3.37	¥46,581,259.49	1.16	¥45,452,234.26	1.24	¥40,366.11	25.62	74.38
12 to 14	133	0.27	¥26,499,772.00	0.48	¥6,805,235.94	0.17	¥6,626,237.02	0.18	¥49,821.33	29.69	70.31
15	7	0.01	¥1,330,110.00	0.02	¥343,979.79	0.01	¥335,349.24	0.01	¥47,907.03	30.96	69.04
Individual (Statistics 5.0) Model***	37,220	76.49	¥4,084,002,507.53	74.26	¥3,106,775,071.42	77.67	¥2,833,141,904.05	77.50	¥76,118.80	20.17	79.83
-10 to -7	0	0.00	¥0.00	0.00	¥0.00	0.00	¥0.00	0.00	¥0.00	n/a	n/a
-6 to -4	0	0.00	¥0.00	0.00	¥0.00	0.00	¥0.00	0.00	¥0.00	n/a	n/a
-3 to -1	0	0.00	¥0.00	0.00	¥0.00	0.00	¥0.00	0.00	¥0.00	n/a	n/a
0 to 2	6,964	14.31	¥463,610,552.95	8.43	¥270,687,980.09	6.77	¥270,163,939.44	7.39	¥38,794.36	50.39	49.61
3 to 5	11,405	23.44	¥1,262,024,807.00	22.95	¥904,406,496.81	22.61	¥831,575,943.62	22.75	¥72,913.28	20.61	79.39
6 to 8	8,606	17.69	¥1,051,926,794.65	19.13	¥820,649,855.98	20.52	¥741,857,882.31	20.29	¥86,202.40	17.21	82.79
9 to 11	7,962	16.36	¥1,020,218,742.54	18.55	¥868,771,515.66	21.72	¥774,677,737.57	21.19	¥97,296.88	15.25	84.75
12 to 14	1,975	4.06	¥266,533,426.39	4.85	¥234,024,588.06	5.85	¥207,186,831.08	5.67	¥104,904.72	11.76	88.24
15	308	0.63	¥19,688,184.00	0.36	¥8,234,634.82	0.21	¥7,679,570.03	0.21	¥24,933.67	32.64	67.36
Individual (Statistics 6.0) Model***	6,364	13.08	¥669,545,395.58	12.18	¥681,875,720.17	17.05	¥616,851,129.18	16.87	¥96,928.21	18.46	81.54
-10 to -7	0	-	-	-	-	-	-	-	-	n/a	n/a
-6 to -4	0	-	-	-	-	-	-	-	-	n/a	n/a
-3 to -1	0	-	-	-	-	-	-	-	-	n/a	n/a
0 to 2	2,165	4.45	¥127,507,740.48	2.32	¥113,891,733.78	2.85	¥110,987,218.82	3.04	¥51,264.30	44.20	55.80
3 to 5	1,396	2.87	¥120,815,667.50	2.20	¥121,620,075.20	3.04	¥110,512,931.38	3.02	¥79,163.99	21.82	78.18
6 to 8	1,323	2.72	¥166,023,640.20	3.02	¥173,402,448.43	4.34	¥154,409,308.02	4.22	¥116,711.50	14.53	85.47
9 to 11	1,184	2.43	¥192,870,332.40	3.51	¥206,601,888.32	5.17	¥182,097,937.93	4.98	¥153,798.93	8.94	91.06
12 to 14	283	0.58	¥59,435,039.00	1.08	¥63,284,662.03	1.58	¥56,086,427.61	1.53	¥198,185.26	8.02	91.98
15	13	0.03	¥2,892,976.00	0.05	¥3,074,912.41	0.08	¥2,757,305.42	0.08	¥212,100.42	7.80	92.20
Total	48,661	100.00	¥5,499,316,508.41	100.00	¥4,000,002,754.79	100.00	¥3,655,606,008.31	100.00	¥75,123.94	20.29	79.71

*: In SME EXPERT Model, higher credit score reflects better internal rating

**: In Individual (Statistics 4.0) model, lower credit score reflects better internal rating

***: In Individual (Statistics 5.0) model, lower credit score reflects better internal rating

****: In Individual (Statistics 6.0) model, lower credit score reflects better internal rating

4.3 MORTGAGED ASSETS

.INITIAL LTV PERCENTAGE

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17.Initial LTV Percentage

Initial LTV Ratio	Number of Loans	Percentage of Loans (%)	Original Principal Balance	Percentage of Original Principal Balance (%)	Outstanding Discounted Receivables Balance	Percentage of Outstanding Discounted Receivables Balance(%)	Outstanding Principal Balance	Percentage of Outstanding Principal Balance(%)	Average Outstanding Loan Balance	Weighted Average Downpayment Percentage (%)	Weighted Average LTV (%)
> = 0% and <= 10%	0	0.00	¥0.00	0.00	¥0.00	0.00	¥0.00	0.00	n/a	n/a	n/a
> =10% and <= 20%	33	0.07	¥1,008,180.00	0.02	¥647,909.97	0.02	¥653,025.47	0.02	¥19,788.65	80.95	19.05
> =20% and <= 30%	2,352	4.83	¥108,840,145.00	1.98	¥68,734,050.23	1.72	¥70,472,177.39	1.93	¥29,962.66	70.97	29.03
> =30% and <= 40%	4,754	9.77	¥237,861,333.00	4.33	¥162,217,356.97	4.06	¥165,817,414.23	4.54	¥34,879.56	64.34	35.66
> =40% and <= 50%	5,047	10.37	¥401,582,404.59	7.30	¥243,321,310.46	6.08	¥244,662,643.84	6.69	¥48,476.85	52.77	47.23
> =50% and <= 60%	3,905	8.02	¥354,771,910.51	6.45	¥195,820,924.85	4.90	¥185,376,245.10	5.07	¥47,471.51	43.90	56.10
> =60% and <= 70%	7,742	15.91	¥736,569,594.94	13.39	¥434,871,162.66	10.87	¥402,811,411.83	11.02	¥52,029.37	33.29	66.71
> =70% and <= 80%	12,788	26.28	¥1,716,651,718.97	31.22	¥902,937,453.66	22.57	¥841,633,482.69	23.02	¥65,814.32	21.91	78.09
> =80% and <= 90%	3,590	7.38	¥556,003,999.80	10.11	¥556,820,243.42	13.92	¥490,063,546.12	13.41	¥136,507.95	12.70	87.30
> 90%	8,450	17.37	¥1,386,027,221.60	25.20	¥1,434,632,342.57	35.86	¥1,254,116,061.64	34.30	¥148,416.10	2.12	97.88
Total	48,661	100.00	¥5,499,316,508.41	100.00	¥4,000,002,754.79	100.00	¥3,655,606,008.31	100.00	¥75,123.94	20.29	79.71

Statistics	Percentage(%)
Minimum LTV	12.80
Maximum LTV	100.00
Weighted Average LTV	79.71

BRAND AND MODEL

 **Driver**
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18.Brand

Brand	Number of Loans	Percentage of Loans (%)	Original Principal Balance	Percentage of Original Principal Balance (%)	Outstanding Discounted Receivables Balance	Percentage of Outstanding Discounted Receivables Balance(%)	Outstanding Principal Balance	Percentage of Outstanding Principal Balance (%)	Average Outstanding Loan Balance	Weighted Average Downpayment Percentage(%)	Weighted Average LTV(%)
BENTLEY	5	0.01	¥10,893,200.00	0.20	¥8,608,776.51	0.22	¥7,925,327.80	0.22	¥1,585,065.56	33.77	66.23
FAW-AUDI	7,747	15.92	¥1,713,275,057.50	31.15	¥1,537,028,932.76	38.43	¥1,372,571,945.64	37.55	¥177,174.64	11.47	88.53
FAW—VW	25,141	51.67	¥2,351,731,906.77	42.76	¥1,451,295,572.18	36.28	¥1,362,692,232.58	37.28	¥54,201.99	27.92	72.08
Jetta	4,015	8.25	¥258,158,702.90	4.69	¥166,040,789.71	4.15	¥158,378,230.88	4.33	¥39,446.63	20.54	79.46
Lamborghini	6	0.01	¥11,120,856.90	0.20	¥6,546,496.42	0.16	¥6,643,889.40	0.18	¥1,107,314.90	47.80	52.20
Porsche	60	0.12	¥31,328,214.95	0.57	¥14,887,655.65	0.37	¥14,039,198.25	0.38	¥233,986.64	33.70	66.30
SAIC-AUDI	133	0.27	¥33,690,801.35	0.61	¥28,250,007.21	0.71	¥25,729,711.21	0.70	¥193,456.48	18.12	81.88
SKODA	118	0.24	¥10,289,469.30	0.19	¥3,541,550.25	0.09	¥3,340,451.17	0.09	¥28,308.91	28.18	71.82
SVW	8,064	16.57	¥824,234,382.29	14.99	¥600,627,190.16	15.02	¥534,965,020.61	14.63	¥66,339.91	19.27	80.73
VW Import	114	0.23	¥32,311,966.00	0.59	¥19,712,461.45	0.49	¥18,745,376.38	0.51	¥164,433.13	35.07	64.93
Volkswagen-Anhui	304	0.62	¥33,245,274.00	0.60	¥24,656,647.62	0.62	¥25,522,765.28	0.70	¥83,956.46	25.42	74.58
Others	2,954	6.07	¥189,036,676.45	3.44	¥138,806,674.87	3.47	¥125,051,859.11	3.42	¥42,333.06	36.10	63.90
Total	48,661	100.00	¥5,499,316,508.41	100.00	¥4,000,002,754.79	100.00	¥3,655,606,008.31	100.00	¥75,123.94	20.29	79.71

NEW AND USED CARS

Driver

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19.New and Used Cars

New or Used Cars	Number of Loans	Percentage of Loans (%)	Original Principal Balance	Percentage of Original Principal Balance (%)	Outstanding Discounted Receivables Balance	Percentage of Outstanding Discounted Receivables Balance(%)	Outstanding Principal Balance	Percentage of Outstanding Principal Balance(%)	Average Outstanding Loan Balance	Weighted Average Downpayment Percentage(%)	Weighted Average LTV(%)
NEW	44,925	92.32	¥5,250,360,264.55	95.47	¥3,823,323,568.56	95.58	¥3,495,098,773.41	95.61	¥77,798.53	19.53	80.47
USED	3,736	7.68	¥248,956,243.86	4.53	¥176,679,186.23	4.42	¥160,507,234.90	4.39	¥42,962.32	36.80	63.20
Total	48,661	100.00	¥5,499,316,508.41	100.00	¥4,000,002,754.79	100.00	¥3,655,606,008.31	100.00	¥75,123.94	20.29	79.71

* All weighted average figures are calculated based on outstanding discounted receivables balance.

** All figures are based on a pool cut as of 30 April 2026 and are subject to changes in the final portfolio.

5 GENERAL INFORMATION OF THE NOTES

5.1 FEES

According to the Transaction Documents, the costs to be paid out of the Trust Assets are as follows:

Fees

Throughout the duration of the Asset Backed Notes, the fees payable to the relevant institutions providing service to the transaction which are to be paid out of the Trust Assets include:

- (1) The Trust Company Fee payable to the Trust Company;
- (2) The Servicer Fee payable to the Servicer;
- (3) The Custodian fee payable to the Account Bank;
- (4) The Paying Agent Fee payable to the Paying Agent;
- (5) Rating Agencies Fee payable to the Rating Agencies; and
- (6) Auditor Fee payable to the Auditor.

Expenses

Throughout the duration of the Asset Backed Notes, the expenses to be paid out of the Trust Assets include the Expenses incurred by the Trust Company, the Servicer, the Account Bank, the Paying Agent, the Rating Agencies, the Auditor and any other Person.

5.2 DATE INFORMATION

Cut-Off Date	30 April 2026
Trust Formation Date	17 September 2026
Initial Payment Date	26 October 2026
Interest Calculation Date	Means the 26 th day of each month, the first Interest Calculation date is 26 October 2026
Calculation Date	The last day of each calendar month; the first Calculation Date shall be 30 September 2026 and the last Calculation Date shall be the last day of the calendar month prior to the last Payment Date
Payment Date	The 26 th day of each month or, in the event such day is not a business day, on the next following business day unless that day falls in the next calendar month, in which case the date will be the first preceding day that is a business day. The Business Day mentioned above includes the statutory non-Business Day due to public holiday arrangement, which shall be subject to the requirements of the Registry
Collection Transfer Date	The Servicer is entitled to commingle the collections from the Purchased Receivables with its own funds during each monthly period if its credit rating satisfies the Servicer Required Rating or above, provided that it shall, on the sixth (6th) business day prior to each Payment Date, make a deposit of such monthly collections into the Distribution Account If the credit rating of the Servicer fails to satisfy the Servicer Required Rating, the Servicer shall make certain advance payment to the Trust Company every month, and the amounts will be determined based on the estimated Collections, otherwise, Collections collected by the Servicer will be required to be remitted by it to the Distribution Account on the third (3rd) Business Day after receipt of such Collections.
Servicer Report Performance Date	The seventh (7 th) business day after each Calculation Date
Account Bank Report Date	The sixth (6 th) business day prior to the Payment Date
Trust Company Report Date	The fifth (5 th) business day prior to the Payment Date. The Business Day mentioned above includes the statutory non-Business Day due to public holiday arrangement, which shall be subject to the requirements of the Registry
Legal Maturity Date	26 July 2033

5.3 SUMMARY OF THE NOTES

GENERAL ABSTRACT OF THE CONDITIONS OF THE NOTES

The Issuer has issued RMB 3,265,000,000.00 Class A Asset Backed Notes and RMB 535,000,000.00 Subordinated Notes, each of which with a Legal Maturity Date of 26 July 2033 and an Expected Maturity Date of 26 June 2030.

The Class A Asset Backed Notes and Subordinated Class Asset Backed Notes shall, collectively, be referred to as the “Notes”. The Class A Asset Backed Notes shall be referred to as the “Senior Notes”, and the Subordinated Notes shall be referred to as the “Subordinated Notes”.

The Noteholders of Class A Asset Backed Notes shall be referred to as “Class A Noteholders”. The Noteholders of Subordinated Notes shall be referred to as “Subordinated Noteholders”.

The Notes are subject to the Trust Agreement which is signed by and between the Originator and Trust Company. The Noteholders are deemed to have knowledge of, and shall be entitled to benefit from the following agreements: (a) Trust Agreement; (b) Servicing Agreement, which is signed by and between the Trust Company and Servicer; (c) Account Agreement which is signed by and among the Trust Company, Servicer and Account Bank; and (d) Master Definitions Schedule signed by the Trust Company and Originator (as Servicer).

DESCRIPTION OF ASSET BACKED NOTES FACTORS

Asset backed notes factors are set out below:

	Class A Asset Backed Notes	Subordinated Notes
Nominal Amount	RMB 3,265,000,000.00	RMB 535,000,000.00
Interest Rate	Fixed Interest Rate	Fixed Interest Rate
Rating	AAA _{sf} (China Bond Ratings) / AAA _{sf} (Fitch Bohua)	N/A
Expected Maturity Date	26 June 2030	26 June 2030
Percentage	81.62%	13.38%
Repayment of Principal	Pass-through	Pass-through
Interest Payment Frequency	Monthly Payment	Monthly Payment
Calculation of Interest	Outstanding Principal Amount × Applicable Interest Rate × Actual Days of the Interest Period /365	Outstanding Principal Amount × Applicable Interest Rate × Actual Days of the Interest Period /365
Value Date	17 September 2026	17 September 2026

Scheduled Repayment Date	26 July 2031	26 July 2031
Scheduled Weighted Average Period	1.50 years	2.73 years
Scheduled Weighted Average Period (Clean-Up Call)	1.49 years	2.72 years
Legal Maturity Date	26 July 2033	26 July 2033

THE VENUE FOR BOOKBUILDING AND SPECIFIED ADDRESS

The Senior Asset Backed Notes will be issued in a bookbuilding process;

The Interest Rate of Senior Asset Backed Notes will be determined by bookbuilding methods;

CMS has been delegated to be in charge of bookbuilding (acting as the bookbuilding manager) and the bookbuilding will take place at the dedicated bookbuilding room of CMS. The dedicated bookbuilding room is located at 17th Floor, China Merchants Bank Building, Building 3, No. 1, Yuetan South Street, Xicheng District, Beijing, PRC.

A China Wall will be established between the department for issuance and department for investment and trading, so that there will be effective segregation in terms of business procedure and business staff. The dedicated bookbuilding room of CMS could meet the requirements for bookbuilding and is physically segregated from other departments and could meet the confidentiality requirements.

Class A Asset Backed Notes / Class A Notes The Class A Notes issued by the Issuer on the Issue Date with a total nominal amount of RMB 3,265,000,000.00, consisting 32,650,000 individual Class A Notes, each in the nominal amount of RMB 100 and ranking senior to the Subordinated Notes with respect to the payment of interest and principal.

Subordinated Notes The Subordinated Notes issued by the Issuer on the Issue Date with a total nominal amount of RMB 535,000,000.00, and ranking junior to the Senior Class Notes with respect to the payment of interest and principal.

Issue Date 17 September 2026

Percentage The ratio of Class A Asset Backed Notes is 81.62% and the ratio of Subordinated Notes is 13.38%.

The Interest Rate of Class A Asset Backed Notes is determined by way of book building issuance through the book building issuance system, being [•]%; the Interest Rate of the Subordination Notes is fixed interest rate, which shall be determined prior to the Issue Date.

Interest and principal Each Class A Note entitles the Class A Noteholder thereof to receive from the Available Distribution Amount on each Payment Date interest at the Class A Notes Interest Rate on the nominal amount of each Class A Note outstanding immediately prior to such Payment Date and, a payment of principal up to an amount equal to the Class A Principal Payment Amount.

Each Subordinated Note entitles the Subordinated Noteholder thereof to receive on each Payment Date, out of the amounts remaining from the Available Distribution Amount on each Payment Date after payment of interest and principal due and payable on the Class A Notes, interest at the rate of Subordinated Notes Interest Rate on the nominal amount of each Subordinated Note outstanding immediately prior to

such Payment Date, and thereafter, principal amounts of Subordinated Notes until the aggregate principal amount of the Subordinated Notes is reduced to zero.

With respect to payments of interest and principal, particular attention should be paid to the risk factor descriptions as set forth in "RISK FACTORS".

Ratings	The Class A Notes are rated AAA _{sf} by China Bond Ratings and AAA _{sf} by Fitch Bohua. The Subordinated Notes are not rated. The ratings address the ultimate payment of principal and the timely payment of interest. The rating should not be regarded as a recommendation by the Issuer, by the Lead Underwriter or by the Joint Lead Underwriters or by the Rating Agencies to buy, sell or hold the Notes; such a rating is subject to revision or withdrawal at any time.
Discount Rate	3.3999 per cent. per annum.
Discounted Receivables Balance	The Discounted Receivables Balance means, in respect of each Receivable, the cash flow of its scheduled periodic payments of principal and interest (if any) payable by the relevant Borrower in accordance with the terms of the relevant Loan Contract, as may be modified from time to time to account e.g. for unscheduled prepayments by the Borrower, <u>plus</u> any applicable late payment interest and penalties (whether imposed on principal or interest), discounted as of the relevant date at the Discount Rate on the basis of a 360-day year with 30 days per month.
Order of Priority	Order of Priority means the order of priority according to which the payments of interest and principal to the Noteholders are distributed and other payments due and payable by the Issuer are made as more specifically described in Clause 10.1 (<i>Distribution of Collections</i>) of the Trust Agreement.
Payment Date	the 26 th day of each month or, in the event such day is not a Business Day, on the next following Business Day unless that day falls in the next calendar month, in which case the date will be the first preceding day that is a Business Day. The Business Day mentioned above includes the statutory non-Business Day due to public holiday arrangement, which shall be subject to the requirements of the Registry.
Business Day	Business Day means any day on which commercial banks in the PRC are open for business, except Saturdays, Sundays and nationwide public holidays.
Monthly Payment	The monthly distribution of the Available Distribution Amount on each Payment Date in accordance with the Order of Priority. The "Available Distribution Amount" on each Payment Date shall be the sum of the following: – the Collections for the Monthly Period related to each Payment Date; plus – drawings from the Cash Collateral Account as provided under Clause 10.2 (<i>General Cash Collateral Amount</i>) of the Trust Agreement; – balance standing to the credit of the Distribution Account as of the preceding Calculation Date; – any investment earnings from the Accounts; and – interest earned on the Distribution Account.
Legal Maturity Date	26 July 2033
Expected Maturity Date	26 June 2030
Applicable Law	The Notes are governed by the laws of the PRC.
Tax Status of the Notes	See "TAXATION".
CCDC	China Central Depository & Clearing Co., Ltd.

Transfer and Trading	Class A Notes are transferable in accordance with the rules and procedures prescribed by PBOC, Interbank Lending Centre and CCDC after they have been listed on the Interbank Bond Market. Subordinated Notes may be traded in accordance with the rules and procedures prescribed by PBOC.
PURCHASED RECEIVABLES AND LOAN SECURITY	The assets and security backing the Notes consist of the following:
Purchased Receivables	Under the Trust Agreement, the Originator will entrust the Purchased Receivables and the Loan Collateral to the Issuer. The Purchased Receivables arise from (a) the Financed Objects primarily originated by natural person and corporate customers of Bentley, FAW-AUDI, FAW-VW, Jetta, Lamborghini, Porsche, SAIC-AUDI, Skoda, SVW, VW Import, VW Anhui and vehicles of certain other brands financed by VWFC under the Loan Contracts, and (b) the Loan Contracts which provide for repayment of the loan (i) by monthly instalments, including both standard equal instalments loans and non-equal instalments loans which is not a balloon credit-loan or (ii) with monthly instalments and a final balloon instalment. If the Purchased Receivables should partially or totally fail to conform on the Cut-Off Date with the warranties given by VWFC in the Trust Agreement (for a detailed description of the warranties (eligible criteria) which apply to the Receivables see "DESCRIPTION OF THE PURCHASED RECEIVABLES AND THE LOAN COLLATERAL") and such failure materially and adversely affects the interests of the Issuer or the Noteholders, VWFC may, until the end of the Monthly Period which includes the sixtieth (60th) day (or, if VWFC elects, an earlier date) after the date that VWFC became aware or was notified of such failure, cure or correct such failure. Any such breach or failure will not be deemed to have a material and adverse effect if such failure does not affect the ability of the Issuer to receive and retain timely payment in full on such Purchased Receivable. If VWFC does not cure or correct such failure prior to such time, VWFC is required to repurchase any Purchased Receivable affected by such failure on the Payment Date following the expiration of such period. Any such repurchase by VWFC of the Purchased Receivables on such Payment Date shall be at a price equal to their then outstanding Discounted Receivables Balance.
Cut-Off Date	30 April 2026
Loan Collateral	Loan Collateral consists of (a) security interest in respect of Financed Objects, (b) Insurance Claims, and (c) any other collateral provided by the Borrower to VWFC under or in connection with the relevant Loan Contract, in each case to the extent and subject as acquired by the Originator. Any claims under the guarantees provided by the Security Providers to secure the performance of the Borrower's obligations under the Purchased Receivables and the Loan Collateral are entrusted and assigned by the Originator to the Trust Company under the Trust Agreement.
Cash Collateral Account	Cash Collateral Account is an account of the Trust Company held with the Account Bank and credited with the General Cash Collateral Amount. The Issuer shall on the Issue Date deposit RMB 48,000,000 into the Cash Collateral Account, which serves as the General Cash Collateral Amount. Distribution shall be made from the Cash Collateral Account on any Payment Date prior to the occurrence of a Foreclosure Event, if and to the extent the General Cash Collateral Amount exceeds the Specified Cash Collateral Account Balance and no Credit Enhancement Increase Condition is in effect, according to the following Order of Priority: <i>first</i>, to the Subordinated Noteholders, amounts payable in respect of accrued and unpaid interest on the Subordinated Notes (including, without limitation, overdue interest); and <i>second</i>, (i) prior to the satisfaction of Clean-Up Call Conditions or in the case that the Clean-Up Call Conditions are satisfied but the Originator fail to exercise a Clean-Up Call, to the Subordinated Noteholders for repayment of outstanding principal

amounts of Subordinated Notes on condition that the outstanding principal amounts of Subordinated Notes after repayment is no less than 5% of the then outstanding principal amount of the Notes; or (ii) after the satisfaction of Clean-Up Call Conditions and the Originator choose to exercise a Clean-Up Call, to the Subordinated Noteholders, for repayment of outstanding principal amounts of Subordinated Notes until it has been reduced to zero; and

third, all remaining excess to the Originator by way of final success fee.

The Cash Collateral Account shall be kept at all times with the Account Bank or a bank if its credit rating satisfies the Account Bank Required Rating or above. The obligation of the Issuer to deposit the General Cash Collateral Amount is subject to the receipt of the proceeds from the Issue.

Amounts on deposit in the Cash Collateral Account at any time shall be deposited in the Cash Collateral Account or other account opened with the Account Bank only for money deposit purpose. Prior to the occurrence of a Foreclosure Event, on each Payment Date the General Cash Collateral Amount shall be used to cover (a) any shortfalls in the amounts payable under first through fourth items according to the Order of Priority referred to in clause 10.1(c) of the Trust Agreement; and (b) on the Legal Repayment Date or as soon as no more Receivables are outstanding, any amounts payable under sixth through ninth items of the Order of Priority referred to in clause 10.1(c) of the Trust Agreement. In addition, the Originator as Servicer is entitled to utilise the General Cash Collateral Amount for the purposes of the Clean-Up Call in accordance with the terms of the Trust Agreement, in which case, the Trust Company shall utilise the General Cash Collateral Amount in accordance with the Originator's instruction.

Upon (i) the Legal Maturity Date; or (ii) all then outstanding Notes have been fully redeemed and repaid respectively, or (iii) upon an exercise of the Clean-Up Call, the Cash Collateral Account shall be closed and the Originator shall be entitled to the sums remaining in the Cash Collateral Account together with the interests accrued thereof. After the closing of the Cash Collateral Account, the Originator is entitled to any Purchased Receivables still being collected.

Purchase Price

The Purchase Price shall be RMB 3,752,000,000.00 (equal to the Aggregate Discounted Receivables Balance of the Purchased Receivables discounted at the Discount Rate as of the Cut-Off Date less (a) an amount of RMB 200,002,754.79 for overcollateralisation purposes and less (b) the General Cash Collateral Amount).

Overcollateralisation

Overcollateralisation in the amount of RMB 200,002,754.79 in the form of the additional Aggregate Discounted Receivables Balance at the Closing Date.

IMPORTANT TRANSACTION DOCUMENTS AND TRANSACTION FEATURES

Trust Agreement

Under the Trust Agreement, the Originator entrusts and assigns the Purchased Receivables to the Trust Company and the Trust Company accepts the entrustment and assignment, in each case pursuant to the terms of the Trust Agreement. The Trust Company agrees to hold all Trust Assets on trust for the benefit of the Noteholders and in accordance with the Trust Agreement, and further agrees to perform and discharge its duties and obligations in accordance with the Trust Agreement, the other Transaction Documents to which it is a party, the Trust Law, the Pilot Measures, the Pilot Supervision Measures, the Measures On Trust Companies and other applicable laws and regulations.

Early Settlement

Pursuant to the relevant provisions of the Trust Agreement, if an Event Of Legitimate Repudiation of Loan Contract occurs, the Issuer is entitled to demand the Originator to immediately reimburse the Discounted Receivables Balance of the relevant Purchased Receivables to the Issuer. **"Event Of Legitimate Repudiation Of Loan Contract"** means the event that a Borrower legitimately terminates or invalidates a

related Loan Contract or refuses to pay a Purchased Receivable or uses a right of set-off. The amount to be paid by the Originator to the Issuer (the "**Settlement Amount**") corresponds in each case to the present value of all Receivables becoming payable under the relevant Loan Contracts during the remaining contract term absent a Settlement, calculated by using the Discount Rate and on the basis of a 360-day year with 30 days per month. Discounting shall be made on the last calendar day of the month in which the Settlement shall become effective. The Settlement Amount shall be due immediately.

Such retransfers or cases of Early Settlement of Purchased Receivables will lead to earlier than expected payments of the Notes. See "RISK FACTORS - Risk of Early Repayment".

Clean-up Call	Under the Trust Agreement, the Originator will have the option to exercise a Clean-Up Call and to repurchase the Purchased Receivables from the Issuer on any Payment Date when the Aggregate Discounted Receivables Balance is less than 10 per cent. of the Aggregate Discounted Receivables Balance as of the Cut-Off Date provided that all payment obligations under the Class A Notes will be thereby fulfilled by the proceeds of such purchase.
Servicing Agreement	Pursuant to the terms of the Servicing Agreement, the Servicer has retained the right, and is authorized and required, subject to revocation by the Issuer after a Servicer Replacement Event having occurred, to collect the Purchased Receivables in accordance with the Servicer's customary practices in effect from time to time, using the same degree of skill and attention that the Servicer exercises with respect to comparable vehicle Receivables that the Servicer collects for itself or others (where applicable).
Account Agreement	Account Agreement is dated on or about the Signing Date by and among the Trust Company, the Account Bank and the Servicer, governing the opening, operation and custody of the Accounts and the funds therein.
Underwriting Agreement	Pursuant to the Underwriting Agreement, the Lead Underwriter and the Joint Lead Underwriters shall underwrite the Senior Asset Backed Notes.

Form, Nominal Value, Legal Status, Ranking

The nominal value of each scripless Note shall be RMB 100 before it is converted to a physical note, and the nominal amount of the Notes shall be the aggregate amount of the Notes from time to time entered into the records of CCDC. The records of CCDC (which expression shall mean the records that CCDC holds for its customers, reflecting the amount of such customers' interests in the Notes) shall be conclusive evidence of the nominal amount of the Notes represented by the Notes and, for these purposes, a statement issued by CCDC stating that the nominal amount of Notes so represented at any time shall be conclusive evidence of the records of CCDC at the time. At any redemption or payment of principal or interest being made in respect of, or purchase and cancellation of, any of the Notes, the Issuer shall procure that details of such redemption, payment or purchase and cancellation (as the case may be) shall be entered into the records of CCDC and, upon any such entry being made, the nominal amount of the Notes entered into the records of CCDC shall be reduced by the aggregate nominal amount of the Notes so redeemed, purchased and cancelled or by the aggregate amount of such principal so paid.

If one of following circumstances occurs, physical Notes shall be issued to replace scripless Notes which are at the time being held in CCDC's custody:

- (i) CCDC ceases to operate for more than fourteen (14) consecutive Business Days;
- (ii) CCDC announces that it will terminate operations indefinitely;
- (iii) CCDC gives notice to the Trust Company that CCDC is unable to or is not willing to perform its obligations as the custodian of the Senior Notes,

and the Trust Company has not or is not able to find another entity to replace CCDC.

The same Class of Notes shall have the same status and each Note in the same Class shall not be subject to any preferential priority treatment. Subject to the Order of Priority, Class A Notes rank senior to Subordinated Notes with respect to payment of principal and interest as described in the Order of Priority. Further, (i) Class A Notes constitute direct, unconditional and secured obligations of the Issuer, and rank *pari passu* among themselves, and (ii) Subordinated Notes constitute direct, unconditional and secured obligations of the Issuer, and rank *pari passu* among themselves.

Unless mandatory provisions of law provide otherwise, the claims of the Class A Noteholders under the Class A Notes, and the claims of the Subordinated Noteholders rank against the claims of other creditors of the Issuer in accordance with the Order of Priority.

Transfer and Trading of Asset Backed Notes

Once approved by PBOC, Class A Notes may only be transferred in accordance with the rules and procedures prescribed by PBOC, Interbank Lending Centre and CCDC after they have been listed on the Interbank Bond Market. Subordinated Notes may be traded in accordance with the rules and procedures prescribed by PBOC.

Issuer's Liabilities

All payment obligations of the Issuer under the Notes constitute solely obligations to distribute amounts out of the Available Distribution Amount as generated, *inter alia*, by payments to the Issuer from the Borrowers through the Servicer as available on the respective Payment Dates according to the Order of Priority. The Issuer shall ensure that all moneys paid to the Servicer shall be deposited to the Distribution Account or other account opened with the Account Bank only for money deposit purpose. The Issuer shall, on or before the Issue Date, establish and thereafter maintain the Cash Collateral Account to provide limited coverage for payments of interest and principal on the Notes and certain other amounts in accordance with Clause 10.2 of the Trust Agreement. The Issuer shall further exercise all of its rights under the Transaction Documents with the due care of a prudent businessman such that obligations under the Notes may, subject always to the provisions of these Asset Backed Notes Terms & Conditions as to the Order of Priority, be performed to the fullest extent possible. To the extent that upon the exercise of such rights, funds in the Distribution Account and/or the Cash Collateral Account will be insufficient to satisfy in full the claims of the Transaction Creditors, any claims remaining unpaid shall be extinguished at the Legal Maturity Date and whereupon, the Issuer shall have no further obligations thereto and, for the avoidance of doubt, none of the Noteholders shall have any further claims against the Issuer in respect of such claims remaining unpaid. No shareholder, officer, director, employee or manager of the Issuer or their respective affiliates shall incur any personal liability as a result of the performance or non-performance by the Issuer of its obligations under the Transaction Documents and no Noteholder or Transaction Creditor shall have recourse against any such Persons.

The Issuer shall inform the Class A Noteholders and Subordinated Noteholders, respectively, no later than on the Trust Company Report Date by means of a publication specified in Condition 15 (*Meetings of the Noteholders*), with reference to the Payment Date (as described below) of such month, as follows:

- (i) the repayment of the nominal amount payable on such class of Notes (if any) and the amount of interest calculated and payable on such class of Notes on the succeeding Payment Date;
- (ii) the nominal amount remaining outstanding on each such of Notes as of the relevant Payment Date and the amount of interest remaining unpaid, if any, on the such class of Notes as from such Payment Date;
- (iii) the relevant Note Factor;
- (iv) the remaining General Cash Collateral Amount; and
- (v) in the event of the final Payment Date with respect to such class of Notes, the fact that this is the last Payment Date.

The Issuer shall make available for inspection by the respective Noteholders, in its offices at 10th Floor, Building 4, Chang'an Xingrong Center, No.1 Naoshikou Street, Xicheng District, Beijing and at the specified offices of the Paying Agent and during normal business hours, the documents from which the figures reported to such Noteholders are calculated.

Payments of Principal and Interest

Interest payments shall be based on the amount available for distribution in the Distribution Account and in accordance with the Order of Priority.

On each Payment Date, the Issuer shall, subject to Condition 5 (*Issuer's Liabilities*), pay to each Noteholder interest at the applicable interest rate on the nominal amount of the Notes outstanding immediately prior to such Payment Date, and shall redeem the nominal amount of the Notes (where applicable) in accordance with Condition 7 (*Principal Repayment*) by applying the amount remaining thereafter in accordance with the Order of Priority, in each case in accordance with Condition 9.3(*Principal and Interest*).

Sums which are to be paid to the Noteholders shall be rounded to the nearest full cent for each Note, and the Servicer shall be entitled to any amount resulting from rounding differences of less than RMB 1,000,000 remaining on the Legal Maturity Date.

Payments of principal and interest, if any, on the Notes shall be made by the Paying Agent on the Issuer's behalf.

The first Payment Date shall be 26 October 2026. The final payment of the then outstanding principal amount of each Note plus interest thereon is expected to take place on or before the Scheduled Repayment Date for such Note. All payments of interest on, and principal of the Notes will be due and payable in full on the Legal Maturity Date.

Payments by the Paying Agent (including a substitute or alternative paying agent), shall be made from the Distribution Account without having to execute an affidavit or fulfil any formalities other than the compliance with tax and other applicable regulatory requirements. The Servicer is entitled to transfer paid-in amounts to the Account Bank prior to the relevant Payment Date and leave any amounts not claimed by the Noteholders upon maturity with the Account Bank.

In its capacity as such, the Paying Agent shall act solely as the agent of the Issuer and shall not maintain an agency or trust relationship with any of the Noteholders. The Issuer and the Originator may appoint a new paying agent, or if there are grounds to do so, appoint an alternative paying agent and revoke the appointment of the Paying Agent. Appointments and revocations thereof shall be announced in accordance with Condition 15.3 (*Notice*).

Any notice, opinion, decision, evidence, calculation, quotation or resolution issued, expressed, made or obtained by the Trust Company for the purposes of these Assets Backed Notes Terms & Conditions shall be binding on the Noteholders in the absence of manifest errors.

Principal and interest payments under the Notes shall be paid to the Noteholders (as recorded with the Registry as of the Trust Beneficiary Interests Registration Date) in accordance with the Order of Priority. The Account Bank

shall, no later than 12:00 AM of the preceding day to each Payment Date, transfer the relevant funds to the relevant accounts opened with CCDC in accordance with the Trust Company's instructions. CCDC shall, no later than the relevant Payment Date, distribute the relevant funds to the designated accounts of each of the Noteholders through its payment system. For physical Notes, the relevant funds shall be transferred to the designated accounts of the relevant Noteholders (as recorded with the Registry). The final payment shall be made at the principal place of business of the Trust Company upon the return of the Notes (to the extent they are physical Notes) from the Noteholders.

Without prejudice to the provisions in Condition 9 (*Payments*), all payments related to the Notes are subject to the restrictions imposed by the applicable financial and other laws and regulations.

The Noteholders recorded as beneficiaries under the Trust with the Registry on the Trust Beneficiary Interest Registration Date are entitled to principal and interest payments in respect of the relevant Notes that are due and payable on such Payment Date.

Principal Payment Amounts

On each Payment Date, Class A Noteholders are paid an amount necessary to reduce, on such Payment Date, the outstanding principal amount of the Class A Notes to the Class A Targeted Note Balance.

Subordinated Noteholders are paid after Class A Noteholders have been paid.

Interest

Interest shall accrue on the Overdue Principal Amount of each of Class A Notes and Subordinated Notes from (and including) the Issue Date in accordance with Condition 6 (*Interest*). Except for the interest for the period starting from (but not including) the Issue Date up to 26 October 2026 which will be paid on 26 October 2026, interest on the Notes for each Interest Period shall be paid on the Payment Date. If the Payment Date does not fall on a Business Day, such Payment Date shall fall on the next Business Day unless that day falls in the next calendar month, in which case the date will be the first preceding day that is a Business Day. The Business Day mentioned above includes the statutory non-Business Day due to public holiday arrangement, which shall be subject to the requirements of the Registry.

Interest Period means the period starting from (and including) an Interest Calculation Date and ending on (but excluding) the next Interest Calculation Date, provided that the first Interest Period shall start from (and including) the Issue Date and end on (but not including) the Interest Calculation Date that falls on 26 October 2026. Interest for Class A Notes and Subordinated Notes shall cease to accrue from the earlier date of the Legal Maturity Date and the day on which the principal under such Notes have been unconditionally repaid in full. Until the day on which the principal under the Notes have been unconditionally repaid in full to the Noteholders, interest shall continue to accrue in accordance with Condition 6 (*Interest*).

The amount of interest payable in respect of each Class of Notes on any Payment Date shall be calculated not later than the first (1st) day of the relevant Interest Period by applying the applicable interest rate to the principal amount outstanding immediately prior to such Payment Date and multiplying the amount thereof by a fraction with the numerator being the actual number of days in such Interest Period and the denominator being 365, all as determined by the Trust Company.

The respective applicable interest rates for the Notes are:

- (i) For Class A Notes, the interest rate per annum applicable to Class A Notes as determined by way of book building issuance through the book building issuance system, being [•]%
- (ii) For Subordinated Notes, fixed interest rate, which shall be determined prior to the Issue Date

Accrued Interest that is not paid on any Class of Notes on the Payment Date related to the Interest Period in which it accrued shall be an Interest Shortfall with respect to such Class of Notes and be carried over to the next Interest Period.

Foreclosure Event

A Foreclosure Event means any of the following events or circumstances:

- (i) with respect to the Issuer an Insolvency Event occurs;
- (ii) the Issuer defaults in the payment of any interest on the Controlling Notes then outstanding when the same becomes due and payable, and such default continues for a period of ten (10) Business Days (or such longer period as approved at a Controlling Noteholders' Meeting);
- (iii) the Issuer defaults in the payment of principal of any Note on the Legal Maturity Date,

provided that it shall not be a Foreclosure Event until after a unanimous decision has been made by the Controlling Noteholders at the relevant Controlling Noteholders' Meeting that the replacement of the Issuer with another Trust Company which meets the Trust Company Qualified Standard is not viable.

Repurchase & Cancellation

Where the Originator elects to exercise the right of repurchase in accordance with Clause 4.3 (*Clean-Up Call*) of the Trust Agreement, the Trust Company shall repurchase all of the outstanding Notes on the next Payment Date following the Originator's election to exercise the right of repurchase.

Subject to Condition 8 (*Repurchase & Cancellation*), the Trust Company shall repay all overdue principal together with any accrued but unpaid interest to the relevant Noteholders no later than Legal Maturity Date unless such payment has already been made.

The Trust Company shall be the trust company of the Trust and may not purchase any of the Notes from the public market or any other mediums at any time.

Each Noteholder of physical Notes shall return the Notes to the Trust Company for cancellation upon the final repayment of such Notes. All Notes redeemed by the Trust Company in such manner shall be cancelled and may not be re-issued or sold.

Rights of the Noteholders after a Foreclosure Event

If a Foreclosure Event occurs and it is not cured or remedied in accordance with the Transaction Documents, the Noteholders (through a Controlling Noteholders' Meeting) may decide whether to declare the occurrence of a Foreclosure Event. Once a decision has been made to declare a Foreclosure Event, the Noteholders shall issue an **Enforcement Notice** to the Trust Company to declare that the Notes shall be redeemed, in which case the relevant principal and interest shall be due and payable at once. The date on which the Enforcement Notice is issued shall be referred to as the "**Enforcement Date**". Upon receipt of an Enforcement Notice, the Trust Company (representing the Noteholders) shall notify the Servicer, the Account Bank, the Registrar, the Paying Agent and the Rating Agencies of the notice. So long as no Enforcement Notice has been given, the Account Bank shall continue to distribute the Collections in accordance with Clause 10.1 (*Distribution of Collections*) of the Trust Agreement.

If the Notes shall be redeemed following the issuance of an Enforcement Notice, but the Trust Company does not have sufficient funds to repay the Notes, recourse of the Noteholders shall be limited to the Trust Assets. If the Trust Assets are not sufficient to cover the principal, interest and other payments payable under the Notes, the proceeds from the realisation of the Trust Assets shall be distributed according to the Order of Priority, and the Noteholders shall have no further claim against the Trust Company beyond the value of the Trust Assets.

On the Enforcement Date or thereafter, the Trust Company shall take action or initiate legal proceedings for the enforcement and/or sale of the Trust Assets (except for cash) in accordance with the instructions of the resolutions passed at the Controlling Noteholders' Meeting to repurchase the Notes and to pay any interest or other payments in accordance with the Asset Backed Notes Terms & Conditions, the Trust Agreement and other Transaction Documents.

Limitation of rights of action

Unless otherwise provided under the laws of the PRC, the limitation for right of action on the principal and interest payable under the Notes shall be three (3) years of the first due date of such payment.

Notice

For scripless Notes that are in the custody of CCDC, notice from the Trust Company and its representatives (or other Persons provided under the Transaction Documents) to the Noteholders shall be given electronically in accordance with the rules prescribed by CCDC.

For physical Notes, notice from the Trust Company and its representatives (or other Persons provided under the Transaction Documents) to the Noteholders shall be given by registered mail and delivered to the Noteholders' respective addresses as recorded with the Registry and in accordance with the rules prescribed by CCDC. Any such notice shall be deemed to be received on the fourth (4th) Business Day of despatch.

Binding Effect and Other Matters

Unless otherwise provided under the Asset Backed Notes Terms & Conditions, any notice, opinion, decision, evidence, calculation, quotation or resolution issued, expressed, made or obtained for the purpose of the Notes shall be binding on the Trust Company and all Noteholders if there are no manifest errors.

Applicable Law

The Asset Backed Notes Terms & Conditions shall be governed by and construed in accordance with the law of the People's Republic of China (which shall exclude the Special Administrative Regions of Hong Kong and Macau and Taiwan Region for the purposes of the Asset Backed Notes Terms & Conditions).

5.4 RISK RETENTION

The Senior Notes under this securitization will be publicly offered in the National Interbank Bond Market, and all of the Subordinated Notes will be retained by the Originator till the maturity of the Subordinated Notes, the amount of the Subordinated Notes is 13.38% of the total amount of the securitization project. Such risk retention arrangement is in line with the relevant provisions under the Public Announcement of PBOC and CBIRC (2013 No. 21).

6 OPINION OF THE INTERMEDIARY AGENCIES

6.1 ABSTRACT OF THE LEGAL OPINION AND DUE DILIGENCE

To: Volkswagen Finance (China) Co., Ltd.

Legal Opinion on DRIVER CHINA EIGHTEEN AUTO LOAN SECURITIZATION TRUST by Volkswagen Finance (China) Co., Ltd

King & Wood (hereinafter as “**We**”) is a firm of lawyers duly qualified and authorized to practice PRC laws in the People’s Republic of China. According to the request of Volkswagen Finance (China) Co., Ltd. (hereinafter as “**VWFC**”), K&W hereby issue this legal opinion in regard to DRIVER CHINA EIGHTEEN AUTO LOAN SECURITIZATION TRUST (hereinafter as “**Project**”) to be originated by VWFC.

Unless otherwise defined in this legal opinion, the terms used in this legal opinion shall have same meaning as defined in Master Definition Schedule and other Transaction Documents.

We understand that the Project is a structured financing activity backed by specific purpose trust legal relation in accordance with relevant laws, administrative regulations, departmental rules and normative documents such as Trust Law of the People's Republic of China (hereinafter as “**Trust Law**”), Measures on Pilot Securitization Administration of Credit Assets, Measures for the Supervision and Administration of Pilot Projects of Credit Asset Securitization of Financial Institutions, Rules on Disclosure of Information Regarding Asset-backed Securities, Accounting Principles for Enterprises No. 23-Transfer of Finance Assets, Notice of Further Expanding the Pilot Program on Credit Asset Securitization, Notice of Filing and Registration Procedure on Credit Asset Securitization, Notice by the General Office of the NFRA on Matters concerning the Information Registration of Credit Asset Securitization of Banking Financial Institutions and Business Rules of China Credit Asset Registration & Exchange Co., Ltd. for Information Registration of Credit Asset Securitization. In the Project, VWFC as the Originator will execute the Trust Agreement (hereinafter as “**Trust Agreement**”) with CCB Trust Co., Ltd. (hereinafter as “**CCBT**”), according to which VWFC will entrust specific collateral loans, subordinated mortgage and other subordinated security interests (collectively as “**Underlying Asset Pool**” and “**Trust Assets**” after establishment of the Trust) to CCBT, in order to establish DRIVER CHINA EIGHTEEN AUTO LOAN SECURITIZATION TRUST (hereinafter as “**Trust**”); CCBT as Trust Company will issue Senior Asset Backed Notes to the investors in the National Inter-Bank Bond Market in accordance with Trust Agreement and pay Issuance Proceeds (after been deducted with relevant expenses and fees in accordance with Transaction Documents) and deliver Subordinated Notes to Originator; In addition, CCBT will hold and manage all Trust Assets in the interest of the noteholders of the Asset Backed Notes in accordance with the Trust Agreement, and respectively delegate the Servicer and the Account Bank to perform the fiduciary duty of managing the Trust Assets, operating, custody and distribution of funds in trust accounts and other issues in accordance with Servicing Agreement and Account Agreement.

After accepting the delegation of VWFC, K&W has conducted due diligence on the Underlying Asset Pool from legal perspective from 28 May 2026 to 29 May 2026. Our due diligence work includes drafting of a due diligence checklist according to the requirements of this Project and examination of the relevant documents; conducting due diligence according to the documents pertinent to the Underlying Asset Pool furnished by VWFC and determine whether the templates and the sampled contracts are in line with the standard of representations and warranties about the Underlying Asset Pool under the Trust Agreement given by VWFC in reliance on our professional judgments. We have examined the loan and mortgage contracts and other templates of legal documents in connection with the asset pool and reviewed the samples chosen at random basis and have obtained one hundred sampled loans in accordance with the above sampling standards. We found and based on the confirmation on relevant facts made by VWFC, the collateral loans chosen following the above sampling standards were in line with the standard of representations and warranties about the Underlying Asset Pool under the Trust Agreement given by VWFC. The granting of loans was in line with procedure and standard of VWFC in material aspects, the text of loan and mortgaged contracts were in line with templates used by VWFC in material aspects.

(1) Documents Reviewed

For the purpose of issuing this legal opinion, we have examined the originals, copies or electronic versions of the following documents and other relevant necessary documents and materials furnished by VWFC:

1. the Trust Agreement to be executed by VWFC and CCBT, including the Asset Backed Notes Terms & Conditions;
2. the Master Definition Schedule to be executed by VWFC and CCBT;
3. the Servicing Agreement to be executed by VWFC and CCBT;
4. the Account Agreement to be executed by VWFC, CCBT and Postal Savings Bank of China Beijing Branch (hereinafter as “**PSBC Beijing Branch**”);
5. the Underwriting Agreement to be executed by CCBT, VWFC, China Merchants Bank Co., Ltd (hereinafter as “**CMS**”), MUFG Bank (China), Ltd. (hereinafter as “**MUFG**”), Standard Chartered Bank (China) Limited (hereinafter as “**SCB**”), and Fubon Bank (China) Co.,Ltd (hereinafter as “**FUBON**”);
6. the Bond Issuance, Registration and Vicariously Cash Servicing Agreement to be executed by CCBT and China Central Depository and Clearing Co., Ltd. (hereinafter as “**CCDC**”);
7. (a) financial license, (b) business license, (c) articles of association and (d) resolution of board of directors of VWFC;
8. the Decision of the People’s Bank of China to Grant Administrative Permission (ref. Yin Xu Zhun Yu Jue Zi [2026] No. 62); and
9. the Notice of Issuance of Information Registration Code for Credit Asset Securitization (Product Information Registration Code: [•]) issued by China Credit Assets Registry & Exchange Co., Ltd. (the “**CCRE**”) to VWFC and CCBT on [•] 2026.

Documents from (1) to (6) are defined as “Transaction Documents” (hereinafter as “**Transaction Documents**”) in this legal opinion.

(2) Assumption

For the purpose of issuing this legal opinion, we have assumed that:

- the documents and materials furnished by VWFC are true, accurate, complete and valid and there are no concealing, false representation significant omission circumstances. Provided that the documents or materials are furnished in the formality of duplicates or copies, VWFC ensures that the duplicates or copies of documents and materials are in consistent with its originals;
- the electronic versions of Transaction Documents provided by VWFC to us for review are completely consistent with the final versions to be executed by relevant parties under this Project in terms of substance;
- CCBT, PSBC Beijing Branch, CMS, MUFG, SCB, FUBON and other underwriting members and CCDC which will execute the Transaction Documents are duly incorporated and validly existing under the laws, administrative regulations and departmental rules of the PRC, and have full capacity for civil rights and capacity for civil conducts to execute and deliver Transaction Documents to which it is a party and perform the obligations under Transaction Documents;
- in order to execute and deliver the Transaction Documents and perform obligations under Transaction Documents, CCBT, PSBC Beijing Branch, CMS, MUFG, SCB, FUBON and other underwriting

members and CCDC which will execute the Transaction Documents have obtained or will obtain all necessary approval, permission, authorization and consent (including but not limited to corresponding qualifications required to involved in the transactions under Transaction Documents by People's Bank of China (hereinafter as "**PBOC**") and/or National Financial Regulatory Administration (formerly known as "China Banking and Insurance Regulatory Commission", (hereinafter as "**NFRA**")), and have performed or will perform all necessary filing, registration and notice procedures;

- the execution, delivery and performance of Transaction Documents of this Project by CCBT, PSBC Beijing Branch, CMS, MUFG, SCB, FUBON and other underwriting members and CCDC which will execute the Transaction Documents, will not violate current laws, administrative regulations and departmental rules of the PRC which applied to the party, will not violate the articles of association and relevant constitutional documents of any party and will not violate any agreements and warranties to which it is a party;
- representations of the facts (save for the representations and warranties on legal issues on which we have specifically opined in this legal opinion) stated in the Transaction Documents are true and accurate in all material aspects;
- according to the Trust Agreement, the Issuance Proceeds (after been deducted with relevant expenses and fees in accordance with Transaction Documents) paid to VWFC by Trust Company shall not be less than fair market value;
- when VWFC executes the Trust Agreement and entrusts the Underlying Asset Pool to CCBT, VWFC is of solvency, and there is no reason for CCBT and VWFC to believe that VWFC will become insolvent within a reasonably foreseeable period;
- neither VWFC nor CCBT believes the transfer of the Underlying Asset Pool from VWFC to CCBT may cause damage to the interests of any creditor of VWFC, and VWFC does not intend to repay any of its creditors with priority by way of using the income from the transfer of the collateral loans;
- the Underlying Asset Pool transferred by VWFC in accordance with the Trust Agreement does not constitute or does not substantially constitute the whole assets of VWFC;
- the Transaction Documents to be executed by parties to which it is a party are the true declaration of intention of that party, and there is no illegal or fraudulent purpose;
- there are no factual circumstances or other arrangements between the parties that will execute the Transaction Documents that would constitute an adverse effect on the legal validity of the terms in those Transaction Documents to which it is a party or the legal opinions issued by us;
- VWFC legally owns the collateral loans, subordinated mortgage and other subordinated security interests to be entrusted to the Trust Company pursuant to the Trust Agreement, and has not created any security interest or encumbrance upon the aforementioned assets for the benefit of any third party; and
- the sampled collateral loans are representative and could represent the entire asset pool in all material aspects.

(3) Facts and Legal Basis

This legal opinion is issued solely pursuant to the laws, administrative regulations and departmental rules of the PRC (for the purpose of this legal opinion, excluding the Hong Kong Special Administrative Region, the Macao Special Administrative Region and Taiwan province) (hereinafter as "**PRC Laws**") which are effective as of the date hereof. With regard to facts in connection with this legal opinion but without been independently investigated, checked and verified, we have relied on the authenticity and integrity of the representations and warranties (excluding those of the legal issues we give legal opinion hereof) in the Transaction Documents given by the parties that will execute Transaction Documents and the certificate signed by the authorized signatory hereof and confirmation letter issued by them.

(4) Legal Opinion

On the basis of the assumptions and statements hereof and pursuant to the current PRC Laws, and in accordance with the business standards, ethics and spirit of due diligence generally accepted by the legal profession, we are of the opinion that:

1. VWFC is a limited liability corporation validly existing according to the PRC Laws and has the full capacity for civil rights and civil conducts to execute, deliver and perform the Transaction Documents to which it is a party according to the PRC Laws.
2. VWFC has obtained, pursuant to its articles of association and other relevant constitutional documents, all necessary internal authorizations for the execution, delivery and performance of the Transaction Documents of this Project.
3. The execution, delivery and performance of the Transaction Documents of this Project do not violate the PRC Laws applied to VWFC and its articles of association and other relevant constitutional documents.
4. Subject to the obtaining and completion of the below issues in section 5 below, the Transaction Documents, upon the legal and effective execution and delivery by the parties of this Project, shall constitute effective and binding documents to the parties of this Project and the parties may claim rights against other parties according to the provisions of the Transaction Documents.
5. The execution, delivery and performance of the Transaction Documents by VWFC to which it is a party is not subject to the approvals, permissions, authorizations and consents from any government authorities except for those which has already obtained and the issues as following:
 - a) prior to the disclosure of information relating to the Asset Backed Notes contemplated to be issued, filing with PBOC according to the Notice on the Relevant Issues of the Administration of the Issuance of Asset Backed Notes; and
 - b) for the purpose of trading of Asset Backed Notes in the National Inter-Bank Bond Market, the relationship between creditor and debtor shall be determined and clarified and registration shall be completed pursuant to Measures on Pilot Securitization Administration of Credit Assets and Adjustment to Administrative Policies on Bond Trading and Circulation in Inter-bank Bond Market.
6. Subject to the obtaining and completion of the above issues in section 5, the Trust is effectively established after filing with NFRA and obtaining approval from PBOC in regard to this Project, the legal and effective execution and delivery of Transaction Documents of this Project by the parties and transfer of the specific collateral loan claims to be securitized from VWFC to the Trust Company according to the Trust Agreement. Trust Assets are separated from the other assets of VWFC. When VWFC is dissolved, revoked or declared bankrupt according to law, under the circumstance that VWFC is not the sole beneficiary of the Trust, the Trust would remain existing and the Trust Assets shall not be regarded as liquidation property, but only the trust beneficiary interest of subordinated Asset Backed Notes held by VWFC will be regarded as its liquidation property; under the circumstance that amounts payable of Senior Asset Backed Notes have been fully paid and VWFC as the holder of subordinated Asset Backed Notes is the sole beneficiary, then the Trust shall be terminated and the Trust Assets shall be its liquidation property. Trust Assets are also separated from the assets owned by the Trust Company. If the Trust Company is dissolved, revoked or declared bankrupt according to law, the Trust Assets shall not be regarded as its liquidation property.
7. Subject to the obtaining and completion of the above issues in section 5, the transfer of the specific collateral loan claims by VWFC shall have legal effect between VWFC and the Trust Company after filing with CBRC and obtaining approval from PBOC in regard to this Project, the legal and effective execution and delivery of Transaction Documents by the parties of this Project. If any event takes place under which Right Perfection Notice shall be delivered according to the Trust Agreement, the transfer of creditor's right shall have legal effect to the borrower after a notice of the transfer of creditor's right in the form of Right Perfection Notice has been given to the borrower.
8. When VWFC transfers the specific collateral loan claims to be securitized according to the Trust Agreement, it shall transfer the mortgage relating to the specific collateral loan claims in the meantime. Pursuant to Article 403 of the Civil Code of the People's Republic of China (hereinafter as "**Civil Code**"), for a mortgaged movable property, the mortgage rights are created on the date on which the mortgage contract

enters into effect; without registration, the mortgage rights may not be used as a defense against a bona fide third party. According to Article 407 of the Civil Code, mortgage may not be assigned independently from the creditor's rights or used to secure other creditor's rights. Unless it is otherwise prescribed by any law or is otherwise stipulated by the parties, when the creditor's rights are assigned, the mortgage thereof shall be assigned concurrently. Moreover, according to Article 547 of the Civil Code, where a creditor assigns his claim, the assignee shall acquire the accessory right related to the claim, unless the accessory right belongs exclusively to the creditor. Failure to register the assignment of the accessory right or failure to transfer the possession thereof shall not affect the acquisition of the accessory right by the assignee. Therefore, in this Project, the Trust Company shall still enjoy the title to the mortgage over the automobile even without completing the registration of mortgage or registration of the change of mortgage, but it may not against a bona fide third party.

9. According to the due diligence, we are of the opinion that the examined sampled collateral loans are in line with the standard of representations and warranties of Underlying Asset Pool given by VWFC pursuant to the Trust Agreement and the related Loan Contracts, mortgage agreements and other relevant legal documents regarding the asset pool are in line with laws and regulations.
10. It complies with the Trust Law, Measures on Pilot Securitization Administration of Credit Assets, Measures for the Supervision and Administration of Pilot Projects of Credit Asset Securitization of Financial Institutions to utilize the specific collateral loan claims, subordinated mortgage and other subordinated security interests held by VWFC as the underlying assets of securitization of credit assets and the Underlying Asset Pool can be entrusted according to law.

We issue the legal opinion solely over the legal issues related to the registration by VWFC with CCRC and application by VWFC to PBOC for this Project and we do not give comments on professional matters such as accounting, audit and tax.

This legal opinion is issued solely for the matters hereof and shall not be deemed to be issued for other matters. This legal opinion shall only be used by VWFC and CCBT for the purpose of the registration with CCRC and the application by them to PBOC for this Project. Without our prior written consent, this legal opinion shall not be used or relied on by any other person for any other purposes.

King & Wood

6.2 ABSTRACT OF THE ACCOUNTING OPINION

Summary of Accounting Report related to the Proposed Driver China eighteen Asset-Backed Securitization of Auto Mortgage Loan originated by Volkswagen Finance (China) Co., Ltd. through the PRC Inter-Bank Bond Market

Ernst & Young Hua Ming LLP (“EY”, “We” or “Our Firm”) were engaged to report on the appropriate application of the Accounting Standards for Chinese Enterprises issued and in force as of the date of this report in Driver China eighteen Asset-Backed Securitization transaction. The purpose of this report is to help evaluate the accounting principles applicable to this securitization transactions.

This accounting principle application report is in accordance with *Measures for the Supervision and Administration of Pilot Credit-Based Asset Securitization of Financial Institutions (Order of the China Banking Regulatory Commission [2005] No.3)* and *Notice on the Procedures for Filing and Registration of Securitization of Credit Assets (2014 Yin Jian Ban No. 1092)* issued by the former China Banking and Insurance Regulatory Commission, and for the purpose of the asset-back securitization transaction.

We issue this accounting principle application report on Volkswagen Finance (China) Co., Ltd (“VWFC”)’s accounting treatment of the asset-backed securitization, in accordance with *Accounting Standards for Business Enterprises No. 23 - Transfers of Financial Assets* (“ASBE No.23”) as amended and issued in March 2017, and *Accounting Standards for Business Enterprises No. 33 - Consolidated Financial Statements* (“ASBE No.33”) as amended and issued in February 2014, and relevant application guidance, interpretations and explanations issued by Ministry of Finance (“MOF”).

Application analysis on de-recognition

In accordance with ASBE No.23 and ASBE No.33 and relevant application guidance, interpretations and explanations, etc., VWFC considers the following procedure to confirm whether and to what extent financial assets are derecognized:

1. Where the special purpose trust is required to be consolidated

In this securitization transaction, the purpose of the Trust is to effect the securitization of the Purchased Receivables which the originator (i.e. VWFC) entrusts and assigns to the trust company in accordance with the terms of the Trust Agreement. The trust company shall, according to the Trust Agreement, form the trust to act as a special purpose vehicle to hold, manage, serve and dispose of the trust assets, and collect income generated by the trust assets for the Noteholders.

The relevant activities after the establishment of the trust mainly include daily management of trust assets, including collection, transfer of recovery, risk management (overdue, default, disposal) and tax payment, etc. As the trustee, CCB Trust Co., Ltd. (“CCBT”) conduct trust affairs in the best interests of the Noteholders. VWFC manages and prepares report on the receivables in accordance with the Servicing Agreement and other transaction documents, as well as reasonable instructions and orders from CCBT. With respect to the interest of the Noteholders decided via general, special and unanimous resolutions, the resolution and decision through the Noteholders’ Meetings will have the final decision power.

As the holder of all the subordinated notes, VWFC will be the Controlling Noteholder in the case where the principal amount of the Class A notes are fully paid and discharged. However, in the case where the principal amount of the Class A Notes are not fully paid and discharged, the holders of the Class A Notes has the controlling power. Meanwhile, VWFC participates in the management of trust property as the Servicer in accordance with the Trust Agreement and Servicing Agreement. As a result, we need to determine whether VWFC is an agent, in accordance with ASBE No.33 paragraph 19. Detailed analysis are:

(1) Scope of the decision right

VWFC is the grantor of the securitization trust, and also the Servicer of the receivables, so it essentially participated in the management of the trust property and has power over the trust by participating in relevant activities of the trust.

(2) Other parties’ rights

CCBT can convene a Noteholders' Meeting to replace Trustee or Servicer upon the occurrence of an event which could have a material adverse effect to the interests of the Noteholders. CCBT is entitled to dismiss the Servicer by written notification and to appoint a replacement Servicer upon the occurrence of a Servicer Replacement Event.

CCBT and the Noteholders' Meeting's rights to replace Servicer are protective rights and for the purpose of protecting the interests of Noteholders. The rights can only be exercised under certain pre-determined events or events which could have a material adverse effect to the Noteholders, rather than the rights to make a direct decision.

(3) Variable return from other interests

In this securitization transaction, VWFC will hold all subordinated notes which the principal and interest of the subordinated notes are subordinated to the principal and interest of the Class A Notes. After the subordinated notes' principal balance is reduced to zero, all the collections will be paid to VWFC by way of a final success fee. VWFC will obtain or bear the corresponding risks and rewards, which vary according to the repayment of the underlying assets, i.e., VWFC obtains variable returns from the special purpose trust.

Conclusion:

VWFC obtains variable returns from the special purpose trust, and has the power over the special purpose trust to impact the variable return. Other parties does not have a substantial right to replace VWFC. Therefore, VWFC believes that the special purpose trust needs to be consolidated.

2. Whether the contractual right to receive cash flow has been transferred

(1) Whether VWFC transfers the contractual rights to receive the cash flows of the financial asset to another party

As the Servicer, VWFC is authorised and entitled (and in that respect also obligated) to collect and distribute the collections, in its own name but for the benefits of the Issuer, to the Issuer. The collections will then be further distributed to Noteholders via trust accounts in accordance with the Trust Agreement. VWFC believes VWFC and its consolidated special purpose entity retains the contractual rights to receive the cash flows of the financial asset, and assumes a contractual obligation to pay the cash flows to ultimate recipients.

(2) VWFC retains the contractual rights to receive the cash flows of the financial asset, but assumes a contractual obligation to pay the cash flows to final recipients. Whether it satisfies the condition of "pass-through"

A Cash Collateral Account structure is set up in this securitization, and VWFC shall deposit the initial cash collateral amount into the Cash Collateral Account on the issuance date. If on each payment date the balance of the distribution account is insufficient to pay trust taxes, servicer fee, and interest on Class A Notes, the balance of the Cash Collateral Account shall be used to cover such deficiency. The Cash Collateral Account will be replenished to the minimum level stipulated in the trust contract after the amount collected on the next payment date is fully paid to the trust taxes, servicer fee and interest on Class A Notes. At the legal maturity date or once the auto loan is paid off, the Cash Collateral Account will be used in addition to the above mentioned shortfall to cover the principal repayment of Class A Notes.

As the transferor, VWFC and its consolidated special purpose trust have contributed to set up a Cash Collateral Account, that is, to provide advance payments. In case of delay in collection, the transferor is obliged to pay to the final receiver the amount that has not been collected from the underlying assets. As the minimum level of the Cash Collateral Account as agreed in the trust contract may be lower than the initial deposit amount, the transferor has no right to recover the advance in full and to charge interest on the advance at the market rate. At the same time, as the Cash Collateral Account may be used to make up the insufficient part of the principal repayment of class A securities on the legal maturity date or once the auto loan is paid off, the transferor has no right to recover the advance payment in full and charge interest on the advance payment at the market rate. Therefore, the transaction does not meet the Accounting Standards for Business Enterprises No. 23 - Transfer of Financial Assets,

article 6 (2) 1 of the provisions of "the transferor is obliged to pay the final receiver only when it receives the equivalent cash flow from the financial asset"

Conclusion:

Due the Cash Collateral Account structure, the condition of "the transferor is obliged to pay the final receiver only when it receives the equivalent cash flow from the financial asset " under rule 6 of ASBE No. 23 - Transfers of Financial Assets is not satisfied. Therefore this structure does not pass the "pass-through" test, and does not meet the conditions for de-recognition. The auto mortgage loans will not be de-recognized from the accounts of VWFC.

Summary

Based on EY's understanding of the proposed transactions and the relevant accounting standards, EY have no objection towards the application of accounting principles by VWFC. VWFC will consolidate the special purpose trust of Driver China eighteen Asset-Backed Securitization, The auto mortgage loans will not be de-recognized from the accounts of VWFC.

The detailed factors considered in the accounting treatment of VWFC and EY's specific comments have been recorded in EY's Accounting Opinion.

6.3 ABSTRACT OF RATING REPORTS

China Bond Ratings - Abstract of Rating Report

Rating View:

- **The credit quality of the underlying assets:** The assets included in this project pool consist of auto mortgage loans, characterized by a relatively long weighted average contract term, high weighted average interest rates, substantial initial loan values, and a high debt-to-income ratio. The composition includes 3.45% non-standard credit from mortgaged vehicles, 19.98% additional loans, 4.42% used car loans, and 3.47% loans from external brands. According to CBR's methodology, the target default ratio (TDR) for AAAsf rating is 23.62%. The credit quality of initial underlying assets is relatively good.
- **The Originator:** As of April 2026, Volkswagen Finance (referred as "VWFC") had outstanding retail credit assets totaling RMB 24.423 billion, with a non-performing loan ratio of 0.65%. Among these, non-standard loans accounted for 3.98%, additional loans for 25.54%, corporate customer loans for 2.30%, used vehicle loans for 4.37%, loans to external brands for 8.46%, and new energy vehicles loans for 4.18%. Under the China Bond Rating System's subject rating framework, Volkswagen Financial Services demonstrates strong comprehensive operational capabilities, business management proficiency, and sustained stability.
- **Historical data:** CBR calculated the cumulative default rates for each of the 143 static sample pools provided by Volkswagen Financial Services on a period-by-period basis, and compared these with publicly available historical data from issuers of vehicle loan ABS products across the market. As shown in the figure, the actual average cumulative default rates for each static pool over periods of 12 and 24 months were 0.82% and 1.55%, respectively. The rise in default rates during the second half of 2019 was primarily attributed to the company's expansion into the used car business, which resulted in poorer default performance for used car loans issued through non-Volkswagen-certified dealers; subsequently, by strengthening used car channel management and customer eligibility reviews, the overall default rate improved.
- **Credit enhancement and transaction structure:** Credit enhancement mechanisms such as priority/subordinated structures, over-collateralization, and cash reserve accounts provide credit support for senior securities.

Based on the estimation results from the quantitative credit risk analysis of the portfolio and the cash flow stress testing model, combined with the qualitative analysis of rating elements, such as transaction structure risks, major participants' ability to fulfill their duties and legal risks, CBR assigns the following ratings to this Transaction: Class A Notes are rated at AAAsf, and Subordinated Notes are unrated.

Strengths

- **The credit quality of the underlying⁶ assets is relatively sound.** Among the top ten borrowers in this pool, the outstanding balance of principal and interest after write-offs accounts for 0.39%; loans to the largest borrower region (Henan) represent 8.43%, while those to the largest brand (Volkswagen) account for 52.41%, indicating low overall concentration risk. The average age of borrowers is 38.85 years, with a balanced age distribution, and most borrowers are in periods of career advancement and rising income; the weighted average debt-to-income ratio stands at 2.40, which is relatively high; borrowers exhibit strong personal credit scores; and the weighted average initial loan-to-value ratio reaches 79.71%, also at a high level. Overall, the credit quality of the underlying assets is quite favorable.
- **The priority/secondary structure and overcollateralization provide credit support for the senior securities.** At issuance, the credit support provided by the secondary and overcollateralization to the senior securities amounts to 18.38% of the outstanding principal as of the initial calculation date.
- **External liquidity reserves provide credit support for the senior securities.** This issue established a cash reserve sub-account, into which the trustee institution deposited an amount equal to the initial cash reserve (approximately RMB 48 million) on the trust's effective date, to mitigate potential liquidity risks associated with taxes, fees, and interest payments on the senior securities under the transaction documents, thereby

⁶ In accordance with the prospectus, the calculation and weighted average are based on the outstanding principal and interest balance after discounts.

providing credit support for them.

- **The transaction structure risk of this securities issue is relatively low.** The mitigation measures implemented for offsetting risks, commingling risks, absence of backup loan servicing institutions, liquidity risks, and legal risks effectively reduce the transaction structure risk.

Concerns

- **The static sample pool and the underlying asset pool may differ in certain characteristics and the macroeconomic environment they experience, which could introduce errors in the estimation of model-related parameters.** The differences between the static sample pool and the macroeconomic conditions faced by the securitized asset pool may lead to inaccuracies in the calculated model parameters. Zhongzhai Credit Rating has made corresponding adjustments to the parameters based on these characteristic differences between the asset pools and the static sample pool.
- **A certain proportion of the underlying assets consists of additional loans, which may face uncertainties in default performance and future cash flow recovery⁷ due to macroeconomic factors.** These loans account for 19.98% of the pooled assets; their non-performing rate is higher than that of loans without additional components, and they are more vulnerable to external macroeconomic fluctuations. Close monitoring of their performance remains essential.
- **The non-fully sequential cash flow payment mechanism reduces the credit support available to senior securities.** Under normal principal repayment conditions, once the excess collateral coverage ratio of Class A securities reaches a certain threshold, junior securities will receive principal payments simultaneously with senior securities; consequently, the credit support available to senior securities is correspondingly diminished compared to securities with sequential payment structures.
- **The securities in this issue have not undergone registration for the transfer of mortgage rights.** According to the terms of these securities, no registration procedures for such transfer are required on the trust's effective date; instead, the initiating institution shall continue to be registered as the nominal mortgagee with the competent government registration authority. The transaction documents stipulate that if the mortgage cannot be enforced against a bona fide third party, the entrusting institution is obligated, while the trustee has the right to demand that the entrusting institution repay the corresponding loan, thereby mitigating to some extent the risks associated with the absence of registration for the transfer change.
- **Against the backdrop of sustained policy support and accelerated transition between traditional and new growth drivers, China's macroeconomy is expected to maintain a long-term trend of steady improvement.** However, close attention must be paid to how changes in the external environment and sector-specific factors may impact credit risks. By 2025, China's economy will continue advancing under pressure while evolving toward greater innovation and efficiency, with emerging industries playing an increasingly significant role in driving macroeconomic growth. Looking ahead, the fundamental conditions and underlying trends supporting sustained economic improvement remain unchanged. In the short term, comprehensive analysis suggests that 2026 will see moderate quantitative growth alongside continuous structural optimization and enhanced development quality. Nevertheless, rising credit risks remain a concern due to factors such as slow recovery in household disposable income, intensifying competition among auto finance companies and commercial banks, evolving characteristics of underlying assets, and increased issuance of specialized loans. China Bond Rating has already incorporated these risk factors into its analytical models.

Fitch Bohua - Abstract of Rating Report

⁷In accordance with the prospectus, the calculation and weighted average are based on the outstanding principal and interest balance after discounts.

Key Rating Drivers

- **Obligor Default Risk:** Fitch Bohua assumed a base-case lifetime default rate for VWFC's portfolio of 1.7%, based on historical performance data from the originator, pool composition, and the expected economic growth in China. Fitch Bohua applied a stress default multiple of 5.0x in AAAsf scenario to account for the impact of economic deterioration on the transaction's cash flow.
- **Sequential Paydown Structure:** The transaction has a sequential payment structure. Credit enhancement (CE) includes subordinated notes, cash collateral amount and overcollateralisation. The rated notes can withstand corresponding rating stresses applied in the cash flow analysis.
- **Counterparty Risk:** Fitch Bohua considers the servicer and account bank in this transaction as eligible counterparties, which can support the notes rated up to AAAsf. The transaction has structural mechanisms ensuring that remedial actions take place if the servicer or account bank loses eligible counterparty status.
- **Servicer, Operational Risks:** VWFC is an experienced originator and servicer for China's auto ABS transactions. Fitch Bohua conducted an originator and servicer review and found the operation, underwriting, risk management and servicing procedures satisfactory and are comparable with those of other auto-finance companies.

Highlights

- **Strong initial collateral characteristics:** As of the initial cut-off date, all the underlying assets were normal loans originated by VWFC as determined under its '5-category' loan classification method. The weighted average (WA) seasoning of the initial portfolio is 12.4 months, and the WA remaining term is 41.2 months. The WA loan-to-value (LTV) ratio at origination is 79.7%. The borrowers are geographically distributed all over the country. The total outstanding discounted balance of top 10 borrowers is 0.4% of the initial portfolio balance. The underlying assets are highly diversified.
- **Adequate credit enhancement:** The initial credit enhancement for the Class A notes is 18.4%, which is sufficient to withstand Fitch Bohua's default stresses under the expected ratings with a buffer.
- **Adequate liquidity protection:** A cash reserve is funded from the proceeds of the notes at closing with an amount of RMB 48 million. The cash reserve is replenished up to the stipulated amount in the transaction waterfall. Such cash reserve amount could cover the payment interruption risk exposure sufficiently. Besides, the cash reserve could also provide additional credit enhancement.

Concerns

- **Interest rate compression:** The underlying assets have a weighted average interest rate of 8.2%, with a wide distribution: 39.6% of the loans carry an interest rate above 10.0%, while 12.1% are zero-interest loans. Defaults of high-interest rate loans will cause a decline in the overall interest rate level of the asset pool. To assess this risk, Fitch Bohua incorporates the assumption in cash flow stress tests that 50% of defaulted loans originate from the highest interest rate bucket.
- **Risk arising from unchanged mortgage right registrations:** The originator and the trustee may not, for each entrusted loan receivable, change the mortgage rights registration. Such arrangements may not defend against bona fide third parties.

6.4 ABSTRACT OF THE TAX OPINION

KPMG Advisory(China) Limited Beijing Branch (hereinafter referred to as “we” or “KPMG TAX”) has been engaged to issue an opinion (“the Tax Opinion”) on the proposed VWFC Driver Fifteen Asset-backed securitization of Automobile Collateral Loan (“this ABS transaction”) to be entered into by with Volkswagen Finance (China) Co., Ltd. (“VWFC”, “you” or “the Company”), as set out in the Engagement Letter with VWFC.

Our analysis in this opinion letter is based on our best knowledge of the current PRC tax laws and regulations, by making particular reference to the "VAT Law of the People's Republic of China" (Presidential Decree No. 41), "Regulations for the Implementation of the VAT Law of the People's Republic of China"(Decree of the State Council No. 826), "Announcement of the Ministry of Finance and the State Taxation Administration on Matters Concerning the Transition of Preferential VAT Policies Following the Implementation of the Value-Added Tax Law"(Announcement No. 10 [2026] of the Ministry of Finance and the State Taxation Administration), "Announcement on Matters Concerning the Specific Scope of VAT"(Announcement No. 9 [2026] of the Ministry of Finance and the State Taxation Administration), the Circular on Relevant Taxation Policy Issues concerning the Securitization of Credit Assets issued by the Ministry of Finance and the State Administration of Taxation (Cai Shui [2006] No. 5) , Notice of the Ministry of Finance and the State Administration of Taxation on Full Launch of the Pilot Scheme on Levying Value-added Tax in Place of Business Tax (Cai Shui [2016] No. 36) , Notice on Clarification of VAT Policies for Finance, Real Estate Development, and Educational Auxiliary Services" (Cai Shui [2016] No. 140), Supplementary Notice on Issues Concerning VAT Policies for Asset Management Products (Cai Shui [2017] No. 2) , Notice on Issues Concerning VAT on Asset Management Products (Cai Shui [2017] No. 56), Notice on VAT Policies including the Deduction of Input Tax for Rented Fixed Assets" (Cai Shui [2017] No. 90) and current CIT, VAT, stamp duty and other relevant laws and regulations.

Given that the VAT Law, its Implementation Regulations, and related supporting policies are scheduled to take effect only from January 1, 2026, clear and unified implementation standards regarding the VAT treatment rules for certain specific transaction stages within asset securitization deals have not yet been established. Meanwhile, tax regulatory documents such as Cai Shui [2016] No. 36 remain currently effective and serve as the primary applicable basis for VAT administration in practice. In the course of this analysis, we have also referenced the relevant provisions of the aforementioned documents, assessing the VAT implications at various stages of asset securitization transactions by applying the currently effective rules. It is particularly important to note that while the aforementioned tax regulatory documents have been issued and implemented for many years, due to factors such as the complexity of asset securitization transaction structures and the rapid iteration of innovative models, the tax characterization and specific treatment methods for certain special matters in transactions still require further clarifications and guidelines from the tax authorities.

According to Caishui[2016] No.140, Caishui[2017] No.56 and the Announcement No. 10 of 2026, the asset management company of any asset management products will be deemed as the responsible VAT taxpayer for any gains originated from such products. The VAT will be calculated with simplified method based on a 3% tax rate. The managers of asset management products include trust companies. Caishui [2016] No. 140, Caishui [2017] No. 56 and the Announcement No. 10 of 2026 has clarified that the asset manager (the Trustee) is the VAT taxpayer and VAT for the fund management products business will be calculated with simplified method based on a 3% tax rate. In other words, as long as VAT-taxable acts occur in the operation of asset management products, the trust company, as the asset management product manager, shall be liable for VAT, and the corresponding VAT liability is not affected by whether VAT has been paid in other links or upstream links.

Please note that the Tax Opinion is aimed at analysing each step involved in the above-mentioned ABS as well as the taxation treatment of each institution concerned in China, and does not constitute any taxation suggestion to investors and other institutions. Considering China's tax laws and regulations still have some uncertainties on certain issues and there are some differences in the practice of tax authorities, we suggest that investors should

consult with their tax authorities in charge for formal opinions according to specific issues. Executive summary of the tax treatments for each party involved in each step of the proposed ABS transaction structure is as follows:

The parties involved in this ABS Transaction include the Originator/Grantor, Issuer/The Trust Company, Servicer, Account Bank, institutional investors and other service agencies. This abstract of Tax Opinion summarizes the PRC tax implications from VAT, CIT and SD perspectives on the main parties involved under the respective transaction step.

1. Value-added tax (hereinafter referred to as the “VAT”)

(1) As the trustor of automobile mortgage loan securitization trust (hereinafter referred to as the “the Trust”), VWFC entrusted FOTIC Trust to set up the trust for those automobile mortgage loan assets (hereinafter referred to as the “Assets”). As for the behaviour of VWFC transferring its automobile mortgage loan assets in the process of setting up the trust, as of the issuance of the Tax Opinion, we have not yet found any provisions explicitly require the imposition of VAT on the transferor under such circumstances.

(2) The loan interest income derived by the trust shall be fully subject to VAT.

(3) Pursuant to the provisions of Cai Shui [2016] No.140, the manager of asset management products (hereinafter referred to as the “Product Manager”) is the VAT payer for the VAT taxable activity in the operation of asset management products. Pursuant to Cai Shui [2017] No.56, simplified tax calculation method is temporarily applied to the VAT taxable behaviour during the operation of asset management products by the manager of asset management products, and the VAT is paid at the percentage rate of 3%. For the VAT taxable behaviour in the operation of asset management products before January 1, 2018, VAT is no longer payable if it has not been paid; if VAT has been paid, the amount of tax paid could be deducted from the VAT payable by the manager of asset management products in the following months. Therefore, since January 1, 2018, in the process of *the securitization of the Assets*, VAT shall be paid if VAT taxable income is obtained in the operation of the trust, and FOTIC Trust, the manager of the asset management product, shall be the VAT payer.

(4) In the process of ABS, the service fee income obtained by the loan service institutions, the trust remuneration obtained by the trustee institutions, the registration/custody fee obtained by the registration institution, and the service fee income obtained by other institutions providing VAT-taxable services for the automobile mortgage loan securitization transactions shall be subject to VAT in accordance with the relevant policies and regulations.

(5) If the income of financial institutions investors (including banks and non-bank financial institutions) and non-financial institution investors during the period of holding the asset-backed securities of the Assets (including at maturity) is principal guaranteed income, they shall be regarded as providing loan service, and the corresponding interest income shall be subject to VAT.

(6) VAT shall be paid on the price difference income calculated by investors the selling price minus the buying price which are obtained by financial institution investors (including banks and non-bank financial institutions) and non-financial institution investors from the sale of the Assets.

2. Corporate Income Tax (hereinafter referred to as the “CIT”)

(1) We understand that in process of entrusting the auto loan, VWFC will continue to keep such asset on its balance sheet and recognize the cash payment of the assets it receives from the Trust as the liability at credit side, i.e., a loan from the Trust. In other words, VWFC will not recognize the asset transfer on its accounting book. In general, the calculation of the taxable income of corporate income tax should be based on accounting data if it is not clearly defined in the tax law. Therefore, if the tax authority approves the aforesaid accounting treatment, there shall not be any CIT implication upon the entrustment of auto loan. If the tax authority does not approve the accounting treatment, the gains derived from the transfer of basic assets should be accounted for taxable income; losses incurred in the course of such transfer could be deductible for CIT purpose after a special declaration made to the tax authority; Given that the transfer of auto loan by VWFC will be at a discounted value (i.e. the total purchase price received is lower than the book value of entrusted assets), there should be no tax liability generated from the transfer per se and hence no adverse CIT impact upon the entrustment.

(2) According to the Trust Agreement, the Trustee shall distribute or utilize the funds according to relevant clauses of the Trust Agreement. CIT is temporary not imposed, in the course of trust, if the trust returns has been allocated to the institutional investors (referred to as “institutional investors”) of the Assets during the year when such distributions are generated; after the institutional investors acquire such part of distributions, they shall recognize the taxable income according to the accrual principle, and CIT shall be calculated and paid according to CIT policies. For the part of the trust distributions that has not been allocated to the institutional investors during the year when the returns are generated, the trustee shall, in the course of trust, declare and pay CIT in accordance with the CIT policies; for such part of distributions which has been taxed in the course of trust, and is then redistributed to the institutional investors, the institutional investors shall make treatments accordance with the current relevant CIT policies concerning after-tax income.

(3) The price difference income from the ABS trading made by the institutional investors shall be subject to CIT in accordance with the CIT policies, while the losses occurred from such trading may be deducted according to relevant CIT policies. Income derived from the trust liquidation distribution by the institutional investors shall be subject to CIT according to relevant CIT policies, and from the liquidation may be deducted according to relevant CIT policies.

(4) In the transaction process of *the securitization of the Assets*, the service income obtained by the loan service institution, the trust remuneration obtained by the trustee institution, the remuneration obtained by the fund custody institution, the remuneration obtained by other institutions designated by the regulatory department to provide the ABS registration and custody services as the registration and custody institution and the service fee income obtained by other institutions providing services for *the securitization of the Assets* shall be included in their taxable income and CIT shall be calculated and paid at their applicable tax rates.

3. Stamp Duty (hereinafter referred to as the “SD”)

(1) The Trust Agreement/contract concluded by the Trustor (VWFC) and the Trustee (FOTIC Trust) in regards to the entrustment of auto loan shall not be subject to SD.

(2) Contracts for loan management concluded by the loan management servicer (VWFC) and the Trustee (FOTIC Trust) shall not be subject to SD.

(3) The Trustor (VWFC) and the Trustee (FOTIC Trust) are temporarily exempted from SD on the agreements (if taxable) signed with the Fund Custodian, the Securities Depository and other institutions providing services for the securitization transactions.

(4) The Trustee (FOTIC Trust) is exempted from SD for the issuance of the Assets, and the institutional investors are temporarily exempted from SD on trading the ABS.

(5) The trust account books set up by the Trustor (VWFC) and the Trustee (FOTIC Trust) specially for the ABS are temporarily exempted from SD.

4. Other Tax Issues

According to the Service Engagement letter, this Tax Opinion should not be relied upon by any other party for any other purpose and we expressly disclaim any liability or duty to any other party in this respect. Any other person choosing to rely on this advice does so at their own risks. To the fullest extent permitted by law, we accept no responsibility or liability to them in connection with the services provided in accordance with the terms of this engagement.

7 SUBSEQUENT ARRANGEMENT

7.1 FOLLOW-UP RATING ARRANGEMENT

CHINA BOND RATINGS - Arrangement of Rating Tracking

CBR will perform continued monitoring of the credit rating of the rated securities during the effectiveness of credit rating of this ABS. For Senior ABS, issued by the end of last year which has not matured and whose principal is not paid off, the credit rating tracking report will be published before July 31 in the current year. CBR will continuously keep a close watch on the credit quality of the ABS, and strives to collect and understand information that may affect the quality of this ABS. During the effective period of this ABS, Issuer/Originator should timely provide CBR with documents including but not limited to loan/asset report, trustee report, annual financial report, trust property status. If any material event that may affect ABS credit rating arises, trustee/servicer should, within 3 days of notice of the event, inform CBR and provide CBR with related documents. If CBR notices material event that may affect credit rating of this ABS, CBR should ask Originator, loan/asset servicer, trustee and lead underwriter to provide related documents so as to determine whether adjustment is needed for credit rating. Credit rating can be revoked if CBR can by no means acquire effective rating information.

Fitch Bohua - Surveillance Arrangements

In accordance with Chinese regulation and Fitch Bohua's internal policies, the outstanding Class A notes of 'Driver China Eighteen' will be subject to ongoing surveillance after publishing initial rating report. The surveillance includes periodic surveillance and event-driven surveillance.

Fitch Bohua will track relevant information on 'Driver China Eighteen', and monitor the payments of the notes, the credit quality of the asset pool and the performance of the duties and responsibilities of relevant parties in this transaction on an ongoing basis. Fitch Bohua will publish surveillance report by 31 July annually, starting from the second year after the issuance of initial rating report, while the Class A notes are outstanding. In case of any material change or event which may have a significant impact on the credit rating of the Class A notes, Fitch Bohua will conduct necessary investigations and take necessary rating actions on the matter.

Fitch Bohua's surveillance relies on the information and documents provided by related parties with respect to this transaction. The credit rating can be withdrawn if Fitch Bohua is unable to acquire effective rating information.

7.2 INFORMATION DISCLOSURE

INFORMATION DISCLOSURE REQUIREMENTS AND METHOD

During the life of the Notes in this issue, information will be disclosed through the release of Trust Company Reports by the Trust Company, the release of follow-up rating reports by the Rating Agencies as agreed upon, the release of a Trust liquidation report by the Trust Company and the release of other reports deemed necessary by the Trust Company. Noteholders can familiarise themselves with the management, utilization, disposal and receipts and expenditures of the Trust by reading the above-mentioned reports.

APPROACH AND CONTENT OF INFORMATION DISCLOSURES

The Trust Company should disclose relevant information to Noteholders on the website of China Money (www.chinamoney.com.cn), CCDC (www.chinabond.com.cn) and CFAE (www.cfae.cn) by other means provided under the NAFMII information disclosure guidance. The Trust Company should ensure that information disclosures are truthful, accurate and complete and do not contain any falsehoods, misleading statements or major omissions.

On each Trust Company Report Date, the Trust Company should provide the CCDC with a Trust Company Report showing the position of the Trust Assets corresponding to the Notes and information on the principal and interest payments corresponding to the Notes for the period in question.

By 30 April each year, the Trust Company should publish the Trust Company Report for the preceding year, audited by the Auditor. The Auditor has the right to review and audit relevant Trust-related accounts, documents, etc. of the Trust Company, the Servicer and the Account Bank for purposes of issuing its audit report, and the Trust Company, the Servicer and the Account Bank should cooperate therewith.

The Trust Company should reach agreement with the Rating Agencies on the arrangements for follow-up ratings of the Senior Asset Backed Notes and, by 31 July of each year of the life of the Senior Asset Backed Notes, disclose the previous year's follow-up ratings report to the Noteholders. The Trust Company should furnish the Rating Agencies with a copy of the Trust Company Report on each Trust Company Report Date. If an event requiring a special resolution or any of the following unexpected major events occurs, the Trust Company should notify the Rating Agencies within three Business Days after it became aware or should have become aware of the same.

INFORMATION DISCLOSURE MECHANISM UPON SPECIAL EVENT

If an unexpected major event that has a material impact on the value of the Trust Assets occurs, the Trust Company should register with the CCRE and provide information disclosure materials to the CCDC within three Business Days after it became aware or should have become aware of such event, and submit a report to the PBOC and the NFRA. "Unexpected major events" include, without limitation:

- (i) inability or expected inability of the Trust Company to pay the principal and interest of Senior Asset Backed Notes on schedule;
- (ii) the occurrence of any Foreclosure Event, Insolvency Event, Servicer Insolvency Event, Servicer Replacement Event, Trust Company Replacement Event or Trust Liquidation Event;
- (iii) the Trust Company and the Servicer or Account Bank violate laws or regulations or commit a default, and such violation or default could have a materially adverse effect on Class A Noteholders;
- (iv) the credit rating of Senior Asset Backed Notes is changed;
- (v) another matter that regulations of an oversight authority such as the PBOC, the NFRA and the CCRE, etc. require to be publicly announced; or
- (vi) other matters which must be publicly announced as specified under the NAFMII information disclosure guidance and in law.

DISCLOSURE MECHANISM FOR INFORMATION WHICH AFFECT PRODUCT RISK AND INVESTOR'S OPTION

Relating to the disclosure mechanism for information which affects product risk and investor's option, it will be provided with reference to the above information disclosure mechanism upon special event.

OTHER DISCLOSURE

Investors may refer to transaction information permitted to be disclosed in accordance with the information disclosure requirements of regulatory authorities from the date when this Offering Circular is published to the end of book building issuance date at the place set out below.

Address: 10th Floor, Building 4, Chang'an Xingrong Center, No.1 Naoshikou Street, Xicheng District, Beijing

Legal Representative: Li Jun

Contact Person: Zhang Yan, Ma Shichong

Phone: 010-83142398, 010-83142374

Fax: /

Post Code: 100031

Website: <https://www.ccbtrust.com.cn/>

LISTING AND ADMISSION TO TRADING

CCDC will credit the Asset Backed Notes to the custody accounts of the Noteholders on the Issue Date. Upon conclusion of the issuance, the Trust Company will apply to the PBOC for trading of the Class A Asset Backed Notes on the National Interbank Bond Market. The Subordinated Notes may be transferred in accordance with the rules and procedures prescribed by PBOC.

8 USE OF PROCEEDS

The aggregate proceeds from the issue of the Notes amount to RMB 3,800,000,000 and will be used to purchase the Purchased Receivables from the Originator, to pay costs related to the issue of the Notes and to endow the Cash Collateral Account with General Cash Collateral Amount. The Aggregate Cut-Off Date Discounted Receivables Balance is RMB 4,000,002,754.79.

9 ABSTRACT OF THE OTHER PRINCIPAL TRANSACTION DOCUMENTS

Trust Agreement

The Originator will enter into a Trust Agreement with the Trust Company/Issuer. Under the Trust Agreement the Originator entrusts and assigns the Purchased Receivables to the Trust Company and the Trust Company accepts the entrustment and assignment, in each case pursuant to the terms of the Trust Agreement. The Trust Company agrees to hold all Trust Assets on trust for the benefit of the Noteholders and in accordance with the Trust Agreement, and further agrees to perform and discharge its duties and obligations in accordance with the Trust Agreement, the other Transaction Documents to which it is a party, the Trust Law, the Pilot Measures, the Pilot Supervision Measures, the Measures On Trust Companies and other applicable laws and regulations.

The purpose of the Trust is to effect the securitization of the Purchased Receivables which the Originator entrusts and assigns to the Trust Company in accordance with the terms of the Trust Agreement. The Trust Company shall, according to the Trust Agreement, form the Trust to act as a special purpose vehicle to hold, manage, serve and dispose of the Trust Assets, and collect revenue generated by the Trust Assets for the Noteholders.

The consideration and Purchase Price for the Purchased Receivables shall be RMB3,752,000,000.00 which is equal to the Aggregate Discounted Receivables Balance of the Purchased Receivables (as discounted at the Discount Rate as of the Cut-Off Date) and less (a) an amount of RMB 200,002,754.79 for overcollateralisation purposes less (b) the General Cash Collateral Amount.

The Trust Company, as the issuer of the Senior Asset Backed Notes, shall enter into the Underwriting Agreement with the Lead Underwriter and the Joint Lead Underwriters before the Issue Date, pursuant to which the Lead Underwriter and the Joint Lead Underwriters shall underwrite the Senior Asset Backed Notes, which will be listed on the Interbank Bond Market. The Subordinated Notes will be issued to and subscribed by the Originator.

The Trust Agreement provides that, save for the occurrence of certain circumstances, no physical Notes shall be issued to replace the scripless Notes held in custody by CCDC. The Asset Backed Notes Terms & Conditions annexed to the Trust Agreement as a schedule sets out the provisions in relation to the Meeting of the Noteholders, including the convention of the Meeting of the Noteholders, the quorum requirement, voting and resolutions, written resolutions.

The Trust Agreement is governed by, and interpreted in accordance with laws and regulations of the PRC.

For the complete text of the Trust Agreement please see "TRUST AGREEMENT" of this Offering Circular.

Master Definitions Schedule

The Trust Company will enter into a Master Definitions Schedule with the Originator, which sets out the definitions of the terms or expressions referred to in each Transaction Document.

Servicing Agreement

Subject to revocation by the Issuer after a Servicer Replacement Event, the Servicer has the right, and is authorized and required to collect the Purchased Receivables in accordance with the Servicer's customary practices in effect from time to time, using the same degree of skill and attention that the Servicer exercises with respect to comparable vehicle Receivables that the Servicer collects for itself or others (where applicable). The Servicer may grant extensions, deferrals, amendments, modifications or adjustments on a Purchased Receivable in accordance with its customary practices in effect from time to time.

The Servicer shall pay the Settlement Amounts, the Clean-up Call Settlement Amounts, the proceeds from the sale or other disposal of the Financed Objects which the Issuer is entitled to, and all payments from the claims with respect to the Trust Assets entrusted and assigned to the Trust Company to the Distribution Account in accordance with the terms of the Trust Agreement.

The Servicer is entitled to commingle the Collections from the Purchased Receivables with its own funds during each Monthly Period if its credit rating satisfies the Servicer Required Rating or above, provided that it shall, on the sixth (6th) Business Day prior to each Payment Date, make a deposit of such monthly Collections into the

Distribution Account, but if its credit rating fails to satisfy the Servicer Required Rating, the following payment mechanism shall apply:

Since the Monthly Collateral Start Date, the Servicer shall:

- (i) advance an amount into the Distribution Account, equal to the Monthly Collateral for the Monthly Period in which the Monthly Collateral Start Date falls plus, if the Monthly Collateral Start Date falls on a date prior to the sixth (6th) Business Day prior to the Payment Date falling in such Monthly Period, an amount equal to the Monthly Collateral in respect of the preceding Monthly Period;
- (ii) for any subsequent Monthly Period in which the Servicer continues to fail to satisfy the Servicer Required Rating (save in respect of any Monthly Collateral posted under paragraph (i) above): on the first (1st) calendar day of such Monthly Period, determine the amount representing the Monthly Collateral in respect of the Monthly Period, and transfer the Monthly Collateral to the Distribution Account to be retained until the sixth (6th) Business Day prior to the Payment Date relating to such Monthly Period;

In the event that the above-mentioned calendar day on which the Monthly Collateral shall be made is not a Business Day, the Servicer shall transfer the Monthly Collateral on the next following Business Day unless that day falls in the next calendar month, in which case the date will be the first preceding day that is a Business Day.

- (iii) on the sixth (6th) Business Day prior to any Payment Date, Servicer's obligation to pay Collections for the relevant Monthly Period into the Distribution Account may be netted against its claim for repayment of the Monthly Collateral for such Monthly Period and such Monthly Collateral (after netting) will form part of the Available Distribution Amount on such Payment Date. If for such Monthly Period, the Monthly Servicing Report shows (1) that the Monthly Collateral which has been transferred to the Distribution Account by the Servicer for the relevant Monthly Period exceeds the Collections received by the Servicer for such Monthly Period, such excess amount shall be released to the Servicer outside the Order of Priority on the sixth (6th) Business Day prior to the relevant Payment Date, or (2) that the Collections received by the Servicer for such Monthly Period exceed the Monthly Collateral which has been transferred to the Distribution Account by the Servicer for the relevant Monthly Period, an amount equal to such excess shall be paid into the Distribution Account by the Servicer on the sixth (6th) Business Day prior to the relevant Payment Date;
- (iv) if the Servicer Required Rating is satisfied again, any Monthly Collateral standing to the credit of the Distribution Account shall be released to the Servicer outside the Order of Priority on the sixth (6th) Business Day prior to the next Payment Date following such satisfaction; and
- (v) promptly nominate a back-up Servicer which shall be acceptable to the Issuer, by notifying the Issuer in writing.

Provided it complies with its posting obligations in above paragraph (i) and paragraph (ii) and its obligation to transfer Collections to the Distribution Account in accordance with the Servicing Agreement, the Servicer shall be entitled to hold, use and invest the Collections at its own risk without having to segregate such funds from its own or other funds, and the Servicer will be required to make a deposit of the monthly Collections collected by it to the Distribution Account on the sixth (6th) Business Day prior to each Payment Date. Otherwise, Collections collected by the Servicer will be required to be remitted by it to the Distribution Account on the third (3rd) Business Day after receipt of such Collections.

Information as to the present lending business procedures of VWFC are described in the sections entitled "BUSINESS PROCEDURES OF VWFC" and "ADMINISTRATION OF THE PURCHASED RECEIVABLES UNDER THE SERVICING AGREEMENT" below, however, VWFC will be permitted to change those business procedures from time to time in its own discretion.

The Servicer is permitted to delegate some or all of its duties to other entities, including its Affiliates and subsidiaries, although the Servicer will remain liable for the performance of any duties that it delegates to another entity.

The Servicer will be entitled to receive a fee (the "**Servicer Fee**") on each Payment Date for the Monthly Period related to such Payment Date in accordance with the Order of Priority. Any statutory turnover tax applicable to the Servicer Fee shall be borne by the Servicer, and the Servicer shall have no further claim to remuneration and/or cost reimbursement.

After a Servicer Replacement Event, the Issuer is entitled to dismiss the Servicer.

Account Agreement

The Issuer, the Servicer and the Account Bank will enter into an Account Agreement, pursuant to which (a) the Cash Collateral Account and (b) the Distribution Account (collectively, the "**Accounts**") shall be opened in the name of "CCB TRUST CO., LTD. DRIVER CHINA EIGHTEEN TRUST". The sole account holder of the Accounts shall be the Issuer.

The Issuer shall instruct and authorize the Account Bank to release an amount from the Accounts in accordance with a Payment Instruction executed by the authorised representatives (including but not limited to, in accordance with the Trust Agreement, instructing the Account Bank to on relevant date (a) transfer relevant amounts out of or into the Cash Collateral Account (if applicable) and (b) transfer to the Paying Agent), provided that the relevant Account contains sufficient cleared funds to make such payment. The Account Bank shall release the relevant amount in accordance with the Payment Instructions signed by an Authorised Representative.

If a Foreclosure Event occurs, the Issuer is entitled to close the Accounts and appoint a successor account bank (the "**Successor Account Bank**") and open new accounts (the "**Successor Accounts**") at the Successor Account Bank.

In the case of the occurrence of a Termination Event (as defined under the Account Agreement), the Account Bank hereby undertakes that (a) before the Successor Accounts are opened and the money in the Accounts are transferred to the Successor Accounts, it shall continue to properly fulfill all its obligations and liabilities under the Account Agreement, (b) according to the instructions of the Issuer, it shall transfer all the funds in the Accounts to the Successor Accounts; (c) it shall cooperate with the Servicer, the Issuer and the Successor Account Bank to ensure a smooth transition from the Account Bank to the Successor Account Bank; and (d) it shall not claim right of set-off or counterclaim or any other similar right in respect of the funds in the Accounts vis-à-vis the Successor Account Bank.

In the case of the occurrence of a Termination Event (as defined under the Account Agreement), the Account Bank shall, (a) reimburse to the Issuer any up-front fees, on a *pro rata* basis, paid by it for the period after the date on which the substitution of the Account Bank with the Successor Account Bank is taking effect; and (b) reimburse the Issuer and the Servicer for all the costs (including legal costs and administration costs) incurred for the purpose of appointing the Successor Account Bank.

Upon the transfer of the Accounts to the Successor Account Bank, the Issuer and the Servicer shall procure that, prior to the transfer:

- (i) the Successor Accounts shall be opened and made available to the same extent and in the same manner as the Accounts held at the Account Bank; and
- (ii) the Successor Account Bank enters into an agreement substantially similar to the terms of the Account Agreement.

The Servicing Agreement shall terminate upon the transfer of the Accounts.

Underwriting Agreement

The Trust Company, as the Issuer of the Senior Asset Backed Notes, shall enter into an Underwriting Agreement with the Lead Underwriter and the Joint Lead Underwriters, pursuant to which the Lead Underwriter and the Joint Lead Underwriters shall underwrite the Senior Asset Backed Notes and will be entitled to certain Underwriting Remuneration.

10 REPURCHASE, EARLY SETTLEMENT/CLEAN-UP CALL AND TERMINATION

Repurchase of Trust Assets

In the event of a breach of any of the warranties set forth in Clause 12.2 (*Purchased Receivables*) of the Trust Agreement on the Cut-Off Date which materially and adversely affects the interests of the Issuer, the Trust or the Noteholders, the Originator shall have until the end of the Monthly Period which includes the sixtieth (60th) day (or, if the Originator elects, an earlier date) after the date that the Originator became aware or was notified of such breach to cure or rectify such breach.

If the Originator does not cure or rectify such breach prior to such time, it shall repurchase the Purchased Receivables affected by such breach which materially and adversely affects the interests of the Issuer, the Trust or the Noteholders from the Trust Company on the next Payment Date immediately following the expiration of such 60-day period. Any such repurchase by the Originator of the Purchased Receivables on the relevant Payment Date shall be at a price equal to their then outstanding Discounted Receivables Balance. Upon payment of such amount by the Originator, the Trust Company shall reassign and execute and deliver such instruments of assignment or reassignment, in each case without recourse or representation, as shall be reasonably necessary to vest in the Originator or its designee the Receivables so settled.

Early Settlement/Clean-up Call

If an Event of Legitimate Repudiation of Loan Contract occurs, the Issuer may, by written notice, demand the Originator to immediately reimburse the Issuer the Discounted Receivables Balance of the relevant Purchased Receivables, which shall be calculated by using the Discount Rate and on the basis of a 360-day year with 30 days per month. Discounting shall be made on the last calendar day of the month in which the Settlement shall become effective. Such amount shall be due immediately.

Under the Trust Agreement, the Originator will have the option to exercise a Clean-Up Call and to repurchase the Purchased Receivables from the Issuer on any Payment Date when the Aggregate Discounted Receivables Balance is less than 10 per cent. of the Aggregate Discounted Receivables Balance as of the Cut-Off Date provided that all payment obligations under the Class A Notes will be thereby fulfilled by the proceeds of such purchase. The “Clean-Up Call Settlement Amount” means provided the Originator chooses to exercise a Clean-up Call, an amount equal to the outstanding Discounted Receivables Balance of all Purchased Receivables which would have become due if the Clean-Up Call had not occurred, calculated on the last calendar day of the preceding month to the month in which the repurchase is to become effective. For the purposes of calculating the Clean-Up Call Settlement Amount the risk of losses inherent to the relevant Purchased Receivables shall be taken into account on the basis of the risk status of such Purchased Receivables assessed by the Originator immediately prior to the buyback becoming effective. The Clean-Up Call Settlement Amount shall be due immediately.

Payment of Settlement Amount and Clean-up Call Settlement Amount shall be credited to the Distribution Account by the Originator.

Upon payment of such amount by the Originator, the Trust Company shall reassign and execute and deliver such instruments of assignment or reassignment, in each case without recourse or representation, as shall be reasonably necessary to vest in the Originator or its designee the Receivables so settled.

Termination of the Trust

The term of the Trust shall commence on the Trust Formation Date and end on the Trust Termination Date, both dates inclusive.

The Trust Company shall, subject to the relevant resolutions passed at a Controlling Noteholders’ Meeting (save for paragraph (d) below), have the right to declare an early settlement of the Trust or liquidate the Trust upon the occurrence of any of the following events:

- (a) the Originator having exercised the Clean-Up Call option under Clause 4.3 of the Trust Agreement and paid the Clean-Up Call Settlement Amount in accordance with Clause 4.4 and Clause 4.5 of the Trust Agreement;

- (b) there is an amendment to the tax law in China which adversely affects the financial balance of the Trust;
- (c) the Trust Company being terminated is not replaced with a successor Trust Company, in each case in accordance with the terms of the Trust Agreement;
- (d) the unanimous decision of 100% of all Noteholders (whose Notes have not been fully redeemed) having been made to liquidate the Trust;
- (e) a Foreclosure Event having occurred; or
- (f) a Trust Liquidation Event having occurred.

11 TAXATION

Taxation on the Trust Assets

The tax liability for the trust property is as follows:

Value Added Tax

As for the behavior of VWFC transferring the Assets in the process of setting up a trust, DTAX has not yet found any provisions explicitly require the imposition of VAT on the transferor under such circumstances.

The loan interest income shall be fully subject to VAT.

In the process of securitization of the Assets, VAT shall be paid if VAT taxable income is obtained in the operation of the trust, and CCBT, the manager of the asset management product, shall be the VAT payer.

In the process of the asset securitization, the service fee income obtained by the loan service institutions, the trust remuneration obtained by the trustee institutions, the registration/custody fee obtained by the registration institution, and the service fee income obtained by other institutions providing VAT-taxable services for the automobile mortgage loan securitization transactions shall be subject to VAT in accordance with the relevant policies and regulations.

If the income of financial institutions investors (including banks and non-bank financial institutions) and non-financial institution investors during the period of holding the Asset-backed Securities of the Assets (including at maturity) is principal guaranteed income, they shall be regarded as providing loan service, and the corresponding interest income shall be subject to VAT .

VAT shall be paid on the price difference income calculated by investors the selling price minus the buying price which are obtained by investors of financial institutions (including banks and non-bank financial institutions) and non-financial institution investors from the sale of the Assets.

Corporate Income Tax

Income from the transfer of the Assets by VWFC as the Originator shall be subject to CIT according to relevant CIT policies, and the loss incurred from such asset transfer may be deducted according to relevant CIT policies. If VWFC deems or replaces the transferred Assets it shall follow the existing CIT policies concerning asset transfers.

In the process of the transfer, deemption and replacement of the Assets, VWFC, as the Originator, and CCBT, as the Trustee, shall pay cost and expenses according to arm's length principle; if the payment is not in accordance with arm's length principle, the tax authority shall make adjustments the pursuant to the PRC Administrative law on Tax Collection.

CIT is temporary not imposed, in the course of trust, if the trust returns has been allocated to the institutional investors (referred to as "institutional investors") of the Assets during the year when such returns are generated; after the institutional investors acquire such part of returns, they shall recognize the taxable income according to the accrual principle, and CIT shall be calculated and paid according to CIT policies. For the part of the trust returns that has not been allocated to the institutional investors during the year when the returns are generated, the trustee shall, in the course of trust, declare and pay CIT in accordance with the CIT policies; for such part of returns which has been taxed in the course of trust, and is then redistributed to the institutional investors, the institutional investors shall make treatments accordance with the current relevant CIT policies concerning after-tax income.

The price difference income from the ABS trading made by the institutional investors shall be subject to CIT in accordance with the CIT policies, while the losses occurred from such trading may be deducted according to relevant CIT policies. Income derived from the trust liquidation distribution by the institutional investors shall be subject to CIT according to relevant CIT policies, and from the liquidation may be deducted according to relevant CIT policies.

In the transaction process of securitization of the Assets, the service income obtained by VWFC as the loan service institution, the trust remuneration obtained by CCBT as the trustee institution, the remuneration obtained by PSBC Beijing Branch as the fund custody institution, the remuneration obtained by the CDCC or other institutions designated by the regulatory department to provide the ABS registration and custody services as the registration and custody institution and the service fee income obtained by other institutions providing services for the securitization of the Assets shall be included in their taxable income and CIT shall be calculated and paid at their applicable tax rates.

CCBT as the trustee institution, CCDC, or other institutions designated by the regulatory authorities to provide registration and custody services, as the Securities Depository, shall provide all financial information about the Trust and the detailed information related to the distribution of returns to the institutional investors to the tax authority in charge of the Trust and the tax authorities where the institutional investors are located.

Stamp Tax

The Trustor (VWFC) and the Trustee (CCBT) are temporarily exempted from SD on the agreements (if taxable) signed with the Fund Custodian, the Securities Depository (CCDC) and other servicing institutions providing services for the securitization transactions.

The Trustee (CCBT) is exempted from SD for the issuance of the Assets, and the institutional investors are temporarily exempted from SD on trading the ABS.

The trust account books set up by the Trustor (VWFC) and the Trustee (CCBT) specially for the ABS are temporarily exempted from SD.

12 DESCRIPTION OF THE PURCHASED RECEIVABLES AND THE LOAN COLLATERAL

The Receivables

The Purchased Receivables arise from (a) the Financed Objects primarily originated by natural person and institutional customers of Bentley, FAW-AUDI, FAW-VW, Jetta, Lamborghini, Porsche, SAIC-AUDI, Skoda SVW, VW Import, VW Anhui vehicles and vehicles of certain other brands financed by VWFC under the Loan Contracts, and (b) the Loan Contracts which provide for repayment of the loan (i) by fixed monthly instalments or (ii) with monthly instalments and a final balloon instalment.

Warranties and Guarantees for the Purchased Receivables

In the Trust Agreement, VWFC has represented and warranted, with respect to the Purchased Receivables as of the Cut-Off Date:

- (a) the Loan Contracts constitute legal, valid, binding and enforceable agreements;
- (b) the Purchased Receivables are assignable, and the Loan Contracts require monthly payments;
- (c) it is entitled to dispose of the Receivables free from rights of third parties;
- (d) the Purchased Receivables are free of defences, whether preemptory or otherwise, for the agreed term of the Loan Contracts as well as free of rights of third parties and that the Borrowers in particular have no set-off claim thereto or thereunder or the status and enforceability of the Purchased Receivables is not impaired by set-off rights;
- (e) no Purchased Receivable is overdue;
- (f) the status and enforceability of the Purchased Receivables is not impaired due to warranty claims or any other rights of the Borrowers;
- (g) none of the Borrowers is an affiliate of Volkswagen AG or an employee of VWFC;
- (h) according to VWFC's records, no termination of any Loan Contract has occurred;
- (i) the Loan Contracts shall be governed by the laws of China and have not been concluded prior to January 2008;
- (j) the Loan Contracts have been entered into exclusively with the Borrowers which, if they are corporate entities have their registered office in China or, if they are individuals have their place of residence in China;
- (k) on the Cut-Off Date, at least two contractual installments (which include interest payments) have been paid in respect of each of the Purchased Receivables and that each Purchased Receivable requires monthly payments to be made within sixty (60) months of the date of origination of each Loan Contract and may also provide for a final balloon payment;
- (l) each of the Purchased Receivables will have at least no less than (6) and no more than (58) instalments;
- (m) the total outstanding amount of Purchased Receivables entrusted under the Trust Agreement pursuant to the Loan Contracts with one and the same Borrower does not exceed RMB4,000,000 in respect of any single Borrower;
- (n) the Loan Contracts which are subject to the provisions of PRC law on consumer financing, comply in all material respects with the requirements of such provisions;
- (o) according to VWFC's records, no insolvency proceedings have been initiated against any of the Borrowers during the term of the relevant Loan Contract up to the Cut-Off Date;
- (p) each Loan Contract under which the relevant Receivables arise provides for a mortgage of the relevant Financed Object;
- (q) the Purchased Receivables are "normal" loans according to NFRA's "5-category" loan classification method;
- (r) the Purchased Receivables are denominated in RMB;
- (s) at the time each Loan Contract was entered into, the Receivable under such Loan Contract was approved by the Originator in the ordinary course of the Originator's business; and
- (t) the maximum delinquent days of each Purchased Receivable were historically no more than 60 days.

In the event of a breach of any of the warranties set forth above at the Cut-Off Date which materially and adversely affects the interests of the Issuer or the Noteholders, VWFC shall have until the end of the Monthly Period which includes the sixtieth (60th) day (or, if VWFC elects an earlier date) after the date that VWFC became aware or was notified of such breach to cure or correct such breach. Any such breach or failure will not be deemed to have a material and adverse effect if such breach or failure does not affect the ability of the Issuer to receive and retain

timely payment in full on the related Purchased Receivable. If VWFC does not cure or correct such breach prior to such time, then VWFC shall repurchase any Purchased Receivables affected by such breach which materially and adversely affect the interests of the Issuer or the Noteholders from the Issuer on the Payment Date following the expiration of such period. Any such repurchase by VWFC of the Purchased Receivables on such Payment Date shall be at a price equal to their then outstanding Discounted Receivables Balance.

The Purchased Receivables generally have characteristics that demonstrate the capacity to produce funds to serve as payments due and payable on the Notes, however, VWFC does not warrant the solvency (credit standing) of the Borrowers.

Description of the Loan Contracts, Purchased Receivables, Financed Objects and Borrowers as of the Cut-Off Date

The portfolio information presented in this Offering Circular is based on the pool as of the Cut-Off Date.

13 ASSET POOL CUT MECHANISM

As the “Discounted Receivables Balance” mechanism is introduced into this Issue, operationally the asset pool will be determined by two pool-cuts, i.e. the “red-pool” and the “black-pool”. After the pricing is fixed through book building issuance, the “black pool” size will be calculated based on the approved assets backed securities issuance size and according to the discount rate determined through pricing, so as to determine the final scope of underlying assets that are trusted to the special purpose trust.

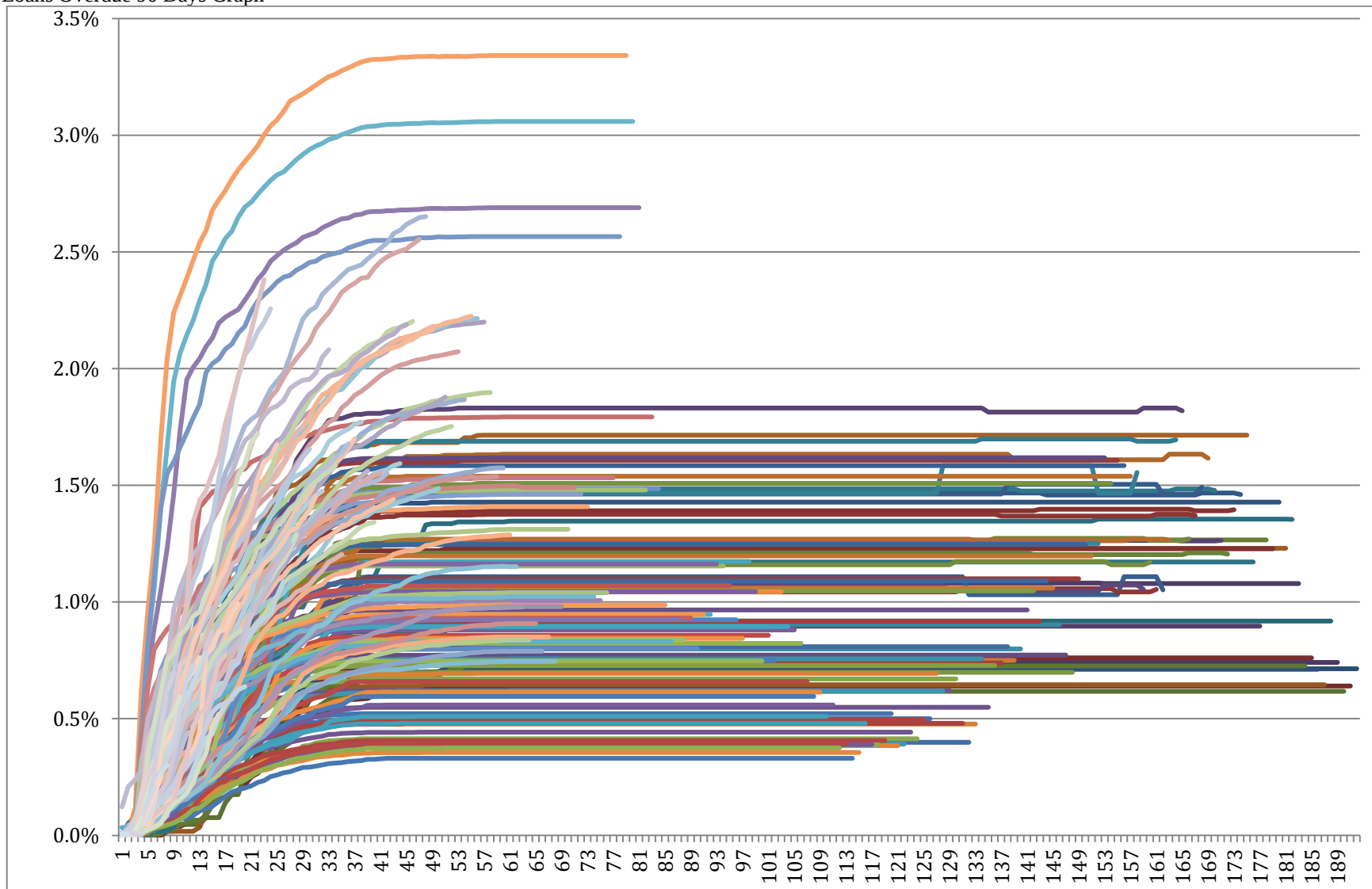
14 HISTORICAL PERFORMANCE DATA

VWFC has extracted data on the historical performance of the auto loan portfolio. The tables below show historical data on loans overdue 90 days and loans overdue 180 days, for the period from April 2010 to March 2026 from contracts originated since April 2010 and defaulted before March 2026.

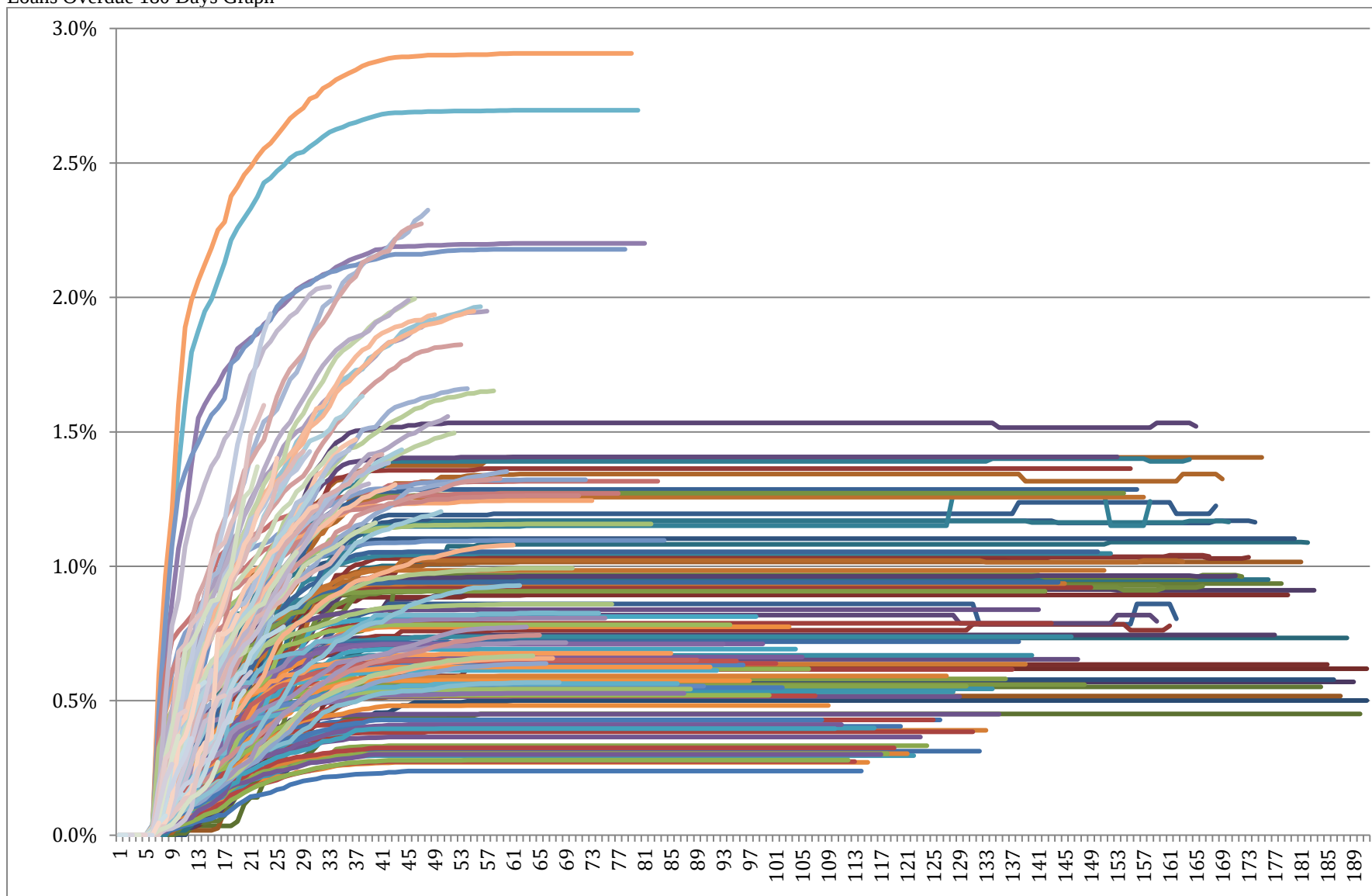
Total Portfolio

Loans overdue 180 days data displayed below are in static format and show the cumulative balance of loans overdue 180 days realised after the specified number of months since origination, for each portfolio of loans originated in a particular month, expressed as a percentage of the original principal balance of that portfolio. Cumulative balance of loans overdue 180 days are calculated by deducting the vehicle sales proceeds as well as any other recoveries from the outstanding balances of the respective loans up to 180 days since loans were overdue. The data includes standard and balloon loans to corporate and private debtors to finance new and used vehicles.

Loans Overdue 90 Days Graph



Loans Overdue 180 Days Graph



15 SENSITIVITY ANALYSIS OF EACH CLASS OF ASSET BACKED NOTES

Tiered Design

In view of the needs of the investors and the features of the asset pool, the Notes in this issue have been divided into two tiers, namely Class A Asset Backed Notes and Subordinated Notes, in the ratio of 81.62 % and 13.38 %, respectively, and the ratio of overcollateralisation is 5.00%. The Class A Asset Backed Notes are rated AAA_{sf} (China Bond Ratings) / AAA_{sf} (Fitch Bohua) and the Subordinated Notes have not been rated.

Interest Rates of the Notes in This Issue

The Class A Asset Backed Notes and Subordinated Notes have fixed interest rates.

Weighted Average Tenors

Assume that no losses, repayment or delay in payment exists, and the Clean-Up Call, the weighted average tenors of the Class A Asset Backed Notes and Subordinated Notes are 1.49 years and 2.72 years, respectively.

Interest Rate Sensitivity Analysis

Interest rate fluctuations will have no effect on the rate of return on each Class of Notes, because the interest rates on the Notes (including the Class A Asset Backed Notes and the Subordinated Notes) are fixed.

Estimated Effect of Prepayments

The Notes in this issue are pass-through securities. Their weighted average tenors will shrink if the prepayment rate rises, as specified below:

Changes in Weighted Average Remaining Tenor of Each Class of Notes (with Clean-up Call)

Prepayment Rate	Class A Notes (years)	Subordinated Notes (years)
0.00%	1.49	2.72
5.00%	1.39	2.53
10.00%	1.29	2.35
15.00%	1.19	2.18

Changes in the maturity dates of each Class of Notes in the event of prepayment are specified in the following table:

Changes in Expected Maturity Dates of Each Class of Notes (with Clean-up Call)

Prepayment Rate	Class A Notes	Subordinated Notes
0.00%	2030/6/26	2030/6/26
5.00%	2030/5/26	2030/5/26
10.00%	2030/3/26	2030/3/26
15.00%	2029/12/26	2029/12/26

16 MASTER DEFINITIONS SCHEDULE

THIS MASTER DEFINITIONS SCHEDULE is signed, for identification purposes only, on _____.

本主定义表仅为识别之目的，于____年____月____日由下列各方签署：

BETWEEN:

- (1) **VOLKSWAGEN FINANCE (CHINA) CO., LTD.**, an auto-finance company with limited liability incorporated under the laws of the People's Republic of China, with its registered address at Unit 102 Commercial Unit 3, 1/F; Commercial Unit 3, 2/F; Commercial Unit 3, 3/F; Commercial Unit 3, 4/F; and Unit 501 Commercial Unit 3, 5/F, Building 3, No. 15 Furong Street Wangjing, Chaoyang District, Beijing, 100102, People's Republic of China, as the Grantor, the Originator and the Servicer of the DRIVER CHINA EIGHTEEN TRUST (collectively known as the "**Originator**" or the "**Servicer**"); and

大众汽车金融（中国）有限公司，一家依据中华人民共和国法律设立的汽车金融有限公司，其注册地址为北京市朝阳区望京阜荣街 15 号院 3 号楼 1 层 3-商业内 102、2 层 3-商业、3 层 3-商业、4 层 3-商业、5 层 3-商业内 501 单元，邮政编码 100102，作为**华驭第十八期汽车抵押贷款支持证券**的**委托人、发起机构和贷款服务机构**（以下统称“**发起机构**”或“**贷款服务机构**”）；以及

- (2) **CCB TRUST CO., LTD.**, a trust company with limited liability incorporated under the laws of the People's Republic of China, with its registered address at 45 Jiushiqiao Street, Hefei, Anhui Province, People's Republic of China, as the Trust Company and the Issuer of the DRIVER CHINA EIGHTEEN TRUST (collectively known as the "**Trust Company**" or the "**Issuer**").

建信信托有限责任公司，一家依据中华人民共和国法律设立的有限责任公司，其注册地址为安徽省合肥市九狮桥街 45 号兴泰大厦，作为**华驭第十八期汽车抵押贷款支持证券**的**受托机构和发行人**（以下统称“**受托机构**”或“**发行人**”）。

1 DEFINITIONS

DEFINITIONS

- 1.1 The parties to this Master Definitions Schedule agree that, except where expressly stated to the contrary or where the context otherwise requires, the definitions set out below shall apply to terms or expressions referred to but not otherwise defined in each Transaction Document.

本主定义表的双方同意，除非另有约定或上下文另有要求，下列定义将适用于各**交易文件**中援引但未另行定义之词语或表达。

"**Account Agreement**" means the account agreement dated on or about the Signing Date by and among the Trust Company, the Account Bank and the Servicer, governing the opening, operation and custody of the Accounts and the funds therein.

“**资金保管合同**”指由**受托机构、资金保管机构和贷款服务机构**于**签约日**当日或前后签署的有关**托管账户**的开立及其资金之运营和保管的**资金保管合同**。

"**Account Bank**" means Postal Savings Bank of China Limited Beijing Branch or any permitted successor or assignee under the Account Agreement.

“**资金保管机构**”指中国邮政储蓄银行股份有限公司北京分行或任何**资金保管合同**允许的**继承人**或**受让人**。

"Account Bank Report" means the monthly report prepared by the Account Bank pursuant to the Account Agreement.

“资金保管机构报告”指资金保管机构每月根据资金保管合同准备的报告。

"Account Bank Report Date" means the sixth (6th) Business Day before each Payment Date.

“资金保管机构报告日”指每个支付日前的第六(6)个工作日。

"Account Bank Required Rating" means, (a) in relation to the Fitch Bohua rating system, A and higher long-term issuer credit rating or equivalent credit quality; or (b) in relation to the CBR rating system, A-ori and higher credit rating.

“资金保管机构必备评级”指, (a)就惠誉博华的评级系统而言, A以及更高的主体长期信用等级或对应信用质量评估结果; 或(b)就中债资信评级系统而言, A-ori⁸以及更高信用评级。

"Accounts" means the sole bank account opened in the name of the “CCB TRUST CO., LTD. DRIVER CHINA EIGHTEEN TRUST” with the Account Bank, including its two sub-accounts Cash Collateral Account and the Distribution Account, which are managed and reconciled by the Account Bank independently in terms of accounting treatment.

“托管账户”指在资金保管机构开立的账户名为“建信信托有限责任公司华驭第十八期汽车抵押贷款证券化信托”的单一银行账户, 包括其下由资金保管机构在会计处理上分账管理、独立核算的现金储备账户和分配账户这两个子账户。

"Accrued Interest" means in respect of a Note and on any date, the Note interest which has accrued up to such date.

“证券利息”指就某一证券和任意日期而言, 该证券截至该日期所产生的利息。

"Affiliate" means, in relation to any Person, any entity controlled, directly or indirectly by the Person, any entity that controls, directly or indirectly the Person or any entity directly or indirectly under common control with such Person (for this purpose, "control" of any entity or Person means ownership of a majority of the voting power of the entity or Person).

“关联方”指相对于人而言, 由该人直接或间接控制的实体, 任何直接或间接控制该人的实体, 或与该人直接或间接处于共同控制之下的实体(为此目的, “控制”任何实体或人指拥有该实体或人的多数投票权)。

"Agency Agreement" means the agency agreement between CCDC and the Trust Company dated on or about the Signing Date.

“代理协议”指中央结算公司和受托机构于签约日当日或前后签署的代理协议。

"Aggregate Cut-Off Date Discounted Receivables Balance" means the Aggregate Discounted Receivables Balance as of the Cut-Off Date, being RMB 4,000,002,754.79.

“初始起算日折后本息余额总额”指初始起算日当天的折后本息余额总额, 为人民币 4,000,002,754.79元。

⁸This rating symbol is different from the rating symbols required by regulatory authorities and is only applicable to the mandatory rating level that needs to be provided in the transaction document of a structured project. 该级别符号不同于监管要求的评级符号, 仅适用于结构化项目交易文件中需规定的必备评级等级。

"Aggregate Discounted Receivables Balance" means the aggregate of all Discounted Receivables Balance of all Purchased Receivables.

“折后本息余额总额”指所有已转让贷款的折后本息余额之累计总额。

"Asset Backed Notes Terms & Conditions" or **"Conditions"** means the terms and conditions set out in Schedule 6 to the Trust Agreement.

“资产支持证券发行条款”或“发行条款”指信托合同附件六所列条款。

"Assets" means the Receivables, the Loan Contracts and the Loan Collateral.

“资产”指汽车贷款，贷款合同和贷款担保。

"Assets List" means, in respect of the Receivables as of the Cut-Off Date, a list prepared by the Originator setting out the relevant information of each Loan Contract in form and substance satisfactory to the Trust Company, which can be provided in the format of electronic document, compressed films or such other form acceptable to the Trust Company (also refer to Article 2.3 of the Trust Agreement).

“资产清单”指，就初始起算日的汽车贷款而言，一份由发起机构准备的在格式和内容上令受托机构满意的各贷款合同相关信息清单，该等清单可以电子文件、微缩胶片或其他受托机构接受的形式提供（参见信托合同 2.3 条）。

"Auditor" means a reputed audit firm approved by the Trust Company and the Originator from time to time.

“审计师”指一家由受托机构和发起机构不时批准的知名的会计师事务所。

"Tax Advisor" means a reputed audit firm approved by the Trust Company and the Originator from time to time.

“税务顾问”指一家由受托机构和发起机构不时批准的知名的会计师事务所。

"Auditor Fee" means the fee payable to the Auditor under the Auditor Fee Letter.

“审计费用”指根据审计师费用函而应向审计师支付的费用。

"Auditor Fee Letter" means the fee letter from the Auditor in relation to the fees and relevant expenses payable to the Auditor for the services which it provides under the Transaction Documents.

“审计师费用函”指就审计师在交易文件项下提供服务而向其支付费用和相关支出的费用函。

"Authorized Signatory" means the person who is authorized by the board of a Party under the Transaction Documents or the internal procedure of that Party to sign any of the Transaction Documents or any report required by the Transaction Documents on behalf of that Party.

“授权签字人”指经交易文件一方的董事会或该方内部程序授权代表该方签署任何交易文件或任何交易文件要求的报告的个人。

"Available Distribution Amount" means, in respect of a Payment Date, the sum of the following:

- (a) the Collections for the Monthly Period related to such Payment Date;
- (b) drawings from the Cash Collateral Account as provided under Clause 10.2 of the Trust Agreement;
- (c) balance standing to the credit of the Distribution Account as of the preceding Calculation Date;
- (d) any investment earnings from the Accounts; and
- (a) interest accrued on the Distribution Account.

"Bankruptcy Law" means the Bankruptcy Law of the PRC which was published by the Standing Committee of the National People's Congress on 27 August 2006 and came into effect on 1 June 2007.

"Borrower" means, in respect of a Receivable, a Person (including natural person and institution) to whom the Originator has advanced one or more auto-loans on the terms of the relevant Loan Contract.

"Bookrunner" means the Lead Underwriter.

"Business Day" means any day on which commercial banks in the PRC are open for business, except Saturdays, Sundays and nationwide public holidays.

"Calculation Date" means the last day of each calendar month; the first Calculation Date shall be 30 September 2026 and the last Calculation Date shall be the last day of the calendar month prior to the last Payment Date.

"Cash Collateral Account" means a sub-account under the Accounts, with which the General Cash Collateral Amount was credited.

"CCDC" means China Central Depository & Clearing Co., Ltd.

"CCRE" means China Credit Assets Registry & Exchange Co., Ltd.

"可分配额"指，就某一支付日而言，以下数额的总和：

- (a) 该支付日所对应的月度期间的回收款；
- (b) 根据信托合同第 10.2 条从现金储备账户提取的款项；
- (c) 在上一计算日的分配账户中的贷方余额；
- (d) 托管账户中的投资所得；以及
- (a) 分配账户产生的利息收入。

"破产法"指全国人大常委会 2006 年 8 月 27 日颁布并于 2007 年 6 月 1 日生效的《中华人民共和国企业破产法》。

"借款人"指，就一笔汽车贷款而言，发起机构根据相关贷款合同之条款向其提供一笔或多笔汽车贷款的人（包括自然人和机构）。

"簿记管理人"指主承销商。

"工作日"指中国的商业银行对外营业的任何一日，不包括周六、周日和全国节假日。

"计算日"指每个公历月的最后一天；第一个计算日应为 2026 年 9 月 30 日，最后一个计算日应为最后的支付日前一公历月的最后一天。

"现金储备账户"指托管账户项下的一个子账户，用于贷记入现金储备金额。

"中央结算公司"指中央国债登记结算有限责任公司。

"银登中心"指银行业信贷资产登记流转中心。

"**Civil Code**" means the Civil Code of the PRC which was published by the National People's Congress on 28 May 2020 and came into effect on 1 January 2021.

“**民法典**”指全国人民代表大会于2020年5月28日颁布并于2021年1月1日生效的《中华人民共和国民法典》。

"**CBR**" means China Bond Rating Co., Ltd.

“**中债资信**”指中债资信评估有限责任公司。

"**Class**" means, as the context may require, Class A of the Notes or the subordination Class of the Notes.

“**级别**”指，据上下文要求，证券的A级或次级。

"**Class A Actual Overcollateralisation Percentage**" means with respect to any Payment Date, one minus the quotient of (a) the nominal amount of all outstanding Class A Notes divided by (b) the Aggregate Discounted Receivables Balance as of the end of the Monthly Period, in each case in respect of (b) as determined after the preceding Payment Date.

“**A级证券超额担保实际比例**”指就任何支付日而言，1减去(a)全部未偿还部分的**A级证券**票面总额除以(b)月度期间结束时的**折后本息余额总额**，(b)的具体金额在上一支付日后确定。

"**Class A Asset Backed Notes**" or "**Class A Notes**" means the Class A notes issued by the Issuer on the Issue Date with a total nominal amount of RMB 3,265,000,000.00, consisting 32,650,000 individual Class A Notes, each in the nominal amount of RMB 100 and ranking senior to the Subordinated Notes with respect to the payment of interest and principal.

“**A级资产支持证券**”或“**A级证券**”指发行人于发行日发行的票面总额为人民币3,265,000,000.00元的**A级证券**，包括32,650,000份单位**A级证券**，各票面面值为人民币100元，且其在利息和本金支付方面优先于次级证券。

"**Class A Expected Maturity Date**" means the Payment Date falling on 26 June 2030.

“**A级证券预期到期日**”指在2030年6月26日的支付日。

"**Class A Legal Maturity Date**" means the Payment Date falling on 26 July 2033.

“**A级证券法定到期日**”指在2033年7月26日的支付日。

"**Class A Noteholders**" means the holders of the Class A Notes.

“**A级证券持有人**”指**A级证券**的持有人。

"**Class A Notes Factor**" shall, as of each Payment Date, equal to NF, which is calculated as follows:

“**A级证券因子**”在各支付日，应等于下列公式中的NF:

$$NF = \frac{\text{Class A nominal amount} - KR}{\text{Class A nominal amount}}$$

$$NF = \frac{\text{A级证券票面总额} - KR}{\text{A级证券票面总额}}$$

where NF is calculated to six decimal places and KR is the aggregate of all repayments of the nominal principal amount of the Class A Notes up to such Payment Date (inclusive of the repayment on such Payment Date).

其中，NF应计算到小数点后六位，且KR为**A级证券**到该支付日为止所有票面本金还款的总额（包括该支付日的还款）。

"Class A Notes Interest Rate" means the interest rate per annum applicable to Class A Notes as determined by way of book building issuance through the book building issuance system, being [•] %.

"Class A Principal Payment Amount" means, in respect of a Payment Date, the amount necessary to reduce the outstanding principal amount of the Class A Notes to the Class A Targeted Note Balance.

"Class A Scheduled Repayment Date" means the Payment Date following the Monthly Period which includes the last day on which a loan payment on outstanding Purchased Receivables becomes due, falling in July 2031.

"Class A Targeted Note Balance" means (a) except in the case of (b) below, an amount equal to the excess of the Aggregate Discounted Receivables Balance as at the end of the Monthly Period over the Class A Targeted Overcollateralisation Amount, or (b) zero, if the Aggregate Discounted Receivables Balance as at the end of the Monthly Period is less than 10 per cent. of the Aggregate Cut-Off Date Discounted Receivables Balance or if a Servicer Replacement Event occurs.

"Class A Targeted Aggregate Discounted Receivables Balance" means: (a) the Note Principal Amount Outstanding of all Class A Notes divided by (b)(i) 100 per cent. minus (ii) the Class A Targeted Overcollateralisation Percentage.

"Class A Targeted Overcollateralisation Amount" means, on each Payment Date, the Class A Targeted Overcollateralisation Percentage multiplied by the Aggregate Discounted Receivables Balance.

"Class A Targeted Overcollateralisation Percentage" means:

- (a) 45 per cent. until a Credit Enhancement Increase Condition is in effect; and
- (a) 100 per cent. if a Credit Enhancement Increase Condition is in effect.

"Clean-Up Call" means the Originator's right at its option to exercise a clean-up call when the Clean-Up Call Conditions are satisfied.

"A 级证券利率"指通过簿记建档发行系统以簿记建档方式确定的、适用于 A 级证券的年利率，系 [•] %。

"A 级证券本金偿付金额"指，就某一支付日，为了将 A 级证券未偿本金总额摊还至 A 级证券目标余额所需要偿付的金额相等的数额。

"A 级证券末期贷款还款日"指未偿已转让贷款到期还款的最后一天所在的月度期间之后的支付日，该日在 2031 年 7 月内。

"A 级证券目标余额"指(a)除(b)段所述情况以外，月度期间截止时的折后本息余额总额超出 A 级证券超额担保目标金额的金额，或(b)如果月度期间截止时的折后本息余额总额少于初始起算日折后本息余额总额的 10%，或发生了贷款服务机构替换事件，则为零。

"A 级证券目标折后本息余额总额"指:(a)所有 A 级证券的证券未偿本金余额除以(b)(i)100%减去(ii) A 级证券超额担保目标比例。

"A 级证券超额担保目标金额"指，在各支付日，A 级证券超额担保目标比例乘以折后本息余额总额。

"A 级证券超额担保目标比例"指：

- (a) 信用增级条件未被触发前，为 45%；以及
- (a) 在信用增级条件被触发后，为 100%。

"清仓回购"指在清仓回购条件满足的情况下，发起机构自行决定是否进行清仓回购的一项权利。

"Clean-Up Call Conditions" means, under the Trust Agreement, the Originator will have the option to exercise a Clean-Up Call and to repurchase the Purchased Receivables from the Issuer on any Payment Date when the Aggregate Discounted Receivables Balance is less than 10 per cent. of the Aggregate Discounted Receivables Balance as of the Cut-Off Date provided that all payment obligations under the Class A Notes will be thereby fulfilled by the proceeds of such purchase.

"Clean-Up Call Settlement Amount" means provided the Originator choose to exercise a Clean-up Call, an amount equal to the outstanding Discounted Receivables Balance of all Purchased Receivables which would have become due if the Clean-Up Call had not occurred, calculated on the last calendar day of the preceding month to the month in which the repurchase is to become effective. For the purposes of calculating the Clean-Up Call Settlement Amount the risk of losses inherent to the relevant Purchased Receivables shall be taken into account on the basis of the risk status of such Purchased Receivables assessed by the Originator immediately prior to the buyback becoming effective.

"Closing Date" means the Issue Date.

"Collections" means (i) all collections of the Issuer under the Purchased Receivables in respect of Principal, Interest, Enforcement Proceeds, Insurance Proceeds and Obligor Fees; plus (ii) Settlement Amounts and Clean-Up Call Settlement Amount paid by the Originator to the Issuer.

"Collections Period" means the period from one Calculation Date (excluding that day) to the next Calculation Date (including that day), notwithstanding the first Collections Period shall be from the Cut-Off Date (excluding that day) to the next Calculation Date (including that day).

"Controlling Asset Backed Notes" or "Controlling Notes" means (a) in the case where the principal amount of the Class A Notes are not fully paid and discharged, the Class A Notes; (b) in the case where the principal amount of the Class A Notes are fully paid and discharged, the Subordinated Notes.

"Controlling Noteholders" means the holders of the Controlling Asset Backed Notes.

“清仓回购条件”指在信托合同项下，折后本息余额总额低于自初始起算日起折后本息余额总额 10%的情况下，发起机构有权在任何支付日进行清仓回购且自发行人处回购已转让贷款，条件是 A 级证券下的所有付款义务将可以因该等购买的价款而解除。

“清仓回购价格”系指在发起机构选择进行清仓回购的情况下，在回购生效的月度之前一个月度的最后一日确定的未进行清仓回购的情况下原本会到期的所有已转让贷款的未偿还折后本息余额的金额。为计算清仓回购价格之目的，基于发起机构在回购生效前评估该等已转让贷款的风险状况所得出的相关已转让贷款存在的损失风险应当被考虑。

“交割日”指发行日。

“回收款”指(i)发行人在已转让贷款项下的所有本金、利息、强制执行收入、保险赔款和债务人费用的回收款；加上(ii)发起机构向发行人支付的清算额以及清仓回购价格。

“收款期间”指从一个计算日（不含该日）到下一个计算日（包含该日）之间的期间，但第一个收款期间应从初始起算日（不含该日）到下一个计算日（包含该日）。

“有控制权的资产支持证券”或“有控制权的证券”(a)在 A 级证券的本金未被完全支付和清偿之前，指 A 级证券；(b)在 A 级证券的本金已被完全支付和清偿之后，指次级证券。

“有控制权的持有人”指有控制权的资产支持证券的持有人。

"Controlling Noteholders' Meeting" means the meeting of the Controlling Noteholders convened and held in accordance with Condition 15 of the Asset Backed Notes Terms & Conditions.

"Coupon Rate" means the Class A Notes Interest Rate and/or the Subordinated Notes Interest Rate.

"Credit Enhancement Increase Condition" shall be deemed to be in effect if the Cumulative Gross Loss Ratio exceeds

- (a) 1.5 per cent. for any Payment Date prior to or during July 2027; or
- (b) 2.0 per cent. for any Payment Date from August 2027 but prior to or during March 2028; or
- (a) 4.0 per cent. for any Payment Date.

"Cumulative Gross Loss Ratio" means, for any Payment Date, a fraction, expressed as a percentage, (i) the numerator of which is the sum of the Discounted Receivables Balances of all Defaulted Receivables from the Cut-Off Date through the end of such Monthly Period and (ii) the denominator of which is the Aggregate Cut-Off Date Discounted Receivables Balance.

"Custodian Fee" means the fee charged by the Account Bank for custodian service provided during the term of Trust.

"Cut-Off Date" means 30 April 2026.

"Defaulted Receivable" means any Receivable that was not received on time which resulted in the termination of such Loan Contract by the Servicer in accordance with its customary practice from time to time from, or any Receivable that is overdue more than 90 days.

"Deposit Date" means each such date on which the Servicer is required to make deposit pursuant to Clause 8.3 of the Trust Agreement or Clause 6 of the Servicing Agreement.

“有控制权的持有人大会”指根据资产支持证券发行条款第 15 条召集和举行的有控制权的持有人大会。

“发行利率”指 A 级证券利率和/或次级证券利率。

“信用增级条件”如果发生以下情况，信用增级条件应当被视为发生：

- (a) 在 2027 年 7 月之前或在此期间的任一支付日，累计损失率超过 1.5%；或者
- (b) 自 2027 年 8 月开始，但在 2028 年 3 月之前或在此期间的任一支付日，累计损失率超过 2.0%；或者
- (a) 在任一支付日，累计损失率超过 4.0%。

“累计损失率”指，就任何支付日而言，用百分比表示的比率，其(i)分子为自初始起算日至该月度期间结束时所有违约贷款的折后本息余额且(ii)分母为初始起算日折后本息余额总额的比率。

“保管费”指信托存续期间资金保管机构提供资金保管服务所收取的费用。

“初始起算日”指 2026 年 4 月 30 日。

“违约贷款”指未能按时收到且因此导致贷款服务机构按其不时的惯常做法终止该等贷款合同的任何汽车贷款，或者逾期超过 90 天的任何汽车贷款。

“资金划转日”指贷款服务机构根据信托合同第 8.3 条或服务合同第 6 条应进行划款的每一日。

"Discount Rate" means 3.3999% percent. per annum.

"Discounted Receivables Balance" means in respect of each Receivable, the cash flow of its scheduled periodic payments of principal and interest (if any) payable by the relevant Borrower in accordance with the terms of the relevant Loan Contract, as may be modified from time to time to account e.g. for unscheduled prepayments by the Borrower, discounted as of the relevant date at the Discount Rate on the basis of a 360-day year with 30 days per month.

"Distribution Account" means a sub-account under the Accounts, with which the Collections were credited.

"Early Settlement" means the retransfer of the Receivables under a loan contract in certain circumstances against payment of the Settlement Amount.

"Eligible Account Bank" means a bank with the Account Bank Required Rating.

"Enforcement Proceeds" means the proceeds from the realisation of the Financed Objects in respect of the Purchased Receivables and/or the enforcement of any Loan Collateral.

"Enforcement Notice" means a notice delivered as soon as reasonably practicable by the Noteholders to the Trust Company upon the occurrence of a Foreclosure Event in accordance with Clause 12.1 of the Conditions.

"Event Of Legitimate Repudiation Of Loan Contract" means the event that a Borrower legitimately terminates or invalidates a related Loan Contract or refuses to pay a Purchased Receivable or uses a right of set-off.

"Expected Maturity Date" means the Class A Expected Maturity Date and the Subordinated Notes Expected Maturity Date, collectively.

"Expenses" means, in respect of any Person, the out-of-pocket expenses and charges reasonably incurred by such Person for the purpose of providing the services in relation to the Notes or the Trust in accordance with the terms of the Transaction Documents to which it is a party.

“折现率”指每年百分之 3.3999。

“折后本息余额”指就每笔汽车贷款而言，下列现金流按折现率（按一年 360 天、一个月 30 天计算）和相关日期进行折现后的金额：即根据相关贷款合同的条款，相关借款人按计划定期应付的本金和利息（如有），可不时调整以包括例如计划外的借款人提前付款。

“分配账户”指托管账户项下的一个子账户，用于贷记入回收款。

“提前清算”指某一贷款合同下的汽车贷款在特定情形下根据清算额付款的回转。

“合格资金保管机构”指具有资金保管机构必备评级的银行。

“强制执行收入”指从已转让贷款中的融资标的的变现和/或任何贷款担保的执行中所得的收入。

“止赎通知”指持有人在止赎事件发生后根据发行条款第 12.1 条尽合理可能及时地向受托机构发出的通知。

“合法解除贷款合同事件”指借款人合法地解除与之相关的贷款合同或使之无效，或拒绝支付已转让贷款，或行使抵销权的事件。

“预期到期日”统指 A 级证券预期到期日和次级证券预期到期日。

“信托费用”指，就任何人而言，该人为根据其为一方的交易文件条款提供与证券或信托相关服务而合理承担的垫付的支出和费用。

"Fee Letters" means the Trust Company Fee Letter, the Paying Agent Fee Letter, the Rating Agencies Fee Letters and the Auditor Fee Letter.

“费用函”指受托机构费用函、付款代理机构费用函、评级机构费用函和审计师费用函。

"Financed Objects" means the objects financed under the Loan Contracts.

“融资标的”指贷款合同下融资所针对的标的。

"Foreclosure Event" means any of the following events:

“止赎事件”指任何下列事件：

- (a) with respect to the Issuer an Insolvency Event occurs; or
- (b) the Issuer defaults in the payment of any interest on the Controlling Notes then outstanding when the same becomes due and payable, and such default continues for a period of ten (10) Business Days (or such longer period as approved at a Controlling Noteholders' Meeting); or
- (c) the Issuer defaults in the payment of principal of any Note on the Legal Maturity Date,

- (a) 发行人发生丧失清偿能力事件；或
- (b) 发行人在届时未偿的有控制权的证券之利息到期且应支付时，未能支付该等利息，且该等违约持续了十(10)个工作日（或有控制权的持有人大会批准的更长期限）；或
- (c) 发行人未能在法定到期日支付任何证券的本金，

provided that it shall not be a Foreclosure Event until after a decision has been made by unanimous consent at the relevant Controlling Noteholders' Meeting that the replacement of the Issuer with another Trust Company which meets the Trust Company Qualified Standard is not viable.

前提是在相关有控制权的持有人大会全体同意认定用另一家符合受托机构资格标准的受托机构替换发行人不可行之前，该等事件不应作为止赎事件。

"General Accounting Principles" means, the currently effective general accepted account principles in the PRC.

“一般公认会计准则”指目前在中国有效的一般公认会计准则。

"General Cash Collateral Amount" means all funds in the Cash Collateral Account from time to time.

“现金储备金额”指现金储备账户中的全部资金。

"Government Authority" means any nation or government, any state or other political subdivision thereof, any central bank (or similar monetary or regulatory authority) thereof, anybody or entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to a government, including without limitation any court, and any Person owned or controlled by any of the foregoing.

“政府机构”指任何国家或政府，及其任何州或其他行政分支，任何中央银行（或类似财政或监管机关），任何行使政府的或与政府相关的行政、立法、司法、监管或管理职能的个人或实体，包括但不限于任何法院，以及任何前述实体拥有或控制的人。

"Insolvency Event" means, with respect to the Originator, the Servicer, the Trust Company or the

“丧失清偿能力事件”针对发起机构、贷款服务机构、受托机构或发

Issuer, as the case may be, each of the following events: (i) the making of an assignment, conveyance, composition or marshalling of assets for the benefit of its creditors generally or any substantial portion of its creditors; (ii) the application for, seeking of, consents to, or acquiescence in, the appointment of a receiver, custodian, trust, liquidator or similar official for it or a substantial portion of its property; (iii) the initiation of or consent to any case, action or proceedings before any court or Governmental Authority against it under any applicable liquidation, insolvency, composition, bankruptcy, receivership, dissolution, reorganisation, winding-up, relief of debtors or other similar laws and such proceedings are not being disputed in good faith with a reasonable prospect of discontinuing or discharging the same; (iv) the levy or enforcement of a distress or execution or other process upon or sued out against the whole or any substantial portion of its undertaking or assets and such possession or process (as the case may be) shall not be discharged or otherwise shall not cease to apply within sixty (60) days; (v) an order is made against it or an effective resolution is passed for its winding-up; and (vi) it is deemed unable to pay its debts within the meaning of any liquidation, insolvency, composition, reorganisation or other similar laws in the jurisdiction of its incorporation or establishment (provided that, for the avoidance of doubt, any assignment, charge, pledge or lien made by the Trust Company for the benefit of the Noteholders under the Trust Agreement shall not constitute an Insolvency Event in respect of the Trust Company).

"Insurance Claims" means any claims against any car insurer in relation to any damaged Financed Object to which the Originator is entitled.

"Insurance Proceeds" means any proceeds or monetary benefit in respect of any Insurance Claims.

"Interbank Bond Market" means the interbank bond market of China.

"Interbank Lending Centre" means the National Interbank Funding Centre.

"Interest" means, in respect of a Receivable, each of the scheduled periodic payments of interest (if any) payable by the relevant Borrower in accordance with the terms of the relevant Loan Contract.

行人而言, 根据具体情况, 指任意下列事件: (i) 普遍地为其债权人或为其任何主要部分债权人利益进行资产的让与、转让、和解和分配; (ii) 申请、寻求、同意或默许为其或其主要部分财产而指定资产接管人、托管人、信托人、清算人或其他类似高级职员; (iii) 依据任何可适用的清算、丧失清偿能力、和解、破产、接管、解散、重组、清盘、债务人救助或其他类似法律, 在任何法院或政府机构中启动或同意任何案件、行动或程序, 且该等程序并未受到可能结束或免除该等程序的善意抗辩; (iv) 由于对其不利之诉讼而针对其所有或主要部分承诺或资产实施或执行的扣押、执行或其他程序 (视具体情况而定) 在六十(60)天内未被解除或以其他方式停止适用; (v) 有关清盘的指令已经颁布, 或其有效决议已经通过; (vi) 其在其成立或设立地之有关清算、丧失清偿能力、和解、重组或其他类似法律下被视为丧失清偿能力(前提是, 为免疑义, 受托机构为持有人在信托合同下的利益而进行的让与、收费、质押或留置不应构成受托机构的丧失清偿能力事件)。

"保险索赔"指发起机构有权就任何被损坏的融资标的而对任何汽车保险人提起的任何索赔。

"保险赔款"指任何保险索赔的任何收益或财产性利益。

"银行间债券市场"指中国银行间债券市场。

"同业拆借中心"指全国银行间同业拆借中心。

"贷款利息"指, 就一笔汽车贷款而言, 借款人根据相关贷款合同的条款而按计划定期支付的利息 (如有)。

"Interest Calculation Date" means the 26th day of each month.

“计息日”指每个公历月的第 26 天。

"Interest Period" means the period from (and including) an Interest Calculation Date to (but excluding) the next succeeding Interest Calculation Date, provided that the initial Interest Period shall be the period from (and including) the Issue Date to (but excluding) first Interest Calculation Date.

“计息期间”指从（且包括）一个计息日到（但不包括）后一个计息日之间的期间，前提是初始的计息期间应是从（且包括）发行日到（但不包括）第一个计息日之间的期间。

"Interest Shortfall" means the Accrued Interest which is not paid on a Note on the Payment Date related to the Interest Period in which it accrued.

“利息缺额”指在证券利息发生之计息期间所对应的支付日未支付的证券的证券利息。

"Issue" means the issue of the Class A Notes and/or the Subordinated Notes by the Issuer.

“发行”指发行人发行 A 级证券和/或次级证券。

"Issue Date" means 17 September 2026.

“发行日”指 2026 年 9 月 17 日。

"Joint Lead Underwriters" means MUFG Bank (China), Ltd., Fubon Bank (China) Co., Ltd and Standard Chartered Bank (China) Limited.

“联席主承销商”指三菱日联银行（中国）有限公司、富邦华一银行有限公司和渣打银行（中国）有限公司。

"Lead Underwriter" means China Merchants Securities Co., Ltd.

“主承销商”指招商证券股份有限公司。

"Legal Maturity Date" means in respect of the Class A Notes, the Class A Legal Maturity Date; and in respect of the Subordinated Notes, the Subordinated Notes Legal Maturity Date.

“法定到期日”指就 A 级证券而言，A 级证券法定到期日；就次级证券而言，次级证券法定到期日。

"Loan Collateral" means (a) security interest in respect of Financed Objects (including the existing, unreleased and non-discharged security created (including mortgages over the Financed Objects and (if any) guarantees or other security from the Security Provider) for the purpose of financing the acquisition of Financed Objects), (b) Insurance Claims, and (c) any other collateral provided by the Borrower to the Originator under or in connection with the relevant Loan Contract, in each case to the extent and subject as acquired by the Originator.

“贷款担保”指(a)融资标的的担保权益（包括为购买融资标的而融资之目的设立的现有的、未解除且未行使的担保（包括在融资标的上设立的抵押和（如有）担保人提供的保证或其他担保）），(b)保险索赔，以及(c)任何其他由借款人向发起机构提供的贷款合同项下或与之相关的担保，在上述各情形下该等担保应以发起机构已经取得为限。

"Loan Contract" means each contractual framework, as applicable in the form of standard business terms or otherwise, governing (immediately prior to any transactions under the Trust Agreement) the Originator's relationship with the respective Borrower(s) with regard to the Receivables.

"Majority" means, as the context may require, seventy five (75) per cent.

"Measures on Trust Companies" means the Measures for Administration of Trust Companies which was published by NFRA on 11 September 2025 and came into effect on 1 January 2026.

"Monthly Collateral" means an amount in cash equal to the sum of:

- (a) the Purchased Receivables becoming due in the then ongoing month;
- (a) the expected monthly prepayments of the Purchased Receivables, calculated on the basis of a constant prepayment rate of 8.5%.

"Monthly Collateral Start Date" means the date which falls thirty (30) calendar days from the date (excluding) on which the Monthly Remittance Condition was not satisfied.

"Monthly Collections" means the Collections for a Monthly Period.

"Monthly Payments" means the monthly distribution of the Available Distribution Amount on each Payment Date in accordance with the Order of Priority.

"Monthly Period" means the calendar month immediately prior to each Payment Date.

"Monthly Remittance Condition" means the satisfaction of the Servicer Required Rating by the Servicer.

"Monthly Servicing Report" means the monthly report prepared by the Servicer pursuant to the Servicing Agreement.

"贷款合同"指各个以标准商业条款或其他形式书就,约定(紧接信托合同下的任何交易之前)发起机构与各借款人之间有关汽车贷款之关系的合同框架。

"多数"指,根据上下文要求,百分之七十五 (75%)。

"信托公司管理办法"指国家金融监管总局于 2025 年 9 月 11 日颁布并于 2026 年 1 月 1 日生效的《信托公司管理办法》。

"月度储备"指一笔现金金额,其数额相当于以下各项之和:

- (a) 当月到期的已转让贷款;
- (a) 按 8.5%的固定提前还款率计算得出的已转让贷款预计月度提前还款额。

"月度储备起算日"指的是从未满足月度付款条件之日(不含该日)起三十(30)个日历日后的对应日。

"月度回收款"指在一个月度期间的回收款。

"月度付款"指在各支付日根据分配顺序就可分配款项额进行的按月分配。

"月度期间"指各支付日之前一个公历月。

"月度付款条件"指的是贷款服务机构的信用评级达到贷款服务机构必备评级。

"月度服务机构报告"指贷款服务机构根据服务合同准备的月度报告。

"**NFRA**" means National Financial Regulatory Administration (formerly known as "China Banking and Insurance Regulatory Commission").

“**国家金融监管总局**”指国家金融监督管理总局（原名“中国银行保险监督管理委员会”）。

"**Note Principal Amount Outstanding**" means, in relation to any Class of Notes on any day, the principal amount of such Notes upon issue as reduced by all amounts paid prior to such date on such Notes in respect of principal.

“**证券未偿本金余额**”指，就任何一日的任何**级别的证券**而言，该等**证券**已发行的本金金额减去在该等日期前就本金而言该等**证券**上已支付的所有金额。

"**Noteholders**" means the Class A Noteholders and the Subordinated Noteholders.

“**持有人**”指 **A 级证券持有人**和**次级持有人**。

"**Notes**" means the Class A Notes and the Subordinated Notes.

“**证券**”指 **A 级证券**和**次级证券**。

"**Notes Factors**" means any or all of the Class A Notes Factor.

“**证券因子**”指任何或所有的 **A 级证券因子**。

"**Obligor**" means the Borrower and/or the Security Provider.

“**债务人**”指**借款人**和/或**担保人**。

"**Obligor Fees**" means all fees and charges (including, without limitation, any prepayment fees and charges on the early repayment of a Receivable and any fees and charges due to any non-payment or a Receivable being in arrears) payable by an Obligor to the Originator in respect of a Loan Contract (which, for the avoidance of doubt, are not rent payments, loan instalments or interest payments).

“**债务人费用**”指债务人就贷款合同应向**发起机构**支付的全部费用和收费（包括但不限于对一笔**汽车贷款**提前还款所支付的任何提前还款费和收费和就未付或欠付一笔**汽车贷款**所支付的费用和收费）（为避免异议，非指租金款、贷款分期款或利息款）。

"**Order of Priority**" means the order of priority according to which the payments of interest and principal to the Noteholders are distributed and other payments due and payable by the Issuer are made as more specifically described in Clause 10.1 of the Trust Agreement.

“**分配顺序**”指向**持有人**分配利息和本金款项以及**发行人**应当向**持有人**到期支付的其他款项（详见**信托合同**第 10.1 条）的分配顺序。

"**Paying Agent**" means CCDC.

“**付款代理机构**”指**中央结算公司**。

"**Paying Agent Fee**" means the fee payable to the Paying Agent under the Paying Agent Fee Letter.

“**付款代理机构报酬**”指根据**付款代理机构费用函**应向**付款代理机构**支付的费用。

"**Paying Agent Fee Letter**" means the fee letter in relation to the fees payable to the Paying Agent for the services which it provides under the relevant Transaction Documents.

“**付款代理机构费用函**”指就**付款代理机构**根据相关**交易文件**提供服务而向其支付费用的**费用函**。

"Payment Date" means the 26th day of each month or, in the event such day is not a Business Day, on the next following Business Day unless that day falls in the next calendar month, in which case the date will be the first preceding day that is a Business Day. The Business Day mentioned above includes the statutory non-Business Day due to public holiday arrangement, which shall be subject to the requirements of the Registry.

"PBOC" means the People's Bank of China.

"Person" means an individual, partnership, joint stock company, limited liability company, trust, joint venture or other entity, or a government or political subdivision, agency or instrumentality thereof.

"Pilot Measures" means the Measures for Administration of Credit Assets Securitization which was published by NFRA and PBOC on 20 April 2005 and came into effect on the same date.

"Pilot Supervision Measures" means the Pilot Measures for Supervision and Administration of Credit Assets Securitization by Financial Institutions which was published by NFRA on 7 November 2005 and came into effect on 1 December 2005.

"PRC" or "China" means the People's Republic of China (for the purpose of the Transaction Documents, excluding Taiwan and the Special Administrative Regions of Hong Kong and Macau).

"Principal" means with respect to a Receivable each of the scheduled periodic payments of principal payable by the respective Borrower as provided for in accordance with the terms of the relevant Loan Contract, as may be modified from time to time to account e.g. for unscheduled prepayments by the Borrower.

"Prospectus" means the prospectus dated on or about the Signing Date prepared in connection with the Issue of the Notes.

"Purchase Price" shall be RMB 3,752,000,000.00 (equal to the Aggregate Discounted Receivables Balance of the Purchased Receivables as of the Cut-Off Date less (i) an amount of RMB 200,002,754.79 for overcollateralisation purposes and less (ii) the General Cash Collateral Amount).

"支付日"指每个月第 26 日, 或当该日不是工作日时, 该日之后的下一个工作日, 除非该日属于下一个公历月, 此种情况下应为该日的前一个工作日。前述工作日包含因法定节假日而进行调休安排的日期, 具体应以**登记机构**的实际要求为准。

"人民银行"指中国人民银行。

"人"指任何个人、合伙、股份有限公司、有限责任公司、信托、合营企业或其他实体, 或政府或其分支、机构或机关。

"试点办法"指国家金融监管总局和人民银行于 2005 年 4 月 20 日颁布并于同日生效的《信贷资产证券化试点管理办法》。

"试点监督办法"指国家金融监管总局于 2005 年 11 月 7 日颁布并于 2005 年 12 月 1 日生效的《金融机构信贷资产证券化试点监督管理办法》。

"中国"指中华人民共和国(为交易文件之目的, 不包括台湾和香港、澳门特别行政区)。

"贷款本金"指, 就一笔汽车贷款而言, **借款人**根据相关**贷款合同**的条款而按计划定期支付的本金金额, 该等金额可能因**借款人**计划外提前还款等原因而修改。

"发行说明书"指日期为**签约日**当日或前后的为**证券**之发行而准备的发行说明书。

"转让对价"应为人民币 3,752,000,000.00 元(等于**初始起算日**当天的已转让贷款的折后本息余额总额减去(i)为超额担保之目的

金额人民币 200,002,754.79 元，再减去(ii) 现金储备金额)。

"Purchased Receivables" means the Receivables entrusted and assigned by the Originator to the Issuer in accordance with the Trust Agreement and as more specifically described in Clause 2 of the Trust Agreement.

“已转让贷款”指发起机构根据信托合同信托并转让予发行人的汽车贷款（详见信托合同第 2 条）。

"Rating Agencies" means Fitch Bohua and CBR.

“评级机构”指惠誉博华和中债资信。

"Rating Agencies Fee" means the fee payable to the Rating Agencies under the Rating Agencies Fee Letters.

“评级机构报酬”指根据评级机构费用函应向评级机构支付的费用。

"Rating Agencies Fee Letters" means the fee letters in relation to fees and relevant expenses payable to the Rating Agencies for the services they provide under or in relation to the Transaction Documents, signed by and between, *inter alia*, the Originator and/or Trust Company and the Rating Agencies respectively.

“评级机构费用函”指就评级机构根据交易文件提供服务以及与交易文件相关服务而向其支付费用和相关支出的费用函，该等费用函由发起机构和/或受托机构与评级机构及其他相关方分别签署。

"Receivables" means the receivables (including principal, interest and other amounts payable, but excluding interest subsidy from dealers) under certain Loan Contracts entered into by the Originator with certain retail customers, together with the existing, unreleased and non-discharged security created over the vehicles (including mortgages over the vehicles and (where applicable) guarantees from third parties) for the purpose of financing the acquisition of the vehicles as well as any additional products (if applicable).

“汽车贷款”指发起机构与特定零售客户之间签订的特定贷款合同项下的汽车贷款（包括本金、利息和其他应付款项，但不包括经销商的贴息），连同为购买汽车和任何附加产品（如适用）而融资之目的在汽车上设立的现有的、未解除且未清偿的担保（包括在汽车上设立的抵押和（如有）第三方保证）。

"Registry" means CCDC.

“登记机构”指中央结算公司。

"Renminbi" or **"RMB"** means the lawful currency of China for the time being.

“人民币”指目前中国的合法货币。

"Right Perfection Notice" means any notice delivered in accordance with Clause 6.4 of the Trust Agreement in substantially the relevant form as set out in Schedule 2 to the Trust Agreement.

“权利完善通知”指根据信托合同第 6.4 条、实质上按信托合同附件二所列相关格式发出的任何通知。

"Rules for Information Disclosure of Asset Backed Notes" means the Rules on the Information Disclosure of Asset Backed Securities which was published by PBOC on 13 June 2005 and came into effect on the same date.

“资产支持证券信息披露规则”指由人民银行于 2005 年 6 月 13 日颁布并于同日生效的《资产支持证券信息披露规则》。

"Scheduled Repayment Date" means the Class A Scheduled Repayment Date and the Subordinated Notes Scheduled Repayment Date, collectively.

“末期贷款还款日”统指A级证券末期贷款还款日和次级证券末期贷款还款日。

"Security Provider" means a Person that provides guarantees or other security to secure the performance of the Borrowers' obligations under the Purchased Receivables and the Loan Collateral.

“担保人”指为借款人在已转让贷款和贷款担保下的义务提供保证或其他担保的人。

"Senior Asset Backed Notes" or "Senior Notes" means the Class A Asset Backed Notes, representing the Senior Interests.

“优先级资产支持证券”或“优先级证券”指代表优先级权益的A级资产支持证券。

"Senior Interests" means the interests ranking prior to Subordinated Interests and distributed from the Trust, represented by the Senior Notes.

“优先级权益”指优先级证券代表的、信托中优先于次级权益进行分配的权益。

"Senior Noteholders" means the Class A Noteholders.

“优先级持有人”指A级证券持有人。

"Servicer Fee" means, for any Monthly Period, one-twelfth of the Servicer Fee Rate multiplied by the Aggregate Discounted Receivables Balance as of the beginning of the Monthly Period.

“贷款服务机构报酬”指就某个月度期间而言，贷款服务机构报酬费率乘以十二分之一再乘以该月度期间起始时的折后本息余额总额。

"Servicer Fee Rate" means 1 percent. per annum.

“贷款服务机构报酬费率”指1%/年。

"Servicer Insolvency Event" means that the Servicer declares that it is insolvent or that bankruptcy proceedings under the Bankruptcy Law are initiated against the Servicer (whether voluntarily by the Servicer itself or by any creditor of the Servicer).

“贷款服务机构丧失清偿能力事件”指贷款服务机构宣告丧失清偿能力，或对贷款服务机构启动破产法下的破产程序（不论贷款服务机构自行提起或贷款服务机构的任何债权人提起）。

"Servicer Replacement Event" means the occurrence of any event described in paragraphs (a) to (d) below:

“贷款服务机构替换事件”指发生下列(a)至(d)项所描述任一事件：

- (a) any unremedied failure (and such failure is not remedied within five (5) Business Days of notice of such failure being given) by the Servicer to duly observe or perform in any material respect of any other of its covenants or agreements which failure materially and adversely affects the rights of the Issuer or the Noteholders;
- (b) the Servicer suffers a Servicer Insolvency Event;

- (a) 贷款服务机构在遵守或履行任何契约或协议的任何重大方面发生未补救的违约（且该等违约在违约通知做出后五(5)个工作日内仍未被补救），其对发行人或持有人的权利造成了重大不利影响；
- (b) 贷款服务机构发生贷款服务机构丧失清偿能力事件；

- | | |
|--|--|
| (c) NFRA imposes sanctions against the Servicer pursuant to Article 61 of the Measures for Administration of Auto-Finance Companies; | (c) 国家金融监管总局根据《汽车金融公司管理办法》第 61 条对贷款服务机构进行处罚; |
| (d) the Servicer is dissolved by NFRA pursuant to Article 62 of the Measures for Administration of Auto-Finance Companies; | (d) 贷款服务机构被国家金融监管总局根据《汽车金融公司管理办法》第 62 条撤销; |

provided, however, that a delay or failure of performance referred to under paragraph (a) above for a period of 150 days will not constitute a Servicer Replacement Event if such delay or failure was caused by an event beyond the reasonable control of the Servicer, an act of god or other similar occurrences.

但, 前提是如果上述(a)项所述之履行迟延或违约系由于超出贷款服务机构合理控制的事件所导致, 如天灾或其他类似事件, 该等迟延或违约在 150 天内不构成贷款服务机构替换事件。

"Servicer Report Performance Date" means the seventh (7th) Business Day after each Calculation Date.

“贷款服务机构报告日”指每个计算日后的第七(7)个工作日。

"Servicer Required Rating" means, (a) in relation to the Fitch Bohua rating system, BBB and higher long-term issuer credit rating or equivalent credit quality; (b) in relation to the CBR rating system, A-_{ori} and higher credit rating.

“贷款服务机构必备评级”指, (a) 就惠誉博华的评级系统而言, BBB 以及更高的主体长期信用等级或对应信用质量评估结果; (b) 就中债资信的评级系统而言, A-_{on}⁹以及更高信用评级。

"Servicing Agreement" means the servicing agreement between the Servicer and the Trust Company dated on or about the Signing Date.

“服务合同”指贷款服务机构和受托机构于签约日当日或前后签订的服务合同。

"Servicing Report" shall have the meaning ascribe to such term in the Servicing Agreement.

“贷款服务机构报告”应当与服务合同中的该词语的定义相同。

"Settlement" means the payment of a Settlement Amount by the Originator to the Trust Company.

“清算”指发起机构向受托机构进行的清算额支付。

"Settlement Amount" means the amount payable by the Originator to the Issuer on the Early Settlement upon the occurrence of an Event Of Legitimate Repudiation Of Loan Contract, which amount shall be the Discounted Receivables Balance of the relevant Receivables at Early Settlement.

“清算额”指发起机构因发生合法解除贷款合同事件而提前清算时, 应向发行人支付的金额, 该等金额应为提前清算时相关汽车贷款的折后本息余额。

"Signing Date" means [•], and in relation to the Underwriting Agreement, Servicing Agreement and Account Agreement, the Signing Date shall be the

“签约日”指 2026 年[•]月[•]日, 但就主承销协议、服务合同及资金保

⁹ This rating symbol is different from the rating symbols required by regulatory authorities and is only applicable to the mandatory rating level that needs to be provided in the transaction document of a structured project.
该级别符号不同于监管要求的评级符号, 仅适用于结构化项目交易文件中需规定的必备评级等级。

actual execution date of the Underwriting Agreement, Servicing Agreement and Account Agreement by and between the relevant contracting parties, i.e [•].

"Specified Cash Collateral Account Balance" means, initially RMB 48,000,000.00 and, on each Payment Date the greater of (a) 1.2 per cent. of the Aggregate Discounted Receivables Balance as of the end of the Monthly Period, and (b) the lesser of (i) RMB 40,000,000.00 and (ii) the aggregate outstanding principal amount of the Class A Notes as of the end of the Monthly Period.

"Subordinated Interests" means the interests which rank secondary to the Senior Interests that are distributed from the Trust, represented by the Subordinated Notes.

"Subordinated Notes Interest Rate" means the interest rate of the Subordinated Notes as determined by the Originator prior to the Issue Date.

"Subordinated Noteholders" means the holders of the Subordinated Notes.

"Subordinated Notes" means the subordinated notes issued by the Issuer on the Issue Date with a total nominal amount of RMB 535,000,000.00, and ranking junior to the Class A Notes with respect to the payment of interest and principal.

"Subordinated Notes Expected Maturity Date" means the Payment Date falling on 26 June 2030.

"Subordinated Notes Legal Maturity Date" means the Payment Date falling on 26 July 2033.

"Subordinated Notes Scheduled Repayment Date" means the Payment Date following the Monthly Period which includes the last day on which a loan payment on outstanding Purchased Receivables becomes due, falling in July 2031.

"Subordinated Notes Subscription Consideration" means the consideration payable by the Originator to the Issuer for subscribing the Subordinated Notes, being RMB 535,000,000.00.

管合同而言，系指该等文件的各签约方实际签署主承销协议、服务合同及资金保管合同的日期，即 2026 年[•]月[•]日。

“特定现金储备账户余额”指初始金额人民币 48,000,000.00 元以及，在每个支付日，以下二者中较高者：(a)月度期间结束时的折后本息余额总额的 1.2%，和(b)以下两项中的较低者，(i)人民币 40,000,000.00 元，及(ii)A 级证券的在月度期间结束时的累计未偿本金金额。

“次级权益”指在信托中仅次于优先级权益进行分配的权益，由次级证券所代表。

“次级证券利率”指由发起机构于发行日前确定的次级证券利率。

“次级持有人”指次级证券的持有人。

“次级证券”指发行人于发行日发行的票面总额为人民币 535,000,000.00 元的次级证券，且其在利息和本金支付方面的优先级低于 A 级证券。

“次级证券预期到期日”指在 2030 年 6 月 26 日的支付日。

“次级证券法定到期日”指在 2033 年 7 月 26 日的支付日。

“次级证券末期贷款还款日”指未偿还已转让贷款还款到期的最后一天所在月度期间之后的一个支付日，该日在 2031 年 7 月内。

“次级证券认购对价”指发起机构向发行人支付的用于购买次级证券的对价金额，为人民币 535,000,000.00 元。

"Syndication" means all companies responsible for underwriting the Senior Asset Backed Notes in accordance with the Syndication Agreement.

“承销团”指根据承销团协议负责承销优先级资产支持证券的所有公司。

"Syndication Agreement" means the syndication agreement between, *inter alia*, the Lead Underwriter, the Joint Lead Underwriters and the other Underwriters in relation to the underwriting of the Senior Class Notes.

“承销团协议”指由包括主承销商，联席主承销商和其他承销商在内的各方签订的有关承销优先级证券的承销团协议。

"Syndication Member" or **"Underwriter"** means one or more or all companies responsible for underwriting the Senior Asset Backed Notes in accordance with the Syndication Agreement.

“承销团成员”或“承销商”指根据承销团协议负责承销优先级资产支持证券的一家或多家或所有公司。

"Fitch Bohua" means Fitch (China) Bohua Credit Ratings Ltd.

“惠誉博华”指惠誉博华信用评级有限公司。

"Transaction" means the Transaction Documents, together with all agreements and documents executed in connection with the issuance of the Class A Notes and the Subordinated Notes, the performance thereof and all other acts, undertakings and activities connected therewith.

“交易”指交易文件，和所有与A级证券和次级证券的发行相关的协议和文件，其履行与其他行为，以及与之相关的承诺与活动。

"Transaction Creditors" means Noteholders, the Originator (in its capacity as Grantor), the Servicer (if different from the Originator), the Paying Agent, and the Account Bank.

“交易债权人”指持有人、发起机构（作为委托人）、贷款服务机构（若与发起机构不同）、付款代理机构和资金保管机构。

"Transaction Documents" means the Conditions, the Trust Agreement, the Account Agreement, the Servicing Agreement, the Prospectus, the Fee Letters and the Underwriting Agreement.

“交易文件”指发行条款、信托合同、资金保管合同、服务合同、发行说明书、费用函和主承销协议。

"Trust" means the special purpose trust known as "DRIVER CHINA EIGHTEEN AUTO LOAN SECURITIZATION TRUST" set up under the Trust Agreement.

“信托”指根据信托合同设立的名 为“华驭第十八期汽车抵押贷款证 券化信托”的特殊目的信托。

"Trust Agreement" means the trust agreement dated on or about the Signing Date and entered into by and between the Originator and the Trust Company.

“信托合同”指由发起机构和受托 机构于签约日当日或前后签订的信 托合同。

"Trust Assets" means all assets entrusted and assigned by the Originator to the Trust Company under the Trust Agreement, and as more specifically described and referred to in Clauses 2.3 and 2.4 of the Trust Agreement (save for those assets which have been expressed reserved to the Originator).

“信托财产”指发起机构根据信托 协议信托并转让予受托机构的所有 资产，详见信托合同第 2.3 条和第 2.4 条（除发起机构明示保留的资产 以外）。

"Trust Beneficiary Interest Registration Date" means the Business Day before each Payment Date and the Noteholders documented on the Registry at the end of that day shall be deemed as the Trust beneficiary, who shall be entitled to obtain current principal and interest of the Notes on that Payment Date. The Business Day mentioned above includes the statutory non-Business Day due to public holiday arrangement, which shall be subject to the requirements of the Registry.

"Trust Company Fee" means the fee payable to the Trust Company under the Trust Company Fee Letter.

"Trust Company Fee Letter" means the fee letter of the Trust Company for the Trust Company Compensation and other relevant expenses for the entrusted services under the Transaction Documents.

"Trust Company Qualified Standard" means, with respect to a trust investment company:

- (a) it has the Financial License issued by NFRA;
- (b) it has obtained the qualification for Special Purpose Trust from NFRA;
- (c) it satisfies such other conditions stipulated by the NFRA and PBOC; and
- (a) it has been approved by the Controlling Noteholders' Meeting to act as Trust Company and Issuer of the Trust and the Notes (except for the original Trust Company).

"Trust Company Replacement Event" means any of the following events:

- (a) the Trust Company fails to make a payment, transfer or deposit according to the Trust Agreement or other Transaction Documents, unless such action is due to the fraud, breach of contract, wilful misconduct or negligence of the other Party or Parties to the Transaction Documents or any third party unrelated to the Trust Company;
- (b) the Trust Company materially fails to comply with or perform the covenants or obligations set forth in the Trust

"信托受益权登记日"指各支付日之前的一个工作日,在该日结束前在**登记机构**登记的**持有人**应视为**信托**的受益人,有权获得**证券**在该支付日当时的本金和利息。前述工作日包含因法定节假日而进行调休安排的日期,具体应以**登记机构**的实际要求为准。

"受托机构报酬"指根据**受托机构费用函**应向**受托机构**支付的费用。

"受托机构费用函"指**受托机构**关于**受托机构报酬**以及**交易文件**项下其他委托服务相关支出的费用函。

"受托机构资格标准"指,针对一家信托投资公司而言:

- (a) 具有**国家金融监管总局**颁发的《金融许可证》;
- (b) 已从**国家金融监管总局**取得特定目的信托受托人资格;
- (c) 满足其他**国家金融监管总局**和**人民银行**规定的要求;且
- (a) 已被有控制权的**持有人大会**批准作为**信托**和**证券**的**受托机构**和**发行人**(除最初的**受托机构**以外)。

"受托机构替换事件"指任何下列事件:

- (a) **受托机构**未能按照**信托合同**或其他**交易文件**付款、划转或存款,除非该等行为是由于**交易文件**其他一方或多方或任何与**受托机构**无关联的第三方之**欺诈**、**违约**、**故意不当行为**或**过失**所造成;

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| <p>Agreement or other Transaction Documents;</p> <p>(c) the Trust Company materially violates any representations or warranties it has made in or pursuant to the Trust Agreement or Transaction Documents;</p> <p>(d) the Trust Company no longer satisfies the Trust Company Qualified Standard;</p> <p>(e) any Insolvency Event occurs to the Trust Company;</p> <p>(f) the Trust Company is replaced by the Controlling Noteholders' Meeting for fraud, breach of contract, wilful misconduct or negligence; or</p> <p>(a) the Trust Company resigns.</p> | <p>(b) 受托机构实质性地违反或不履行信托合同或其他交易文件中的约定或义务;</p> <p>(c) 受托机构实质性地违反其在信托合同或交易文件中做出, 或根据其做出的任何陈述或保证;</p> <p>(d) 受托机构不再符合受托机构资格标准;</p> <p>(e) 受托机构发生丧失清偿能力事件;</p> <p>(f) 受托机构由于欺诈、违约、故意不当行为或过失而被有控制权的持有人大会替换; 或者</p> <p>(a) 受托机构辞任。</p> |
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"Trust Company Report" means the report monthly prepared and issued by the Trust Company in the form set forth in Schedule 7 to of the Trust Agreement.

“受托机构报告”指受托机构每月根据信托合同附件七所列格式准备并出具的报告。

"Trust Company Report Date" means date when the Trust Company Report is published on the Interbank Lending Centre website (www.chinamoney.com.cn) and CCDC website (www.chinabond.com.cn), which is the fifth (5th) Business Day prior to the Payment Date. The Business Day mentioned above includes the statutory non-Business Day due to public holiday arrangement, which shall be subject to the requirements of the Registry.

“受托机构报告日”指信托公司报告在同业拆借中心网站 (www.chinamoney.com.cn) 和中央结算公司网站 (www.chinabond.com.cn) 上公布之日, 即支付日之前第五(5)个工作日。前述工作日包含因法定节假日而进行调休安排的日期, 具体应以登记机构的实际要求为准。

"Trust Formation Date" means the same date as the Closing Date, and the Originator establishes the Trust on that date and delivers the Trust Assets to the Trust Company.

“信托成立日”指交割日的同一天, 发起机构于该日成立信托, 并将信托财产交付受托机构。

"Trust Interests" means the Senior Interests and Subordinated Interests.

“信托权益”指优先级权益和次级权益。

"Trust Law" means the Trust Law of the PRC which was published by the Standing Committee of the

“信托法”指由全国人大常委会于2001年4月28日颁布并于2001年10

National People's Congress on 28 April 2001 and came into effect on 1 October 2001.

"Trust Liquidation Event" means any of the following events:

- (a) the Originator's creditors' rights and interests are impaired by the establishment of the Trust, as a result of which the Trust is cancelled by the competent people's court or arbitration body;
- (b) the Trust Company sells all outstanding Purchased Receivables to the original Servicer; or
- (c) the occurrence of any of the following events that occurs the earliest:
 - (i) the final repayment or otherwise discharge of the last Receivable, or disposal of all properties obtained from enforcement of the Loan Collateral;
 - (ii) the payment of all amounts payable to all Noteholders pursuant to the Trust Agreement; and
 - (i) the Legal Maturity Date takes place.

"Trust Termination Date" means the date on which the Trust Company completes the liquidation of the Trust (including, but not limited to the performance of corresponding payment obligations under the Trust Agreement), and the liquidation report issued by the Trust Company is approved by the Controlling Noteholders' Meeting.

"Underwriting Agreement" means the underwriting agreement between the Originator, the Trust Company, the Lead Underwriter and the Joint Lead Underwriters in relation to the underwriting of the Senior Class Notes.

"Underwriting Remuneration" means the remuneration paid to the Lead Underwriter and the Joint Lead Underwriters by the Originator according to Clause 3 of the Underwriting Agreement as consideration for underwriting the Senior Asset Backed Notes, including the arranger fee and the underwriting commissions.

月1日生效的《中华人民共和国信托法》。

“信托清算事件”指任何下列事件:

- (a) 发起机构债权人的权利和利益由于**信托**的设立而受到损害,导致**信托**被有管辖权的法院或仲裁庭撤销;
- (b) **受托机构**将所有未偿已**转让贷款**出售给最初的**贷款服务机构**;或者
- (c) 下列事件中最早发生的任何事件:
 - (i) 最终还款或最后一笔**汽车贷款**的清偿,或处分从**贷款担保**执行中获得的所有财产;
 - (ii) 根据**信托合同**应向所有**持有人**支付的所有金额得到偿付;以及
 - (i) 法定到期日。

“信托终止日”指受托机构完成信托清算(包括但不限于履行**信托合同**项下相应的付款义务),且**受托机构**出具的清算报告由**有控制权的持有人大会**通过的日期。

“主承销协议”指由发起机构、受托机构、主承销商和联席主承销商签订的有关承销**优先级证券**的主承销协议。

“承销报酬”指发起机构根据主承销协议第3条向主承销商和联席主承销商支付的作为承销**优先级资产支持证券**之对价的报酬,包括牵头费和承销佣金。

"Value Added Tax" (or **"VAT"**) means, and shall be construed as, a reference to value added tax including any similar tax which may be imposed in place thereof from time to time.

“**增值税**”指，且应被解释为，增值税包括可能不时适当征收的任何相似税收。

"Written Off Purchased Receivables" means Purchased Receivables which have been written off in full by the Originator in its capacity as Servicer in accordance with its customary accounting practice in effect from time to time.

“**已核销贷款**”指由**发起机构**作为**贷款服务机构**根据其不时有效的会计惯例完全核销的**已转让贷款**。

- 1.2 In this Master Definitions Schedule, words denoting the singular number only in the English version shall also include the plural number and vice versa, words denoting one gender only in the English version shall include the other genders, and words denoting individuals only shall include firms and corporations and vice versa.
- 2 **INTERPRETATION**
- In any Transaction Document, the following shall apply:
- 2.1 in the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including" and the words "to" and "until" each mean "to but excluding". The word "including" shall not be exclusive and shall mean "including, without limitation";
- 2.2 if any date specified in any Transaction Document would otherwise fall on a day that is not a Business Day, that date will be the first following day that is a Business Day, unless that day falls in the next calendar month, in which case that date will be the first preceding day that is a Business Day;
- 2.3 periods of days shall be counted in calendar days unless Business Days are expressly prescribed;
- 2.4 the expression "tax" shall be construed so as to include any tax, levy, impost, duty or other charge of similar nature, including, without limitation, any penalty or interest payable in connection with any failure to pay or delay in paying the same;
- 2.5 a reference to law, treaty, statute, regulation, order, decree, directive or guideline of any governmental authority or agency, or any provision thereof, shall be construed as a reference to such law, statute, regulation, order, decree, directive or guideline, or provision, as the same may have been, or may from time to time be, amended or re-enacted;
- 2.6 any reference to any Person appearing in any of the Transaction Documents shall include its successors and permitted assigns;
- 在本主定义表中，英文版本中表示单数的词语应当同样包含复数，反之亦然；英文版本中表示单一性别的词语应当包含另一性别；且表示个人的词语应当包括企业和公司；反之亦然。
- 解释**
- 在任何交易文件中，以下条款均应适用：
- 在计算从某一特定日期到之后一个特定日期之间的期间时，“从”表示“从且包括”，且“到”和“直到”分别表示“到且不包括”。“包括”一词不应做排他性解释，而应解释为“包括，但不限于”；
- 如果任何交易文件中的规定的日期不是工作日，该日期应当推迟到该日之后第一个工作日，除非该日属于下一个公历月，在此情形下该日期应为该日之前第一个工作日；
- 期间应根据公历日计算，除非明确规定为工作日；
- “税收”一词应当被解释为包括任何税收、征收、关税、课税或其他具有相同性质的收费，包括但不限于与未支付或迟延支付上述税收相关的任何罚款或利息；
- 对于任何政府或政府机构颁布的法律、条约、条例、法规、命令、法令、指令或指南，或其中任何条款的援引，应当被解释为援引该等法律、条约、条例、法规、命令、法令、指令、指南或条款本身，或其可能的不时之修改或重新制定；
- 交易文件中出现的任何人应当包括其继承人和许可的受让人；

- 2.7 any reference to an agreement, deed or document shall be construed as a reference to such agreement, deed or document as the same may from time to time be amended, varied, novated, supplemented, replaced or otherwise modified; 任何对于一份协议、契据或文件的援引应当被解释为援引协议、契据或文件本身，或其可能的不时之更改、修订、更新、补充、替换或其他形式的修改；
- 2.8 to the extent applicable, the headings of clauses, schedules, sections, articles and exhibits are provided for convenience only. They do not form part of any Transaction Document and shall not affect its construction or interpretation. Unless otherwise indicated, all references in any Transaction Document to clauses, schedules, sections, articles and exhibits refer to the corresponding clauses, schedules, sections, articles or exhibits of that Transaction Document; and 在可适用的范围内，条款、附件、章节、条文和附录的标题仅为提供便利之目的。它们不作为任何**交易文件**的组成部分，且不应影响其定义和解释。除非另有说明，**交易文件**中所有对于条款、附件、章节、条文和附录的援引都应指向该**交易文件**中相应的条款、附件、章节、条文和附录；且
- 2.9 unless specified otherwise, "promptly" or "immediately" shall mean without undue delay. 除非另有说明，“及时”或“立刻”应指没有不当延误。
- 3 LANGUAGE VERSIONS 语言版本
- The Transaction Documents (including this Master Definitions Schedule) may be prepared and executed in both English and Chinese. In case of any inconsistency between the two language versions, the Chinese version shall prevail. **交易文件**（包括本主定义表）以中文和英文书就和签署。两种语言版本若存在差异，应以中文版本为准。
- 4 COUNTERPARTS 合同文本
- This Master Definitions Schedule will have four counterparts with equal legal effect. Each party will have one counterpart; the other two counterparts are intended for submission to relevant government authority for approval purposes if necessary. 本主定义表一式四份，具有同等法律效力；各方各执一份，其余两份正本将在必要时提呈相关政府机构供审批之用。
- 5 EFFECTIVENESS 生效
- This Master Definitions Schedule shall become effective from the date of execution under hand or personal seal by the legal representative or Authorized Signatory of Originator and Trust Company with affixing their respective company seal or special seal for contract. 本主定义表自发起机构与受托机构法定代表人或授权签字人签字/签章并加盖公章或合同专用章之日起生效。

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