

Exhibit 4

Individual Release

INDIVIDUAL RELEASE OF CLAIMS

Quenneville et al. v. Volkswagen Group Canada Inc. et al.

Court File No. CV-15-537029-00CP

-and-

Beckett v. Porsche Cars Canada Ltd. et al.

Court File No. CV-15-543402CP

-and-

Option consommateurs v. Volkswagen Group Canada, Inc. et al.

Court File No. 500-06-000761-151

-and-

Frank-Fort Construction Inc. v. Porsche Cars Canada, Ltd. et al.

Court File No. 540-06-000012-155

(collectively, the “**Actions**”)

MUST BE COMPLETED BY ELIGIBLE CLAIMANT PRIOR TO RECEIVING BUYBACK, BUYBACK WITH TRADE-IN, EARLY LEASE TERMINATION, SURRENDER FOR INOPERABILITY, DAMAGES PAYMENT AND / OR REPAIR PAYMENT

1. In exchange for benefits that (a) the Claims Administrator, RicePoint Administration Inc., has determined I am eligible to receive under the Settlement Agreement in the Actions,¹ and (b) Volkswagen Aktiengesellschaft, Audi Aktiengesellschaft, Volkswagen Group of America, Inc., Volkswagen Group Canada Inc., Audi Canada, Inc. and VW Credit Canada, Inc. (individually and collectively, the “**VW Released Entities**”) and/or Porsche Cars Canada, Ltd., Porsche Cars North America Inc., Porsche Financial Services Canada, Inc., Porsche Enterprises Incorporated, and Dr. Ing h.c.F. Porsche Aktiengesellschaft (individually and collectively, the “**Porsche Released Entities**”) have agreed to provide to me, the sufficiency of which I hereby acknowledge, I, on behalf of myself and my agents, heirs, executors and administrators, successors, assigns, insurers, lawyers, representatives, shareholders, owners associations and any other legal or natural person who may claim by, through or under me, hereby fully, finally, irrevocably and forever release, waive, discharge, relinquish, settle and acquit any and all claims, demands, actions or causes of action, whether known or unknown, that I may have, purport to have, or may hereafter

¹ A copy of the Settlement Agreement is available at www.VWCanadaSettlement.ca.

have against any of the Released Parties arising out of or in any way related to the 3.0-Litre Diesel Matter, except for claims of personal injury or wrongful death.

2. “**Released Parties**” means any person who, or entity that, is or could be responsible or liable in any way whatsoever, whether directly or indirectly, for the 3.0 Litre-Diesel Matter. The Released Parties include, without limitation: (a) the VW Released Entities; (b) the Porsche Released Entities; (c) any and all contractors, subcontractors and suppliers of the VW Released Entities and Porsche Released Entities; (d) any and all persons and entities indemnified by any VW Released Entity or Porsche Released Entity with respect to the 3.0-Litre Diesel Matter; (e) any and all other persons and entities involved in the design, research, development, manufacture, assembly, testing, sale, leasing, repair, warranting, marketing, advertising, public relations, promotion or distribution of Eligible Vehicles, even if such persons are not specifically named herein, including without limitation all authorized Volkswagen-, Audi-, and Porsche-brand dealers, and non-authorized dealers and sellers, located in Canada; (f) RicePoint Administration Inc.; (g) lenders, creditors, financial institutions or any other parties that financed the purchase or lease of Eligible Vehicles; and (h) for each of the foregoing, their respective former, present and future affiliates, parent companies, subsidiaries, predecessors, successors, shareholders, indemnitors, subrogees, spouses, joint ventures, general or limited partners, lawyers, assigns, principals, officers, directors, employees, members, agents, representatives, trustees, insurers, reinsurers, heirs, beneficiaries, wards, estates, executors, administrators, receivers, conservators, personal representatives, divisions, dealers and suppliers.

3. The “**3.0-Litre Diesel Matter**” means (a) the installation or presence of any software or auxiliary emission control device in any Eligible Vehicle; (b) the design, manufacture, assembly, testing or development of any software or auxiliary emission control device used or for use in any Eligible Vehicles; (c) the marketing or advertisement of Eligible Vehicles as green, environmentally friendly and/or compliant with federal, provincial or territorial emissions regulations; (d) the alleged noncompliance of Eligible Vehicles with Canadian emissions regulations; and/or (e) the subject matter of the Actions and any related events or allegations with respect to Eligible Vehicles.

4. “**Eligible Vehicles**” means the 3.0-litre diesel engine vehicles that are included in the Settlement Agreement, as defined in Section 2.39 of the Settlement Agreement.

5. This Individual Release incorporates by reference the release and associated provisions set forth in Section 5 of the Settlement Agreement as if set forth fully herein, and, as to those provisions, shall have the same scope and effect as the Settlement Agreement. This Individual Release supplements and does not supersede the release and associated provisions set forth in Section 5 of the Settlement Agreement.

6. For the avoidance of doubt, I expressly understand and acknowledge that I may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those that I know or believe to be true, related to the 3.0-Litre Diesel Matter, the Actions and/or this Individual Release. Nevertheless, it is my intention in executing this Individual Release to fully, finally, irrevocably and forever release, waive, discharge, relinquish, settle and acquit all such matters, and all claims relating thereto which exist, hereafter may exist or might have existed

(whether or not previously or currently asserted in any action or proceeding) with respect to the 3.0-Litre Diesel Matter in accordance with the terms of the Settlement Agreement.

7. Notwithstanding the above, in the event that I am a resident of a province or territory where the release of one tortfeasor is a release of all other tortfeasors, I do not release the Released Parties but instead irrevocably covenant not to sue the Released Parties, including on a joint, several and/or solidary liability basis, and undertake not to make any claim in any way or to threaten, commence, participate in, or continue any proceeding in any jurisdiction against the Released Parties, for, in respect of, or in relation to the 3.0-Litre Diesel Matter.

8. This Individual Release is not intended to and expressly does not release Robert Bosch GmbH or Robert Bosch, LLC and any of their former, present and future owners, shareholders, directors, officers, employees, lawyers, affiliates, parent companies, subsidiaries, predecessors and successors (the “**Bosch Entities**”).

9. If I elect to pursue a claim against any Bosch Entity related to the 3.0-Litre Diesel Matter, either individually or as a member of a class action, and obtain a final, non-appealable adversary judgment against that Bosch Entity for damages as to which any Bosch Entity seeks indemnification or contribution from one or more of the Released Parties, I will waive enforcement of my judgment against that Bosch Entity by the amount of the damages that such Released Parties are held to be responsible for by way of indemnification of or contribution to any Bosch Entity, but not more than the Damages Payment or Repair Payment amount, as applicable, that I receive from all Released Parties. However, I shall have no obligation to reduce my judgment against any Bosch Entity unless and until any Bosch Entity has obtained—in the face of a vigorously litigated defence—a final, nonappealable adversary judgment for indemnification or contribution against one or more of the Released Parties. In the event that any Bosch Entity obtains such a judgment against a Released Party after I have recovered on a judgment against that Bosch Entity, I will return to the Bosch Entity the amount of the judgment against it by which I agree herein to reduce that judgment, which amount will not exceed the Damages Payment or Repair Payment amount, as applicable, that I receive from all Released Parties. In addition, I agree not to enter into any agreement to settle any claim I may have against any Bosch Entity, unless such agreement expressly provides that the Released Parties shall be released from any claim for indemnification or contribution by a Bosch Entity against any Released Party that relates to my claim against the Bosch Entity.

10. “**Damages Payment**” means the cash payment benefit in the amount set forth in Section 2.30 and associated provisions of the Settlement Agreement based on the brand, model, and model year of the subject vehicle.

11. “**Repair Payment**” means the cash payment benefit in the amount set forth in Section 2.99 and associated provisions of the Settlement Agreement based on the brand, model, and model year of the subject vehicle.

12. This Individual Release is effective and binding when I receive a benefit under the Settlement Agreement. For clarity, I understand that, if I obtain a vehicle emissions modification or repair that is approved by regulators and performed by an authorized Volkswagen-, Audi-, or Porsche-brand dealer, this Individual Release is effective when I receive a Damages Payment for

the modification, or when I receive a Repair Payment for the repair, as applicable. Notwithstanding the foregoing, nothing herein prohibits or restricts me from receiving other benefits for which I am eligible in accordance with the Settlement Agreement. It is further acknowledged that, if I am eligible for benefits under the Settlement Agreement in respect of more than one vehicle, this Individual Release is effective and binding when I receive a benefit under the Settlement Agreement for the first of these vehicles. Notwithstanding the foregoing, nothing herein prohibits or restricts me from making a claim for any other vehicles and receiving benefits for those other vehicles in accordance with the Settlement Agreement.

13. This Individual Release shall remain effective regardless of any judicial, quasi-judicial, arbitral, administrative, regulatory or other decision relating to the liability of any Released Party in connection with the 3.0-Litre Diesel Matter. For the avoidance of doubt, this Individual Release shall remain effective even if a Court's order approving the Settlement Agreement is reversed and/or vacated on appeal, or if the Settlement Agreement is terminated or abrogated or otherwise voided in whole or in part.

14. This Individual Release shall be governed by and interpreted in accordance with the laws of the Province of Ontario and federal laws of Canada applicable therein, notwithstanding its conflict of law provisions. Any disagreement concerning and/or action to enforce specifically my Individual Release shall be commenced and maintained only by the Ontario Superior Court of Justice if I am a member of the National Settlement Class, or by the Superior Court of Québec if I am a member of the Québec Settlement Class.

15. I am a member of the Québec Settlement Class if the subject vehicle is identified based on reasonably available information as having been registered in Québec on November 2, 2015. Alternatively, if I am not a member of the Québec Settlement Class, I am a member of the National Settlement Class.

16. This Individual Release will be binding upon my successors, transferees and assignees, if any.

17. I represent and warrant that I have carefully read and understand this Individual Release and that I execute it freely, voluntarily and without being pressured or influenced by, or relying on, any statement or representation made by any person or entity acting on behalf of any Released Party. I certify that I understand that I have the right to consult with a lawyer of my choice before signing this Individual Release.

18. I represent and warrant that I am the sole and exclusive owner of all claims that I am releasing pursuant to this Individual Release and/or that I have authority to execute this Individual Release. I acknowledge that, except as provided in Sections 4.37 and 4.38 of the Settlement Agreement, I have not assigned, pledged or in any manner whatsoever, sold, transferred or encumbered any right, title, interest or claim arising out of or in any way whatsoever pertaining to the 3.0-Litre Diesel Matter.

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