



Banco Bilbao Vizcaya Argentaria, S.A.

(incorporated with limited liability in Spain)

€40,000,000,000

Global Medium Term Note and Covered Bond Programme

Under this €40,000,000,000 Global Medium Term Note and Covered Bond Programme (the **Programme**), Banco Bilbao Vizcaya Argentaria, S.A. (the **Issuer** or **BBVA**) may from time to time issue medium term notes (the **MTNs**) and covered bonds (the **Covered Bonds** and, together with the MTNs, the **Notes**) denominated in any currency agreed between the Issuer and the relevant Dealer (as defined below).

The Issuer and its consolidated subsidiaries are referred to herein as the **Group**.

Notes may be issued in bearer or registered form (respectively, **Bearer Notes** and **Registered Notes**) as Senior Notes, Subordinated Notes or Covered Bonds. Senior Notes may be Senior Preferred Notes or Senior Non-Preferred Notes. Subordinated Notes may be Senior Subordinated Notes or Tier 2 Subordinated Notes. Covered Bonds shall be issued in accordance with the provisions of Royal Decree-Law 24/2021 (as defined in Condition 3(e)) and may be Mortgage Covered Bonds, Public Sector Covered Bonds or Internationalisation Covered Bonds. The Notes may be governed by English law or Spanish law. The maximum aggregate nominal amount of all Notes from time to time outstanding under the Programme will not exceed €40,000,000,000 (or its equivalent in other currencies calculated as described in the Programme Agreement described herein), subject to increase as described in this Offering Circular.

The Notes may be issued on a continuing basis to one or more of the Dealers specified under “*Overview of the Programme*” and any additional Dealer appointed under the Programme from time to time by the Issuer (each, a **Dealer** and together, the **Dealers**), which appointment may be for a specific issue or on an ongoing basis. References in this Offering Circular to the **relevant Dealer** shall, in the case of an issue of Notes being (or intended to be) subscribed or for which subscribers are being procured for by more than one Dealer, be to all Dealers agreeing to subscribe or to procure subscribers for such Notes.

An investment in Notes issued under the Programme involves certain risks. For a discussion of these risks see “*Risk Factors*”.

The Notes have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the **Securities Act**), or any U.S. state securities laws and may not be offered or sold in the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S under the Securities Act) unless an exemption from the registration requirements of the Securities Act is available and in accordance with all applicable securities laws of any state of the United States and any other jurisdiction. See “*Form of the Notes*” for a description of the manner and form in which Notes will be issued. Registered Notes are subject to certain restrictions on transfer, see “*Subscription and Sale and Transfer and Selling Restrictions*”.

Potential investors should note the statements on pages 212 to 215 regarding the tax treatment in Spain of income obtained in respect of the Notes and the disclosure requirements imposed by the First Additional Provision of Law 10/2014 of 26th June, 2014.

The Issuer has been rated A+ by S&P Global Ratings Europe Limited (**S&P**), A2 by Moody’s Investors Service España, S.A. (**Moody’s**) and A by Fitch Ratings Ireland Spanish Branch, *Sucursal en España* (**Fitch**). The Senior Preferred Notes issued under the Programme have been rated A+ by S&P, A2 by Moody’s and A by Fitch. The Senior Non-Preferred Notes issued under the Programme have been rated A- by S&P, Baa1 by Moody’s and A- by Fitch. The Subordinated Notes issued under the Programme have been rated BBB+ by S&P and Baa1 by Moody’s. Certain Series of Covered Bonds issued under the Programme will be rated by Moody’s and DBRS Ratings GmbH (**DBRS**). Each of S&P, Moody’s, Fitch and DBRS is established in the European Economic Area (the **EEA**) and is registered under Regulation (EC) No. 1060/2009 (as amended) (the **CRA Regulation**). As such, each of S&P, Moody’s, Fitch and DBRS is included in the list of credit rating agencies published by the European Securities and Markets Authority (**ESMA**) on its website (at <https://www.esma.europa.eu/credit-rating-agencies/cra-authorisation>) in accordance with the CRA Regulation. Ratings issued by S&P have been endorsed by S&P Global Ratings UK Limited, ratings issued by Moody’s have been endorsed by Moody’s Investors Service Ltd, ratings issued by Fitch have been endorsed by Fitch Ratings Limited and ratings issued by DBRS have been endorsed by DBRS Ratings Limited, each of which is a credit rating agency established in the United Kingdom (the **UK**) and registered under the CRA Regulation as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 (**EUWA**) (the **UK CRA Regulation**), each in accordance with the UK CRA Regulation and have not been withdrawn. As such, the ratings issued by S&P, Moody’s, Fitch and DBRS may be used for regulatory purposes in the UK in accordance with the UK CRA Regulation. Notes issued under the Programme may be rated or unrated by any one or more of the rating agencies referred to above. Where a Tranche of Notes is rated, such rating will be disclosed in the Final Terms and will not necessarily be the same as the rating assigned to the Programme by the relevant rating agency. A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.

Amounts payable on Floating Rate Notes and Fixed Reset Notes may be calculated by reference to one of EURIBOR, SOFR, SONIA or €STR as specified in the relevant Final Terms. As at the date of this Offering Circular, (i) the administrator of EURIBOR, European Money Markets Institute, is included in the ESMA register of administrators under Article 36 of Regulation (EU) No. 2016/1011 (as amended, the **EU Benchmarks Regulation**) and the register of administrators established and maintained by the United Kingdom Financial Conduct Authority (the **FCA**) pursuant to Article 36 of Regulation (EU) No. 2016/1011 as it forms part of UK domestic law by virtue of the EUWA (the **UK Benchmarks Regulation**); and (ii) the administrators of SOFR, SONIA and €STR are not included in such registers. As far as the Issuer is aware, by virtue of Article 2 of the EU Benchmarks Regulation and the UK Benchmarks Regulation, the administrator of SONIA, the Bank of England, the administrator of SOFR, the Federal Reserve Bank of New York (the **FRBNY**), and the administrator of €STR, the European Central Bank (the **ECB**) do not fall within the scope of the EU Benchmarks Regulation and the UK Benchmarks Regulation as of the date of this Offering Circular.

This Offering Circular is issued in replacement of the Offering Circular dated 17th July, 2025 and accordingly supersedes that Offering Circular. This does not affect any Notes issued under the Programme prior to the date of this Offering Circular.

Arranger

UBS Investment Bank

Dealers

Banco Bilbao Vizcaya Argentaria
BofA Securities
Crédit Agricole CIB
HSBC
Morgan Stanley
Nomura
UBS Investment Bank

Barclays
Citigroup
Deutsche Bank
ING
Natixis
RBC Capital Markets
UniCredit

BNP PARIBAS
Commerzbank
Goldman Sachs Bank Europe SE
J.P. Morgan
NatWest
Société Générale Corporate & Investment Banking
Wells Fargo Securities

The date of this Offering Circular is 17th July, 2026.

The Central Bank of Ireland as competent authority under the Prospectus Regulation (as defined below) has approved this Offering Circular as a base prospectus. The Central Bank of Ireland has only approved this Offering Circular as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such approval is not to be considered as an endorsement of the Issuer or of the quality of the Notes. Investors should make their own assessment as to the suitability of investing in the Notes. Such approval relates only to Notes that are to be admitted to trading on the regulated market (the **Regulated Market**) of the Irish Stock Exchange plc, trading as Euronext Dublin (**Euronext Dublin**) or on another regulated market for the purposes of Directive 2014/65/EU (as amended, **MiFID II**) and/or that are to be offered to the public in any Member State of the EEA in circumstances that require the publication of a prospectus. Application has been made to Euronext Dublin for Notes issued under the Programme during the period of 12 months from the date of this Offering Circular to be admitted to its official list (the **Official List**) and trading on the Regulated Market. The Regulated Market is a regulated market for the purposes of MiFID II.

This Offering Circular (as supplemented at the relevant time, if applicable) is valid for 12 months from its date in relation to Notes which are to be admitted to trading on a regulated market in the EEA. The obligation to supplement this Offering Circular in the event of a significant new factor, material mistake or material inaccuracy does not apply when this Offering Circular is no longer valid.

References in this Offering Circular to Notes being **listed** (and all related references) shall mean that such Notes have been admitted to the Official List and trading on the Regulated Market.

The requirement to publish a prospectus under the Prospectus Regulation only applies to Notes which are to be admitted to trading on a regulated market in the EEA and/or offered to the public in the EEA other than in circumstances where an exemption is available under Article 1(4) and/or 3(2) of the Prospectus Regulation.

Notice of the aggregate nominal amount of Notes, interest (if any) payable in respect of Notes, the issue price of Notes and certain other information which is applicable to each Tranche (as defined under “*Terms and Conditions of the Notes*”) of Notes will be set out in a final terms document (the **Final Terms**) which will be delivered to the Central Bank of Ireland and, where listed, Euronext Dublin on or before the date of issue of the Notes of such Tranche.

Copies of the Final Terms in relation to Notes to be listed on Euronext Dublin will also be published on the website of Euronext Dublin. This Offering Circular constitutes a base prospectus for the purposes of Article 8 of the Prospectus Regulation. When used in this Offering Circular, **Prospectus Regulation** means Regulation (EU) 2017/1129, as amended, and includes any relevant implementing measure in a relevant Member State of the EEA.

The language of this Offering Circular is English. Certain legal references and technical terms have been cited in their original language in order that the correct technical meaning may be ascribed to them under the applicable laws.

The Issuer accepts responsibility for the information contained in this Offering Circular and the Final Terms for each Tranche of Notes issued under the Programme. To the best of the knowledge of the Issuer the information contained in this Offering Circular is in accordance with the facts and does not omit anything likely to affect the import of such information.

This Offering Circular is to be read in conjunction with all information which is incorporated herein by reference (see “*Documents Incorporated by Reference*”). This Offering Circular shall be read and construed on the basis that such information is incorporated in and forms part of this Offering Circular.

Other than in relation to the information which is deemed to be incorporated by reference (see “*Documents Incorporated by Reference*”), the information on the websites to which this Offering Circular refers does not form part of this Offering Circular and has not been scrutinised or approved by the Central Bank of Ireland.

The Dealers have not independently verified the information contained herein. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by the Dealers

as to the accuracy or completeness of the information contained or incorporated in this Offering Circular or any other information provided by the Issuer in connection with the Programme. No Dealer accepts any liability in relation to the information contained or incorporated by reference in this Offering Circular or any other information provided by the Issuer in connection with the Programme.

No person is or has been authorised by the Issuer to give any information or to make any representation not contained in or not consistent with this Offering Circular or any other information supplied in connection with the Programme or the Notes and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer or any of the Dealers.

Neither this Offering Circular nor any other information supplied in connection with the Programme or any Notes (a) is intended to provide the basis of any credit or other evaluation or (b) should be considered as a recommendation by the Issuer or any of the Dealers that any recipient of this Offering Circular or any other information supplied in connection with the Programme or any Notes should purchase any Notes. Each investor contemplating purchasing any Notes should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Issuer. Neither this Offering Circular nor any other information supplied in connection with the Programme or the issue of any Notes constitutes an offer or invitation by or on behalf of the Issuer or any of the Dealers to any person to subscribe for or to purchase any Notes.

Neither the delivery of this Offering Circular nor the offering, sale or delivery of any Notes shall in any circumstances imply that the information contained herein concerning the Issuer is correct at any time subsequent to the date hereof or that any other information supplied in connection with the Programme is correct as of any time subsequent to the date indicated in the document containing the same. The Dealers expressly do not undertake to review the financial condition or affairs of the Issuer during the life of the Programme or to advise any investor in Notes issued under the Programme of any information coming to their attention.

This Offering Circular does not constitute an offer to sell or the solicitation of an offer to buy any Notes in any jurisdiction to any person to whom it is unlawful to make the offer or solicitation in such jurisdiction. The distribution of this Offering Circular and the offer or sale of Notes may be restricted by law in certain jurisdictions. The Issuer and the Dealers do not represent that this Offering Circular may be lawfully distributed, or that any Notes may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering. In particular, no action has been taken by the Issuer or the Dealers which is intended to permit a public offering of any Notes or distribution of this Offering Circular in any jurisdiction where action for that purpose is required. Accordingly, no Notes may be offered or sold, directly or indirectly, and neither this Offering Circular nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations. Persons into whose possession this Offering Circular or any Notes may come must inform themselves about, and observe, any such restrictions on the distribution of this Offering Circular and the offering and sale of Notes. In particular, there are restrictions on the distribution of this Offering Circular and the offer or sale of Notes in the United States, the EEA, Spain, Belgium, Hong Kong, the Republic of Italy, Japan, the PRC, Singapore, Switzerland and the UK, see “*Subscription and Sale and Transfer and Selling Restrictions*”.

In making an investment decision, investors must rely on their own examination of the Issuer and the terms of the Notes being offered, including the merits and risks involved. The Notes have not been approved or disapproved by the United States Securities and Exchange Commission or any other securities commission or other regulatory authority in the United States, nor have the foregoing authorities approved this Offering Circular or confirmed the accuracy or determined the adequacy of the information contained in this Offering Circular. Any representation to the contrary is unlawful.

Neither the Issuer nor any of the Dealers makes any representation to any investor in the Notes regarding the legality of its investment under any applicable laws. Any investor in the Notes should be able to bear the economic risk of an investment in the Notes for an indefinite period of time.

The Notes may not be a suitable investment for all investors. Each potential investor in the Notes must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor may wish to consider, either on its own or with the help of its financial and other professional advisers, whether it:

- (i) has sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and risks of investing in the Notes and the information contained or incorporated by reference in this Offering Circular or any applicable supplement;
- (ii) has access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Notes and the impact the Notes will have on its overall investment portfolio;
- (iii) has sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes, including Notes where the currency for principal or interest payments is different from the potential investor's currency;
- (iv) understands thoroughly the terms of the Notes and is familiar with the behaviour of financial markets; and
- (v) is able to evaluate possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

Legal investment considerations may restrict certain investments. The investment activities of certain investors may be subject to law or review or regulation by certain authorities. Each potential investor should determine for itself, on the basis of professional advice where appropriate, whether and to what extent (i) Notes are lawful investments for it, (ii) Notes can be used as collateral for various types of borrowing and (iii) other restrictions apply to its purchase or pledge of any Notes. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of Notes under any applicable risk-based capital or similar rules.

None of the Dealers or any of their respective affiliates accepts any responsibility for any assessment of any 'green', 'social', 'sustainable' or other equivalent label for any Notes including Sustainable Notes (as defined herein) where it is stated that an amount equal to the net proceeds from the issue of such Notes are intended to be used for any such purpose or makes any representation or warranty or assurance whether any such Notes will meet any investor expectations or requirements regarding any 'green', 'social', 'sustainable' or similar labels, including in relation to Regulation (EU) 2020/852 of the European Parliament and of the Council of 18th June, 2020 (the **EU Taxonomy Regulation**) on the establishment of a framework to facilitate sustainable investment (the **EU Taxonomy**) and any related technical screening criteria, Regulation (EU) 2023/2631 of the European Parliament and of the Council of 22nd November, 2023 on European Green Bonds and optional disclosures for bonds marketed as environmentally sustainable and for sustainability-linked bonds (the **EU Green Bond Regulation**), Regulation (EU) 2019/2088 of the European Parliament and of the Council of 27th November, 2019 on sustainability-related disclosures in the financial services sector (**SFDR**) and any delegated or implementing legislation and guidelines, or any similar legislation in the UK, or any requirements of such labels as they may evolve from time to time. None of the Dealers or any of their respective affiliates have undertaken, nor are they responsible for, any assessment of the eligibility criteria for Eligible Projects (as defined herein), any verification of whether the Eligible Projects meet such criteria or any assessment of the use of proceeds of any such Notes (or amounts equal thereto) or any assets intended to be financed or refinanced with the proceeds of such Notes, nor the impact or monitoring of such use of proceeds. The Sustainable Debt Financing Framework (as defined in the "Use of Proceeds" section) is available on the Issuer's website at <https://shareholdersandinvestors.bbva.com/wp-content/uploads/2025/05/202412-BBVA-Sustainable-Debt-Financing-Framework.pdf>, and any assessment, opinion or certification in respect of the Sustainable Debt Financing Framework and any public reporting by or on behalf of the Issuer in respect of the application of the proceeds of any issue of Sustainable Notes will be available on the Issuer's website at <https://shareholdersandinvestors.bbva.com/debt-investors/issuances-programs/sustainability-bonds/> (including the Sustainable Debt Financing Framework and any such assessment, opinion, certificate or reporting as amended, supplemented, restated or otherwise updated from time to time). For the avoidance of doubt, neither

the Sustainable Debt Financing Framework nor any assessment, opinion or certification in respect of the Sustainable Debt Financing Framework will be incorporated by reference into this Offering Circular.

No representation or assurance is given by the Issuer or the Dealers or any of their respective affiliates as to the suitability or reliability for any purpose of any report, assessment, opinion, or certification of any third party made available in connection with any issue of such Notes, nor is any such report, assessment, opinion, or certification a recommendation by the Issuer, any Dealer or any of their respective affiliates to buy, sell or hold any such Notes. The criteria and/or considerations that formed the basis of any such report, assessment, opinion or certification may change at any time and they may be amended, updated, supplemented, replaced and/or withdrawn. Prospective investors must determine for themselves the relevance of any such report, assessment, opinion or certification and/or the information contained therein. The Sustainable Debt Financing Framework may also be subject to review and change and may be amended, updated, supplemented, replaced and/or withdrawn from time to time and any subsequent version(s) may differ from any description given in this Offering Circular.

In the event any such Notes are, or are intended to be listed or admitted to trading or otherwise displayed on any dedicated 'green', 'social', 'sustainable' or other equivalently labelled segment of any stock exchange or securities market, no representation or assurance is given by the Dealers or any of their respective affiliates that such listing or admission will be obtained or maintained for the lifetime of the Notes.

PRESENTATION OF FINANCIAL AND OTHER INFORMATION

ACCOUNTING PRINCIPLES

Under Regulation (EC) No. 1606/2002 of the European Parliament and of the Council of 19th July, 2002, all companies governed by the law of a Member State of the EU and whose securities are admitted to trading on a regulated market of any Member State must prepare their consolidated financial statements for the years beginning on or after 1st January, 2005 in conformity with International Financial Reporting Standards adopted by the EU (**EU-IFRS**).

The Issuer's consolidated financial statements as at and for each of the years ending 31st December, 2025 and 31st December, 2024 (the **Consolidated Financial Statements**), as included in the annual report of BBVA on Form 20-F for the fiscal year ended 31st December, 2025 filed with the U.S. Securities and Exchange Commission (the **SEC**) on 20th February, 2026 (the **Form 20-F**) and incorporated by reference in this Offering Circular have been prepared in compliance with International Financial Reporting Standards as issued by the International Accounting Standards Board (**IFRS-IASB**) and in accordance with EU-IFRS applicable as of 31st December, 2025, reflecting the Bank of Spain's Circular 4/2017, of 27th November (as amended) and any other legislation governing financial reporting applicable to the Group and with the format and mark-up requirements established in EU Delegated Regulation 2019/815 (as amended) of the European Commission.

All references in this document to:

- **euro** and **€** refer to the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty on the Functioning of the European Union, as amended;
- **U.S. dollars**, **USD** and **U.S.\$** refer to United States dollars;
- **Sterling** and **£** refer to pounds sterling;
- **Renminbi**, **RMB** and **CNY** refer to the lawful currency of the People's Republic of China (the **PRC**) which, for the purposes of this Offering Circular, excludes Hong Kong Special Administrative Region of the PRC (**Hong Kong**), the Macau Special Administrative Region of the People's Republic of China and Taiwan;
- **HK\$** refers to the lawful currency of Hong Kong;
- **Mexican peso** refers to the lawful currency of the United Mexican States; and
- **Turkish Lira** and **TL** refer to the lawful currency of the Republic of Türkiye (**Türkiye**).

In this Offering Circular, unless the contrary intention appears, a reference to a law or a provision of a law is a reference to that law or provision as extended, amended or re-enacted.

FINANCIAL INFORMATION

The following principles should be noted in reviewing the financial information contained in this Offering Circular:

- Unless otherwise stated, any reference to loans refers to both loans and advances.
- All references to any financial information in this Offering Circular are to the consolidated financial information of the Group, unless otherwise stated.
- Interest income figures, when used, do not include interest income on non-accruing loans to the extent that cash payments have been received in the period in which they are due.

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- Financial information with respect to segments or subsidiaries may not reflect consolidation adjustments.
 - Certain numerical information in this Offering Circular may not compute due to rounding. In addition, information regarding period-to-period changes is based on numbers which have not been rounded.

SPANISH TAX RULES

Article 44 of the regulations approved by Royal Decree 1065/2007 of 27th July, as amended by Royal Decree 1145/2011 of 29th July (as so amended, **RD 1065/2007**), sets out the reporting obligations applicable to preference shares and debt instruments (including debt instruments issued at a discount for a period equal to or less than twelve months) issued under the First Additional Provision of Law 10/2014, of 26th June, on the organisation, supervision and solvency of credit entities (*Ley 10/2014, de 26 de junio, de ordenación, supervisión y solvencia de entidades de crédito*), as amended (**Law 10/2014**).

General

The procedure described in this Offering Circular for the provision of information required by Spanish law and regulation is a summary only, and may be updated and/or amended at any time as a result of any change in, or amendment to, the laws or regulations applicable in Spain or any change in the application or binding official interpretation or administration of any such laws or regulations. Neither the Issuer nor any of the Dealers assumes any responsibility therefor.

IMPORTANT – EEA RETAIL INVESTORS

In the case of all Notes (other than Senior Preferred Notes), the Notes are not intended to be offered, sold or otherwise made available to and shall not be offered, sold or otherwise made available to any retail investor in the EEA. This prohibition shall also apply in the case of any Senior Preferred Notes for which a legend to this effect entitled “*Prohibition of Sales to EEA Retail Investors*” is included in the applicable Final Terms. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or (ii) a customer within the meaning of Directive (EU) 2016/97, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in the Prospectus Regulation. Consequently, no key information document required by Regulation EU No. 1286/2014 (as amended, the **PRIIPs Regulation**) for offering or selling these Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling such Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

IMPORTANT – UK RETAIL INVESTORS

In the case of all Notes (other than Senior Preferred Notes), the Notes are not intended to be offered, sold, distributed or otherwise made available to and shall not be offered, sold, distributed or otherwise made available to any retail investor in the UK. This prohibition shall also apply in the case of any Senior Preferred Notes for which a legend to this effect entitled “*Prohibition of Sales to UK Retail Investors*” is included in the applicable Final Terms. For these purposes, a retail investor means a person who is either one (or both) of: (i) not a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No. 600/2014 as it forms part of UK domestic law by virtue of the EUWA; or (ii) not a qualified investor as defined in paragraph 15 of Schedule 1 to the Public Offers and Admissions to Trading Regulations 2024. Consequently, no disclosure document required by the FCA Product Disclosure Sourcebook (**DISC**) for offering, selling or distributing these Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering, selling or distributing such Notes or otherwise making them available to any retail investor in the UK may be unlawful under DISC and the Consumer Composite Investments (Designated Activities) Regulations 2024.

MIFID II PRODUCT GOVERNANCE/TARGET MARKET

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

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

UK MIFIR PRODUCT GOVERNANCE/TARGET MARKET

The Final Terms in respect of any Notes may include a legend entitled “UK MiFIR Product Governance” which will outline the target market assessment in respect of such Notes and which channels for distribution of such Notes are appropriate. Any distributor should take into consideration the target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the **UK MiFIR Product Governance Rules**) is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the UK MiFIR Product Governance Rules, any Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise neither the Arranger nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the UK MIFIR Product Governance Rules.

This Offering Circular has been prepared on the basis that the minimum denomination of each Note will be €100,000 (or equivalent in another currency).

PRODUCT CLASSIFICATION PURSUANT TO SECTION 309B OF THE SECURITIES AND FUTURES ACT 2001 OF SINGAPORE

In connection with Section 309B of the Securities and Futures Act 2001 of Singapore (as amended or modified, the **SFA**) and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the **CMP Regulations 2018**), unless otherwise stated in the applicable Final Terms in respect of any Notes, all Notes shall be ‘prescribed capital markets products’ (as defined in the CMP Regulations 2018) and Excluded Investment Products (as defined in the Monetary Authority of Singapore (the **MAS**) Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

U.S. INFORMATION

This Offering Circular is being submitted in the United States to a limited number of QIBs and Institutional Accredited Investors (each as defined under “*Form of the Notes*”) for informational use solely in connection with the consideration of the purchase of the Notes being offered hereby. Its use for any other purpose in the United States is not authorised.

The Notes have not been nor will be registered under the Securities Act. Subject to certain exceptions, Notes may not be offered, sold or delivered within the United States or to U.S. persons.

The Notes in bearer form are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to United States persons, except in certain transactions permitted by U.S. Treasury regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code and the Treasury regulations promulgated thereunder.

Registered Notes may be offered or sold within the United States only to QIBs or to Institutional Accredited Investors, in either case in transactions exempt from registration under the Securities Act in reliance on Rule 144A (**Rule 144A Notes**) under the Securities Act (**Rule 144A**) or any other applicable exemption. Each U.S. purchaser of Registered Notes is hereby notified that the offer and sale of any Registered Notes to it may be being made in reliance upon the exemption from the registration requirements of the Securities Act provided by Rule 144A under the Securities Act. Prospective purchasers are hereby notified that sellers of the Notes may be relying on the exemption from the provisions of Section 5 of the Securities Act provided by Rule 144A.

Purchasers of Definitive IAI Registered Notes (as defined under “*Form of the Notes – Registered Notes*”) will be required to execute and deliver an IAI Investment Letter (as defined under “*Terms and Conditions of the Notes*”). Each purchaser or holder of Definitive IAI Registered Notes, Notes represented by a Rule 144A Global Note or any Notes issued in registered form in exchange or substitution therefor (together **Legended Notes**) will be deemed, by its acceptance or purchase of any such Legended Notes, to have made certain representations and agreements intended to restrict the resale or other transfer of such Notes as set out in “*Subscription and Sale and Transfer and Selling Restrictions*”. Unless otherwise stated, terms used in this paragraph have the meanings given to them in “*Form of the Notes*”.

AVAILABLE INFORMATION

To permit compliance with Rule 144A in connection with any resales or other transfers of Notes that are “restricted securities” within the meaning of the Securities Act, the Issuer has undertaken in a deed poll dated 17th July, 2025 (as amended, restated or replaced from time to time, the **Deed Poll**) to furnish, upon the request of a holder of such Notes or any beneficial interest therein, to such holder or to a prospective purchaser designated by them, the information required to be delivered under Rule 144A(d)(4) under the Securities Act if, at the time of the request, any of the Notes remain outstanding as “restricted securities” within the meaning of Rule 144(a)(3) of the Securities Act and the Issuer is neither a reporting company under Section 13 or 15(d) of the U.S. Securities Exchange Act of 1934, as amended (the **Exchange Act**), nor exempt from reporting pursuant to Rule 12g3-2(b) thereunder.

SERVICE OF PROCESS AND ENFORCEMENT OF CIVIL LIABILITIES

The Issuer is a corporation organised under the laws of Spain. All or most of the officers and directors of the Issuer named herein reside outside the United States and all or a substantial portion of the assets of the Issuer and of such officers and directors are located outside the United States. As a result, it may not be possible for investors to effect service of process outside Spain upon the Issuer or such persons, or to enforce judgments against them obtained in courts outside Spain predicated upon civil liabilities of the Issuer or such directors and officers under laws other than the laws of Spain, including any judgment predicated upon United States federal securities laws.

STABILISATION

In connection with the issue of any Tranche of Notes, the Dealer or Dealers (if any) acting as the Stabilisation Manager(s) (or persons acting on behalf of any Stabilisation Manager(s)) may over-allot Notes or effect transactions with a view to supporting the market price of the Notes of the Series (as defined below) of which such Tranche forms part at a level higher than that which might otherwise prevail. However, stabilisation may not necessarily occur. Any stabilisation action may begin on or after the date on which adequate public disclosure of the final terms of the offer of the relevant Tranche of Notes is made and, if begun, may cease at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Tranche of Notes and 60 days after the date of the allotment of the relevant Tranche of Notes. Any stabilisation action or over-

allotment must be conducted by the relevant Stabilisation Manager(s) (or person(s) acting on behalf of any Stabilisation Manager(s)) in accordance with all applicable laws and rules.

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OVERVIEW OF THE PROGRAMME

The following overview does not purport to be complete and is taken from, and is qualified in its entirety by, the remainder of this Offering Circular and, in relation to the terms and conditions of any particular Tranche of Notes, the applicable Final Terms. This overview constitutes a general description of the Programme for the purposes of Article 25(1) of Commission Delegated Regulation (EU) No. 2019/980 (as amended). Words and expressions defined in “Form of the Notes” and “Terms and Conditions of the Notes” shall have the same meanings in this overview.

Description:	Global Medium Term Note and Covered Bond Programme
Issuer:	Banco Bilbao Vizcaya Argentaria, S.A. (BBVA)
Issuer Legal Entity Identifier (LEI):	K8MS7FD7N5Z2WQ51AZ71
Arranger:	UBS Europe SE
Dealers:	Banco Bilbao Vizcaya Argentaria, S.A. Barclays Bank Ireland PLC BNP PARIBAS BofA Securities Europe SA Citibank Europe plc Citigroup Global Markets Europe AG Commerzbank Aktiengesellschaft Crédit Agricole Corporate and Investment Bank Deutsche Bank Aktiengesellschaft Goldman Sachs Bank Europe SE HSBC Continental Europe ING Bank N.V. J.P. Morgan SE Morgan Stanley Europe SE NATIXIS NatWest Markets N.V. Nomura Financial Products Europe GmbH RBC Capital Markets (Europe) GmbH RBC Capital Markets, LLC RBC Europe Limited Société Générale UBS Europe SE UniCredit Bank GmbH Wells Fargo Securities Europe S.A. Wells Fargo Securities, LLC and any other Dealers appointed in accordance with the Programme Agreement.
Certain Restrictions:	Each issue of Notes denominated in a currency in respect of which particular laws, guidelines, regulations, restrictions or reporting requirements apply will only be issued in circumstances which comply with such laws, guidelines, regulations, restrictions or reporting requirements from time to time (see “ <i>Subscription and Sale and Transfer and Selling Restrictions</i> ”).

OVERVIEW OF THE PROGRAMME

Principal Paying Agent and Exchange Agent:	Deutsche Bank AG, London Branch
Euro Registrar:	Deutsche Bank Luxembourg S.A.
U.S. Registrar and Paying Agent:	Deutsche Bank Trust Company Americas
Programme Size:	Up to €40,000,000,000 (or its equivalent in other currencies calculated as described in the Programme Agreement) outstanding at any time. The Issuer may increase the amount of the Programme in accordance with the terms of the Programme Agreement.
Distribution:	Notes may be distributed by way of private or public placement, subject to the restrictions set out under “ <i>Subscription and Sale and Transfer and Selling Restrictions</i> ” below, and in each case on a syndicated or non-syndicated basis.
Currencies:	Subject to any applicable legal or regulatory restrictions, any currency agreed between the Issuer and the relevant Dealer.
Maturities:	Notes may be issued with: (a) any maturity greater than one month in the case of Senior Preferred Notes; (b) a minimum original maturity of one year in the case of Senior Non-Preferred Notes and Senior Subordinated Notes and, if intended to qualify as eligible liabilities of the Issuer or the Group for the purposes of Article 45 of the BRRD (as implemented in Spain and including any amendment or replacement of the relevant implementing provisions), Senior Preferred Notes, or such other minimum or maximum maturity as may be permitted or required from time to time by the Applicable Banking Regulations; and (c) a minimum original maturity of five years in the case of Tier 2 Subordinated Notes, or such other minimum or maximum maturity as may be permitted or required from time to time by Applicable Banking Regulations, each as indicated in the applicable Final Terms. Notes may otherwise be issued with such other minimum or maximum maturity as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the relevant Specified Currency. As at the date of this Offering Circular, there is no minimum or maximum maturity requirement in the case of Covered Bonds.
Extendable Obligation for Covered Bonds:	The applicable Final Terms may also provide that if any of the triggering circumstances for an extension of maturity set forth in Article 15.2 of Royal Decree-Law 24/2021 occurs the Issuer's obligations to pay the Final Redemption Amount of the applicable Series of Covered Bonds on their Maturity Date may be deferred until the Extended Final Maturity Date (as set out in the applicable Final

Terms (the **Extended Final Maturity Date**)), provided that the Issuer and/or the special cover pool monitor have received approval from the Bank of Spain for the extension of the Maturity Date of such Series and all other prerequisite requirements for such extension have been met. Interest will continue to accrue on any unpaid amount and will be payable on each Interest Payment Date falling after the Maturity Date up to (and including) the Extended Final Maturity Date on the basis set out in the applicable Final Terms.

Issue Price:

Notes may be issued at an issue price which is at par or at a discount to, or premium over, par.

Form of Notes:

The Notes may be MTNs or Covered Bonds and, in either case, will be issued in either bearer or registered form and may be issued in NGN form as described in “*Form of the Notes*”. Notes issued in registered form may be held under the New Safekeeping Structure for registered global securities (the **NSS**) as described in “*Form of the Notes*”. Registered Notes will not be exchangeable for Bearer Notes and *vice-versa*.

Fixed Rate Notes:

Fixed interest will be payable on such date or dates as may be agreed between the Issuer and the relevant Dealer and on redemption and will be calculated on the basis of such Day Count Fraction as may be agreed between the Issuer and the relevant Dealer.

Fixed Reset Notes:

The interest rate on Fixed Reset Notes will reset on each Reset Date by reference to the relevant Reset Margin and Mid-Swap Rate.

Floating Rate Notes:

Floating Rate Notes will bear interest at a rate determined on the basis of the reference rate set out in the applicable Final Terms.

The margin (if any) relating to such floating rate will be agreed between the Issuer and the relevant Dealer for each Series of Floating Rate Notes.

Floating Rate Notes may also have a maximum interest rate, a minimum interest rate or both.

Interest on Floating Rate Notes in respect of each Interest Period, as agreed prior to issue by the Issuer and the relevant Dealer, will be payable on such Interest Payment Dates, and will be calculated on the basis of such Day Count Fraction, as may be agreed between the Issuer and the relevant Dealer.

Benchmark Discontinuation:

On the occurrence of a Benchmark Event, the Benchmark Calculation Agent may, subject to certain conditions, in accordance with Condition 4(d) and without any separate consent or approval of the Noteholders, determine a Successor Rate, failing which an Alternative Rate and, in either case, an Adjustment Spread, if any, and any Benchmark Amendments.

Zero Coupon Notes:

Zero Coupon Notes (with a maturity of less than 12 months) will be offered and sold at a discount to their nominal amount and will not bear interest.

Redemption:

The applicable Final Terms will indicate either that the relevant Notes cannot be redeemed prior to their stated maturity (other than upon the occurrence of a Tax Event or following an Event of Default or upon the occurrence of an Eligible Liabilities Event (other than in the case of Senior Preferred Notes where (i) Eligible Liabilities Event has been specified as not applicable in the applicable Final Terms and/or (ii) Additional Events of Default has been specified as applicable in the applicable Final Terms) or, in the case of Tier 2 Subordinated Notes, upon the occurrence of a Capital Event) or that such Notes will be redeemable at the option of the Issuer and/or, except in the case of Tier 2 Subordinated Notes, the Noteholders. The terms of any such redemption, including notice periods, any relevant conditions to be satisfied and the relevant redemption dates and prices will be indicated in the applicable Final Terms.

Notes may be redeemed prior to their original maturity only in compliance with Applicable Banking Regulations (as defined in Condition 3(e)) then in force and, with the consent of the Regulator, if required. See Conditions 6(b) to 6(e).

Substitution and Variation:

If an Eligible Liabilities Event, a Capital Event or a Tax Event, as applicable, occurs and is continuing, the Issuer may, without any separate consent or approval of the Noteholders, substitute or modify the terms of the Notes, including changing the governing law of the Notes, provided that any variation in the terms of the Notes resulting from such substitution or modification is not materially prejudicial to the interests of the Noteholders, so that the Notes once again become or remain Qualifying Notes. See Condition 15(b).

Denomination of Notes:

The Notes will be issued in such denominations as may be agreed between the Issuer and the relevant Dealer save that the minimum denomination of each Note will be such amount as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the relevant Specified Currency and save that the minimum denomination of each Note will be €100,000 (or if the Notes are denominated in a currency other than euro, the equivalent amount in such currency).

Unless otherwise stated in the applicable Final Terms, the minimum denomination of each Definitive IAI Registered Note will be USD200,000 or its approximate equivalent in other Specified Currencies.

Taxation:

Save as set out below, all payments in respect of the Notes will be made without deduction for or on account of withholding taxes imposed by Spain as provided in Condition 7. In the event that any such deduction is made, the Issuer will, save in certain limited circumstances provided in Condition 7, be required to pay additional amounts to cover the amounts so deducted.

According to RD 1065/2007, the Issuer is not obliged to withhold any tax amount provided that the simplified information procedures (which do not require identification of the Noteholders) are complied with by the relevant Paying Agent, as described in “*Taxation – Tax Reporting Obligations of the Issuer*”.

For further information regarding the interpretation of RD 1065/2007 please refer to “*Risk Factors – Spanish tax rules*”.

For further details, see “*Taxation*” below.

Cross Default:	The terms of the Notes will not contain any cross-default provision.
Negative Pledge:	The terms of the Notes will not contain a negative pledge provision.
Additional Events of Default:	The terms of Senior Preferred Notes will only contain the Additional Events of Default as provided in Condition 9(b) if so specified in the applicable Final Terms.
Status of the MTNs:	The MTNs may be either Senior Notes or Subordinated Notes. Senior Notes may be either Senior Preferred Notes or Senior Non-Preferred Notes. Subordinated Notes may be either Senior Subordinated Notes or Tier 2 Subordinated Notes. See Condition 3.
Status of the Covered Bonds:	The Covered Bonds and any relative Coupons shall constitute direct, unconditional and unsubordinated obligations of the Issuer and rank <i>pari passu</i> without any preference among themselves or among other Series of Covered Bonds of the same type (whether Mortgage Covered Bonds, Public Sector Covered Bonds or Internationalisation Covered Bonds), including in respect of the applicable Cover Pool. The holders of Covered Bonds shall have the status of ‘creditors with special preference’ (<i>acreedores preferentes</i>) in respect of the assets in the applicable Cover Pool from time to time in accordance with articles 1922.8º and 1923.6º, as applicable, of the Spanish Civil Code and upon insolvency of the Issuer, holders of Covered Bonds shall be accorded special privilege status pursuant to Article 270.7 of the Insolvency Law (as defined in Condition 3(e)). To the extent that claims in relation to the Covered Bonds are not fully satisfied from the assets in the applicable Cover Pool, the residual claims of holders of the Covered Bonds will rank <i>pari passu</i> with the claims of unsubordinated and unsecured creditors of the Issuer (including Senior Preferred Obligations), and in priority to the claims of creditors in respect of all Senior Non-Preferred Obligations and subordinated obligations. See Condition 3 and “ <i>Overview of the Spanish Legislation Regarding Covered Bonds</i> ”
Substitution of the Issuer:	The terms and conditions of the Notes will contain provisions allowing for the substitution of the Issuer as principal debtor, without any separate consent or approval of the Noteholders, as more fully described in Condition 17.
Rating:	The Senior Preferred Notes issued under the Programme have been rated A+ by S&P, A2 by Moody’s and A by Fitch. The Senior Non-Preferred Notes issued under the Programme have been rated A- by S&P, Baa1 by Moody’s and A- by Fitch. The Subordinated Notes issued under the Programme have been rated BBB+ by S&P and Baa1 by Moody’s. Certain Series of Covered Bonds issued under the Programme will be rated by Moody’s and DBRS. The Programme has Series of Notes issued that may be rated or unrated. Where a Series of Notes is rated, such rating will be disclosed in the applicable Final Terms. A security rating is not a recommendation to buy, sell or hold

OVERVIEW OF THE PROGRAMME

securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.

Listing:

Application has been made for Notes issued under the Programme to be listed on Euronext Dublin.

Governing Law:

The terms and conditions of the Notes and any non-contractual obligations arising out of or in connection with the Notes will be governed by, and shall be construed in accordance with, either English law or Spanish law as specified in the applicable Final Terms. In the case of Notes governed by English law, the provisions of Conditions 3 and 20 (and any non-contractual obligations arising out of or in connection with them) will be governed by, and shall be construed in accordance with, Spanish law. The Notes will be issued in accordance with the formalities prescribed by Spanish law.

Selling Restrictions:

There are restrictions on the distribution of this Offering Circular and the offer or sale of Notes in the United States, the EEA, Spain, Belgium, Hong Kong, the Republic of Italy, Japan, the PRC, Singapore, Switzerland, the UK and such other restrictions as may be required in connection with the offering and sale of a particular Tranche of Notes (see “*Subscription and Sale and Transfer and Selling Restrictions*”).

RISK FACTORS

In purchasing Notes, investors expose themselves to the risk that the Issuer may become insolvent, subject to early intervention or resolution, or otherwise be unable to make all payments due in respect of the Notes. There is a wide range of factors which individually or together could result in the Issuer becoming unable to make all payments due in respect of the Notes. The Issuer may not be aware of all relevant factors and certain factors which the Issuer currently deems not to be material may become material as a result of the occurrence of events outside the Issuer's control. The Issuer believes that the factors described below represent the principal factors which could materially adversely affect its businesses and ability to make payments due under the Notes. In addition, factors which are material for the purpose of assessing the market risks associated with Notes issued under the Programme are also described below.

Only risks which are specific to the Issuer and the Group or the Notes are included herein as required by the Prospectus Regulation. Additional risks and uncertainties relating to the Issuer or the Group that are not currently known to the Issuer or that the Issuer currently deems immaterial or that apply generally for the banking industry that have not accordingly been included herein may individually or cumulatively also have a material adverse effect on the business, financial condition and results of operations of the Issuer or the Group and, if any such risk does occur, the price or value of the Notes may decline and investors could lose all or part of their investment.

Prospective investors should also read the detailed information set out elsewhere in, or incorporated by reference into, this Offering Circular and reach their own views prior to making any investment decision.

Unless otherwise stated, terms used in this section have the meanings given to them in “Regulatory Framework”.

FACTORS THAT MAY AFFECT THE ISSUER’S ABILITY TO FULFIL ITS OBLIGATIONS IN RESPECT OF NOTES ISSUED UNDER THE PROGRAMME

Macroeconomic and Geopolitical Risks

A deterioration in economic or political conditions in the countries where the Group operates could have a material adverse effect on the Group’s business, financial condition and results of operations

The Group is sensitive to the deterioration of economic conditions and the alteration of the institutional environment of the countries in which it operates, and is exposed to sovereign debt, particularly in Spain, Mexico and Türkiye, which respectively represented 53.0 per cent., 20.8 per cent. and 10.5 per cent. of the Group’s assets as of 31st March, 2026 (53.3 per cent., 21.2 per cent. and 10.6 per cent. as of 31st December, 2025, respectively, and 53.3 per cent., 21.8 per cent. and 10.7 per cent. as of 31st December, 2024, respectively).

The global economy is undergoing significant changes, due in part to the policies of the U.S. administration, and, more recently, the conflict in Iran. Uncertainty surrounding their consequences is exceptionally high, substantially increasing geopolitical, economic, and financial risks.

Tensions in the Middle East have recently led to increases in prices of oil, gas, and energy-intensive goods. A prolonged escalation of such tensions may result in further volatility or sustained increases in global energy prices, generate strong inflationary pressures, increase financial volatility, and weigh on economic growth, potentially contributing to a global economic slowdown, and constraining the policy space of major central banks. This is compounded by the continuation of the conflict in Ukraine and the potential reactivation of other geopolitical flashpoints, such as Greenland, or recent developments in Latin America linked to possible interventions by the U.S. administration. In response to these risks and to changes in U.S. foreign policy, the European Union has taken steps to increase military spending, which could support growth but also add upward pressure on inflation and interest rates in the region.

RISK FACTORS

The increase in U.S. tariffs on imports from its trading partners has also triggered financial market volatility, reinforcing global-wide risks. High uncertainty regarding the final level and duration of these tariffs could negatively impact the global economy, worsening the macroeconomic environment. As a result of adopted or announced tariffs, global growth could decelerate significantly.

While fiscal and monetary policies could partially offset the effects of global protectionism, notably in the Eurozone, where significant public spending increases have been announced, the impact of higher U.S. tariffs could be amplified by the adoption of retaliatory measures by other countries, sustained uncertainty, weakened confidence, and financial volatility, among other factors.

Rising tariffs also increase the risk of inflation in the United States and the Eurozone, which could further slow private demand and, at the same time, constrain the ability of the FRBNY and the ECB to lower rates if warranted by activity.

Beyond import tariffs, tighter controls on migration flows could also affect the labour market in the United States, add to inflationary pressures, and weigh on economic growth. The U.S. administration's fiscal, monetary, regulatory, industrial, and foreign policies, could likewise contribute to financial and macroeconomic volatility. This is compounded by concerns that the FRBNY's independence in decision-making may be weakened by political considerations.

Amid growing uncertainty surrounding U.S. policies and the widening fiscal deficit, the U.S. risk premium could continue to rise, pushing up long-term sovereign yields and further weakening the U.S. dollar. These developments could trigger episodes of volatility, especially given the high public debt levels in both developed and emerging economies. Additionally, the relatively high valuations of artificial intelligence (AI) related assets constitute an additional source of uncertainty, with potential implications in the financial markets.

Overall, rising global geopolitical tensions increase uncertainty around the outlook for the world economy and the likelihood of economic and financial disruptions, including an economic recession.

The Group is exposed, among others, to the following general risks related to the economic and institutional environment in the countries where it operates: a deterioration in economic activity, including potential recession scenarios; inflationary pressures that could lead to tightening of monetary conditions; stagflation triggered by intense or prolonged supply shocks, including as a result of protectionist escalation or a sharp rise in oil and gas prices; exchange rate volatility; adverse developments in real estate markets; changes in the institutional environment of the countries where the Group operates, which could lead to sudden and pronounced GDP contractions and/or shifts in regulatory or government policy, including capital controls, dividend restrictions, or the imposition of new taxes or levies; high levels of public debt or external deficits, which could lead to sovereign credit rating downgrades or even defaults or debt restructurings; the impact of policies adopted by the current U.S. administration, around which significant uncertainty remains; and episodes of financial market volatility, such as those seen recently, that could result in significant losses for the Group.

In Spain, political, regulatory, and economic uncertainty may have a negative impact on activity. In Mexico, there is considerable uncertainty regarding the impact of recently approved constitutional reforms, as well as the policies of the U.S. administration and the outcome of the review of the United States – Mexico – Canada free trade agreement. In Türkiye, despite the gradual improvement in macroeconomic conditions, the situation remains relatively unstable, marked by pressure on the Turkish lira, high inflation, a significant trade deficit, relatively low central bank foreign exchange reserves, and high external financing costs. Recent political and social tensions could also trigger new episodes of financial volatility and macroeconomic risks. Moreover, uncertainty remains over the final impact on Türkiye of the geopolitical situation in the Middle East. In South America, ongoing and potential interventionist actions by the United States in some of the countries in the continent constitute a significant source of risk. In Argentina, despite the improved prospects for the economy following significant fiscal, monetary and exchange rate adjustments, the risk of economic and financial turmoil persists. Lastly, in Colombia and Peru, extreme climate-related factors, political tensions, and a deterioration of public finances could weigh on economic performance.

Any of these factors may have a significant adverse effect on the Group's business, financial condition and results of operations.

RISK FACTORS

Political, economic and social conditions in any of Spain, Mexico and Türkiye may have a material adverse effect on the Group's business, financial condition and results of operations

The Group has historically carried out its lending activity mainly in Spain, which continues to be its primary business area. In addition, the Group is significantly exposed to Mexico and Türkiye. As of 31st December, 2025, total risk in financial assets in Spain, Mexico and Türkiye amounted to €252,299 million, €163,059 million and €68,309 million, respectively, equivalent to 33.0 per cent., 21.0 per cent. and 9.0 per cent., respectively, of the Group's total risk in financial assets. The Group's gross exposure to loans and advances to customers in Spain, Mexico and Türkiye totaled €261,536 million, €100,699 million and €55,756 million, respectively, as of 31st December, 2025, representing 55.0 per cent., 21.0 per cent. and 12.0 per cent., respectively, of the Group's total amount of loans and advances to customers.

Given the significance of the Group's exposure to each of Spain, Mexico and Türkiye, any adverse change affecting political, economic and social conditions in any such country could have a material adverse effect on the Group's business, financial condition and results of operations.

Business Risks

The Group's businesses are subject to inherent risks concerning counterparties' credit quality and the value of collateral

The total maximum credit risk exposure of the Group (calculated as set forth in Note 7.2.2 to the 2025 Consolidated Financial Statements) as of 31st March, 2026 was €1,174,412 million (€1,104,820 million and €972,990 million as of 31st December, 2025 and 2024, respectively). The Group has exposures to many different products and counterparties, and the credit quality of its exposures can have a significant effect on the Group's earnings. Adverse changes in the credit quality of the Group's counterparties (including borrowers), or any adverse changes in the value of collateral they may have provided, may reduce the value of the Group's assets, and materially increase the Group's write-downs and loss allowances. Credit risk can be affected by a range of factors, including an adverse economic environment, a decrease in consumption or corporate or government spending, changes in the credit sovereign rating or in the rating of individual contractual counterparties, their debt levels and the environment in which they operate, increased unemployment, higher commodity prices (especially of energy commodities), reduced asset values (including as a result of natural disasters), increased retail or corporate insolvency levels, litigation and legal and regulatory developments. Credit risk may also be significantly affected by changes in interest rates (as well as the timing, magnitude and pace of these changes).

While interest rates have begun to decrease in certain countries, they remain relatively high, and the persistence of relatively high interest rates or any increase in interest rates in the future may lead to a deterioration of the Group's non-performing loan (NPL) ratio and an increase in the Group's risk-weighted assets (RWAs). See "*The Group's business is particularly vulnerable to interest rates*".

In recent years, the Group's NPL ratio (as defined in the section entitled "Alternative Performance Measures (APMs)" of the Consolidated Management Report 2025 included in the 2025 Report (as defined in "*Documents Incorporated by Reference*" below) and which was 2.6 per cent., 2.7 per cent. and 3.0 per cent. as of 31st March, 2026, 31st December, 2025 and 31st December, 2024, respectively) has remained relatively stable. The Group's coverage ratio (as defined in the section entitled "Alternative Performance Measures (APMs)" of the Consolidated Management Report 2025 included in the 2025 Report) stood at 86 per cent., 85 per cent. and 80 per cent. as of 31st March, 2026, 31st December, 2025, 31st December, 2024, respectively. See "*The Group's business is particularly vulnerable to interest rates*".

The impact of an increase in default rates on the Group will depend on its magnitude, timing and pace, and could be significant. Furthermore, it is possible that the Group has incorrectly assessed the creditworthiness or willingness to pay of its counterparties, that it has underestimated the credit risks and potential losses inherent in its credit exposure, that it has made insufficient provisions for such risks in a timely manner and that it has overestimated the extent to which it may be able to recover certain debts, including aged NPLs.

RISK FACTORS

The processes involved in making such assessments, which have a crucial impact on the Group's results and financial condition, require difficult, subjective and complex calculations, including forecasts of the impact that macroeconomic conditions could have on these counterparties. In particular, the Group's estimates of losses derived from its exposure to credit risk may prove to be inadequate or insufficient in the current environment of economic uncertainty, which could affect the adequacy of the provisions for insolvencies provided by the Group. An increase in non-performing or low-quality loans could significantly and adversely affect the Group's business, financial condition and results of operations.

Furthermore, a deterioration of economic conditions typically results in a decrease in the price of real estate assets. The Group remains significantly exposed to the real estate market, mainly in Spain and, to a lesser extent, Mexico, due to the fact that many of its loans are secured by real estate assets and due to the significant volume of real estate assets that it maintains on its balance sheet. A fall in the price of real estate assets in a particular region would reduce the value of any real estate securing loans granted by the Group in such region and, therefore, in the event of default, the amount of the expected losses related to such loans would increase. Further, a fall in real estate prices could have a material adverse effect on the default rates of the Group's residential mortgage and real estate developer credit portfolios.

The balance of the Group's residential mortgage portfolio at a global level was €99,606 million as of 31st December, 2025 (€94,577 million and €93,358 million as of 31st December, 2024 and 2023, respectively). Further, the Group's corporate credit portfolios include real estate developers and constructors. As of 31st December, 2025, and 31st December, 2024, the Group's exposure to the construction and real estate sectors (excluding the mortgage portfolio) in Spain was equivalent to €10,602 million and €9,600 million, respectively, of which €2,314 million and €2,207 million, respectively, corresponded to loans for construction and development activities in Spain (representing 1.2 per cent., of the Group's loans and advances to customers in Spain (excluding the public sector) and 0.3 per cent. of the Group's consolidated assets as of 31st December, 2025). The total real estate exposure (excluding the mortgage portfolio), including developer credit and foreclosed assets had a coverage ratio of 18.0 per cent. and 24.0 per cent., respectively, in Spain as of 31st December, 2025 and 31st December, 2024, respectively. Any decrease in the value of collateral will adversely affect the Group's potential losses upon an event of default.

In addition, the Group is directly and indirectly exposed to the private equity and private credit sectors. Private market funds, to which the Group provides credit, are playing an increasingly important role in financial intermediation. While the Group monitors its exposure to private market funds, it remains at risk both from direct exposure and contagion and systemic risk, which could materially increase its write-downs and allowances for impairment losses.

The Group's business is particularly vulnerable to interest rates

The Group's results of operations are substantially dependent upon the level of its net interest income, which is the difference between interest income from interest-earning assets and interest expense on interest-bearing liabilities. Changes in market interest rates often affect the Group's interest-earning assets differently from the Group's interest-bearing liabilities. This, in turn, may lead to a reduction in the Group's net interest margin, which could have a material adverse effect on its results. Moreover, changes in interest rates may affect the Group's credit risk exposure.

Interest rates are highly sensitive to many factors beyond the Group's control, including fiscal and monetary policies of governments and central banks, regulation of the financial sector, domestic and international economic and political conditions and other factors. The Group's results of operations have been positively affected by the increases in interest rates adopted by central banks in recent years in an attempt to tame inflation, contributing to a rise in net interest income that exceeded the corresponding rise in funding costs. Interest rates have begun to decline in most of the regions in which BBVA is present (including the Eurozone and the United States) driven by the central banks' monetary policies in response to easing inflationary pressures. However, interest rates remain relatively high compared to prior years. The continued prevalence of relatively high interest rates or any increase in interest rates in the future could adversely affect the Group by reducing the demand for credit, limiting its ability to generate credit for its clients and/or increasing the default rate of its counterparties (including borrowers). In particular, the repayment capacity of loans tied to variable interest rates

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is more sensitive to changes in interest rates. As of 31st December, 2025, and 31st December, 2024, 45.0 per cent. and 45.6 per cent., respectively, of the Group's gross exposure to loans and advances to customers with maturity greater than one year had floating-interest rates. Changes in interest rate policies may be implemented at a different pace across regions and it is possible that such policies could be accelerated or reversed based on various factors, such as inflation, economic growth or financial stability concerns among other considerations.

With regard to the risk of variation in the market value of assets and liabilities, as of 31st December, 2025, the average value at risk (**VaR**) was €33 million. By type of market risk assumed by the Group's trading portfolio, the main risk for the Group continues to be linked to interest rates, representing 69 per cent. of the total at the end of 2025 (including spread risk), which is a decrease of 11 percentage points in relative weight compared to the end of 2024. On the other hand, the exchange risk represents 17 per cent. at the end of 2025 (11 per cent. as of 31st December, 2024, which is an increase of 6 percentage points), while variable income risk and volatility and correlation risk represented 13 per cent. at the end of 2025 and 11 per cent. at the end of 2024. As of 31st December, 2025, the VaR balance was €29 million (€34 million corresponding to interest and spread risk, €9 million corresponding to exchange rate risk, €1 million corresponding to equity risk, €5 million corresponding to volatility risk and -€20 million of diversification effect).

As a result of the foregoing, the evolution of interest rates could have a material adverse effect on the Group's business, financial condition and results of operations.

The Group faces increasing competition and is exposed to a changing business model

The markets in which the Group operates are highly competitive and it is expected that this trend will continue in the coming years with the increasing entry of non-bank competitors (some of which have large client portfolios and strong brand recognition) and the emergence of new business models, including digital-only banks and other non-bank providers operating without physical branch networks. The financial sector continues to evolve through digital distribution, data-driven innovation, AI and the entry of new players into activities previously controlled by financial institutions. Although the Group is making efforts to adapt to these changes through its digital transformation, its competitive position is also affected by some regulatory asymmetries that benefit non-bank operators. For example, banking groups are subject to prudential regulations that have implications for most of their businesses, including those in which they compete with non-bank operators (such as FinTechs or BigTechs) that are subject only to regulations specific to the activity they develop or that benefit from loopholes in the regulatory environment. For instance, when banking entities such as the Group carry out financial activities through the use of new technologies, they are generally subject to additional regulations that place them at a competitive disadvantage.

Moreover, the widespread adoption of new technologies, including AI, cloud computing, advanced data analytics, digital assets (including stablecoins and other crypto-assets) and alternative payment systems that do not use the banking system, could erode or disintermediate parts of the Group's business or require the Group to make substantial investments to modify or adapt existing products and services, including its mobile and internet banking capabilities. Likewise, the increasing use of these new technologies and mobile banking platforms could have an adverse impact on the Group's investments in facilities, equipment and employees. The Group has already been adapting its commercial network and workforce to a more digital operating model and may need to continue doing so, which could result in significant restructuring, technology and execution costs. In addition, the trend towards the consolidation in the banking industry has created larger banks with which the Group must compete. Any failure by the Group to adapt to its competitive environment or failure to implement any necessary changes to its business model efficiently or on a timely basis could have a material adverse impact on the Group's competitive position or otherwise have a material adverse effect on the Group's business, financial condition and results of operations.

The future success of the Group depends, in part, on its ability to use technology to provide suitable products and services for customers and adequately manage information technology (**IT**) obsolescence. While the Group has focused on developing its technological capabilities in recent years and is committed to digitisation, its ability to capture the benefits of emerging technologies and otherwise compete successfully is likely to be adversely affected by, on the one hand, the existing uneven playing field between banks and non-bank players, and on the other hand, the increasing relevance of access to digital data and interactions for customer

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relationship management, which places digital platforms at an advantage. Digital platforms (such as those maintained by large technology or social media companies, and FinTechs) increasingly dominate access to data and control over digital interactions, and are already eroding the Group's results in highly relevant markets such as payments. These platforms can leverage their advantage in access to data to compete with the Group in other markets and could reduce the Group's operations and margins in its core businesses such as lending or wealth management. In the event that the Group is not successful in addressing increasing competition, its business, financial condition and results of operations could be materially and adversely affected.

The Group faces risks derived from its international geographic diversification and its significant presence in emerging countries, which exposes it to heightened political risks

The Group is made up of commercial banks, insurance companies and other financial services companies in various countries and its performance as a global business depends on its ability to manage its different businesses under various economic, social and political conditions, as well as different legal and regulatory requirements (including, among others, different supervisory regimes and different tax and legal regimes related to the repatriation of funds or the nationalisation or expropriation of assets). In addition, the Group's international operations may be exposed to risks and challenges to which its local competitors may not be exposed, such as currency risk, the difficulty of managing or supervising a local entity from abroad, political risks (which could affect only foreign investors) or limitations on the distribution or repatriation of dividends, thus worsening its position compared to that of local competitors.

There can be no guarantee that the Group will be successful in developing and implementing policies and strategies in all of the countries in which it operates, some of which have experienced significant economic, political and social volatility in recent decades. In particular, the Group has a significant presence in several emerging countries, particularly in Mexico and in Türkiye (see "*A deterioration in economic or political conditions in the countries where the Group operates could have a material adverse effect on the Group's business, financial condition and results of operations*"), and is therefore vulnerable to any deterioration in economic, social or political conditions in these countries. Further, the Group has significant operations in South America.

Generally, emerging economies face higher anti-money laundering and other compliance risks as a result of greater political instability, higher levels of corruption, weaker governance structures and fewer financial and technical resources dedicated to enforcement. Further, emerging markets are generally affected by the conditions of other related markets and by the evolution of global financial markets in general (they may be affected, for example, by the evolution of GDP and interest rates in the United States and the exchange rate of the U.S. dollar), as well as by fluctuations in the prices of commodities. The risks associated with investing in emerging economies, in general, or in emerging markets where the Group operates, in particular, could trigger capital outflows from those economies and adversely affect such economies and therefore the Group. Moreover, emerging countries are more prone to experiencing significant changes in inflation and volatility in exchange rates, which may have a material impact on the Group's results of operations, assets (including RWAs) and liabilities. In Türkiye, for example, inflation was 30.9 per cent. for the year ended December 2025 (according to the Turkish Statistical Institute, TUIK) and the Turkish lira depreciated 27.2 per cent. against the euro as of 31st December, 2025 compared to 31st December, 2024.

The Group's operations in emerging countries are also exposed to heightened political risks, such as changes in governmental policies, expropriation, nationalisation, interest rate limits, exchange controls, capital controls, government restrictions on dividends or bank fees and adverse tax policies. For example, the repatriation of dividends from BBVA's Venezuelan, Argentinian and Turkish subsidiaries is subject to certain restrictions and there is no assurance that these restrictions will be lifted in the future, or that further restrictions will not be imposed. Since BBVA's ability to pay dividends depends, in part, on the receipt of dividends from its subsidiaries, such restrictions may affect, in turn, BBVA's ability to pay dividends.

ESG (as defined below) risks (see "*Environmental, social and governance (ESG) risks may adversely impact the Group*") may also be higher in the emerging markets where the Group operates as a result of, among other things, more limited resources and capital for ESG investment, lack of comprehensive and reliable data on ESG

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practices, resource dependency that may lead to unsustainable practices that are at odds with ESG initiatives and underdeveloped or inconsistently enforced regulatory frameworks.

If the Group failed to adopt effective and timely policies and strategies in response to the risks and challenges it faces in each of the regions where it operates, particularly in emerging countries, the Group's business, financial condition and results of operations could be materially and adversely affected.

Environmental, social and governance (ESG) risks may adversely impact the Group

ESG factors present risks associated with (i) climate change, including physical risks and transition risks (linked, among others, to changes in regulations, technologies, and market preferences associated with the transition to a less carbon-dependent economy); (ii) other environmental factors, such as biodiversity loss, water stress and other nature-related factors; (iii) social factors, such as human rights, inclusion, diversity and workplace safety; and (iv) corporate governance matters, such as the governance of environmental and social risks.

ESG risks include short, medium and long-term risks that may adversely affect the Group and its customers or counterparties. ESG is an area of significant public debate and focus for governments and regulators, investors, the Group's customers and counterparties, and other stakeholders, and, as a result, ESG risks are expected to continue to evolve, and may increase, over time.

Among others, ESG risks include the following:

- *Physical risks:* The activities of the Group or those of its customers or counterparties could be adversely affected by the physical risks (including acute and chronic) arising from climate change or other environmental challenges. For example, extreme weather events and chronic shifts in the climate may damage or destroy properties and other assets of the Group or those of its customers or counterparties, make the insurance against certain risks more expensive or unfeasible, result in increased costs, or otherwise disrupt their respective operations (for example, if supply chains are disrupted as a result), diminishing – in the case of the Group's customers or counterparties – their repayment capacity and, if applicable, the value of assets granted as collateral to the Group. The Group is also exposed to potential long-term physical risks arising from climate change and other environmental challenges, such as any ensuing deterioration in economic conditions that results in credit-related costs, or potential impacts on the Group's assets and operations. The Group could also be required to change its business models in response to the foregoing.
- *Legal and regulatory risks:* The ESG legal and regulatory landscape is increasingly fragmented. While legislatures and regulatory authorities in many jurisdictions continue to impose extensive requirements for financial institutions to integrate ESG considerations into their risk management and reporting frameworks, others are taking a different approach, with regulatory developments moving in the opposite direction and a reduced emphasis on climate-related risk supervision, adding further complexity and uncertainty to the compliance environment. Legal and regulatory changes related to how banks consider and manage climate and other ESG risks, or otherwise, affecting banking practices or disclosure of information have resulted, and may continue to result, in higher compliance, operational and credit risks and costs. The Group's customers and counterparties may be exposed to similar legal and regulatory changes, increasing their own compliance and operational risks and costs. Further, legal and regulatory changes have resulted, and may continue to result, in legal uncertainty and the existence of overlapping or conflicting regulatory or other requirements. They may also give rise to regulatory asymmetries whereby some persons, including the Group and its customers and counterparties, are more heavily regulated than others, placing such persons at a disadvantage. The Group or its customers or counterparties may be unable to meet any new requirements on a timely basis or at all, including new product and service specifications, governance frameworks and practices and disclosure requirements and standards. The Group expects ESG-related legal and regulatory requirements to continue to evolve in the coming years. In the case of banks in particular, such evolving laws and regulations could include further requirements or restrictions related to lending, investing, capital and liquidity adequacy and operational resilience. The incorporation of ESG risks in the existing prudential framework is still developing and may result in increased risk weighting of certain assets. Moreover, there are significant

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risks and uncertainties inherent in the development of adequate risk assessment and modelling capabilities with respect to ESG-related matters and the collection and use of customer, third-party and other data, which may result in the Group's systems or frameworks (or those of its customers and counterparties, where applicable) being inadequate, inaccurate or based on incorrect or insufficient customer, third-party or other data, any of which could adversely affect the Group's disclosure and financial reporting. Further, increased and/or divergent regulation arising from climate change and other ESG-related challenges could result in increased litigation by different stakeholders (including non-governmental organisations (NGOs)) and regulatory investigations and actions.

- *Technological risks:* Certain of the Group's customers and counterparties may be adversely affected by the progressive transition to a low-carbon economy and/or risks and costs associated with new low-carbon technologies. If the Group's customers and counterparties fail to adapt to the transition to a low-carbon economy, or if the costs of doing so adversely affect their creditworthiness, this could adversely affect the Group's loan portfolios.
- *Market risks:* The Group and certain of the Group's customers and counterparties may be adversely affected by changes in market preferences due to, among other things, increased ESG concern, on the one hand, or an opposing sentiment, on the other. These changes could impact the demand for BBVA's products and services, as well as for those of BBVA's customers and counterparties, and investor interest in BBVA's securities. Further, the funding costs of businesses that are perceived to be more exposed to climate change or to other ESG-related risks could increase. Any of this could result in the reduced creditworthiness of such customers and counterparties, adversely affecting the Group's relevant loan portfolios. The Group and its customers and counterparties could also be adversely affected by changes in prices resulting from shifts in demand or supply brought by climate change or other ESG-related factors, including prices of energy and raw materials, or by their inability to foresee or hedge any such changes.
- *Reputational risks:* The perception of climate change and other ESG-related matters as a risk and an appropriate consideration in business and investment decisions, by society, shareholders, customers, governments and other stakeholders (including NGOs), continues to evolve, including in relation to the financial sector's activities. This may result in increased scrutiny of the Group's activities, as well as its ESG-related policies, goals, decisions, disclosures or communications. The Group's reputation and ability to attract or retain customers may be harmed if its response to concerns regarding ESG-related matters is deemed to be insufficient or inappropriate or if a perception is generated among the different stakeholders that the Group's statements, actions or disclosure do not fairly reflect the underlying sustainability profile of the Group, its products, services, goals and/or policies. At the same time, the Group may refrain from undertaking lending or investing activities or other services that would otherwise have been profitable in order to fulfill its ESG obligations or goals or to avoid reputational harm. Divergent views on ESG policies may also have a negative impact on the Group's reputation. Increased scrutiny of the Group's activities, as well as its ESG-related policies, goals, decisions, disclosures and communications, may result in litigation and investigations and supervisory actions (including potential greenwashing or greenhushing claims). The Group has disclosed certain aspirational ESG-related goals and such goals, which are being pursued over the long-term, and which may prove to be considerably more costly or difficult than currently expected, or even impossible, to achieve, including as a result of changes in regulation and policy, the pace of technological change and innovation and the actions of governments and the Group's customers and competitors. Potential greenwashing claims arising from ESG-related statements, disclosure and/or actions of the Group may also give rise to reputational risks.

Any of these factors may have a material adverse effect on the Group's business, financial condition and results of operations.

The outbreak and spread of a pandemic and other large-scale public health events could have a material adverse effect on the Group's business, financial condition and results of operations

Economic conditions in the countries in which the Group operates may be adversely affected by an outbreak of a contagious disease, which develops into a regional or global pandemic and other large scale public health

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events. The outbreak of a pandemic or another large-scale public health event may have an adverse material impact on the Group's business, financial condition and results of operations, including as a result of the exacerbation of any of the other risks described in this section. Furthermore, the measures that may be taken by governments, regulators and businesses to respond to any such pandemic or event may lead to slower or negative economic growth, supply disruptions, inflationary pressures and significant increases in public debt, and may also adversely affect the Group's counterparties (including borrowers), which may lead to increased loan losses. Such measures could also impact the business and operations of third parties that provide critical services to the Group, which may have an adverse material impact on the Group's business, financial condition and results of operations.

The Group faces risks related to its acquisitions and divestitures activity

The Group has acquired and sold several companies, assets and/or businesses over the past few years, and may acquire or sell additional companies, assets and/or businesses in the future.

The Group may not complete any ongoing or future transactions in a timely manner, on a cost-effective basis or at all and, if completed, they may not have the expected results.

If any acquisitions or divestitures are concluded, the Group's results of operations could be adversely affected by such acquisition or divestiture-related charges and contingencies. The Group may be subject to litigation in connection with, or as a result of, acquisitions or divestitures, including claims from terminated employees, customers or third parties. In the case of an acquisition, the Group may be liable for potential or existing litigation and claims related to an acquired business, including because either the Group is not indemnified for such claims or the indemnification is insufficient. Further, in the case of a divestiture, the Group may be required to indemnify the buyer in respect of similar or other matters, including claims against the divested entity or business.

In the case of an acquisition, even though the Group reviews the companies it plans to acquire, it is often not possible for these reviews to be complete in all respects, and there may be risks associated with unforeseen events or liabilities relating to the acquired companies, assets or businesses that may not have been revealed or properly assessed during the due diligence processes, resulting in the Group assuming unforeseen liabilities or an acquisition not performing as expected. In addition, acquisitions are inherently risky because of the difficulties that may arise in integrating people, operations and technologies. There can be no assurance that any of the companies, assets or businesses the Group acquires can be successfully integrated or that they will perform well once integrated. Furthermore, completion of any acquisition may constitute a breach or default under agreements or instruments of the company that is being acquired, or otherwise result in the acceleration of obligations (including, without limitation, payment obligations) or changes to rights thereunder or the termination thereof.

In addition, BBVA may not anticipate all losses, costs and other liabilities that may be incurred in connection with a transaction if completed or may fail to accurately analyse or estimate the consequences of completing such a transaction, either of which could have an adverse effect on the Group's business, financial condition and results of operations after completion of the transaction.

Acquisitions may also lead to potential write-downs that adversely affect the Group's results of operations. If an announced transaction is not completed, the market prices of BBVA's securities may decline or otherwise be subject to fluctuations to the extent the market prices of BBVA's securities reflect a market assumption that such a transaction will be completed. In addition, the failure to complete a transaction may result in negative publicity or otherwise adversely affect BBVA's reputation in the investment community and BBVA's relationship with its employees, clients and other partners in the business community.

Following completion of a transaction, BBVA may be exposed to other risk factors specific to the company, asset or business acquired or otherwise arising from such transaction. Furthermore, completion of a transaction may adversely affect the capital, leverage, liquidity, MREL (as defined below) or resolution profile of BBVA or the Group. Relevant regulators could also impose additional capital, leverage, liquidity, MREL or resolution requirements on the Group as a result of such transaction, which might require the Group to issue additional capital instruments or MREL and/or incur additional costs.

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Any of the foregoing may cause the Group to incur significant unexpected expenses, may divert significant resources and management attention from the Group's other business concerns, or may otherwise have a material adverse effect on the Group's business, financial condition and results of operations.

Financial Risks

The Group has a continuous demand for liquidity to finance its activities and the withdrawal of deposits or other sources of liquidity could significantly affect it

Traditionally, one of the Group's main sources of financing has been savings accounts and demand deposits. As of 31st March, 2026, 31st December, 2025 and 31st December, 2024 the balance of customer deposits represented 75.2 per cent., 76.3 per cent. and 76.6 per cent., respectively, of the Group's total financial liabilities at amortised cost. However, the volume of wholesale and retail deposits can fluctuate significantly, including as a result of factors beyond the Group's control, such as general economic conditions, changes in economic policy or administrative decisions that diminish their attractiveness as savings instruments (for example, as a consequence of changes in taxation, coverage by guarantee funds for deposits or expropriations) or competition from other savings or investment instruments (including deposits from other banks). In the last few years, competition for deposits has increased in various of the regions where the Group operates as interest rates have increased and competitors (including neobanks) have offered remuneration on customer deposits. The vast majority of the Group's deposits are demand deposits, which may be freely withdrawn by depositors at any time. The methods for withdrawing or transferring deposits, and the speed with which such transactions may be realised, continue to increase, which could affect the stickiness of the Group's deposit base.

Changes in interest rates and credit spreads may significantly affect the cost of the Group's short- and long-term wholesale financing. Changes in credit spreads are driven by market factors and are also influenced by the market's perception of the Group's solvency. As of 31st March, 2026, 31st December, 2025 and 31st December, 2024, debt securities issued by the Group represented 13.0 per cent., 12.4 per cent., and 12.0 per cent., respectively, of the total financial liabilities at amortised cost of the Group.

In addition, while the Group's current use of public sources of liquidity is limited, the Group has historically made significant use of public sources of liquidity, such as the ECB's extraordinary measures taken in response to the financial crisis since 2008 or those taken in connection with the crisis caused by the COVID-19 pandemic.

In the event of a withdrawal of deposits or other sources of liquidity, especially if it is sudden or unexpected, the Group may not be able to finance its financial obligations or meet the minimum liquidity requirements that apply to it, and may be forced to incur higher financial costs, liquidate assets and take additional measures to reduce leverage. Furthermore, the Group could be subject to the adoption of early intervention measures or, ultimately, to the adoption of a resolution measure by the Relevant Spanish Resolution Authority (as defined below) (see "*Regulatory Framework – Resolution*"). Any of the above could have a material adverse effect on the Group's business, financial condition and results of operations.

The Group depends on its credit ratings and sovereign credit ratings, especially Spain's and Mexico's credit ratings

Rating agencies periodically review the Group's debt credit ratings. Any reduction, effective or anticipated, in any such ratings of the Group, whether below investment grade or otherwise, could limit or impair the Group's access to capital markets and other possible sources of liquidity and increase the Group's financing cost, and entail the breach or early termination of certain contracts or give rise to additional obligations under those contracts, such as the need to grant additional guarantees. Furthermore, if the Group were required to cancel its derivative contracts with some of its counterparties and were unable to replace them, its market risk would worsen. Likewise, a reduction in the credit rating could affect the Group's ability to sell or market some of its products or to participate in certain transactions, and could lead to the loss of customer deposits and make third parties less willing to carry out commercial transactions with the Group (especially those that require a minimum credit rating), having a material adverse effect on the Group's business, financial condition and results of operations.

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Furthermore, the Group's credit ratings could be affected by variations in sovereign credit ratings, particularly the rating of Spanish and Mexican sovereign debt. The Group holds a significant portfolio of debt issued by Spain, Spanish autonomous communities, Mexico and other Spanish and Mexican issuers. As of 31st December, 2025 and 2024, the Group's exposure (per European Banking Authority (EBA) criteria) to Spain's public debt portfolio was €58,760 million and €51,833 million, respectively, representing 6.8 per cent. and 6.7 per cent. of the consolidated total assets of the Group, respectively. As of 31st December, 2025 and 2024, the Group's exposure (per EBA criteria) to Mexico's public debt portfolio was €31,025 million and €31,681 million, respectively, representing 3.6 per cent. and 4.1 per cent. of the consolidated total assets of the Group, respectively. Any decrease in the credit rating of Spain or Mexico could adversely affect the valuation of the respective debt portfolios held by the Group and lead to a reduction in the Group's credit ratings. Additionally, counterparties to many of the credit agreements signed with the Group could also be affected by a decrease in the credit rating of these countries, which could limit their ability to attract additional resources or otherwise affect their ability to pay their outstanding obligations to the Group.

It is possible that current or future economic and geopolitical conditions or other factors could lead to ratings actions and changes to BBVA's credit ratings, any of which could have a material adverse effect on the Group's business, financial condition and results of operations.

The trading market for securities issued by BBVA depends in part on the research reports of third-party securities analysts

The trading market for securities issued by BBVA depends in part on the research reports that third-party securities analysts publish about BBVA and the industry and the countries in which it operates. The publication by one or more of these analysts of a negative recommendation or unfavourable outlook with respect to BBVA or the industry and countries in which it operates could cause the trading price of any such securities to decline.

The Group's earnings and financial condition have been, and its future earnings and financial condition may continue to be, materially affected by asset impairment

Regulatory, business, economic or political changes and other factors could lead to asset impairment. In recent years, severe market events such as the past sovereign debt crisis, rising risk premiums and falls in share market prices, have resulted in the Group recording large write-downs on its credit market exposures. Doubts regarding the asset quality of European banks have also affected their evolution in the market in recent years.

Several ongoing factors could depress the valuation of the Group's assets or otherwise lead to the impairment of such assets (including goodwill and deferred tax assets). These include a deteriorating macroeconomic environment, ongoing conflicts in Ukraine and the Middle East, recent tensions in Latin America and Iran and the Greenland crisis, the surge of populist trends in several countries, increased trade and geopolitical tensions and the consequences of Brexit, any of which could increase global financial volatility and lead to the reallocation of assets. In addition, there is risk of a sharp global growth slowdown. Any asset impairments resulting from these or other factors could have a material adverse effect on the Group's business, financial condition and results of operations.

The Group has a substantial amount of commitments with personnel considered wholly unfunded due to the absence of qualifying plan assets

The Group faces liquidity risk in connection with its ability to make payments on its unfunded commitments with personnel (which are recognised under the heading "Provisions—Provisions for pensions and similar obligations" in the Group's consolidated balance sheet), which it seeks to mitigate, with respect to post-employment benefits, by maintaining insurance contracts which were contracted with insurance companies owned by the Group. The insurance companies have recorded in their balance sheets specific assets (fixed interest deposit and bonds) assigned to the funding of these commitments. The Group's Assets and Liabilities Committee (ALCO) and the insurance companies also manage derivatives (primarily swaps) to mitigate the interest rate risk in connection with the payments of these commitments. The Group seeks to mitigate liquidity risk with respect to early retirements and post-employment welfare benefits through oversight by the ALCO of the Group. The Group's ALCO manages a specific asset portfolio to mitigate the liquidity risk resulting from the payments of these commitments. These assets are government bonds and covered bonds which are issued at

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fixed interest rates with maturities matching the aforementioned commitments. Should BBVA fail to adequately manage liquidity risk and interest rate risk either as described above or otherwise, it could have a material adverse effect on the Group's business, financial condition and results of operations.

Legal, Regulatory, Tax and Compliance Risks

Legal Risks

The Group is party to a number of legal and regulatory actions and proceedings

The financial sector faces an environment of increasing regulatory and litigation pressure. The Group is party to government procedures and investigations, such as those carried out by the antitrust authorities which, among other things, have in the past and could in the future result in sanctions, as well as lead to claims by customers and others.

The various Group entities are also frequently party to individual or collective judicial proceedings (including class actions) resulting from their activity and operations, as well as arbitration proceedings. For example, in April 2017, the Mexican Federal Economic Competition Commission (*Comisión Federal de Competencia Económica*) launched an antitrust investigation relating to alleged monopolistic practices of certain financial institutions, including BBVA's subsidiary, BBVA Mexico, in connection with transactions in Mexican government bonds. This investigation concluded with the Commission imposing fines on all financial institutions involved, including a fine insignificant in amount imposed on BBVA Mexico, which BBVA Mexico has challenged. In March 2018, BBVA Mexico and certain other affiliates of the Group were named as defendants in a putative class action lawsuit filed in the United States District Court for the Southern District of New York, alleging that the defendant banks and their named subsidiaries engaged in collusion with respect to the purchase and sale of Mexican government bonds. In December 2019, following a decision from the judge assigned to hear the proceedings, the plaintiffs withdrew their claims against BBVA Mexico's affiliates. In November 2020, the judge granted the remaining defendants' motion to dismiss for lack of personal jurisdiction. The plaintiffs filed a motion for reconsideration of that decision in May 2021, which the judge denied in March 2022. Final judgment dismissing the plaintiffs' claims was entered in August 2022. In September 2022, the plaintiffs appealed the district court's decisions to the United States Court of Appeals for the Second Circuit. On 9th February, 2024, the United States Court of Appeals for the Second Circuit vacated the district court's decisions, and in June 2024, the plaintiffs filed an amended complaint in the United States District Court for the Southern District of New York. In July 2024, the defendants moved to dismiss the amended complaint. On 15th January, 2025, the judge denied the defendants' motion to dismiss. The case is ongoing.

More generally, in recent years, regulators have increased their supervisory focus on consumer protection and corporate behaviour, which has resulted in an increased number of regulatory actions.

In Spain and in other jurisdictions where the Group operates, legal and regulatory actions and proceedings against financial institutions, prompted in part by certain national and supranational rulings in favour of consumers (with regards to matters such as credit cards and mortgage loans), have increased significantly in recent years and this trend could continue in the future. Legal and regulatory actions and proceedings faced by other financial institutions in relation to these and other matters, especially if such actions or proceedings result in favourable resolutions for the consumer, could also adversely affect the Group.

There are also claims before the Spanish courts challenging the validity of certain revolving credit card agreements. Rulings in these types of proceedings, whether against BBVA or other financial institutions, could negatively affect the Group.

All of the above may result in a significant increase in operating and compliance costs and/or a reduction in revenues, and it is possible that an adverse outcome in any proceedings (depending on the amount thereof, the penalties imposed or the resulting procedural or management costs for the Group) could materially and adversely affect the Group, including by damaging its reputation.

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It is difficult to predict the outcome of legal and regulatory actions and proceedings, both those to which the Group is currently exposed and those that may arise in the future, including actions and proceedings relating to former Group subsidiaries or in respect of which the Group may have indemnification obligations. Any of such outcomes could be adverse to the Group. In addition, a decision in any matter, whether against the Group or against another credit entity facing similar claims as those faced by the Group, could give rise to other claims against the Group. In addition, these actions and proceedings draw resources away from the Group and may require significant attention on the part of the Group's management and employees.

As of 31st December, 2025, the Group had €805 million in provisions for the proceedings it is facing (included as part of "Provisions for taxes and other legal contingencies" in the balance sheet to the 2025 Consolidated Financial Statements; see Note 24 to the 2025 Consolidated Financial Statements). However, the uncertainty arising from these proceedings (including those for which no provisions have been made, either because the probability of an unfavorable outcome for the Group is estimated to be remote, because it is not possible to estimate such provisions or for other reasons) makes it impossible to guarantee that the possible losses arising from the resolution of these proceedings will not exceed, where applicable, the amounts that the Group currently has provisioned and, therefore, could affect the Group's consolidated results.

As a result of the above, legal and regulatory actions and proceedings currently faced by the Group or to which it may become subject in the future or which may otherwise affect the Group, whether individually or in the aggregate, if resolved in whole or in part adversely to the Group's interests, could have a material adverse effect on the Group's business, financial condition and results of operations.

Criminal proceedings in respect of BBVA in relation to alleged offences of bribery and discovery and revelation of secrets

Spanish judicial authorities have investigated the activities of Centro Exclusivo de Negocios y Transacciones, S.L. (**Cenyt**). Such investigation included the provision of services by Cenyt to BBVA. On 29th July, 2019, BBVA was named as an investigated party (*investigado*) in the Preliminary Proceeding No. 96/2017 – Piece No. 9, Central Investigating Court No. 6 of the National High Court (*Audiencia Nacional*).

On 9th July, 2026, the judge issued an order opening oral proceedings in respect of BBVA, for alleged offences of bribery and discovery and revelation of secrets, and in respect of certain BBVA employees, both current and former, as well as certain former directors and officers.

As of the date of this Offering Circular, the commencement date of the oral proceeding has not yet been scheduled by the Criminal Chamber of the National High Court. It is not possible at this time to predict the possible outcome of these proceedings or estimate their potential implications for the Group. An adverse outcome could result in potential fines and/or civil liabilities, neither of which would be material, as well as other adverse consequences, including potential adverse effects on the Group's reputation.

Regulatory, Tax and Compliance Risks

The financial services sector is one of the most regulated sectors in the world. The Group is subject to a broad regulatory and supervisory framework, which has increased significantly in the last decade. Regulatory activity in recent years has affected multiple areas, including changes in accounting standards; strict regulation of capital, liquidity and remuneration; bank charges and taxes on financial transactions; regulations affecting mortgages, banking products and consumers and users; recovery and resolution measures; stress tests; prevention of money laundering and terrorist financing; market abuse; conduct in the financial markets; conduct with clients; the protection of personal data; antitrust; anti-corruption; and requirements as to the periodic publication of information. Governments, regulatory authorities and other institutions continually make proposals to strengthen the resistance of financial institutions to future crises. Further, there is an increasing focus on the climate-related financial risk management capabilities of banks.

Furthermore, the international nature of the Group's operations means that the Group is subject to a wide and complex range of local and international regulations in these matters, sometimes with overlapping scopes and areas regulated. This complexity, which can be exacerbated by differences and changes in the interpretation or

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application of these standards by local authorities, makes compliance risk management difficult and costly, requiring highly sophisticated monitoring, qualified personnel and general training and awareness of employees.

Any change in the Group's business that is necessary to comply with any particular regulations at any given time, especially in Spain, Mexico or Türkiye, could lead to a considerable loss of income, damage to the Group's reputation, limit the Group's ability to identify business opportunities, affect the valuation of its assets, force the Group to increase its prices and, therefore, reduce the demand for its products, impose additional costs on the Group or otherwise adversely affect its business, financial condition and results of operations. See "*Regulatory Framework*".

The Group is subject to a comprehensive regulatory and supervisory framework, including resolution regulations, which could have a material adverse effect on its business, financial condition and results of operations

The Group is subject to a comprehensive regulatory and supervisory framework, the complexity and scope of which has increased significantly following the 2008 financial crisis and the crisis caused by the COVID-19 pandemic. In particular, the banking sector is subject to continuous scrutiny at the political level and by the supervisory bodies, and it is foreseeable that in the future there will continue to be political intervention in regulatory and supervisory processes, as well as in the governance of the main financial entities. For these reasons, the laws, regulations and policies to which the Group is subject, as well as their interpretation and application, may change at any time. In addition, supervisors and regulators have significant discretion in carrying out their duties, which gives rise to uncertainty regarding the interpretation and implementation of the regulatory framework. Moreover, regulatory fragmentation and the implementation by some countries of more flexible or stricter rules or regulations could also negatively affect the Group's ability to compete with financial institutions that may or may not have to comply with any such rules or regulations, as applicable.

Regulatory changes over the last decade, as well as those currently being proposed (including changes in the interpretation or application of existing regulations), have increased and may continue to substantially increase the Group's operating expenses and adversely affect its business model. For example, the imposition of prudential capital standards has limited and is expected to continue to limit the ability of subsidiaries to distribute capital to the Group, while liquidity standards may lead the Group to hold a higher proportion of financial instruments with higher liquidity and lower performance, which can adversely affect its net interest margin. The Group's regulatory and supervisory authorities may also require the Group to increase its loan loss allowances and record asset impairments, which could have an adverse effect on its financial condition. Any legislative or regulatory measure, any necessary change in the Group's business operations as a consequence of such measures, as well as any failure to comply with them, could result in a significant loss of income or reputation, represent a limitation on the ability of the Group to take advantage of business opportunities and offer certain products and services, affect the value of the Group's assets, force the Group to increase prices (which could reduce the demand for its products), impose additional compliance costs or result in other possible adverse effects for the Group.

One of the most significant regulatory changes resulting from the 2008 financial crisis was the introduction of resolution regulations (see "*Regulatory Framework – Resolution*"). In the event that the Relevant Spanish Resolution Authority (as defined below) considers that the Group is in a situation where conditions for early intervention or resolution are met, it may adopt the measures provided for in the applicable resolution regulations, including without prior notice. Such measures could include, among others, the write down and/or conversion into equity (or other securities or obligations) of the Group's unsecured debt. Likewise, the Relevant Spanish Resolution Authority may apply Non-Viability Loss Absorption (see "*Regulatory Framework – Resolution*") in the event that it determines that the entity meets the conditions for its resolution or that it will no longer be viable unless capital instruments are written down or converted into equity or extraordinary public support is provided. Any such determination, or the mere possibility that such determination could be made, could materially and adversely affect the Group's business, financial condition and results of operations, as well as the market price and behaviour of certain securities issued by the Group (or their terms, if amended following any exercise of the Bail-In Tool (as defined in "*Regulatory Framework – Resolution*"). For more information, see "*Regulatory Framework*".

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Increasingly onerous capital and liquidity requirements may have a material adverse effect on the Group's business, financial condition and results of operations

As described in “Regulatory Framework – Solvency and capital requirements”, the Group is subject to various minimum capital, liquidity and funding requirements, among others. For example, in its capacity as a Spanish credit institution, the Group is subject to compliance with a “Pillar 1” solvency requirement, a “Pillar 2” solvency requirement and a “combined buffer requirement”, at both the individual and consolidated levels.

As a result of the most recent Supervisory Review and Evaluation Process (**SREP**) carried out by the ECB, BBVA must maintain, at a consolidated level, as from 1st January, 2026, a CET1 ratio of 8.98 per cent. and a total capital ratio of 13.14 per cent. The consolidated total capital requirement includes: (i) the “Pillar 1” capital requirement of 8.00 per cent., of which a minimum of 4.50 per cent. must be met with CET1 capital, 1.50 per cent. may be met with AT1 instruments and 2.00 per cent. may be met with Tier 2 instruments; (ii) the “Pillar 2” capital requirement of 1.62 per cent., of which a minimum of 0.96 per cent. must be met with CET1 capital (of which 0.12 per cent. is determined on the basis of the ECB’s prudential provisioning expectation), 0.28 per cent. may be met with AT1 instruments and 0.38 per cent. may be met with Tier 2 instruments; (iii) the capital conservation buffer (2.50 per cent. that must be met exclusively with CET1 capital); (iv) the D-SIB capital buffer (0.75 per cent. that must be met exclusively with CET1 capital); (v) the capital buffer for Countercyclical Risk (0.26 per cent. that must be met exclusively with CET1 capital); and (vi) the capital buffer for Systemic Risk (0.01 per cent. that must be met exclusively with CET1 capital).

The Group’s CET1 ratio stood at 12.83 per cent. as of 31st March, 2026, which represents an increase of 13 basis points compared to 31st December, 2025. RWAs increased in the three months ended 31st March, 2026 by approximately €12 billion. The AT1 ratio stood at 1.36 per cent. as of 31st March, 2026, a decrease of 2 basis points from 31st December, 2025. The Tier 2 ratio stood at 3.11 per cent. as of 31st March, 2026, which represents a decrease of 2 basis points compared to 31st December, 2025. As a result of the above, the total capital ratio stood at 17.30 per cent. as of 31st March, 2026.

Such ratios exceed the applicable regulatory requirements described above, but there can be no assurance that the total capital requirements imposed on the Issuer and/or the Group from time to time may not be higher than the levels of capital available at such point in time. There can also be no assurance as to the result of any future SREP carried out by the ECB and whether this will impose any further additional “Pillar 2” own funds requirements on the Issuer and/or the Group.

With regard to Minimum Requirement for own funds and Eligible Liabilities (**MREL**) requirements, as of 31st March, 2026, BBVA had to maintain an amount of own funds and eligible liabilities equal to 23.13 per cent. of the total RWA of its resolution group, on sub-consolidated level (the **MREL in RWA**). Within this MREL in RWA, an amount equal to 13.50 per cent. of the RWA of the resolution group had to be met with subordinated instruments (the **subordination requirement in RWA**). The MREL in RWA and the subordination requirement in RWA did not include the combined capital buffer requirement (3.72 per cent. considering the last official update of the countercyclical capital buffer and the systemic risk buffer, calculated on the basis of exposure as of 31st March, 2026, according to applicable regulations and supervisory criteria).

Additionally, as of 31st March, 2026, BBVA was required to meet a volume of own funds and eligible liabilities in terms of total exposure considered for the purpose of the calculation of the leverage ratio (the **MREL in LR**) of 8.59 per cent., of which 5.66 per cent. in terms of the total exposure considered for calculating the leverage ratio had to be satisfied with subordinated instruments (the **subordination requirement in LR**). The MREL in RWA and MREL in LR ratios stood at 29.68 per cent. and 10.31 per cent., respectively, as at 31st March, 2026, while the subordinated ratios (the subordination requirement in RWA and the subordination requirement in LR, respectively, to be fulfilled only by capital and/or subordinated instruments) were 25.97 per cent. and 9.02 per cent., respectively, as at such date.

On 14th April, 2026, BBVA announced that it had received a communication from the Bank of Spain regarding its MREL requirement, established by the Single Resolution Board (**SRB**). According to this communication, which supersedes the previous one, BBVA must maintain, from 14th April, 2026 the MREL in RWA at 23.94 per cent. and the subordination requirement in RWA at 13.50 per cent. The MREL in RWA and the

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subordination requirement in RWA do not include the combined capital buffer requirement (3.72 per cent., considering the last official update of the countercyclical capital buffer and the systemic risk buffer, calculated on the basis of exposure as of 31st March, 2026, according to applicable regulations and supervisory criteria).

In addition, BBVA must maintain, as from 14th April, 2026, the MREL in LR at 8.96 per cent. and the subordination requirement in LR at 5.56 per cent.

Given the structure of the resolution group's own funds and eligible liabilities, as of 31st March, 2026, the Group meets the aforementioned requirements.

As of the date of this Offering Circular, no MREL Pillar 2 requirement has been imposed on BBVA.

While the Group believes it meets its current requirements (as applicable to BBVA and the Group as a whole, respectively), the MREL and the calculation of the own funds and the eligible liabilities available for MREL purposes are subject to interpretation and change and, therefore, no assurance can be given that the Group's interpretation is the appropriate one or that BBVA and/or the Group will not be subject to more stringent requirements at any future time. Likewise, no assurance can be given that BBVA and/or the Group will be able to fulfil whatever future requirements may be imposed, even if such requirements were to be equal or lower than those currently in force, or that BBVA and/or the Group will be able to comply with any capital target that may have been announced to the market. Any such failure could be adversely perceived by investors and/or supervisors who could interpret that a lack of capital-generating capacity for BBVA and/or the Group exists or that the capital structure has deteriorated, either of which could adversely affect the market value or behaviour of securities issued by BBVA and/or the Group (in particular, any of its capital instruments and eligible liabilities). Further, BBVA and/or the Group may report amounts different from consensus estimates, which may also affect market perceptions of BBVA and the Group.

If BBVA or the Group failed to comply with its "combined buffer requirement", BBVA would have to calculate the Maximum Distributable Amount (**MDA**) and, until such calculation has been undertaken and reported to the Bank of Spain, BBVA would not be able to make any (i) distributions relating to CET1 capital; (ii) payments related to variable remuneration or discretionary pension benefits; and (iii) distributions linked to additional tier 1 (**AT1**) instruments (collectively, **discretionary payments**). Once the MDA has been calculated and reported, such discretionary payments would be limited to the calculated MDA. Likewise, should BBVA or the Group not meet the applicable combined buffer requirement, it could result in the imposition of additional requirements of "Pillar 2". Regarding MREL, failure by BBVA to meet its respective "combined buffer requirement" for these purposes, taken together with its MREL requirements could result in the imposition of restrictions or prohibitions on discretionary payments (the **MREL-MDA**). Additionally, failure to comply with the capital requirements may result in the implementation of early intervention measures or, ultimately, resolution measures by the resolution authorities (see "*Regulatory Framework – Solvency and capital requirements*").

Regulation (EU) No. 575/2013 of the European Parliament and of the Council of 26th June, 2013 on the prudential requirements for credit institutions (as amended, replaced or supplemented from time to time, **CRR**) establishes a binding requirement for the leverage ratio effective from 28th June, 2021 of 3.00 per cent. of Tier 1 capital (as of 31st March, 2026, the phased-in and the fully loaded leverage ratios of the Group were 6.18 per cent.). Any failure to comply with this leverage ratio buffer may also result in the need to calculate and report the MDA, and restrictions on discretionary payments.

Additionally, the implementation of the ECB expectations regarding prudential provisions for NPLs (published on 15th May, 2018) and the ECB's review of internal models being used by banks subject to its supervision for the calculation of their RWAs, as well as complementary regulatory initiatives like the EBA's roadmap to repair internal models used to calculate own funds requirements for credit risk under the Internal Ratings Based approach, could result in the need to increase provisions for future NPLs and increases in the Group's capital needs.

Furthermore, the implementation of the Basel III reforms as described in "*Regulatory Framework – Solvency and capital requirements*" (informally referred to as Basel IV) (including changes to the calculation of the Group's operational risk) could result in an increase of BBVA's and the Group's total RWAs and, therefore,

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could also result in a decrease of BBVA's and the Group's capital ratios. Likewise, the lack of uniformity in the implementation of the Basel III reforms across jurisdictions in terms of timing and applicable regulations could give rise to inequalities and competition distortions. Moreover, the lack of regulatory coordination, with some countries bringing forward the application of Basel III requirements or increasing such requirements, could adversely affect an entity with global operations such as the Group and could affect its profitability.

Additionally, should the Total Loss Absorbing Capacity (TLAC) requirements, currently only imposed upon financial institutions of global systemic importance (G-SIBs), be imposed on non-G-SIBs entities or should the Group once again be classified as a G-SIB, additional minimum requirements similar to MREL could in the future be imposed upon the Group.

There can be no assurance that the capital or MREL requirements will not adversely affect BBVA's or its subsidiaries' ability to make discretionary payments, or result in the cancellation of such payments (in whole or in part), or require BBVA or such subsidiaries to issue additional securities that qualify as eligible liabilities or regulatory capital, to liquidate assets, to curtail business or to take any other actions, any of which may have adverse effects on the Group's business, financial condition and results of operations. Furthermore, an increase in capital or MREL requirements could adversely affect the return on equity and the Group's other financial results indicators. Moreover, BBVA's or the Group's failure to comply with their capital or MREL requirements could have a material adverse effect on the Group's business, financial condition and results of operations.

Lastly, the Group must also comply with liquidity and funding ratios. Several elements of the liquidity coverage ratio (LCR) and net stable financing ratio (NSFR), as introduced by national banking regulators, have required implementing changes in some of the Group's commercial practices, which have exposed the Group to additional expenses (including an increase in compliance expenses) and affected the profitability of its activities and could result in a material adverse effect on the Group's business, financial condition and results of operations.

For further information, see *"Regulatory Framework – Solvency and capital requirements"*.

The Group is exposed to tax risks that may adversely affect it

The size, geographic diversity and complexity of the Group and its commercial and financial relationships with both third parties and related parties result in the need to consider, evaluate and interpret a considerable number of tax laws and regulations, as well as any relevant interpretative materials, which in turn involve the use of estimates, the interpretation of indeterminate legal concepts and the determination of appropriate valuations in order to comply with the tax obligations of the Group. In particular, the preparation of the Group's tax returns and the process for establishing tax provisions involve the use of estimates and interpretations of tax laws and regulations, which are complex and subject to review by the tax authorities. Any error or discrepancy with tax authorities in any of the jurisdictions in which the Group operates may give rise to prolonged administrative or judicial proceedings that may have a material adverse effect on the Group's results of operations.

In addition, governments in different jurisdictions, including Spain, have sought to identify new funding sources, and they have recently focused on the financial sector, including in response to the demands of various political forces. The Group's presence in various jurisdictions increases its exposure to regulatory and interpretative changes, which may include (i) increases in the tax rates to which the Group is subject, such as the introduction in Spain of a minimum effective tax rate for the purposes of the Spanish Corporate Income Tax and the Non-Residents Income Tax introduced by Law 22/2021, of 28th December, with effect as of 1st January, 2022 (in particular, the minimum net tax liability for credit institutions is 18 per cent. of their tax base) and the introduction of a global minimum effective tax rate of corporate taxation (15 per cent.) for multinational enterprises and large-scale domestic groups in the EU introduced by the EU Council Directive 2022/2523 of 14th December, 2022 that has already been transposed into Spanish law, or (ii) the creation in Spain of new taxes and/or levies, like the Spanish Financial Transactions Tax which came into effect in Spain in January 2021, as well as other new taxes that have been created which apply only to credit institutions.

On 20th December, 2024, the Spanish Congress passed Law 7/2024 which transposes the EU Council Directive 2022/2523, creating a tax on the net interest income and commissions of certain credit institutions in Spain,

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including BBVA. The taxable base of this tax is the positive balance of the net interest income and the net commissions derived from the activity carried out in Spain, subject to an exemption of €100 million. The net taxable base cannot be negative, and the applicable tax rate varies from 1 per cent. to 7 per cent. Certain reductions and deductions from the tax quota are provided for in the law. The tax applies for the first three consecutive tax periods starting on or after 1st January, 2024.

Increases in the tax burden of the Group could materially and adversely affect the Group's business, financial condition and results of operations.

The Group is exposed to compliance risks

The Group, due to its role in the economy and the nature of its activities, is singularly exposed to certain compliance risks. In particular, the Group must comply with regulations regarding customer conduct, antitrust, market conduct, the prevention of money laundering and the financing of terrorist activities, the protection of personal data, the restrictions established by national or international sanctions programmes and anti-corruption laws (including the U.S. Foreign Corrupt Practices Act of 1977 and the UK Bribery Act of 2010), the violations of which could lead to very significant penalties. These anti-corruption laws generally prohibit providing anything of value to government officials for the purposes of obtaining or retaining business or securing any improper business advantage. As part of the Group's business, the Group directly or indirectly, through third parties, deals with entities whose employees are considered to be government officials.

Generally, all these regulations require banking entities to, among other measures, use due diligence measures to manage compliance risk. Sometimes, banking entities must apply enhanced due diligence measures due to the very nature of their activities (among others, private banking, money transfer and foreign currency exchange operations), as they may present a higher risk of money laundering or terrorist financing.

Although the Group has adopted policies, procedures, systems and other measures to manage compliance risk, it is dependent on its employees and external suppliers for the implementation of these policies, procedures, systems and other measures, and it cannot guarantee that these are sufficient or that the employees or other persons of the Group or its business partners, agents and/or other third parties with a business or professional relationship with the Group do not circumvent or violate regulations or the Group's ethics and compliance regulations, acts for which such persons or the Group could be held ultimately responsible and/or that could damage the Group's reputation. In particular, acts of misconduct by any employee, and particularly by senior management, could erode trust and confidence and damage the Group's reputation among existing and potential clients and other stakeholders. Actual or alleged misconduct by Group entities in any number of activities or circumstances, including operations, employment-related offences such as sexual harassment and discrimination, regulatory compliance, the use and protection of data and systems, and the satisfaction of client expectations, and actions taken by regulators or others in response to such misconduct, could lead to, among other things, sanctions, fines and reputational damage, any of which could have a material adverse effect on the Group's business, financial condition and results of operations.

Furthermore, the Group may not be able to prevent third parties outside the Group from using the banking network in order to launder money or carry out illegal or inappropriate activities. The inherent risk of money laundering has increased in recent years, due to the accelerated transformation of the financial services business model, including the digitalisation of the customer relationship, increased complexity in the client base (including clients' legal structures), and the growing cross-border interconnection of operations and products. Further, financial crimes continually evolve and emerging technologies, such as cryptocurrencies and blockchain, could limit the Group's ability to track the movement of funds. Additionally, in a context of adverse economic conditions and growing geopolitical tensions, it is possible that financial crime attempts will increase significantly.

If there is a breach of the applicable regulations or the Group's ethics and compliance regulations or if the competent authorities consider that the Group does not perform the necessary due diligence inherent to its activities, such authorities could impose limitations on the Group's activities, the revocation of its authorisations and licenses, and economic penalties, which, in addition to having significant consequences for the Group's reputation, could also have a material adverse effect on the Group's business, financial condition and results of

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operations. Furthermore, the Group from time to time conducts investigations related to alleged violations of such regulations and the Group's ethics and compliance regulations, and any such investigation or any related proceedings could be time consuming and costly, and its results difficult to predict.

BBVA's financial statements are based in part on assumptions and estimates which, if inaccurate, could cause material misstatement of the results of its operations and financial condition

The preparation of financial statements in compliance with IFRS-IASB and EU-IFRS requires the use of estimates. It also requires management to exercise judgement in applying relevant accounting policies. The key areas involving a higher degree of judgement or complexity, or areas where assumptions are significant to the consolidated and individual financial statements, include the classification, measurement and impairment of financial assets, particularly where such assets do not have a readily available market price, the assumptions used to quantify certain provisions and for the actuarial calculation of post-employment benefit liabilities and commitments, the useful life and impairment losses of tangible and intangible assets, the valuation of goodwill and purchase price allocation of business combinations, the fair value of certain unlisted financial assets and liabilities, the recoverability of deferred tax assets and the exchange and inflation rates of certain countries where the Group operates. There is a risk that if the judgement exercised or the estimates or assumptions used subsequently turn out to be incorrect then this could result in significant loss to the Group beyond that anticipated or provided for, which could have a material adverse effect on the Group's business, financial condition and results of operations.

Observable market prices are not available for many of the financial assets and liabilities that the Group holds at fair value and a variety of techniques to estimate the fair value are used. Should the valuation of such financial assets or liabilities become observable, for example as a result of sales or trading in comparable assets or liabilities by third parties, this could result in a materially different valuation to the current carrying value in the Group's financial statements.

The further development of standards and interpretations under IFRS-IASB and EU-IFRS could also significantly affect the results of operations, financial condition and prospects of the Group.

Operational Risks

Attacks, failures or deficiencies in the Group's IT procedures, systems and security or those of third parties to which the Group is exposed could have a material adverse effect on the Group's business, financial condition and results of operations, and could harm its reputation

The Group's activities depend to a large extent on its ability to process and report effectively and accurately on a high volume of highly complex transactions with numerous and diverse products and services, in different currencies and subject to different regulatory regimes. Therefore, it relies on highly sophisticated IT systems for data transmission, processing and storage. However, IT systems are vulnerable to various problems, such as hardware and software malfunctions, computer viruses, hacking, and physical damage to IT centres. BBVA's exposure to these risks has increased significantly in recent years due to the Group's implementation of its ambitious digital strategy. The Group suffers cybersecurity incidents and system failures from time to time, and any such incident or failure could have a material adverse effect on the Group's business, financial condition and results of operations, and could harm its reputation.

Any attack, failure or deficiency in the Group's IT systems could, among other things, lead to the misappropriation of funds of the Group's clients or the Group itself and the unauthorised disclosure, destruction or use of confidential information or personal data, as well as prevent the normal operation of the Group, and impair its ability to provide services and carry out its internal management. In addition, any attack, failure or deficiency could result in the loss of customers and business opportunities, damage to computers and systems, violation of regulations regarding data protection and/or other regulations, exposure to litigation, fines, sanctions or interventions, loss of confidence in the Group's security measures, damage to its reputation, reimbursements and compensation, and additional regulatory compliance expenses and could have a material adverse effect on the Group's business, financial condition and results of operations. Furthermore, it is possible that such attacks, failures or deficiencies will not be detected on time or ever. The Group is likely to be forced to spend significant

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additional resources to improve its security measures in the future. As cyber-attacks are becoming increasingly sophisticated and difficult to prevent (including as a result of the use of AI), the Group may not be able to anticipate or prevent all possible vulnerabilities, nor be able to implement preventive measures that are effective or sufficient.

The prolific use of AI technologies has increased the risk of unauthorised access to the Group's IT systems and client accounts and of unauthorised disclosure, destruction or use of confidential information or personal data. While there is potential for these technologies to support BBVA's detection of and defense against unauthorised access attempts and accidental disclosures, malicious or negligent use of these technologies by employees or other third parties may increase these risks. For example, BBVA's employees or other third parties may input confidential information into a generative AI system (in particular, a system that is managed, owned or controlled by a third party), thereby compromising BBVA's business operations or the integrity of the Group's proprietary information or client data. Any such incident of unauthorised access or disclosure could have a material adverse effect on the Group's business, financial condition and results of operations, and could harm its reputation.

The integrity of the Group's communications and the security of its digital assets face an unprecedented structural challenge due to the advancement of quantum computing. The emergence of the so-called 'Q-Day', the point at which a quantum computer becomes capable of breaking current public-key cryptography algorithms, represents a systemic risk to data confidentiality. The Group is exposed to the "Harvest Now, Decrypt Later" threat, wherein malicious actors intercept and store encrypted data with the intent of decrypting it once quantum technology matures. Furthermore, the emergence of quantum computing poses a significant risk regarding the potential breaking and forgery of digital signatures. Despite efforts to implement Quantum-Safe protocols and post-quantum cryptography standards, the complexity of migrating legacy systems and the sheer speed of technological advancement could outpace the Group's response capacity. Failure to ensure a timely transition to a quantum-resilient infrastructure could result in the retroactive vulnerability of sensitive historical information, compromising client trust and exposing the Group to significant legal and financial consequences.

Customers and other third parties to which the Group is significantly exposed, including the Group's service providers (such as providers of data processing or cloud computing services to which the Group has outsourced certain services), face similar risks. Any attack, failure or deficiency that may affect such third parties could, among other things, adversely affect the Group's ability to carry out operations or provide services to its clients or result in the unauthorised disclosure, destruction or use of confidential information or personal data. Furthermore, the Group may not be aware of such attack, failure or deficiency in time, which could limit its ability to react. Moreover, as a result of the increasing consolidation, interdependence and complexity of financial institutions and technological systems, an attack, failure or deficiency that significantly degrades, eliminates or compromises the systems or data of one or more financial institutions could have a significant impact on its counterparts or other market participants, including the Group.

Given the increasing consolidation of technology service providers, a systemic adverse event at a key third party could impact not only the Group's operational continuity but also its reputational standing and its ability to provide core financial services in the markets where it operates.

RISKS RELATED TO EARLY INTERVENTION AND RESOLUTION

The Notes may be subject to the exercise of the Spanish Statutory Loss-Absorption Powers by the Relevant Spanish Resolution Authority. Other powers contained in Law 11/2015 and the SRM Regulation could materially affect the rights of the Noteholders under, and the value of, any Notes

See "Regulatory Framework – Resolution" for a description of the relevant Spanish Statutory Loss-Absorption Powers, including the Bail-in Tool and any Non-Viability Loss Absorption.

The powers set out in Directive 2014/59/EU of the European Parliament and of the Council of 15th May, 2014 establishing a framework for the recovery and resolution of credit institutions and investment firms (as amended, replaced or supplemented from time to time, the **BRRD**), which has been implemented in Spain through Law

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11/2015, of 18th June, on the recovery and resolution of credit institutions and investment firms, (as amended, replaced or supplemented from time to time, **Law 11/2015**) and Royal Decree 1012/2015 of 6th November by virtue of which Law 11/2015 is developed and Royal Decree 2606/1996 of 20th December on credit entities' deposit guarantee fund is amended (as amended, replaced or supplemented from time to time, **RD 1012/2015**) and in Regulation (EU) No. 806/2014 of the European Parliament and of the Council of 15th July, 2014 establishing uniform rules and a uniform procedure for the resolution of credit institutions and certain investment firms in the framework of a Single Resolution Mechanism and a Single Resolution Fund (as amended, replaced or supplemented from time to time, the **SRM Regulation**) impact how credit institutions and investment firms are managed, as well as, in certain circumstances, the rights of creditors. Pursuant to Law 11/2015, upon any application of the Bail-in Tool and/or, in the case of Tier 2 Subordinated Notes and certain eligible liabilities, Non-Viability Loss Absorption, holders of Notes (including Sustainable Notes but, subject as described below, excluding Covered Bonds) may be subject to, among other things, a write-down (including to zero) and/or conversion into equity or other securities or obligations of such Notes. The exercise of any such powers (or any of the other resolution powers and tools) may result in such Noteholders losing some or all of their investment or otherwise having their rights under such Notes adversely affected. Such exercise could also involve modifications to, or the disapplication of, provisions in the terms and conditions of the Notes, including, among other provisions, the principal amount or any interest payable on the Notes, or the maturity date or any other dates on which payments may be due, as well as the suspension of payments for a certain period. As a result, the exercise of the Bail-in Tool with respect to the Notes and/or Non-Viability Loss Absorption (in the case of Tier 2 Subordinated Notes) or the taking by the Relevant Spanish Resolution Authority of any other action, or any suggestion that the exercise or taking of any such action may happen, could materially adversely affect the rights of Noteholders, the market price or value or trading behaviour of any Notes and/or the ability of the Issuer to satisfy its obligations under any such Notes.

The Sustainable Notes are fully subject to the exercise of any Bail-in Tool and any Non-Viability Loss Absorption that may be applied to the Issuer at any time in accordance with the Applicable Banking Regulations and the applicable terms and conditions of any Sustainable Notes.

The Bail-In Tool is not intended to apply to secured debt and therefore the Bail-In Tool should not apply to Covered Bonds to the extent that the amounts payable in respect of the Covered Bonds do not exceed the value of the applicable Cover Pool collateral from which provision is made for payment of those amounts. Nevertheless, in the event of resolution of the Issuer, any claims of Covered Bondholders (as defined below) and any derivative counterparties in excess of the value of the assets included in the applicable Cover Pool may be subject to any exercise of the Bail-in Tool by the Relevant Spanish Resolution Authority.

The exercise of the Bail-in Tool and/or (in the case of Tier 2 Subordinated Notes) Non-Viability Loss Absorption by the Relevant Spanish Resolution Authority with respect to the Notes (including Sustainable Notes) is likely to be inherently unpredictable and may depend on a number of factors which may also be outside of the Issuer's control. In addition, as the Relevant Spanish Resolution Authority will retain a broad element of discretion, it may exercise any of its powers without any prior notice to the holders of the Notes. Holders of the Notes may not be able to refer to publicly available criteria in order to anticipate any potential exercise of any such Bail-in Tool and/or (in the case of Tier 2 Subordinated Notes) Non-Viability Loss Absorption. Because of this inherent uncertainty, it will be difficult to predict when, if at all, the exercise of any such powers by the Relevant Spanish Resolution Authority may occur.

This uncertainty may adversely affect the value of the Notes. The price and trading behaviour of the Notes may be affected by the threat of a possible exercise of any power under Law 11/2015 and/or the SRM Regulation (including any early intervention measure before any resolution) or any suggestion of such exercise, even if the likelihood of such exercise is remote. Moreover, the Relevant Spanish Resolution Authority may exercise any such powers without providing any advance notice to the holders of the Notes.

In addition, the European Banking Authority (**EBA**) has published certain regulatory technical standards and implementing technical standards to be adopted by the European Commission and certain other guidelines. These standards and guidelines could be potentially relevant to determining when or how a Relevant Spanish Resolution Authority may exercise the Bail-in Tool and impose Non-Viability Loss Absorption. Such standards and guidelines include guidelines on the treatment of shareholders in bail-in or the write-down and conversion

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of capital instruments, and on the rate of conversion of debt to equity or other securities or obligations in any bail-in. No assurance can be given that these standards and guidelines will not be detrimental to the rights of a Noteholder under, and the value of a Noteholder's investment in, the Notes.

Finally, any compensation right to which any holder of the Notes may be entitled under the BRRD (as implemented in Spain), the SRM Regulation and Applicable Banking Regulations as described under “*Regulatory Framework – Resolution*” is unlikely to compensate that holder for the losses it has actually incurred and, in any event, there is likely to be a considerable delay in the recovery of such compensation. In addition, in the case of a Non-Viability Loss Absorption, it is not clear that a holder of the affected Tier 2 Subordinated Notes would have a right to compensation.

Noteholders may not be able to exercise their rights on an Event of Default in the event of the adoption of any early intervention or resolution measure under Law 11/2015 and the SRM Regulation

The Issuer may be subject to a procedure of early intervention or resolution pursuant to the BRRD (as implemented through Law 11/2015 and RD 1012/2015) and the SRM Regulation if the Issuer or any of its group of consolidated credit entities is in breach (or due, among other things, to a rapidly deteriorating financial condition, it is likely in the near future to be in breach) of applicable regulatory requirements relating to solvency, liquidity, internal structure or internal controls or the conditions for resolution referred to in “*Regulatory Framework – Resolution*” are met.

Pursuant to Law 11/2015, the adoption of any early intervention or resolution procedure shall not itself constitute an Event of Default or entitle any counterparty of the Issuer to exercise any rights it may otherwise have in respect thereof and any provision providing for such rights shall further be deemed not to apply. However, this does not limit the ability of a counterparty to declare any event of default and exercise its rights accordingly where an Event of Default arises either before or after the exercise of any such early intervention or resolution procedure and does not necessarily relate to the exercise of any relevant measure or power which has been applied pursuant to Law 11/2015.

Any enforcement by a Noteholder of its rights under the Notes upon the occurrence of an Event of Default following the adoption of any early intervention or resolution procedure will, therefore, be subject to the relevant provisions of the BRRD, Law 11/2015 and the SRM Regulation in relation to the exercise of the relevant measures and powers pursuant to such procedure, including the resolution tools and powers referred to in “*Regulatory Framework – Resolution*”. Any claims on the occurrence of an Event of Default will consequently be limited by the application of any measures pursuant to the provisions of Law 11/2015 and the SRM Regulation. There can be no assurance that the taking of any such action (or any threat or suggestion that such action may be taken) would not adversely affect the rights of Noteholders, the price or value of their investment in the Notes and/or the ability of the Issuer to satisfy its obligations under the Notes and the enforcement by a holder of any rights it may otherwise have on the occurrence of any Event of Default may be limited in these circumstances.

RISKS RELATED TO THE STRUCTURE OF A PARTICULAR ISSUE OF NOTES

A wide range of Notes may be issued under the Programme. A number of these Notes may have features which contain particular risks for potential investors. Set out below is a description of the most common of such features.

If the Issuer has the right to redeem any Notes at its option, this may limit the market value of the Notes concerned and an investor may not be able to reinvest the redemption proceeds in a manner which achieves a similar effective return

An optional redemption feature (including any redemption of the Notes (i) upon the occurrence of a Tax Event pursuant to Condition 6(b), (ii) upon the occurrence of an Eligible Liabilities Event pursuant to Condition 6(d) (other than in the case of Senior Preferred Notes where (a) Eligible Liabilities Event has been specified as not applicable in the applicable Final Terms and/or (b) Additional Events of Default has been specified as applicable in the applicable Final Terms) and (iii) in the case of Tier 2 Subordinated Notes, upon the occurrence of a

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Capital Event pursuant to Condition 6(e) (Tax Event, Eligible Liabilities Event and Capital Event each having the meanings given in Conditions 6(b), 6(d) and 6(e), respectively)) may limit the market value of the Notes. During any period when the Issuer may elect to redeem Notes, or during which there is an actual or perceived increased likelihood that the Issuer may elect to redeem the Notes, the market value of those Notes generally will not rise substantially above the price at which they can be redeemed. This also may be true prior to any redemption period.

In the case of Notes which specify "Issuer Residual Call" as applicable in the applicable Final Terms, the Issuer's optional redemption right will become operative where, at any time, the outstanding aggregate nominal amount of the Notes is the Issuer Residual Call Threshold specified in the applicable Final Terms or less of the aggregate nominal amount of the relevant Series of Notes issued. Holders of any such Notes may find that their Notes are redeemed by the Issuer prior to the relevant Maturity Date.

Should the Issuer elect to redeem Notes when its cost of borrowing is lower than the interest rate on the Notes, an investor generally would not be able to reinvest the redemption proceeds at such times at an effective interest rate as high as the interest rate on the Notes being redeemed and may only be able to do so at a significantly lower rate. Potential investors should consider reinvestment risk in light of other investments available at that time.

It is not possible to predict whether or not any further change in the laws or regulations of Spain, Applicable Banking Regulations or the application or binding official interpretation thereof, or any of the other events referred to above, will occur and so lead to the circumstances in which the Issuer is able to elect to redeem the Notes, and if so whether or not the Issuer will elect to exercise such option to redeem the Notes or, as applicable, any prior consent of the Regulator required for such redemption will be given.

The conversion of the interest basis from a fixed rate to a floating rate, or vice versa, may affect the secondary market and the market value of the Notes concerned

Fixed/Floating Rate Notes are Notes which bear interest at a rate that converts from a fixed rate to a floating rate, or from a floating rate to a fixed rate. Such a feature to convert the interest basis, and any conversion of the interest basis, may affect the secondary market in, and the market value of, such Notes as such change of interest basis may result in a lower interest return for Noteholders. Where the Notes convert from a fixed rate to a floating rate, the spread on the Fixed/Floating Rate Notes may be less favourable than then prevailing spreads on comparable Floating Rate Notes tied to the same reference rate. In addition, the new floating rate at any time may be lower than the rates on other Notes. Where the Notes convert from a floating rate to a fixed rate, the fixed rate may be lower than then prevailing rates on those Notes and could affect the market value of an investment in the relevant Notes.

The regulation and reform of "benchmarks" may adversely affect the value of Notes linked to or referencing such "benchmarks"

Interest rates and indices which are deemed to be "benchmarks" (including EURIBOR) are the subject of national and international regulatory guidance and reform aimed at supporting the transition to robust benchmarks. Most reforms have now reached their planned conclusion (including the transition away from the London Interbank Offered Rate), and "benchmarks" remain subject to ongoing monitoring. These reforms may cause such benchmarks to perform differently than in the past, to disappear entirely, or have other consequences which cannot be predicted. Any such consequence could have a material adverse effect on any Notes referencing such a benchmark.

The EU Benchmarks Regulation applies to the provision of in-scope benchmarks, the contribution of input data to an in-scope "benchmark" and the use of an in-scope "benchmark" within the EU. Among other things, it (i) requires benchmark administrators to be authorised or registered (or, if non-EU based, to be subject to an equivalent regime or otherwise recognised or endorsed) and (ii) prevents certain uses by EU supervised entities (such as the Issuer) of in-scope "benchmarks" of administrators that are not authorised or registered (or, if non-EU based, not deemed equivalent or recognised or endorsed). The UK Benchmarks Regulation, among other things, applies to the provision of benchmarks and the use of a benchmark in the UK. Similarly, it prohibits the

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use in the UK by UK supervised entities of benchmarks of administrators that are not authorised by the FCA or registered on the FCA register (or, if non-UK based, not deemed equivalent or recognised or endorsed).

The EU Benchmarks Regulation and/or the UK Benchmarks Regulation, as applicable, could have a material impact on any Notes linked to or referencing a "benchmark" which is in-scope of one or both regulations, in particular if the methodology or other terms of the "benchmark" are changed in order to comply with the requirements of the EU Benchmarks Regulation and/or the UK Benchmarks Regulation, as applicable. Such changes could, among other things, have the effect of reducing, increasing or otherwise affecting the volatility of the published rate or level of the "benchmark". Regulation (EU) 2021/168, which amends the EU Benchmarks Regulation, has introduced certain changes to the framework addressing the termination of financial benchmarks. Further to these changes, the European Commission will have the power to replace certain so-called 'critical benchmarks', which could affect the stability of financial markets in the EU, and other relevant benchmarks if their termination would result in a significant disruption in the functioning of financial markets in the EU or (in the case of third-country benchmarks) pose a systemic risk to the financial system in the EU. The European Commission will also be able to replace third-country benchmarks if their cessation would result in a significant disruption in the functioning of financial markets or pose a systemic risk for the financial system in the EU. The new rules also cover the replacement of a benchmark designated as critical in one member state, through national legislation.

More broadly, any of the international or national reforms, or the general increased regulatory scrutiny of "benchmarks", could increase the costs and risks of administering or otherwise participating in the setting of a "benchmark" and complying with any such regulations or requirements. Such factors may have the following effects on certain "benchmarks": (i) discourage market participants from continuing to administer or contribute to the "benchmark"; (ii) trigger changes in the rules or methodologies used in the "benchmark"; or (iii) lead to the disappearance of the "benchmark". Any of the above changes or any other consequential changes as a result of international or national reforms or other initiatives or investigations, could have a material adverse effect on the value of and return on any Notes linked to or referencing a "benchmark".

Investors should consult their own independent advisers and make their own assessment about the potential risks imposed by the EU Benchmarks Regulation and/or the UK Benchmarks Regulation reforms, as applicable, in making any investment decision with respect to any Notes linked to or referencing a "benchmark".

The occurrence of a Benchmark Event or SOFR Benchmark Transition Event, as applicable may adversely affect the return on and the market value of Floating Rate Notes and Fixed Reset Notes

Investors should be aware that in the case of Floating Rate Notes and Fixed Reset Notes, the Terms and Conditions of the Notes provide for certain fallback arrangements in the event that a published Benchmark, including an inter-bank offered rate such as EURIBOR, the Sterling Overnight Index Average rate (**SONIA**), the secured overnight financing rate (**SOFR**) or the Euro Short-Term Rate (**€STR**), or other relevant reference rate ceases to exist or be published or another Benchmark Event or Benchmark Transition Event, as applicable, occurs. This would trigger certain of the fallback arrangements, although, the consequences of such fallbacks being triggered are not necessarily immediately effective under the Conditions of the Notes.

These fallback arrangements include the possibility that the Rate of Interest could be determined, without any separate consent or approval of the Noteholders, by reference to a Successor Rate or an Alternative Rate or SOFR Benchmark Replacement, as applicable, and that an Adjustment Spread or a SOFR Benchmark Replacement Adjustment, respectively, may be applied to such Successor Rate or Alternative Rate or a SOFR Benchmark Replacement, as the case may be, as a result of the replacement of the relevant benchmark or screen rate (as applicable) originally specified with the Successor Rate or the Alternative Rate or the SOFR Benchmark Replacement (as the case may be). Certain Benchmark Amendments or other amendments, in the case of SOFR, to the Terms and Conditions of such Notes may also be made without the consent or approval of holders of the relevant Floating Rate Notes or Fixed Reset Notes. In the case of any Alternative Rate, any Adjustment Spread unless formally recommended or provided for and any Benchmark Amendments, and any SOFR Benchmark Replacement, SOFR Benchmark Replacement Adjustment and related amendments, the relevant replacement and adjustment (if any) and any such amendments shall be determined by the Benchmark Calculation Agent (acting in good faith, and by reference to such sources as it deems appropriate, which may include consultation

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with an Independent Adviser) or, in the case of SOFR, the Issuer or the SOFR Benchmark Replacement Agent, if any. Any Adjustment Spread or SOFR Benchmark Replacement Adjustment that is applied may not be effective to reduce or eliminate economic prejudice to investors. The use of a Successor Rate or Alternative Rate (including with the application of an Adjustment Spread) or SOFR Benchmark Replacement (including the application of SOFR Benchmark Replacement Adjustment) will still result in any Notes linked to or referencing a benchmark performing differently (which may include payment of a lower Rate of Interest) than they would if the relevant benchmark were to continue to apply in its current form.

Further, no Successor Rate, Alternative Rate, SOFR Benchmark Replacement, Adjustment Spread or SOFR Benchmark Replacement Adjustment may be adopted, nor any other amendment to the Terms and Conditions of any Series of Notes may be made to effect any Benchmark Amendments, if and to the extent that, in the determination of the Issuer, the same could reasonably be expected to prejudice the treatment of any relevant Series of Notes as Tier 2 capital or eligible liabilities for the purposes of Article 45 of the BRRD, in each case of the Issuer or the Group, as applicable. If the Issuer or an affiliate of the Issuer is appointed as the Benchmark Calculation Agent, then depending on the circumstances in which any such discretion is required to be exercised, such exercise could present the Issuer or such affiliate with a conflict of interest.

In certain circumstances the ultimate fallback for the purposes of calculation of interest for a particular Interest Period or Reset Period (as the case may be) may result in the Rate of Interest for the last preceding Interest Period or Reset Period being used. This may result in the effective application of a fixed rate for Floating Rate Notes based on the rate which was last observed on the Relevant Screen Page or, in the case of Fixed Reset Notes, the application of the Reset Rate for a preceding Reset Period or the initial Rate of Interest applicable to such Notes on the Interest Commencement Date. In addition, due to the uncertainty concerning the availability of any Successor Rate or Alternative Rate, any determinations that may need to be made by the Issuer and the involvement of the Benchmark Calculation Agent and any Independent Adviser, the relevant fallback provisions may not operate as intended at the relevant time.

Any such consequences could have a material adverse effect on the value, market price or liquidity of and return on any such Notes. Moreover, any of the above matters or any other significant change to the setting or existence of any relevant reference rate could affect the ability of the Issuer to meet its obligations under the Floating Rate Notes or Fixed Reset Notes and could also have a material adverse effect on the value, market price or liquidity of, and the amount payable under, the Floating Rate Notes or Fixed Reset Notes. Investors should consider these matters when making their investment decision with respect to the relevant Floating Rate Notes or Fixed Reset Notes.

Methodologies for the calculation of SONIA, SOFR and €STR as a reference rate may vary and evolve and such rates may be more volatile than other benchmarks or market rates

Where the applicable Final Terms for a series of Floating Rate Notes specifies that the Rate of Interest for such Floating Rate Notes will be determined by reference to SONIA, SOFR or €STR (**SONIA-Linked Notes**, **SOFR-Linked Notes** and **€STR-Linked Notes**, respectively), interest will be determined on the basis of Compounded Daily SONIA, Compounded Daily SOFR or Compounded Daily €STR, respectively (each as defined in the Terms and Conditions of the Notes). Compounded Daily SONIA, Compounded Daily SOFR and Compounded Daily €STR differ from Sterling LIBOR, U.S. dollar LIBOR and EURIBOR, respectively, in a number of material respects, including (without limitation) that Compounded Daily SONIA, Compounded Daily SOFR and Compounded Daily €STR are backwards-looking, compounded, risk-free or secured overnight rates, whereas Sterling LIBOR, U.S. dollar LIBOR and EURIBOR are expressed on the basis of a forward-looking term and include a credit risk-element based on inter-bank lending. As such, investors should be aware that there may be a material difference in the behaviour of Sterling LIBOR and SONIA, U.S. dollar LIBOR and SOFR or EURIBOR and €STR as interest reference rates for Floating Rate Notes.

Each of the Bank of England, the FRBNY and the ECB publish certain historical indicative secured overnight financing rates, although such historical indicative data inherently involves assumptions, estimates and approximations. Potential investors in SONIA-Linked Notes, SOFR-Linked Notes and €STR-Linked Notes should not rely on such historical indicative data or on any historical changes or trends in SONIA, SOFR or €STR, as the case may be, as an indicator of the future performance of SONIA, SOFR or €STR, respectively.

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For example, since the initial publication of SOFR, daily changes in SOFR have, on occasion, been more volatile than daily changes in comparable benchmark or market rates. As a result, the return on, and value and market price of, Floating Rate Notes which reference SONIA, SOFR and €STR may fluctuate more than floating rate securities that are linked to less volatile rates. In addition, the volatility of SONIA, SOFR or €STR has reflected in the underlying volatility of the relevant overnight markets. The relevant central banks have at times conducted operations in the relevant overnight markets in order to help maintain other rates within a target range. There can be no assurance that such operations will continue to be conducted in the future, and the duration and extent of any such operations is inherently uncertain. The effect of any such operations, or of the cessation of such operations to the extent they are commenced, is uncertain and could be materially adverse to investors in SOFR-Linked Notes, SONIA-Linked Notes or €STR-Linked Notes, as applicable. Accordingly, SONIA, SOFR and €STR over the term of any SONIA-Linked Notes, SOFR-Linked Notes or €STR-Linked Notes, respectively, may bear little or no relation to the historical actual or indicative data. There can further be no assurance that SONIA, SOFR or €STR will be positive.

Prospective investors in any Floating Rate Notes referencing Compounded Daily SONIA, Compounded Daily SOFR or Compounded Daily €STR should be aware that such variations could result in reduced liquidity or increased volatility or might otherwise affect the market price of any SONIA-Linked Notes, SOFR-Linked Notes or €STR-Linked Notes. Market participants and relevant working groups continue to explore forward-looking ‘term’ SONIA, SOFR or €STR reference rates (which seek to measure the market’s forward expectation of an average SONIA, SOFR or €STR rate over a designated term). The adoption of SONIA, SOFR or €STR may also see component inputs into swap rates or other composite rates transferring from Sterling LIBOR, U.S. dollar LIBOR or EURIBOR, respectively, or another reference rate to SONIA, SOFR or €STR.

The market or a significant part thereof may adopt an application of SONIA, SOFR or €STR that differs significantly from that set out in the Conditions in the case of Floating Rate Notes issued under the Programme for which Compounded Daily SONIA, Compounded Daily SOFR or Compounded Daily €STR, respectively, is specified as being applicable in the applicable Final Terms. Furthermore, the Issuer may in the future issue Floating Rate Notes referencing SONIA, SOFR or €STR that differ materially in terms of the interest determination provisions when compared with the provisions for such determination as set out in Condition 4(c)(ii)(B), Condition 4(c)(ii)(C) and Condition 4(c)(ii)(D), respectively.

In addition, the manner of adoption or application of SONIA, SOFR and €STR reference rates in the Eurobond markets may differ materially compared with the application and adoption of SONIA, SOFR or €STR in other markets, such as the derivatives and loan markets. Investors should carefully consider how any mismatch between the adoption of SONIA, SOFR or €STR reference rates across these markets may impact any hedging or other financial arrangements which they may put in place in connection with any acquisition, holding or disposal of Floating Rate Notes referencing Compounded Daily SONIA, Compounded Daily SOFR or Compounded Daily €STR.

There can be no guarantee that SONIA, SOFR or €STR will not be discontinued or fundamentally altered in a manner that is materially adverse to the interests of investors in such Notes. If the manner in which SONIA, SOFR or €STR is calculated is changed, that change may result in a reduction in the amount of interest payable on Floating Rate Notes referencing Compounded Daily SONIA, Compounded Daily SOFR or Compounded Daily €STR, respectively, and the trading prices of such Notes.

Investors should carefully consider these matters when making their investment decision with respect to any such Floating Rate Notes.

The amount of interest payable with respect to each Interest Period will only be determined near the end of the Interest Period for SONIA-Linked Notes, SOFR-Linked Notes and €STR-Linked Notes

The Rate of Interest on Floating Rate Notes referencing Compounded Daily SONIA, Compounded Daily SOFR and Compounded Daily €STR is only capable of being determined at the end of the relevant SONIA Observation Period (as defined in Condition 4(c)(ii)(B)), SOFR Observation Period (as defined in Condition 4(c)(ii)(C)) or €STR Observation Period (as defined in Condition 4(c)(ii)(D)) and immediately prior to the relevant Interest Payment Date. It may be difficult for investors in any such Floating Rate Notes to estimate reliably the amount

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of interest which will be payable on such Floating Rate Notes on each Interest Payment Date. Further, if Floating Rate Notes referencing Compounded Daily SONIA, Compounded Daily SOFR or Compounded Daily €STR are redeemed or otherwise become due and payable early on a date which is not an Interest Payment Date, the final rate of interest payable in respect of such Floating Rate Notes shall only be determined by reference to a shortened period ending immediately prior to the date on which the Floating Rate Notes become due and payable.

The interest rate on SONIA-Linked Notes, SOFR-Linked Notes and €STR-Linked Notes will be based on Compounded Daily SONIA, Compounded Daily SOFR and Compounded Daily €STR, respectively or by reference to the SONIA Compounded Index, the SOFR Index or the Compounded Daily €STR, and may differ from rates referencing SONIA, SOFR or €STR that use an alternative basis to determine the applicable rate

For each Interest Period, the interest rate on any Floating Rate Notes referencing Compounded Daily SONIA, Compounded Daily SOFR or Compounded Daily €STR is based on Compounded Daily SONIA, Compounded Daily SOFR or Compounded Daily €STR, respectively, which is calculated on a daily compounded basis (or, where Index Determination is specified as being applicable in the applicable Final Terms, by reference to the relevant index) and not the SONIA, SOFR or €STR rate published on or in respect of a particular date during such Interest Period or an arithmetic average of SONIA, SOFR or €STR rates during such Interest Period. Each of the SONIA Compounded Index, the SOFR Index and the €STR Compounded Index measures the cumulative impact of compounding SONIA, SOFR or €STR, respectively, on a unit of investment over time. The value of the SONIA Compounded Index, the SOFR Index or the €STR Compounded Index, on a particular business day reflects the effect of compounding SONIA, SOFR or €STR, respectively, on such business day and allows the calculation of Compounded Daily SONIA, Compounded Daily SOFR or Compounded Daily €STR averages, as applicable, over custom time periods. For this and other reasons, the interest rate on Floating Rate Notes referencing Compounded Daily SONIA, Compounded Daily SOFR or Compounded Daily €STR during any Interest Period will not be the same as the interest rate on other SONIA, SOFR or €STR-linked investments that use an alternative basis to determine the applicable interest rate. Further, if the SONIA, SOFR or €STR rate in respect of a particular date during an Interest Period is negative, its contribution to the relevant compounded rate will be less than one, resulting in a reduction to such compounded rate used to calculate the interest payable on any Floating Rate Notes referencing Compounded Daily SONIA, Compounded Daily SOFR or Compounded Daily €STR on the interest payment date for such Interest Period.

There can be no assurance that SONIA, SOFR or €STR will not be discontinued or fundamentally altered in a manner that is materially adverse to the interests of holders of SONIA-Linked Notes, SOFR-Linked Notes or €STR-Linked Notes, respectively

SONIA, SOFR and €STR are published by the Bank of England, the FRBNY and the ECB as the respective administrators of SONIA, SOFR and €STR. The Issuer has no control over the determination, calculation or publication of SONIA, SOFR or €STR. The administrator of SONIA, SOFR or €STR may make changes that could change the value of SONIA, SOFR or €STR, as the case may be, or discontinue SONIA, SOFR or €STR, respectively, and have no obligation to consider the interests of holders of SONIA-Linked Notes, SOFR-Linked Notes or €STR-Linked Notes in doing so. Each of the Bank of England, the FRBNY or the ECB (or, in each case, a successor), as the respective administrator of SONIA, SOFR and €STR, respectively, may make methodological or other changes that could change the value of SONIA, SOFR or €STR, including changes related to the method by which SONIA, SOFR or €STR is calculated, eligibility criteria applicable to the transactions used to calculate SONIA, SOFR or €STR, or timing related to the publication of SONIA, SOFR and €STR. In addition, the respective administrators of SONIA, SOFR or €STR may alter, discontinue or suspend calculation or dissemination of SONIA, SOFR or €STR (in which case a fallback method of determining the interest rate on any SONIA-Linked Notes, SOFR-Linked Notes or €STR-Linked Notes will apply, as further described in Condition 4(c)(ii)(B), Condition 4(c)(ii)(C) and Condition 4(c)(ii)(D)), respectively.

There can be no assurance that SONIA, SOFR or €STR will not be discontinued or fundamentally altered in a manner that is materially adverse to the interests of holders of SONIA-Linked Notes, SOFR-Linked Notes or €STR-Linked Notes, respectively. If the manner in which SONIA, SOFR or €STR is calculated is changed, that

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change may result in a reduction of the amount of interest payable on any respective SONIA-Linked Notes, SOFR-Linked Notes or €STR-Linked Notes, which may adversely affect the trading prices of such Notes. If the rate at which interest accrues on any SONIA-Linked Notes, SOFR-Linked Notes or €STR-Linked Notes for any Interest Period declines to zero or becomes negative, no interest will be payable on such Notes on the Interest Payment Date for such Interest Period. The administrator of each of SONIA, SOFR and €STR has no obligation to consider the interests of holders of SONIA-Linked Notes, SOFR-Linked Notes or €STR-Linked Notes, respectively, in calculating, adjusting, converting, revising or discontinuing SONIA, €STR or SOFR, as the case may be. In addition, the administrator of each of SONIA, SOFR or €STR may withdraw, modify or amend the published SONIA, SOFR or €STR rate or other SONIA, SOFR or €STR data, respectively, in its sole discretion and without notice.

The SONIA Compounded Index, SOFR Index or €STR Compounded Index may be modified or discontinued, which could adversely affect the value and market price of any Floating Rate Notes referencing Compounded Daily SONIA, Compounded Daily SOFR or Compounded Daily €STR, respectively, where Index Determination is specified as being applicable in the applicable Final Terms

The SONIA Compounded Index, the SOFR Index and the €STR Compounded Index are published by the Bank of England, the FRBNY and the ECB, respectively, and the Issuer has no control over their methods of calculation, publication schedule, rate revision practices or the availability of the SONIA Compounded Index, the SOFR Index or the €STR Compounded Index at any time. There can be no guarantee, particularly given its relatively recent introduction, that the SONIA Compounded Index, the SOFR Index or the €STR Compounded Index will not be discontinued or fundamentally altered in a manner that is materially adverse to the interests of investors in any Floating Rate Notes referencing Compounded Daily SONIA, Compounded Daily SOFR or Compounded Daily €STR, respectively, where Index Determination is applicable. If the manner in which the SONIA Compounded Index, the SOFR Index or the €STR Compounded Index is calculated, including the manner in which SONIA, SOFR or €STR, respectively, is calculated, is changed, that change may result in a reduction in the amount of interest payable on any Floating Rate Notes referencing Compounded Daily SONIA, Compounded Daily SOFR or Compounded Daily €STR where Index Determination is applicable and the trading prices of such Notes. In addition, the Bank of England, the FRBNY or the ECB may withdraw, modify or amend the published SONIA Compounded Index, SOFR Index or €STR Compounded Index, respectively, or other SONIA, SOFR or €STR data in its sole discretion and without notice. The interest rate for any Interest Period will not be adjusted for any modifications or amendments to the SONIA Compounded Index, the SOFR Index or the €STR Compounded Index or other SONIA, SOFR or €STR data that the Bank of England, the FRBNY or the ECB, respectively, may publish after the interest rate for that Interest Period has been determined.

The interest rate on Fixed Reset Notes will reset on each Reset Date, which can be expected to affect interest payments on an investment in Fixed Reset Notes and could affect the market value of Fixed Reset Notes

Fixed Reset Notes will initially bear interest at the Initial Interest Rate (as specified in the applicable Final Terms) until (but excluding) the Reset Date (as specified in the applicable Final Terms). On the Reset Date and each Subsequent Reset Date (as specified in the applicable Final Terms) (if any) thereafter, the interest rate will be reset to the sum of the applicable Mid-Swap Rate and the Reset Margin (each as specified in the applicable Final Terms) as determined by the Principal Paying Agent on the relevant Reset Determination Date (as defined in Condition 4(b)) (each such interest rate, a **Subsequent Reset Rate**). The Subsequent Reset Rate for any Reset Period could be less than the Initial Interest Rate or the Subsequent Reset Rate for prior Reset Periods and could be less than the return an investor could realise from another equivalent investment on the Reset Date, which in turn could have a material adverse effect on the market value of an investment in the Fixed Reset Notes.

Notes which are issued at a substantial discount or premium may experience price volatility in response to changes in market interest rates

The market values of Notes issued at a substantial discount (such as Zero Coupon Notes) or premium from their principal amount tend to fluctuate more in relation to general changes in interest rates than do prices for conventional interest-bearing securities. Generally, the longer the remaining term of the securities, the greater the price volatility as compared to conventional interest-bearing securities with comparable maturities. Such volatilities could have a material adverse effect on the value of and return on any such Notes.

The qualification of the Senior Preferred Notes, Senior Non-Preferred Notes or Senior Subordinated Notes as eligible liabilities of the Issuer or the Group is subject to uncertainty

The Senior Preferred Notes, Senior Non-Preferred Notes and Senior Subordinated Notes may be issued with the intention that they qualify, in whole or in part, as eligible liabilities of the Issuer and/or the Group for the purposes of Article 45 of the BRRD (as implemented in Spain) and the Applicable Banking Regulations. Whether such Notes qualify, or continue to qualify, as eligible liabilities will depend on the Applicable Banking Regulations in force from time to time, including any changes in law, regulation or the official interpretation or application thereof by the competent authority and/or the Relevant Spanish Resolution Authority. Accordingly, no assurance can be given that such Notes will qualify, or continue to qualify, as eligible liabilities throughout their life.

If an Eligible Liabilities Event occurs, the Issuer may, subject to Conditions 6(d) and 15(b), and the Applicable Banking Regulations then in force, redeem the relevant Notes or substitute or vary their terms so that they once again become or remain Qualifying Notes. Any such redemption, substitution or variation may occur without the consent of the Noteholders and may result in investors not realising the return on the Notes that they were otherwise expecting, may expose investors to reinvestment risk and may have a material adverse effect on the market value of the relevant Notes. See "*If the Issuer has the right to redeem any Notes at its option, this may limit the market value of the Notes concerned and an investor may not be able to reinvest the redemption proceeds in a manner which achieves a similar effective return*" above.

Claims of Holders under the Senior Notes are effectively junior to those of certain other creditors (including Holders of the Covered Bonds) and claims of Holders under the Senior Non-Preferred Notes are further junior to those of other senior creditors

The Senior Notes and any relative Coupons constitute direct, unconditional, unsubordinated and unsecured obligations of the Issuer and, upon the insolvency proceeding (*concurso de acreedores*) of the Issuer, in accordance with and to the extent permitted by the Insolvency Law (as defined in Condition 3(e)) and other applicable laws relating to or affecting the enforcement of creditors' rights in Spain (including, without limitation, Additional Provision 14.2 of Law 11/2015), the payment obligations of the Issuer under the Senior Notes with respect to claims for principal (which claims will constitute ordinary claims) will rank: (a) in the case of Senior Preferred Notes: (i) junior to any (A) privileged claims (*créditos privilegiados*) (which shall include, among other claims, any claims in respect of deposits for the purposes of Additional Provision 14.1 of Law 11/2015 and claims under any Covered Bonds up to the value of the applicable Cover Pool) and (B) claims against the insolvency estate (*créditos contra la masa*); (ii) *pari passu* without any preference or priority among themselves and with all other Senior Preferred Obligations; and (iii) senior to (A) any Senior Non-Preferred Obligations; and (B) all subordinated obligations of or claims against the Issuer (*créditos subordinados*), present and future; and (b) in the case of Senior Non-Preferred Notes: (i) junior to any (A) privileged claims (*créditos privilegiados*) (which shall include, among other claims, any claims in respect of deposits for the purposes of Additional Provision 14.1 of Law 11/2015 and claims under any Covered Bonds up to the value of the applicable Cover Pool); (B) claims against the insolvency estate (*créditos contra la masa*); and (C) Senior Preferred Obligations; (ii) *pari passu* without any preference or priority among themselves and with all other Senior Non-Preferred Obligations; and (iii) senior to all subordinated obligations of or claims against the Issuer (*créditos subordinados*), present and future. Terms used in this paragraph have the meanings given in Condition 3(e).

On 30th March, 2026, the European Parliament and Council adopted Directive (EU) 2026/806, Directive (EU) 2026/804 and Regulation (EU) 2026/808, which together amend the EU's existing bank crisis management and deposit insurance framework (the **CMDI Reforms**). The CMDI Reforms were published in the Official Journal of the EU on 20th April, 2026 and came into force on 10th May, 2026 and will apply (with some exceptions) 24 months after the date on which they entered into force. The CMDI Reforms include, among other things, amendments to the BRRD, including the amendment of the ranking of claims in insolvency to provide for a general depositor preference, pursuant to which the insolvency laws of Member States would be required by the BRRD to extend (with certain exceptions) the legal preference of claims in respect of deposits relative to ordinary unsecured claims to all deposits. The directives forming part of the CMDI Reforms will require transposition into the national laws of each Member State of the EU (including Spain) with a general deadline being set for this of 11th May, 2028 (subject to certain exceptions). This process may result in differences in

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implementation across jurisdictions. Accordingly, as of the date of this Offering Circular, there remains uncertainty as to how exactly each Member State will implement the CMDI Reforms.

Following implementation of the CMDI Reforms, Senior Preferred Notes will rank junior to the claims of depositors (with certain exceptions), including deposits of large corporates and other deposits that are currently excluded from the above privileged claims.

This general depositor preference will also affect any application of the Bail-In Tool, as such application is to be carried out in the order of the hierarchy of claims in normal insolvency proceedings. Accordingly, this means that following the necessary amendment of the insolvency laws of Spain to establish such general depositor preference, any resulting write-down or conversion of the Senior Preferred Notes by the Relevant Spanish Resolution Authority would be carried out before any write-down or conversion of the claims of depositors such as those of large corporates that previously would have been written-down or converted alongside the Senior Preferred Notes. By removing the requirement for such deposits to be written-down or converted in this manner, one of the stated objectives of this proposed amendment is to reduce the likelihood of deposits generally needing to be included in any such write-down or conversion upon any application of the Bail-In Tool and improve the process for the application of the Bail-In Tool. However, this may also increase the likelihood of the Relevant Spanish Resolution Authority applying the Bail-In Tool in any circumstances in which such application is being considered (including any write-down or conversion of the Senior Preferred Notes).

Upon insolvency, the obligations of the Issuer under the Senior Notes will also be effectively subordinated to all of the Issuer's secured indebtedness, to the extent of the value of, or the proceeds realised from, the assets securing such indebtedness. The Senior Notes are further structurally subordinated to all indebtedness of subsidiaries of the Issuer insofar as any right of the Issuer to receive any assets of such companies upon their winding-up will be effectively subordinated to the claims of the creditors of those companies in the winding-up.

As mentioned, the BRRD, Law 11/2015 and the SRM Regulation contemplate that Senior Notes may be subject to the exercise of the Bail-in Tool by the Relevant Spanish Resolution Authority. This may involve the variation of the terms of the Senior Notes or a change in their form, if necessary, to give effect to, the exercise of the Bail-in Tool by the Relevant Spanish Resolution Authority. See "*Risks related to Early Intervention and Resolution* - The Notes may be subject to the exercise of the Spanish Statutory Loss-Absorption Powers by the Relevant Spanish Resolution Authority. Other powers contained in Law 11/2015 and the SRM Regulation could materially affect the rights of the Noteholders under, and the value of, any Notes" and "*Regulatory Framework - Resolution*".

An investor in Subordinated Notes and Senior Non-Preferred Notes assumes an enhanced risk of loss in the event of the Issuer's insolvency or resolution

The Issuer's obligations under the Subordinated Notes will be subordinated and unsecured and, upon the insolvency of the Issuer, will rank junior to all unsubordinated obligations of the Issuer and other obligations that rank senior under Spanish law. Although Subordinated Notes may pay a higher rate of interest than comparable Notes which are not subordinated, there is a greater risk that an investor in Subordinated Notes will lose all or some of its investment should the Issuer become (i) subject to resolution under the BRRD and the Subordinated Notes become subject to the application of the Bail-in Tool (including, in the case of Tier 2 Subordinated Notes, Non-Viability Loss Absorption) or (ii) insolvent.

In the case of any exercise of the Bail-in Tool by the Relevant Spanish Resolution Authority, the sequence of any resulting write-down or conversion of the Notes under Article 48 of the BRRD and Article 48 of Law 11/2015 shall be in the following order: (i) CET1 items; (ii) the principal amount of Additional Tier 1 capital instruments; (iii) the principal amount of Tier 2 capital instruments (including Tier 2 Subordinated Notes); (iv) the principal amount of other subordinated claims that are not Additional Tier 1 capital or Tier 2 capital (such as Senior Subordinated Notes); and (v) the principal or outstanding amount of the remaining eligible liabilities in the order of the hierarchy of claims in normal insolvency proceedings (with senior non-preferred claims (*créditos ordinarios no preferentes*) (such as Senior Non-Preferred Notes) subject to the Bail-in Tool after any subordinated claims (*créditos subordinados*) of the Issuer under Article 281.1 of the Insolvency Law) but before

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the other senior claims of the Issuer (including Senior Preferred Notes)). In addition, Tier 2 Subordinated Notes may be subject to Non-Viability Loss Absorption, which may be imposed prior to or in combination with any exercise of the Bail-in Tool.

While any such write-down or conversion of the Notes and any other such obligations of the Issuer shall be implemented in accordance with the hierarchy described above (unless otherwise provided by Applicable Banking Regulations), even if grounds for compensation could be established, compensation may not be available under the BRRD to any holders of capital instruments subject to any write-down or conversion and even if available would only take the form of shares, other securities or other obligations of the Issuer, the Group or another person. See *“Risks related to Early Intervention and Resolution - The Notes may be subject to the exercise of the Spanish Statutory Loss-Absorption Powers by the Relevant Spanish Resolution Authority. Other powers contained in Law 11/2015 and the SRM Regulation could materially affect the rights of the Noteholders under, and the value of, any Notes”* and *“Regulatory Framework – Resolution”*.

Senior Non-Preferred Notes, Subordinated Notes and certain Senior Preferred Notes may not be redeemed prior to maturity at the option of Noteholders, including in the event of non-payment of principal or interest and the redemption of the Notes may be subject to certain conditions

Pursuant to the CRR, the Issuer is prohibited from including in the terms and conditions of any Tier 2 Subordinated Notes terms that would oblige it to redeem such Tier 2 Subordinated Notes prior to their stated maturity at the option or request of holders. Additionally, in accordance with Article 45(b) of the BRRD, Article 44 bis of Law 11/2015 and Article 72c of the CRR, terms of instruments (including Senior Preferred Notes, Senior Non-Preferred Notes and Senior Subordinated Notes) that provide for any early redemption of that instrument at the option of the holder could limit its eligibility for MREL purposes. As a result, the terms and conditions of the Senior Preferred Notes, the Senior Non-Preferred Notes and the Senior Subordinated Notes may not include provisions allowing for early redemption of such Notes at the option of Noteholders. Furthermore, unless otherwise specified in the applicable Final Terms (in the case of Senior Preferred Notes only), Noteholders will not have any rights under the terms and conditions of the Notes to request the early redemption of the relevant Notes in the event of any failure by the Issuer to comply with its obligations under the Notes (including, without limitation, any obligation to pay principal or interest in respect of the Notes). See Condition 9.

According to the CRR, the prior consent of the Regulator must be obtained as a condition for the redemption of Tier 2 Subordinated Notes, Senior Non-Preferred Notes and certain Senior Preferred Notes.

It is not possible to predict whether the relevant circumstances in which the Issuer may be able to elect to redeem any such Notes will occur, including whether any prior consent of the Regulator required for such redemption will be given, and if so whether or not the Issuer will elect to exercise any option to redeem the Notes. Accordingly, no assurance can be given as to any possible redemption at any time of any Senior Non-Preferred Notes, Subordinated Notes and any applicable Senior Preferred Notes. See also *“If the Issuer has the right to redeem any Notes at its option, this may limit the market value of the Notes concerned and an investor may not be able to reinvest the redemption proceeds in a manner which achieves a similar effective return”* above.

The claims of holders of the Issuer’s unsecured obligations rank after the claims of holders of covered bonds

The assets included in the applicable Cover Pool for each Series of Covered Bonds are mandatorily segregable in case of insolvency (*concurso*) or, if applicable, liquidation or resolution of the Issuer and, in any such event, will not form part of the general assets of the Issuer that would be available to holders of Notes other than the relevant Covered Bonds, although any excess proceeds from liquidation of the applicable Cover Pool, after satisfaction of the claims of holders of the relevant Covered Bonds (**Covered Bondholders**) and counterparties under derivatives contracts entered into for hedging purposes in relation to such Covered Bonds as set forth in Article 42 of Royal Decree-Law 24/2021 (**derivative counterparties**), would be available to unsecured creditors, including the holders of MTNs. The claims of holders of MTNs are unsecured obligations of the Issuer that rank after the claims of holders of Covered Bonds and derivative counterparties with respect to the assets in the applicable Cover Pool, should the Issuer become insolvent, be liquidated or subject to resolution measures.

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All Covered Bondholders shall have the same priority over the (i) assets included in the applicable Cover Pool, including any replacement assets and liquid assets; and (ii) economic flows generated by the derivative contracts entered into for hedging purposes in relation to the relevant Covered Bonds.

The terms of the Notes contain a waiver of set-off rights

No holder of any Notes may at any time exercise or claim any Waived Set-Off Rights (as defined in Condition 3(e)) against any right, claim or liability of the Issuer or that the Issuer may have or acquire against such holder, directly or indirectly and howsoever arising (and including all such rights, claims and liabilities arising under or in relation to any and all agreements or other instruments of any kind, whether or not relating to such Notes).

The terms and conditions of the Notes provide that holders of the Notes shall be deemed to have waived all Waived Set-Off Rights to the fullest extent permitted by applicable law in relation to all such actual and potential rights, claims and liabilities. As a result, those Noteholders will not at any time be entitled to set-off the Issuer's obligations under such Notes against obligations owed by them to the Issuer.

The application of an amount equal to the net proceeds of Sustainable Notes as described in "Use of Proceeds" may not meet investor expectations or be suitable for an investor's investment criteria

Prospective investors in any Notes where the "Reasons for the offer" in Part B of the applicable Final Terms are stated to be for "green", "social" or "sustainability" purposes as described in "Use of Proceeds" below (**Green Notes**, **Social Notes** or **Sustainability Notes**, respectively, and, together, **Sustainable Notes**), should have regard to the information in "Use of Proceeds" regarding the use of the net proceeds of those Sustainable Notes and must determine for themselves the relevance of such information for the purpose of any investment in such Sustainable Notes together with any other investigation such investor deems necessary. In particular, no assurance is given by the Issuer or the Dealers that the use of such proceeds for any Eligible Projects (as defined in the "Use of Proceeds" section below) will satisfy, whether in whole or in part, any present or future investor expectations or requirements as regards any investment criteria or guidelines with which such investor or its investments are required to comply.

Furthermore, it should be noted that there is currently no market consensus as to what constitutes, a "green", "social" or "sustainable" or an equivalently-labelled project or as to what precise attributes are required for a particular project to be defined as "green", "social" or "sustainable" or such other equivalent label nor can any assurance be given that such a consensus will develop over time or that any prevailing market consensus will not significantly change.

A basis for the determination of such "green" project definition has been established in the EU with the publication in the Official Journal of the EU on 22nd June, 2020 of the EU Taxonomy Regulation, as supplemented by the delegated regulations establishing and amending the technical screening criteria for the environmental objectives under the EU Taxonomy Regulation, as amended from time to time. BBVA's Sustainable Debt Financing Framework (December 2024) published on its website (<https://shareholdersandinvestors.bbva.com/wp-content/uploads/2025/05/202412-BBVA-Sustainable-Debt-Financing-Framework.pdf>) (including as amended, supplemented, restated or otherwise updated on the Issuer's website at <https://shareholdersandinvestors.bbva.com/debt-investors/issuances-programs/sustainability-bonds/> from time to time, the **Sustainable Debt Financing Framework**) has been developed taking into account internationally recognised market standards and the Issuer's internal criteria based partially on the EU Taxonomy and/or best market practices, as each may be amended, supplemented or updated from time to time.

No assurance or representation is or can be given whether any Sustainable Notes will be compliant with, nor are any Sustainable Notes expected to be issued with a view to complying with, the EU Green Bond Regulation or the SFDR, and any delegated or other implementing regulations and guidelines, or any similar legislation in the UK. Accordingly, alignment with the EU Taxonomy, the EU Green Bond Regulation or the SFDR is not certain and no assurance is or can be given to investors that any projects or uses the subject of, or related to, any Eligible Projects will meet any or all investor expectations regarding such "green", "social" or "sustainable" or other equivalently-labelled performance objectives or that any adverse environmental, social and/or other

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impacts will not occur during the implementation of any projects or uses the subject of, or related to, any Eligible Projects.

Any Sustainable Notes will not be compliant with the EU Green Bond Regulation and are only intended to comply with the requirements and processes in the Sustainable Debt Financing Framework. It is not clear if the establishment under the EU Green Bond Regulation of the “European Green Bond” or “EuGB” label and the optional disclosures regime for bonds issued as “environmentally sustainable” could have an impact on investor demand for, and pricing of, green use of proceeds bonds that do not comply with the requirements of the “EuGB” label or the optional disclosures regime, such as the Sustainable Notes. It could result in reduced liquidity or lower demand or could otherwise affect the market price of any Sustainable Notes that do not comply with those standards proposed under the EU Green Bond Regulation.

No assurance or representation is given as to the suitability or reliability for any purpose whatsoever of any report, assessment, opinion or certification of any third party (whether or not solicited by the Issuer) which may or may not be made available in connection with the issue of any Sustainable Notes and in particular with any Eligible Projects to fulfil any environmental, social, sustainability and/or other criteria. Any such report, assessment, opinion or certification is not, nor shall be deemed to be, incorporated in and/or form part of this Offering Circular. Any such report, assessment, opinion or certification is not, nor should be deemed to be, a recommendation by the Issuer, the Dealers or any other person to buy, sell or hold any such Sustainable Notes. Any such report, assessment, opinion or certification is only current as of the date it was issued. Prospective investors must determine for themselves the relevance of any such report, assessment, opinion or certification and/or the information contained therein and/or the provider of such report, assessment, opinion or certification for the purpose of any investment in such Sustainable Notes. From 21st June, 2026, any entity wishing to provide external review services under the EU Green Bond Regulation must be registered with and supervised by the ESMA and must fully comply with the requirements of the EU Green Bond Regulation. However, any Sustainable Notes will not be compliant with the EU Green Bond Regulation, and therefore, currently, the providers of reports, assessments, opinions and certifications made available in connection with the issue of any Sustainable Notes are not subject to any specific oversight or regulatory or other regime.

The Sustainable Debt Financing Framework and any assessment, opinion or certification are subject to review and change and may be amended, updated, supplemented, replaced or withdrawn from time to time and any subsequent version(s) may differ from any description given in this Offering Circular. The Sustainable Debt Financing Framework does not form part of, nor is incorporated by reference, in this Offering Circular.

In the event that any Sustainable Notes are listed or admitted to trading on any dedicated “green”, “environmental”, “social” or “sustainable” or other equivalently-labelled segment of any stock exchange or securities market (whether or not regulated), no representation or assurance is given by the Issuer, the Dealers or any other person that such listing or admission satisfies, whether in whole or in part, any present or future investor expectations or requirements as regards any investment criteria or guidelines with which such investor or its investments are required to comply. Furthermore, the criteria for any such listings or admission to trading may vary from one stock exchange or securities market to another. No representation or assurance is given or made by the Issuer, the Dealers or any other person that any such listing or admission to trading will be obtained in respect of any such Sustainable Notes or, if obtained, that any such listing or admission to trading will be maintained during the life of the Sustainable Notes.

While it is the intention of the Issuer to apply an amount equal to the net proceeds of any Sustainable Notes and obtain and publish the relevant reports, assessments, opinions and certifications in, or substantially in, the manner described in “*Use of Proceeds*”, there can be no assurance that the Issuer will be able to do this. Nor can there be any assurance that any Eligible Projects will be completed within any specified period or at all, or in the manner anticipated, or with the results or outcome (whether or not related to the environment) as originally expected or anticipated by the Issuer.

Any such event or failure to apply the net proceeds of any issue of Sustainable Notes for any Eligible Projects, or to obtain and publish any such reports, assessments, opinions and certifications, as well as the existence of any potential mismatch between the duration of the Eligible Projects and the term of any Sustainable Notes, or the failure of the Sustainable Notes to meet investors' expectations or requirements regarding any “green”,

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"sustainable", "social" or similar labels, will not (i) constitute an event of default under the relevant Sustainable Notes, or (ii) give rise to any other claim or right (including any right to accelerate the Notes) of a holder of such Sustainable Notes against the Issuer, or (iii) lead to an obligation of the Issuer to redeem such Notes or be a relevant factor for the Issuer in determining whether or not to exercise any optional redemption rights in respect of any Notes, or (iv) affect the regulatory treatment of such Notes as Tier 2 capital or eligible liabilities for the purposes of MREL if such Notes are also Tier 2 Subordinated Notes, Senior Preferred Notes or Senior Non-Preferred Notes, as the case may be.

The Sustainable Notes are issued subject to their applicable terms and conditions including, without limitation, in relation to their status, interest payments, redemption and events of default as described in the "*Terms and Conditions of the Notes*" and the applicable Final Terms, regardless of the issue of such Notes as Sustainable Notes. The Sustainable Notes are further subject to any Bail-in Tool and Non-Viability Loss Absorption that may be imposed in exactly the same manner as for any other Notes (including where such Notes are also Tier 2 Subordinated Notes, Senior Preferred Notes or Senior Non-Preferred Notes).

Similarly, any Sustainable Notes, as for any other Notes, will be fully subject to the application of the CRR eligibility criteria and BRRD requirements for own funds and eligible liabilities instruments and, as such, the proceeds of Sustainable Notes qualifying as own funds or eligible liabilities may be used to cover losses in the balance sheet of the Issuer regardless of their "green", "social" or "sustainability" label.

Further, the performance of the Sustainable Notes will in no circumstances be linked to the performance of any Eligible Projects that may be identified by the Issuer and no segregation of assets and liabilities regarding any Sustainable Notes or Eligible Projects will occur at any time. Payments of principal and interest on any Sustainable Notes shall not depend on the performance of any Eligible Project nor will holders of any Sustainable Notes have any preferred right against the assets of any Eligible Project.

The withdrawal of any report, assessment, opinion or certification as described above, or any such report, assessment, opinion or certification attesting that the Issuer is not complying in whole or in part with any matters for which such report, assessment, opinion or certification is reporting, assessing, opining or certifying on, and/or any such Sustainable Notes no longer being listed or admitted to trading on any stock exchange or securities market, as aforesaid, may have a material adverse effect on the value of such Sustainable Notes and/or result in adverse consequences for certain investors with portfolio mandates to invest in securities to be used for a particular purpose.

Risks related to Covered Bonds

The rights of Covered Bondholders could be adversely affected in the event of a change in Spanish law or administrative practices in Spain

Covered Bonds are regulated by Royal Decree-Law 24/2021, as amended by Royal Decree-Law 5/2023, of 28 June, adopting and extending certain measures in response to the economic and social consequences of the war in Ukraine, supporting the reconstruction of the island of La Palma and other situations of vulnerability; transposing European Union directives on structural modifications of commercial companies and reconciling family and professional life for parents and carers; and implementing and enforcing European Union law (the **Royal Decree-Law 5/2023**) which amended certain aspects of the consolidated text of the Insolvency Law, and, in particular (i) a new paragraph 7 was included in Article 270 by which the claims of Covered Bonds with respect to the assets included in the applicable Cover Pool are accorded special privilege status under the Insolvency Law, and (ii) Article 578 was amended to include Royal Decree-Law 24/2021 among the special legislation for the purposes of insolvency proceedings. The application of these amendments in insolvency proceedings is still uncertain and may be subject to interpretative doubts and modifications, in particular in those situations in which there are creditors ranking senior to or *pari passu* with Covered Bondholders, which may result in the reduction of the amount recoverable by Covered Bondholders.

This legislative and regulatory uncertainty could affect the ability of Covered Bondholders to properly evaluate and value the Covered Bonds and, therefore, affect the market price of the Covered Bonds given the potential scope and impact that one or more legislative or regulatory changes could have on the Covered Bonds.

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Credit risk and risk of collateral reduction

The assets included in the applicable Cover Pool for each Series of Covered Bonds will be subject to variations in value. In the event the Issuer is unable to meet its payment obligations under the Covered Bonds, provision will be made for payment of those obligations from the assets included in the applicable Cover Pool, consisting of the assets identified and individually detailed in the special registry of assets for each Cover Pool.

The assets included in the applicable Cover Pool may change in value based on various factors, including any revision of asset appraisals or the fair value of collection rights, any impairment of collateral or any decrease in the market value of replacement assets. The Issuer shall at all times maintain the minimum required asset levels in each Cover Pool and, if applicable, any contractual or voluntary collateral.

Each Cover Pool will provide for the satisfaction of the Issuer's obligations for covered bonds of the same type (whether Mortgage Covered Bonds, Public Sector Covered Bonds or Internationalisation Covered Bonds), regardless of the programme or prospectus under which they were issued, or whether such covered bonds were issued under Royal Decree-Law 24/2021 or the prior legal regime.

Investors who invest in Covered Bonds also assume the credit risk of the Issuer. The Issuer is responsible for making payments when due on the Covered Bonds and these obligations are solely those of the Issuer.

The Covered Bonds are obligations of the Issuer only and, therefore, Covered Bondholders have recourse only to the Issuer, all without prejudice to the special privilege status accorded to Covered Bondholders under Article 270.7 of the Insolvency Law upon the insolvency proceeding (*concurso de acreedores*) of the Issuer.

The Dealers have not and will not undertake any due diligence in relation to the applicable Cover Pool in connection with any issue of Covered Bonds

The Dealers have not and will not undertake any investigations, searches or other actions in respect of any assets contained or to be contained in the applicable Cover Pool. Covered Bondholders will also not receive detailed statistics or information in relation to the loans and other assets contained or to be contained in the applicable Cover Pool – see “*Only limited information in relation to the applicable Cover Pool will be made available to Covered Bondholders*” below. There may therefore be undetected issues or concerns regarding individual loans or other assets in the applicable Cover Pool that would otherwise have been evident from investigations, statistics or information.

Only limited information in relation to the applicable Cover Pool will be made available to Covered Bondholders

Covered Bondholders will not receive detailed statistics or information in relation to the loans, mortgages or other eligible assets that are or will be included in the applicable Cover Pool in relation to their Covered Bonds, as such assets will change from time to time, including to the extent that, among other reasons, the Issuer acquires or originates new loans (and new types of loans or loans with different characteristics), and in the event of repayments or early repayments by borrowers of loans included in the applicable Cover Pool.

The Issuer will publish information regarding each applicable Cover Pool on its website (<https://shareholdersandinvestors.bbva.com/debt-investors/>) on a quarterly basis, which information will consist of the Cover Pool data determined for publication. The Cover Pool information will not be updated between such reports and, therefore, the reports relating to each applicable Cover Pool may not be a true reflection of the relevant information for such Cover Pool on any date other than the date of the report. The content of the Issuer's website does not form part of this Offering Circular and investors should not rely on this website.

There is no guarantee that the types or characteristics of new loans, mortgages or eligible assets will be the same as those contained in the applicable Cover Pool on the date of issue of the Covered Bonds.

In addition, the value of the assets that are collateral for the loans included in the applicable Cover Pool may decrease, which would result in a reduction in the level of recoveries on any foreclosure of those assets. In

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addition, there could be a delay in the sale (and, therefore, the receipt of recoveries by the Issuer) of such assets, which could affect the Issuer's ability to pay the claims of Covered Bondholders in full or in a timely manner.

Risk of breach of the requirements with respect to the assets included in the applicable Cover Pool. Risk due to insufficiency of assets included in the applicable Cover Pool in the event of insolvency of the Issuer

A failure by the Issuer to comply with the requirements in relation to the assets to be included in the applicable Cover Pool or if the Issuer is unable to supplement the applicable Cover Pool with eligible assets could impact on the ability of the Issuer to make payments on the Covered Bonds in full or to make payment in a timely manner.

The Issuer will be required under Royal Decree-Law 24/2021 to comply with certain requirements in relation to each applicable Cover Pool while any related Covered Bonds remain outstanding. In particular, the nominal value of the applicable Cover Pool is required to exceed at all times the aggregate nominal amount of the Covered Bonds issued by it in relation to such Cover Pool by a nominal value that is at least five per cent. higher than the aggregate nominal amount of such Covered Bonds. The Issuer of the Covered Bonds must also ensure that the cash flows in respect of the assets included in the applicable Cover Pool, are such that the Issuer can at all times meet its payment obligations to the holders of the Covered Bonds and any derivative counterparties in relation to such Cover Pool. In order to meet the above requirements, the Issuer may enter into derivative contracts, in which case compliance with the requirements relating to the applicable Cover Pool will depend on the availability of sufficiently rated derivative counterparties and the performance by such counterparties of their obligations under those derivative contracts.

In the event that there is a material breach by the Issuer of its obligations under Royal Decree-Law 24/2021, as set forth in Chapter 2 thereof, the authorisation of the covered bond programme in relation to which the breach is committed may be revoked, although such revocation will not impact on any Covered Bonds already issued.

Furthermore, in the event of insolvency of the Issuer, a special cover pool monitor will be appointed, from among the persons proposed by the FROB (as defined in Condition 3(e)), to administer the covered bond programmes of the Issuer and to monitor the rights and interests of the holders of covered bonds issued under such covered bond programmes. Following such appointment, the Issuer's assets will be materially segregated from the assets comprising each applicable Cover Pool, with the assets of such Cover Pool becoming separate assets but without legal personality.

Once any such asset transfer has been made, if the total value of the assets included in the applicable Cover Pool exceeds the total value of the liabilities in relation to such Cover Pool, the special cover pool monitor may decide whether to continue with the management of those assets as separate assets until their maturity or to make a total or partial assignment of such assets to another entity that is an issuer of covered bonds. Any such total or partial assignment will constitute a new covered bond programme for such entity, which will require the authorisation provided for in Article 34 of Royal Decree-Law 24/2021.

The special cover pool monitor may determine that it is in the best interests of Covered Bondholders for the assets included in the applicable Cover Pool to be sold. This could result in Covered Bondholders receiving payment according to a different payment schedule than that contemplated by the terms of the Covered Bonds or the Covered Bondholders not receiving payment in full. This will be the case where, for example, there is no trading market available for the assets included in the applicable Cover Pool or the value of the assets included in the applicable Cover Pool has diminished. However, Covered Bondholders and any derivative counterparties will retain the benefit of priority to the assets included in the applicable Cover Pool.

If the total value of the assets included in the applicable Cover Pool is lower than the total value of the liabilities in relation to such Cover Pool, the special cover pool monitor will request the liquidation of the separate estate comprising the applicable Cover Pool following ordinary insolvency proceedings in accordance with the provisions of Article 46 of Royal Decree-Law 24/2021. To the extent the amounts generated by such liquidation of the assets included in the applicable Cover Pool is insufficient to cover the claims of Covered Bondholders and any related derivative counterparties, such claims will rank *pari passu* with the Issuer's other unsecured and unsubordinated creditors. There is no assurance that the assets included in the applicable Cover Pool will be

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sufficient to repay the outstanding Covered Bonds in full or that the assets of the Issuer, if insolvent, will be sufficient to cover any remaining claims of Covered Bondholders.

In the event of resolution of the Issuer, any claims of Covered Bondholders and any derivative counterparties in excess of the value of the assets included in the applicable Cover Pool may be subject to any exercise of the Bail-in Tool by the Relevant Spanish Resolution Authority.

Risk associated with the extendable maturity of Covered Bonds

Royal Decree-Law 24/2021 allows issuing entities to issue covered bonds with extendable maturity structures, in such a way that issuing entities may unilaterally extend the maturity date set forth in the final terms of the covered bonds issued for a given period of time, provided that (i) the possibility of extending the maturity of the covered bonds of the relevant programme is included in the final terms of the covered bonds issued under that programme and, if applicable, in the corresponding issuance or listing prospectus; and (ii) the extension of the maturity of such covered bonds has been previously authorised by the Bank of Spain (at the request of the issuer or the special cover pool monitor), with the protection of investors to be ensured in the giving of any such authorisation as described below.

In order to protect investors in covered bonds, a series of requirements must first be satisfied under Royal Decree-Law 24/2021 in order for the maturity of any series of covered bonds to be extended: (i) the maturity of any covered bonds may only be extended upon the occurrence of any of the specific triggering circumstances set forth in Article 15.2 of Royal Decree-Law 24/2021; (ii) the triggering circumstances for any extension of maturity of any covered bonds must be adequately specified in the contractual terms and conditions of such covered bonds; (iii) the information provided to investors on the maturity structure must be sufficient to enable them to determine the related risks for holders of the covered bonds, including the triggering circumstances for any maturity extension, the consequences of the insolvency or resolution of the covered bond issuer for a maturity extension and the role of the Bank of Spain and the special cover pool monitor with respect to any maturity extension; (iv) the final maturity date of the covered bonds must be determinable at all times; (v) in the event of insolvency, the maturity extension shall not affect the priority of creditors' claims; and (vi) the extension of maturity shall not alter the structural characteristics of the covered bonds with respect to the double recourse of covered bondholders in the event of insolvency or resolution.

The triggering circumstances under Article 15.2 of Royal Decree-Law 24/2021 that could result in an extension of the maturity of any Series of Covered Bonds are the following:

- (i) there exists a danger of default in respect of the Covered Bonds due to liquidity issues in the applicable Cover Pool or for the Issuer;
- (ii) the insolvency or entry into resolution of the Issuer;
- (iii) a declaration of non-viability of the Issuer in accordance with Article 8 of Law 11/2015; or
- (iv) the existence of serious disturbances affecting national financial markets, where this has been announced by the Macropprudential Authority Financial Stability Board by means of a communication in the form of a warning or recommendation, which is not of a confidential nature.

If Extended Final Maturity is specified as being applicable in the Final Terms for any Series of Covered Bonds, there is a risk for Covered Bondholders that, in the circumstances in which the above conditions are met, the Issuer may choose to extend the maturity of such Covered Bonds by up to twelve months from their Maturity Date. Upon any such extension, the redemption of the Covered Bonds will occur after the Maturity Date indicated in the applicable Final Terms and the Extended Final Maturity Date will be the date specified in the applicable Final Terms.

The longer the period of time to final redemption of the Covered Bonds, the greater the price volatility compared to securities with similar characteristics, and the greater the exposure to market risks that could have a material adverse impact on the trading price of the Covered Bonds. In addition, any extension of the Maturity Date of

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the Covered Bonds could affect their liquidity in the event this results in a reduced market for such Covered Bonds. Any such extension of the Maturity Date of a Series of Covered Bonds will not give rise to any right of the holders of such Covered Bonds to accelerate payments of the Covered Bonds or to take any action against the Issuer.

Where at least three Business Days' notice prior to the Maturity Date is not given to the Covered Bondholders and the Principal Paying Agent by the Issuer of its intention to redeem all or any of the nominal amount outstanding of the Covered Bonds, this will not affect the validity or effectiveness of any such redemption of the Covered Bonds or give rise to any such person having any rights in respect of any such redemption but such failure may result in a delay in payment being received by a Covered Bondholder through the relevant clearing system and Covered Bondholders shall not be entitled to further interest or any other payment in respect of such delay.

Defaults relating to loans contained in the applicable Cover Pool may result in the Issuer being unable to satisfy its obligations under the Covered Bonds

The increase in loan demand, especially in the Spanish residential mortgage market, has led to a significant growth in debt levels, which, in turn, has increased the potential financial vulnerability of certain borrowers, including residential mortgage borrowers in the case of Mortgage Covered Bonds. A relevant percentage of Spanish borrowers, including residential mortgage borrowers, have subscribed to variable interest rate loans, and consequently are exposed to the risk of interest rate increases. Even a moderate rise in interest rates can mean a significantly higher interest burden, and a significant reduction in disposable income, for borrowers who have assumed high levels of debt.

In this regard, it should be noted that energy prices have risen significantly during recent years, which, coupled with global supply problems for several categories of goods, has contributed to unusually high inflation both in Spain and internationally. To combat excessive inflation, central banks may increase their official interest rates as part of their monetary policy.

If interest rates rise and/or borrowers suffer a decline in their income (either in absolute terms or relative to their expenses), borrowers may be unable to meet their payment obligations under their loans. In particular, a continued rise in the Spanish official interest rate, combined with high inflation, may cause difficulties for borrowers to meet payment obligations in relation to their loans and, consequently, adversely affect the Issuer's ability to meet its obligations under the Covered Bonds and comply with the related regulatory requirements.

If the timing and payment of the loans included in the applicable Cover Pool are adversely affected by any of the risks described in this risk factor, payments in respect of the Covered Bonds could be reduced and/or delayed and could ultimately result in losses to Covered Bondholders. If borrowers default on their loans, the Issuer may take steps to foreclose on the assets securing these loans, if any. When collateral is foreclosed, a court order may be necessary to establish the borrower's payment obligation (if challenged by the borrower) and to permit a sale through a judicial foreclosure proceeding. If, in the context of such foreclosure measures, the Issuer is not able to obtain the relevant court decision or there is a deterioration in the market for the assets included in the applicable Cover Pool, there is a risk that the Issuer may not be able to recover the full amount of the relevant loan.

In addition, in the event that the prices of the assets that are collateral for the loans included in the applicable Cover Pool and the market for such assets decline substantially, the value of the Issuer's collateral securing its loans will be adversely affected and may result in the applicable Cover Pool not containing sufficient assets to meet all covered liabilities and/or to comply with applicable overcollateralisation requirements.

The inability to recover the full amounts due under the loans included in the applicable Cover Pool could jeopardise the Issuer's ability to meet its obligations under the Covered Bonds, which are backed by payments on such loans.

It is possible that at a given time there may not be sufficient assets to meet the legal requirements for inclusion in the applicable Cover Pool

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If, as a consequence of the amortisation of the assets included in the applicable Cover Pool, there are not enough eligible replacement assets to meet the collateral requirements for the Covered Bonds, or the applicable limits pursuant to Royal Decree-Law 24/2021 are exceeded, and there are no other assets that meet the necessary conditions for inclusion in the applicable Cover Pool, the Issuer could choose to acquire its own Covered Bonds until the applicable ratios are met.

If, as a consequence of any such amortisation and unavailability of sufficient replacement assets, the value of the assets included in the applicable Cover Pool is less than the aggregate nominal amount of the related Covered Bonds, in the event of the Issuer's insolvency, the amount of the Covered Bonds in excess of the value of the assets included in the applicable Cover Pool will not constitute a privileged claim for insolvency purposes.

The Covered Bonds contain no event of default provisions that allow the Covered Bonds to be accelerated

The conditions of the Covered Bonds do not include any event of default provisions (including any event of default for non-payment) the occurrence of which would entitle holders of Covered Bonds to accelerate the Covered Bonds and it is envisaged that holders will only be paid scheduled interest payments under the Covered Bonds as and when they fall due under the conditions of the Covered Bonds. The only remedies available to holders of the Covered Bonds are to bring proceedings in respect of the non-payment or commence insolvency proceedings in respect of the Issuer.

No assurance can be given that the ratings given to the Covered Bonds may be maintained

The measures that the Issuer takes as described above in order to meet the requirements regarding the applicable Cover Pool are designed, among other things, to ensure that the ratings given to the Covered Bonds by rating agencies can be maintained. However, potential investors should be aware that these measures may not be sufficient to retain such ratings in all circumstances and that a reduction or withdrawal of the then current rating given to any Covered Bonds might occur for other reasons. Any reduction or withdrawal of a rating given to the Covered Bonds may affect the secondary market in, and market value of, the Covered Bonds.

Accordingly, investors should understand that there is no assurance that the ratings originally given to the Covered Bonds will be maintained in all circumstances.

Risks relating to Notes denominated in Renminbi

Set out below is a description of the principal risks which may be relevant to an investor in Notes denominated in Renminbi (**Renminbi Notes**):

Renminbi is not completely freely convertible, there are still significant restrictions on the remittance of Renminbi into and out of the PRC and the liquidity of investments in Renminbi Notes is subject to such restrictions

Renminbi is not completely freely convertible as of the date of this Offering Circular. The government of the PRC (the **PRC Government**) continues to regulate conversion between Renminbi and foreign currencies despite significant reduction in the control by the PRC Government, particularly in recent years over trade transactions involving the import and export of goods and services, as well as other frequent routine foreign exchange transactions. These transactions are known as current account items.

Although Renminbi was added to the Special Drawing Rights basket of currencies, in addition to the U.S. dollar, euro, Yen and Sterling, created by the International Monetary Fund as an international reserve asset in 2016 and policies for further improving accessibility to Renminbi to settle cross-border transactions in foreign currencies were issued, there is no assurance that the PRC Government will continue to gradually liberalise control over cross-border remittance of Renminbi in the future, that schemes for Renminbi cross-border utilisation will not be discontinued, or that new regulations in the PRC will not be promulgated in the future that have the effect of restricting or eliminating the remittance of Renminbi into or outside the PRC. In the event that funds cannot be repatriated outside the PRC in Renminbi, this may affect the overall availability of Renminbi outside the PRC and the ability of the Issuer to source Renminbi to finance its obligations under Renminbi Notes.

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There is only limited availability of Renminbi outside the PRC, which may affect the liquidity of Renminbi Notes and the Issuer's ability to source Renminbi outside the PRC to service such Renminbi Notes

While the People's Bank of China (the **PBoC**) has entered into agreements on the clearing of Renminbi business (the **Settlement Agreements**) with financial institutions in a number of financial centres and cities (the **RMB Clearing Banks**) including, but not limited to, Hong Kong, and is in the process of establishing Renminbi clearing and settlement mechanisms in several other jurisdictions, the current size of Renminbi denominated financial assets outside the PRC is limited.

There are restrictions imposed by the PBoC on Renminbi business participating banks in respect of cross-border Renminbi settlement, such as those relating to direct transactions with PRC enterprises. Furthermore, Renminbi business participating banks do not have direct Renminbi liquidity support from the PBoC. The relevant RMB Clearing Banks only have access to onshore liquidity support from the PBoC for the purpose of settling open positions of participating banks for limited types of transactions. The relevant RMB Clearing Bank is not obliged to settle for participating banks any open positions resulting from other foreign exchange transactions or conversion services. In any such case the participating banks will need to source Renminbi from outside the PRC to settle such open positions.

Although it is expected that the offshore Renminbi market will continue to grow in depth and size, its growth is subject to many constraints as a result of PRC laws and regulations on foreign exchange. There is no assurance that new PRC regulations will not be promulgated or the Settlement Agreements will not be terminated or amended in the future so as to have the effect of restricting the availability of Renminbi outside the PRC. The limited availability of Renminbi outside the PRC may affect the liquidity of Renminbi Notes. To the extent that the Issuer is required to source Renminbi outside the PRC to service the Renminbi Notes, there is no assurance that the Issuer will be able to source such Renminbi on satisfactory terms, if at all.

Although the Issuer's primary obligation is to make all payments with respect to Renminbi Notes in Renminbi, where a RMB Currency Event is specified as being applicable in the applicable Final Terms, in the event that the Issuer determines, while acting in good faith that one of RMB Inconvertibility, RMB Non-Transferability or RMB Illiquidity (each as defined in Condition 5(h)) has occurred as a result of which the Issuer is unable to make any payment in respect of the Renminbi Note in Renminbi, the terms of such Renminbi Notes will permit the Issuer to make payment in U.S. dollars (or such other currency as may be specified in the applicable Final Terms) converted using the Spot Rate for the relevant Determination Date, all as provided in Condition 5(h). The value of these Renminbi payments in U.S. dollar terms may vary with the prevailing exchange rates in the market.

An investment in Renminbi Notes is subject to exchange rate risks

The value of the Renminbi against the U.S. dollar and other foreign currencies fluctuates from time to time and is affected by changes in the PRC and international political and economic conditions and by many other factors. On 11th December, 2015, the China Foreign Exchange Trade System (the **CFETS**), a sub-institutional organisation of the PBoC, published the CFETS Renminbi exchange rate index for the first time, which weighs the Renminbi based upon 13 currencies, to guide the market in order to measure the Renminbi exchange rate. Such change and others that may be implemented may increase the volatility in the value of Renminbi against other currencies. All payments of interest and principal with respect to Renminbi Notes will be made in Renminbi unless a RMB Currency Event is specified as being applicable in the applicable Final Terms, and a RMB Currency Event occurs, in which case payment will be made in U.S. dollars converted at the Spot Rate. As a result, the value of these Renminbi payments in U.S. dollar or other foreign currency terms may vary with the prevailing exchange rates in the marketplace. If the value of the Renminbi depreciates against the U.S. dollar or other applicable foreign currencies, then the value of an investor's investment in Renminbi Notes in terms of the U.S. dollar or other applicable foreign currency will decline.

An investment in fixed rate Renminbi Notes is subject to interest rate risks

The PRC Government has gradually liberalised its regulation of interest rates in recent years. Further liberalisation may increase interest rate volatility. In addition, the interest rate for Renminbi in markets outside

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the PRC may significantly deviate from the interest rate for Renminbi in the PRC as a result of foreign exchange controls imposed by PRC law and regulations and prevailing market conditions. If a Renminbi Note carries a fixed interest rate, then the trading price of such Renminbi Notes will subsequently vary with fluctuations in Renminbi interest rates. If an investor in Renminbi Notes tries to sell such Renminbi Notes before their maturity, then they may receive an offer that is less than the amount invested.

Payments in respect of Renminbi Notes will be made to investors in the manner specified in the Conditions

Investors might be required to provide certification and other information (including Renminbi account information) in order to be allowed to receive payments in Renminbi in accordance with the Renminbi clearing and settlement system for participating banks in Hong Kong or such other RMB Settlement Centre(s) as may be specified in the applicable Final Terms. Except in the limited circumstances stipulated in Condition 5(h), all payments to investors in respect of Renminbi Notes will be made solely: (i) for so long as Renminbi Notes are represented by Global Notes held with the common depository or common safekeeper, as the case may be, for Euroclear Bank SA/NV (**Euroclear**) and Clearstream Banking, S.A. (**Clearstream, Luxembourg**), by transfer to a Renminbi bank account maintained in Hong Kong or any such other RMB Settlement Centre(s) in accordance with prevailing Euroclear and/or Clearstream, Luxembourg rules and procedures, or (ii) for so long as Renminbi Notes are in definitive form, by transfer to a Renminbi bank account maintained in Hong Kong or such other RMB Settlement Centre(s) in accordance with prevailing rules and regulations. Other than as described in Condition 5(h), the Issuer cannot be required to make payment by any other means (including in any other currency or by transfer to a bank account in the PRC).

There might be PRC tax consequences with respect to investment in the Renminbi Notes

In considering whether to invest in Renminbi Notes, investors should consult their individual tax advisers with regard to the application of PRC tax laws, as well as any tax consequences arising under the laws of any other tax jurisdictions. The value of the Noteholder's investment in Renminbi Notes might be materially and adversely affected if the Noteholder is required to pay PRC tax with respect to acquiring, holding or disposing of and receiving payments under those Renminbi Notes.

RISKS RELATED TO NOTES GENERALLY

Set out below is a brief description of certain risks relating to the Notes generally:

Spanish tax rules

Article 44 of RD 1065/2007 sets out the reporting obligations applicable to preference shares and debt instruments issued under Law 10/2014. The procedures apply to interest deriving from preference shares and debt instruments to which Law 10/2014 refers, including debt instruments issued at a discount for a period equal to or less than twelve months.

According to the literal wording of Article 44.5 of RD 1065/2007 income derived from securities originally registered with the entities that manage clearing systems located outside Spain, and are recognised by Spanish law or by the law of another OECD country (such as the Depository Trust Company (**DTC**), Euroclear or Clearstream, Luxembourg), will be paid free of Spanish withholding tax provided that the Paying Agent appointed by the Issuer submits a statement to the Issuer, the form of which is included in the Agency Agreement, with the following information:

- (i) identification of the securities;
- (ii) payment date;
- (iii) total amount of income paid on the relevant date; and
- (iv) total amount of the income corresponding to each clearing system located outside Spain.

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These obligations refer to the total amount paid to investors through each foreign clearing house.

In accordance with Article 44.6 of RD 1065/2007, the relevant Paying Agent should provide the Issuer with the statement on the business day immediately prior to each interest payment date. The statement must reflect the situation at the close of business of that same day. In the event that on such date, the entity obliged to provide the declaration fails to do so, the Issuer or the relevant Paying Agent on its behalf will make a withholding at the general rate of 19 per cent.

If, before the tenth day of the month following the month in which interest is paid, the obliged entity provides the statement, the Issuer will reimburse the amounts withheld.

Prospective investors should note that the Issuer does not accept any responsibility in relation to any failure in the delivery of the relevant statement by the relevant Paying Agent in connection with each payment of interest under the Notes. Accordingly, the Issuer will not be liable for any damage or loss suffered by any beneficial owner who would otherwise be entitled to an exemption from Spanish withholding tax but whose payments are nonetheless paid net of Spanish withholding tax because the relevant statement was not duly delivered to the Issuer. Moreover, the Issuer will not pay any additional amounts with respect to any such withholding tax.

In the event that the currently applicable procedures are modified, amended or supplemented by, among other things, any Spanish law, regulation, interpretation or ruling of the Spanish tax authorities, the Issuer will notify the Noteholders of such information procedures and their implications, as the Issuer may be required to apply withholding tax on interest payments in respect of the Notes if the Noteholders do not comply with such information procedures, and will not pay any additional amounts with respect to any such withholding tax.

The procedure described in this Offering Circular for the provision of information required by Spanish laws and regulations is a summary only and none of the Issuer or the Dealers assumes any responsibility therefore.

The conditions of the Notes contain provisions which may permit their modification by defined majorities or without any separate consent or approval of the Noteholders

The conditions of the Notes contain provisions for calling meetings (including by way of conference call or by use of a videoconference platform) of Noteholders to consider and vote upon matters affecting their interests generally, or to pass resolutions in writing or through the use of electronic consents. These provisions permit defined majorities to bind all Noteholders including Noteholders who did not attend and vote at the relevant meeting or, as the case may be, did not sign the written resolution or give their consent electronically, including those Noteholders who voted in a manner contrary to the majority.

If an Eligible Liabilities Event, a Capital Event or a Tax Event, as applicable, occurs and is continuing, the Issuer may substitute or modify the terms of the Notes, without any separate consent or approval of the Noteholders, so that the Notes once again become or remain Qualifying Notes (as defined in Condition 15(b)), provided that any variation in the terms of the Notes resulting from such substitution or modification is not materially prejudicial to the interests of the Noteholders. In the case of any Notes governed by English law pursuant to Condition 19, any change in the governing law of such Notes from English law to Spanish law so that the Notes become again or remain Qualifying Notes shall be deemed not to be prejudicial to the interests of the Noteholders. See Condition 15(b).

There can be no assurance as to how the terms of any Qualifying Notes resulting from any such substitution or modification will be viewed by the market or whether any such Qualifying Notes will trade at prices that are at least equivalent to the prices at which the Notes would have traded on the basis of their original terms.

In addition, the Issuer will not be under any obligation to have regard to the tax position of any Noteholders in connection with any such substitution or modification of the Notes or to the tax consequences of any such substitution or modification for individual Noteholders. No Noteholder shall be entitled to claim any indemnification or payment from, or have any other recourse to, the Issuer or any other person in respect of any tax or other consequences of any such substitution or modification for that Noteholder.

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Substitution of the Issuer

If the conditions set out in Condition 17 of the Notes are met, the Issuer may, without any separate consent or approval of the Noteholders, substitute in its place another company incorporated anywhere in the world as the principal debtor in respect of all obligations arising under or in connection with the Notes (the **Substitute Debtor**). In that case, the Noteholders will assume the risk that the Substitute Debtor may become insolvent or otherwise be unable to make all payments due in respect of the Notes. No Noteholder shall be entitled to claim any indemnification or payment from, or have any other recourse to, the Issuer in respect of any tax or other consequences of any such substitution for that Noteholder.

The rights of Noteholders could be adversely affected by a change in Spanish law, English law or administrative practice

The Conditions of the Notes are based on English law and Spanish law, as applicable, in effect as at the date of this Offering Circular. No assurance can be given as to the impact of any possible judicial decision or change to Spanish and/or English law or administrative practice after the date of this Offering Circular and any such change could materially adversely impact the rights of any Noteholders.

Reliance on DTC, Euroclear and Clearstream, Luxembourg procedures

The Regulation S Notes (as defined below) will be represented on issue by a Regulation S Global Note that will be deposited with a common depositary or a common safekeeper, as the case may be, for Euroclear and Clearstream, Luxembourg. Except in the circumstances described in the Regulation S Global Note, investors will not be entitled to receive Notes in definitive form. Euroclear and Clearstream, Luxembourg and their respective direct and indirect participants will maintain records of the beneficial interests in the Regulation S Global Note. While the Notes are represented by the Regulation S Global Note, investors will be able to trade their beneficial interests only through Euroclear and Clearstream, Luxembourg and their respective participants.

The Rule 144A Notes will be represented on issue by a Rule 144A Global Note that will be deposited with a nominee for DTC. Except in the circumstances described in the Rule 144A Global Note, investors will not be entitled to receive Notes in definitive form. DTC and its direct and indirect participants will maintain records of the beneficial interests in the Rule 144A Global Note. While the Notes are represented by the Rule 144A Global Note, investors will be able to trade their beneficial interests only through DTC and its participants, including Euroclear and Clearstream, Luxembourg.

While the Notes are represented by the Global Notes, the Issuer will discharge its payment obligation under the Notes by making payments through the relevant clearing systems. A holder of a beneficial interest in a Global Note must rely on the procedures of the relevant clearing system and its participants to receive payments under the Notes. The Issuer has no responsibility or liability for the records relating to, or payments made in respect of, beneficial interests in either Global Note.

Holders of beneficial interests in a Global Note will not have a direct right to vote in respect of the Notes. Instead, such holders will be permitted to act only to the extent that they are enabled by the relevant clearing system and its participants to appoint appropriate proxies.

RISKS RELATED TO THE MARKET GENERALLY

Set out below is a brief description of the material market risks, including liquidity risk, exchange rate risk, interest rate risk and credit risk:

An active secondary market in respect of the Notes may never be established or may be illiquid and the market price of the Notes may be subject to factors outside of the Issuer's control, all of which could adversely affect the value at which an investor could sell their Notes

The Notes may have no established trading market when issued, and one may never develop. If an active trading market does not develop or is not maintained, the market price and liquidity of the Notes may be adversely

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affected. If a market does develop, it may not be very liquid. The market price of the Notes could also be affected by market conditions more generally and other factors outside of the Issuer's control and unrelated to the Group's business, financial condition and results of operations. Therefore, investors may not be able to sell their Notes at a particular time or may not be able to sell their Notes at a favourable price.

Although applications have been made for Notes issued under the Programme to be admitted to the Official List and to trading on the Regulated Market, there is no assurance that such applications will be accepted, that any particular issue of Notes will be so admitted or that an active trading market will develop. In addition, the ability of the Dealers to make a market in the Notes (if applicable) may be impacted by changes in regulatory requirements applicable to the marketing, holding and trading of, and issuing quotations with respect to, the Notes. Accordingly, there is no assurance as to the development or liquidity of any trading market for any particular issue of Notes. The liquidity of any market for the Notes will depend on a number of factors including:

- the number of holders of the Notes;
- the Issuer's ratings published by major credit rating agencies;
- the Issuer's financial performance;
- the market for similar securities;
- the interest of securities dealers in making a market in the notes; and
- prevailing interest rates.

No assurance can be given that an active market for the Notes will develop or, if developed, that it will continue.

If an investor holds Notes which are not denominated in the investor's home currency, that investor will be exposed to movements in exchange rates adversely affecting the value of its holding. In addition, the imposition of exchange controls in relation to any Notes could result in an investor not receiving payments on those Notes

The Issuer will pay principal and interest on the Notes in the Specified Currency. This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit (the **Investor's Currency**) other than the Specified Currency. These include the risk that exchange rates may significantly change (including changes due to devaluation of the Specified Currency or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency and/or the Specified Currency may impose or modify exchange controls. An appreciation in the value of the Investor's Currency relative to the Specified Currency would decrease (i) the Investor's Currency-equivalent yield on the Notes, (ii) the Investor's Currency-equivalent value of the principal payable on the Notes and (iii) the Investor's Currency-equivalent market value of the Notes.

Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate or the ability of the Issuer to make payments in respect of the Notes. As a result, investors may receive less interest or principal than expected, or no interest or principal.

The value of Fixed Rate Notes may be adversely affected by movements in market interest rates

Investment in Fixed Rate Notes involves the risk that if market interest rates subsequently increase above the rate paid on the Fixed Rate Notes, this will adversely affect the market value of the Fixed Rate Notes as the return realised on the Fixed Rate Notes may then be less than the return an investor could realise from another equivalent investment at the relevant time.

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Credit ratings assigned to the Issuer or any Notes may not reflect all the risks associated with an investment in those Notes

One or more independent credit rating agencies may assign credit ratings to the Notes (including on an unsolicited basis). The ratings may not reflect the potential impact of all risks related to structure and market of the Notes and additional factors discussed above and do not address the price, if any, at which the Notes may be resold prior to maturity (which may be substantially less than the original offering prices of the Notes) and other factors that may affect the value of the Notes. However, real or anticipated changes in the Issuer's credit ratings or the credit ratings of the Notes will generally affect the market value of the Notes. Such change may, among other factors, be due to a change in the methodology applied by a rating agency to rating securities with similar structures to the Notes, as opposed to any revaluation of the Issuer's financial strength or other factors such as conditions affecting the financial services industry generally.

A credit rating is not a recommendation to buy, sell or hold securities and may be revised, suspended or withdrawn by the rating agency at any time.

In general, European regulated investors are restricted under the CRA Regulation from using credit ratings for regulatory purposes in the EEA, unless such ratings are issued by a credit rating agency established in the EEA and registered under the CRA Regulation (and such registration has not been withdrawn or suspended), subject to transitional provisions that apply in certain circumstances. Such general restriction will also apply in the case of credit ratings issued by third country non-EEA credit rating agencies, unless the relevant credit ratings are endorsed by an EEA-registered credit rating agency or the relevant third country rating agency is certified in accordance with the CRA Regulation (and such endorsement action or certification, as the case may be, has not been withdrawn or suspended, subject to transitional provisions that apply in certain circumstances). The list of registered and certified rating agencies published by ESMA on its website in accordance with the CRA Regulation is not conclusive evidence of the status of the relevant rating agency included in such list, as there may be delays between certain supervisory measures being taken against a relevant rating agency and the publication of the updated ESMA list.

Investors regulated in the UK are subject to similar restrictions under the UK CRA Regulation. As such, UK regulated investors are required to use for UK regulatory purposes ratings issued by a credit rating agency established in the UK and registered under the UK CRA Regulation. In the case of ratings issued by third country non-UK credit rating agencies, third country credit ratings can either be: (a) endorsed by a UK-registered credit rating agency; or (b) issued by a third country credit rating agency that is certified in accordance with the UK CRA Regulation. Note this is subject, in each case, to (a) the relevant UK registration, certification or endorsement, as the case may be, not having been withdrawn or suspended, and (b) transitional provisions that apply in certain circumstances.

If the status of the rating agency rating the Notes changes for the purposes of the CRA Regulation or the UK CRA Regulation, relevant regulated investors may no longer be able to use the rating for regulatory purposes in the EEA or the UK, as applicable, and the Notes may have a different regulatory treatment. This may result in relevant regulated investors selling the Notes which may impact the value of the Notes and any secondary market.

DOCUMENTS INCORPORATED BY REFERENCE

The following information which has been previously published or is published simultaneously with this Offering Circular shall be incorporated in, and form part of, this Offering Circular:

- (a) the Form 20-F of the Issuer, for the financial year ended 31st December, 2025 as filed with the SEC on 20th February, 2026 (which includes (i) on pages F-1 to F-2 thereof the auditor's report, (ii) on page 207 thereof the auditor's opinion on the Issuer's internal control over financial reporting and (iii) on pages F-3 to F-221 thereof, the consolidated financial statements for each of the years ending 31st December, 2025 and 31st December, 2024) (available at: <https://www.sec.gov/ix?doc=/Archives/edgar/data/0000842180/000162828026010001/bbva-20251231.htm>);
- (b) the following sections of the English translation of the Condensed Interim Consolidated Financial Statements and Interim Consolidated Management Report as of and for the three months ended 31st March, 2026 (the **Q1 2026 Report**) (i) on pages 3 to 41 (inclusive) of the Q1 2026 Report, the Group's condensed interim consolidated financial statements as of and for the three months ended 31st March, 2026, (ii) on the two pages prior to the table of contents of the Q1 2026 Report, the auditor's limited review report thereon (together, the **Consolidated Interim Financial Statements**) and (iii) the section entitled "Alternative Performance Measures (APMs)" set out on pages 58 to 66 (inclusive) of the Interim Consolidated Management Report included in the Q1 2026 Report (the **Interim Consolidated Management Report**) (available at: <https://shareholdersandinvestors.bbva.com/wp-content/uploads/2026/04/BBVA-Group-Interim-Consolidated-Report-and-Management-Report-March-2026.pdf>);
- (c) the following sections of the English translation of the Consolidated Financial Statements, Consolidated Management Report and Audit Report for the Year 2025 (the **2025 Report**) (i) on pages 4 to 239 (inclusive) of the 2025 Report, the Group's audited consolidated financial statements as of and for the financial year ended 31st December, 2025, (ii) on the ten pages prior to the table of contents of the 2025 Report, the auditor's report thereon (together, the **2025 Consolidated Financial Statements**) and (iii) the section entitled "Alternative Performance Measures (APMs)" set out on pages 400 to 408 (inclusive) of the Consolidated Management Report 2025 included in the 2025 Report, (available at: https://shareholdersandinvestors.bbva.com/wp-content/uploads/2026/02/5_2_BBVA_Group_Annual_Report_and_Management_Report_2025.pdf);
- (d) the following sections of the English translation of the Financial Statements, Management Report and Auditor's Report – BBVA 2025 (the **2025 Stand-Alone Report**) (i) on pages 3 to 178 (inclusive) of the 2025 Stand-Alone Report, the Issuer's audited non-consolidated financial statements as of and for the year ended 31st December, 2025 and (ii) on the ten pages prior to the table of contents of the 2025 Stand-Alone Report, the auditor's report thereon (available at: https://shareholdersandinvestors.bbva.com/wp-content/uploads/2026/02/4_2_Annual_Report_and_Management_Report_BBVA_2025.pdf);
- (e) the following sections of the English translation of the Financial Statements, Management Report and Auditor's Report – BBVA 2024 (the **2024 Stand-Alone Report**) (i) on pages 3 to 186 (inclusive) of the 2024 Stand-Alone Report, the Issuer's audited non-consolidated financial statements as of and for the year ended 31st December, 2024 and (ii) on the ten pages prior to the table of contents of the 2024 Stand-Alone Report, the auditor's report thereon (available at: https://shareholdersandinvestors.bbva.com/wp-content/uploads/2025/02/4_2_ENG_2024_Individual_Annual_Accounts_and_Management_Report.pdf);
- (f) the terms and conditions of the Notes contained in the previous Offering Circular dated 17th July, 2025, pages 93 to 168 (inclusive) (available at <https://shareholdersandinvestors.bbva.com/wp->

DOCUMENTS INCORPORATED BY REFERENCE

[content/uploads/2025/07/UKO2-2010691393v1-BBVA-GMTN-2025-Offering-Circular-FINAL.pdf](#)), as supplemented by the supplement to it dated 19th May, 2026 (available at: https://shareholdersandinvestors.bbva.com/wp-content/uploads/2026/05/UKOU_AOSHEARMAN-130002474520-v1-BBVA-GMTN-Supplement-May-2026-CMDI-Reforms-FINAL.pdf);

- (g) the terms and conditions of the Notes contained in the previous Offering Circular dated 18th July, 2024, pages 94 to 169 (inclusive) (available at <https://shareholdersandinvestors.bbva.com/wp-content/uploads/2024/07/Final-Base-Prospectus.pdf>), as supplemented by the supplement to it dated 23rd May, 2025 (available at: <https://shareholdersandinvestors.bbva.com/wp-content/uploads/2025/05/Final-Supplement.pdf>);
- (h) the terms and conditions of the Notes contained in the previous Offering Circular dated 20th July, 2023, pages 92 to 169 (inclusive) (available at <https://shareholdersandinvestors.bbva.com/wp-content/uploads/2023/07/BVVA-GMTN-2023-Offering-Circular.pdf>);
- (i) the terms and conditions of the Notes contained in the previous Offering Circular dated 9th August, 2022, pages 96 to 168 (inclusive) (available at <https://shareholdersandinvestors.bbva.com/wp-content/uploads/2022/08/BVVA-GMTN-Offering-Circular-2022.pdf>);
- (j) the terms and conditions of the Notes contained in the previous Offering Circular dated 21st July, 2021, pages 77 to 141 (inclusive) (available at <https://shareholdersandinvestors.bbva.com/wp-content/uploads/2021/08/UKO2-2002990846-v1-BBVA-GMTN-Offering-Circular-2021-FINAL.pdf>);
- (k) the terms and conditions of the Notes contained in the previous Offering Circular dated 10th July, 2020, pages 69 to 123 (inclusive) (available at <https://shareholdersandinvestors.bbva.com/wp-content/uploads/2020/07/GMTN-Offering-Circular-2020.pdf>), as supplemented by the supplement to it dated 5th March, 2021 (available at: <https://shareholdersandinvestors.bbva.com/wp-content/uploads/2021/03/UKO2-2002141395-v1-BBVA-Supplement-Q4-2020-FINAL.pdf>);
- (l) the terms and conditions of the Notes contained in the previous Offering Circular dated 2nd July, 2019, pages 85 to 136 (inclusive) (available at <https://shareholdersandinvestors.bbva.com/wp-content/uploads/2019/07/Offering-Circular-02072019.pdf>);
- (m) the terms and conditions of the Notes contained in the previous Offering Circular dated 2nd August, 2018, pages 79 to 129 (inclusive) (available at <https://shareholdersandinvestors.bbva.com/wp-content/uploads/2018/09/OfferingCircular02082018.pdf>);
- (n) the terms and conditions of the Notes contained in the previous Offering Circular dated 17th July, 2017, pages 63 to 102 (inclusive) (available at: https://shareholdersandinvestors.bbva.com/wp-content/uploads/2017/09/Offering_Circular_17072017_tcm926-6688651.pdf), as supplemented by the supplement to it dated 25th April, 2018 (available at: https://www.rns-pdf.londonstockexchange.com/rns/1310M_-2018-4-25.pdf); and
- (o) the terms and conditions of the Notes contained in the previous Offering Circular dated 25th November, 2016, pages 60 to 96 (inclusive) (available at: https://shareholdersandinvestors.bbva.com/wp-content/uploads/2017/01/OfferingCircular25112016_tcm926-630659.pdf), as supplemented by the supplements to it dated 1st February, 2017 (available at: https://www.rns-pdf.londonstockexchange.com/rns/7919V_-2017-2-1.pdf) and 28th April, 2017 (available at: https://www.rns-pdf.londonstockexchange.com/rns/0577E_-2017-5-3.pdf).

In addition to the above, the following information published by the Issuer from time to time on or after the date of this Offering Circular, and available at the below hyperlink, shall be deemed to be incorporated by reference in, and form part of, this Offering Circular: (i) the English translation of any condensed interim consolidated financial statements and/or audited consolidated financial statements of the Group, including any auditor's limited review report or auditor's report thereon, (ii) the English translation of any unaudited consolidated

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interim balance sheets and income statements of the Group included in any interim management reports, (iii) the section entitled “Alternative Performance Measures (APMs)” in the English translation of any interim consolidated management report and/or consolidated management report of the Group, (iv) the provisional information in relation to the Group’s capital base set out in the section entitled “Capital base” of the English translation of any interim consolidated management report of the Group and (v) the English translation of any audited non-consolidated financial statements of the Issuer, including any auditor’s report thereon (each available at: https://shareholdersandinvestors.bbva.com/wp-content/uploads/2026/07/Informacion-incorporada-por-referencia-tras-su-publicacion_2026_ENG.pdf).

Information incorporated by reference pursuant to (i) to (v) above shall, to the extent applicable, be deemed to modify or supersede statements contained in this Offering Circular.

Translations in English have been prepared from the original Spanish language, and such translations constitute direct and accurate translations of the Spanish language text. In the event of any discrepancy, the Spanish language version of the relevant document prevails.

The Issuer will, in the event of any significant new factor, material mistake or material inaccuracy relating to information included in this Offering Circular which is capable of affecting the assessment of any Notes, prepare a supplement to this Offering Circular in accordance with Article 23 of the Prospectus Regulation or publish a new Offering Circular for use in connection with any subsequent issue of Notes. Statements contained in any such supplement (or contained in any information incorporated by reference therein) shall, to the extent applicable (whether expressly, by implication or otherwise), be deemed to modify or supersede statements contained in this Offering Circular or in information which is incorporated by reference in this Offering Circular. Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Offering Circular.

Any documents themselves incorporated by reference in the information incorporated by reference in this Offering Circular shall not form part of this Offering Circular.

Any non-incorporated parts of a document referred to herein are either (i) not considered by the Issuer to be relevant for prospective investors in the Notes to be issued under the Programme or (ii) covered elsewhere in this Offering Circular.

The contents of any website (except for the documents incorporated by reference into this Offering Circular to the extent set out on any such website) referenced in this Offering Circular do not (and shall not be deemed to) form part of (and are not incorporated into) this Offering Circular.

FORM OF THE NOTES

The Notes of each Series will be in either bearer form, with or without interest coupons attached or registered form, without interest coupons attached. Bearer Notes will be issued outside the United States in reliance on Regulation S under the Securities Act (**Regulation S**) and Registered Notes will be issued both outside the United States in reliance on the exemption from registration provided by Regulation S and within the United States in reliance on Rule 144A or Regulation D under the Securities Act.

Bearer Notes

Each Tranche of Bearer Notes will be initially issued in the form of a temporary global note (a **Temporary Bearer Global Note**) or a permanent global note (a **Permanent Bearer Global Note**) as indicated in the applicable Final Terms, which, in either case, will:

- (i) if the Global Notes are intended to be issued in new global note (NGN) form, as stated in the applicable Final Terms, be delivered on or prior to the original issue date of the Tranche to a common safekeeper for Euroclear and Clearstream, Luxembourg; or
- (ii) if the Global Notes are not intended to be issued in NGN form, be delivered on or prior to the original issue date of the Tranche to a common depositary for Euroclear and Clearstream, Luxembourg.

Where the Global Notes issued in respect of any Tranche are in NGN form, Euroclear and Clearstream, Luxembourg will be notified as to whether or not such Global Notes are intended to be held in a manner which would allow Eurosystem eligibility. Any indication that the Global Notes are to be so held means that the Notes of a particular Tranche are intended upon issue to be deposited with one of the ICSDs as common safekeeper and does not necessarily mean that the Notes of the relevant Tranche will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any time during their life as such recognition depends upon satisfaction of the Eurosystem eligibility criteria. The Common Safekeeper for NGNs will either be Euroclear or Clearstream, Luxembourg or another entity approved by Euroclear and Clearstream, Luxembourg.

Whilst any Bearer Note is represented by a Temporary Bearer Global Note, payments of principal, interest (if any) and any other amount payable in respect of the Notes due prior to the Exchange Date (as defined below) will be made (against presentation of the Temporary Bearer Global Note if the Temporary Global Note is not intended to be issued in NGN form) only to the extent that certification of non-U.S. beneficial ownership or certification to the effect that the holder is a U.S. person who purchased in a transaction that did not require registration under the Securities Act and to the effect that such holder is not a United States person, or is a United States person that purchased by or through certain United States financial institutions or is a financial institution purchasing for resale during the restricted period to persons other than United States persons or persons within the United States or its possessions as required by U.S. Treasury regulations, has been received by Euroclear and/or Clearstream, Luxembourg, as applicable, has given a like certification (based on the certifications it has received) to the Principal Paying Agent.

On and after the date (the **Exchange Date**) which is 40 days after a Temporary Bearer Global Note is issued, interests in such Temporary Bearer Global Note will be exchangeable (free of charge) upon a request as described therein either for (a) interests in a Permanent Bearer Global Note of the same Series or (b) for definitive Bearer Notes of the same Series with, where applicable, interest coupons and talons attached (as indicated in the applicable Final Terms), in each case against certification of beneficial ownership as described above unless such certification has already been given, provided that purchasers in the United States and certain U.S. persons will not be able to receive definitive Bearer Notes. The holder of a Temporary Bearer Global Note will not be entitled to collect any payment of interest, principal or other amount due on or after the Exchange Date unless, upon due certification, exchange of the Temporary Bearer Global Note for an interest in a Permanent Bearer Global Note or for definitive Bearer Notes is improperly withheld or refused.

FORM OF THE NOTES

Payments of principal, interest (if any) or any other amounts on a Permanent Bearer Global Note will be made through Euroclear and/or Clearstream, Luxembourg (against presentation or surrender (as the case may be) of the Permanent Bearer Global Note if the Permanent Bearer Global Note is not intended to be issued in NGN form) without any requirement for certification.

The applicable Final Terms will specify that a Permanent Bearer Global Note will be exchangeable (free of charge), in whole but not in part, for definitive Bearer Notes with, where applicable, interest coupons and talons attached upon the occurrence of an Exchange Event. For these purposes, **Exchange Event** means that (i) an Event of Default (as defined in Condition 9) has occurred and is continuing, (ii) the Issuer has been notified that both Euroclear and Clearstream, Luxembourg have been closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and no successor clearing system is available, or (iii) if so specified in the applicable Final Terms, the Issuer has or will become subject to adverse tax consequences which would not be suffered were the Notes represented by the Permanent Bearer Global Note in definitive form. The Issuer will promptly give notice to Noteholders in accordance with Condition 13 if an Exchange Event occurs. In the event of the occurrence of an Exchange Event, Euroclear and/or Clearstream, Luxembourg (acting on the instructions of any holder of an interest in such Permanent Bearer Global Note) or the Issuer, as the case may be, may give notice to the Principal Paying Agent requesting exchange. Any such exchange shall occur not later than 60 days after the date of receipt of the first relevant notice by the Principal Paying Agent.

The following legend will appear on all Bearer Notes (other than Temporary Global Notes), interest coupons relating to such Notes where TEFRA D is specified in the applicable Final Terms:

“ANY UNITED STATES PERSON WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165(j) AND 1287(a) OF THE INTERNAL REVENUE CODE.”

The sections referred to provide that United States holders, with certain exceptions, will not be entitled to deduct any loss on Bearer Notes or interest coupons and will not be entitled to capital gains treatment of any gain on any sale, disposition, redemption or payment of principal in respect of such Notes or interest coupons.

Notes which are represented by a Bearer Global Note will only be transferable in accordance with the rules and procedures for the time being of Euroclear or Clearstream, Luxembourg, as the case may be.

Registered Notes

The Registered Notes of each Tranche offered and sold in reliance on Regulation S, which will be sold to non-U.S. persons outside the United States, will initially be represented by a global note in registered form (a **Regulation S Global Note**). Prior to expiry of the distribution compliance period (as defined in Regulation S) applicable to each Tranche of Notes, beneficial interests in a Regulation S Global Note may not be offered or sold to, or for the account or benefit of, a U.S. person save as otherwise provided in Condition 2 and may not be held otherwise than through Euroclear or Clearstream, Luxembourg and such Regulation S Global Note will bear a legend describing such restrictions on transfer.

The Registered Notes of each Tranche may only be offered and sold in the United States or to U.S. persons in private transactions (a) to “qualified institutional buyers” within the meaning of Rule 144A under the Securities Act (**QIBs**) or (b) to “accredited investors” (as defined in Rule 501(a)(1), (2), (3) or (7) under the Securities Act that are institutions (**Institutional Accredited Investors**)) who agree to purchase the Notes for their own account and not with a view to the distribution thereof. The Registered Notes of each Tranche sold to QIBs will be represented by a global note in registered form (a **Rule 144A Global Note** and, together with a Regulation S Global Note, the **Registered Global Notes**).

Registered Global Notes will either (a) be deposited with a custodian for, and registered in the name of a nominee of, DTC for the accounts of Euroclear and Clearstream, Luxembourg or (b) be deposited with a common depositary or common safekeeper, as the case may be, for Euroclear and Clearstream, Luxembourg,

and registered in the name of a common nominee of, Euroclear and Clearstream, Luxembourg or in the name of a nominee if the common safekeeper, as specified in the applicable Final Terms. Persons holding beneficial interests in Registered Global Notes will be entitled or required, as the case may be, under the circumstances described below, to receive physical delivery of definitive Notes in fully registered form.

Registered Global Notes issued in respect of any Tranche and deposited with one of the ICSDs as common safekeeper, and registered in the name of a nominee of one of the ICSDs acting as common safekeeper, that is, held under the NSS, are intended to be held in a manner which would allow Eurosystem eligibility. This does not necessarily mean that the Notes of such Tranche will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any time during their life, as such recognition depends upon satisfaction of the Eurosystem eligibility criteria.

The Registered Notes of each Tranche sold to Institutional Accredited Investors will be in definitive form, registered in the name of the holder thereof (**Definitive IAI Registered Notes**). Unless otherwise set forth in the applicable Final Terms, Definitive IAI Registered Notes will be issued only in minimum denominations of USD200,000 and integral multiples of USD1,000 in excess thereof (or the approximate equivalents in the applicable Specified Currency). Definitive IAI Registered Notes will be subject to the restrictions on transfer set forth therein and will bear the restrictive legend described under “*Subscription and Sale and Transfer and Selling Restrictions*”. Institutional Accredited Investors that hold Definitive IAI Registered Notes may elect to hold such Notes through DTC, but transferees acquiring the Notes in transactions exempt from Securities Act registration pursuant to Regulation S or Rule 144 under the Securities Act (if available) may do so upon satisfaction of the requirements applicable to such transfer as described under “*Subscription and Sale and Transfer and Selling Restrictions*”. The Rule 144A Global Note and the Definitive IAI Registered Notes will be subject to certain restrictions on transfer set forth therein and will bear a legend regarding such restrictions.

Payments of principal, interest and any other amount in respect of the Registered Global Notes will, in the absence of provision to the contrary, be made to the person shown on the Register (as defined in Condition 5(d)) as the registered holder of the Registered Global Notes. None of the Issuer, any Paying Agent or the Registrar will have any responsibility or liability for any aspect of the records relating to or payments or deliveries made on account of beneficial ownership interests in the Registered Global Notes or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

Payments of principal, interest or any other amount in respect of the Registered Notes in definitive form will, in the absence of provision to the contrary, be made to the persons shown on the Register on the relevant Record Date (as defined in Condition 5(d)) immediately preceding the due date for payment in the manner provided in that Condition.

Interests in a Registered Global Note will be exchangeable (free of charge), in whole but not in part, for definitive Registered Notes without interest coupons or talons attached only upon the occurrence of an Exchange Event. For these purposes, **Exchange Event** means that (a) an Event of Default has occurred and is continuing, (b) the Issuer has or will become subject to adverse tax consequences which would not be suffered were the Notes represented by the Registered Global Note in definitive form, (c) in the case of Notes registered in the name of a nominee for a common depository for Euroclear and Clearstream, Luxembourg, the Issuer has been notified that both Euroclear and Clearstream, Luxembourg have been closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and, no successor clearing system is available or (d) in the case of Notes registered in the name of a nominee for DTC, either DTC has notified the Issuer that it is unwilling or unable to continue to act as depository for the Notes and no alternative clearing system is available or DTC has ceased to constitute a clearing agency registered under the Exchange Act. The Issuer will promptly give notice to Noteholders in accordance with Condition 13 if an Exchange Event occurs. In the event of the occurrence of an Exchange Event, DTC, Euroclear and/or Clearstream, Luxembourg (acting on the instructions of any holder of an interest in such Registered Global Note) or the Issuer, as the case may be, may give notice to the Registrar requesting exchange. Any such exchange shall occur not later than 60 days after the date of receipt of the first relevant notice by the Registrar.

Transfer of interests

Interests in a Registered Global Note may, subject to compliance with all applicable restrictions, be transferred to a person who wishes to hold such interest in another Registered Global Note or in the form of a Definitive IAI Registered Note and Definitive IAI Registered Notes may, subject to compliance with all applicable restrictions, be transferred to a person who wishes to hold such Notes in the form of an interest in a Registered Global Note. No beneficial owner of an interest in a Registered Global Note will be able to transfer such interest, except in accordance with the applicable procedures of DTC, Euroclear and Clearstream, Luxembourg, in each case to the extent applicable, in each case. Registered Notes are also subject to the restrictions on transfer set forth therein and will bear a legend regarding such restrictions, see “*Subscription and Sale and Transfer and Selling Restrictions*”.

General

Pursuant to the Agency Agreement (as defined under “*Terms and Conditions of the Notes*”), the Principal Paying Agent shall arrange that, where a further Tranche of Notes is issued which is intended to form a single Series with an existing Tranche of Notes at a point after the Issue Date of the further Tranche, the Notes of such further Tranche shall be assigned a common code, and ISIN and, where applicable, a CUSIP and CINS number which are different from the common code and ISIN, CUSIP and CINS assigned to Notes of any other Tranche of the same Series until such time as the Tranches are consolidated and form a single Series, which shall not be prior to the expiry of the distribution compliance period (as defined in Regulation S) applicable to the Notes of such Tranche.

For so long as any of the Notes is represented by a Global Note held on behalf of Euroclear and/or Clearstream, Luxembourg and/or DTC or its nominee each person (other than Euroclear or Clearstream, Luxembourg or DTC) who is for the time being shown in the records of Euroclear or of Clearstream, Luxembourg or of DTC as the holder of a particular nominal amount of such Notes (in which regard any certificate or other document issued by Euroclear or Clearstream, Luxembourg or DTC as to the nominal amount of such Notes standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be treated by the Issuer and its agents as the holder of such nominal amount of such Notes for all purposes other than with respect to the payment of principal or interest on such nominal amount of such Notes and, in the case of DTC or its nominee, voting, giving consents or making requests, for which purpose the bearer of the relevant Bearer Global Note or the registered holder of the relevant Registered Global Note shall be treated by the Issuer and its agents as the holder of such nominal amount of such Notes in accordance with and subject to the terms of the relevant Global Note and the expressions **Noteholder** and **holder of Notes** and related expressions shall be construed accordingly.

Except in relation to Notes issued in NGN form, any reference herein to Euroclear and/or Clearstream, Luxembourg and/or DTC shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system specified in the applicable Final Terms. A Note may be accelerated by the holder thereof in certain circumstances described in Condition 9. In such circumstances, where any Note is still represented by a Global Note and the Global Note (or any part thereof) has become due and repayable in accordance with the Terms and Conditions of such Notes and payment in full of the amount due has not been made in accordance with the provisions of the Global Note, then from 8.00 p.m. (London time) on such day holders of interests in such Global Note credited to their accounts with Euroclear and/or Clearstream, Luxembourg and/or DTC, as the case may be, will become entitled to proceed directly against the Issuer on the basis of statements of account provided by Euroclear, Clearstream, Luxembourg and DTC on and in the case of Notes governed by English law subject to the terms of an amended and restated deed of covenant dated 2nd June, 2025 and executed by the Issuer (the **Deed of Covenant**) and in the case of Notes governed by Spanish law the terms of the Global Notes. In addition, holders of interests in such Global Note credited to their accounts with DTC may require DTC to deliver Definitive Notes in registered form in exchange for their interest in such Global Note in accordance with DTC’s standard operating procedures.

APPLICABLE FINAL TERMS

[PROHIBITION OF SALES TO EEA RETAIL INVESTORS

The Notes are not intended to be offered, sold or otherwise made available to and shall not be offered, sold or otherwise made available to any retail investor in the European Economic Area (the **EEA**). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, **MiFID II**); (ii) a customer within the meaning of Directive (EU) 2016/97, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (as amended, the **Prospectus Regulation**). Consequently, no key information document required by Regulation (EU) No. 1286/2014 (as amended, the **PRIIPs Regulation**) for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.]¹

[PROHIBITION OF SALES TO UK RETAIL INVESTORS

The Notes are not intended to be offered, sold, distributed or otherwise made available to and shall not be offered, sold, distributed or otherwise made available to any retail investor in the United Kingdom (the **UK**). For these purposes, a retail investor means a person who is either one (or both) of the following: (i) not a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No. 600/2014 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 (**UK MiFIR**); or (ii) not a qualified investor as defined in paragraph 15 of Schedule 1 to the Public Offers and Admissions to Trading Regulations 2024. Consequently, no disclosure document required by the FCA Product Disclosure Sourcebook (**DISC**) for offering, selling or distributing the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering, selling or distributing the Notes or otherwise making them available to any retail investor in the UK may be unlawful under DISC and the Consumer Composite Investments (Designated Activities) Regulations 2024.]²

[MiFID II PRODUCT GOVERNANCE/PROFESSIONAL INVESTORS AND ELIGIBLE COUNTERPARTIES AS THE ONLY TARGET MARKET – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in [Directive 2014/65/EU (as amended, MiFID II)/MiFID II]; and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. [The target market assessment indicates that the Notes are incompatible with the knowledge, experience, needs, characteristic and objective of clients which are retail clients (as defined in MiFID II) and accordingly the Notes shall not be offered or sold to any retail clients.] [] [*Consider any other negative target market*] Any person subsequently offering, selling or recommending the Notes (a **distributor**) should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.]³

[UK MiFIR PRODUCT GOVERNANCE / PROFESSIONAL INVESTORS AND ELIGIBLE COUNTERPARTIES ONLY TARGET MARKET – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is only eligible counterparties, as defined in the FCA Handbook Conduct of

¹ Legend to be included on front of the Final Terms for all Senior Non-Preferred Notes and Subordinated Notes. In the case of Senior Preferred Notes, this legend should also be included if the Senior Preferred Notes potentially constitute "packaged" products and no key information document will be prepared or the Issuer wishes to prohibit offers to EEA retail investors for any other reason, in which case the selling restriction in Part B, paragraph 7(a) of the Final Terms should be specified to be "Applicable".

² Legend to be included on front of the Final Terms for all Senior Non-Preferred Notes and Subordinated Notes. In the case of Senior Preferred Notes, this legend should also be included if the Senior Preferred Notes potentially constitute consumer composite investments and no disclosure document will be prepared or the Issuer wishes to prohibit offers to UK retail investors for any other reason, in which case the selling restriction in Part B, paragraph 7(b) of the Final Terms should be specified to be "Applicable".

³ Legend to be included on front of the Final Terms for all Senior Non-Preferred Notes and Subordinated Notes.

Business Sourcebook (COBS), and professional clients, as defined in [Regulation (EU) No. 600/2014 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 (**UK MiFIR**)/UK MiFIR]; and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. [The target market assessment indicates that the Notes are incompatible with the knowledge, experience, needs, characteristic and objective of clients which are retail clients (for these purposes, a retail client means a person who is not a professional client as defined in point (8) of Article 2(1) of UK MiFIR) and accordingly the Notes shall not be offered or sold to any retail clients.] [*Consider any negative target market*]. Any [person subsequently offering, selling or recommending the Notes (a **distributor**)/distributor] should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the **UK MiFIR Product Governance Rules**) is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.]⁴

[**Notification under Section 309B(1)(c) of the Securities and Futures Act 2001 of Singapore** (as amended or modified, the **SFA**) – In connection with Section 309B of the SFA and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the **CMP Regulations 2018**), the Issuer has determined the classification of the Notes to be capital markets products other than prescribed capital markets products (as defined in the CMP Regulations 2018) and Specified Investment Products (as defined in the Singapore Monetary Authority (the **MAS**) Notice SFA 04-N12: Notice on the Sale of Investment Products and the MAS Notice FAA-N16: Notice on Recommendations on Investment Products).]⁵

Banco Bilbao Vizcaya Argentaria, S.A.
Issuer Legal Entity Identifier (LEI): K8MS7FD7N5Z2WQ51AZ71

Issue of [] []
under the €40,000,000,000
Global Medium Term Note and Covered Bond Programme

PART A - CONTRACTUAL TERMS

[Terms used herein shall be deemed to be defined as such for the purposes of the terms and conditions (the **Conditions**) set forth in the Offering Circular dated 17th July, 2026 [and the supplement[s] to it dated [] and []] which [together] constitute[s] a base prospectus for the purposes of [Regulation (EU) 2017/1129 (as amended, the **Prospectus Regulation**)/the Prospectus Regulation] (the **Offering Circular**). This document constitutes the Final Terms of the Notes described herein for the purposes of the Prospectus Regulation and must be read in conjunction with the Offering Circular in order to obtain all the relevant information. The Offering Circular has been published on the website of Euronext Dublin.

[The following alternative language applies if the first tranche of an issue which is being increased was issued under an Offering Circular with an earlier date.]

Terms used herein shall be deemed to be defined as such for the purposes of the terms and conditions (the **Conditions**) set forth in the Offering Circular dated [17th July, 2025 [and the supplement to it dated 19th May, 2026]]/[18th July, 2024 and the supplement to it dated 23rd May, 2025]/[20th July, 2023]/[9th August, 2022]/[21st July, 2021]/[10th July, 2020 and the supplement to it dated 5th March, 2021]/[2nd July, 2019]/[2nd August, 2018]/[17th July, 2017 and the supplement to it dated 25th April, 2018]/[25th November, 2016 and the supplements to it dated 1st February, 2017 and 28th April, 2017] which are incorporated by reference in the Offering Circular dated 17th July, 2026. This document constitutes the Final Terms of the Notes described herein for the purposes of the Prospectus Regulation and must be read in conjunction with the Offering Circular dated 17th July, 2026 [and the supplement[s] to it dated [] and []] which [together] constitute[s] a base prospectus for the purposes of the Prospectus Regulation (the **Offering Circular**), including the Conditions

⁴ Legend to be included on front of the Final Terms for all Senior Non-Preferred Notes and Subordinated Notes.

⁵ Legend to be included on front of the Final Terms if the Notes sold into Singapore do not constitute prescribed capital markets products as defined under the CMP Regulations 2018.

APPLICABLE FINAL TERMS

incorporated by reference in the Offering Circular in order to obtain all the relevant information. The Offering Circular has been published on the website of Euronext Dublin.]

[Include whichever of the following apply or specify as "Not Applicable". Note that the numbering should remain as set out below, even if "Not Applicable" is indicated for individual paragraphs or subparagraphs (in which case the sub-paragraphs of the paragraphs which are not applicable can be deleted). Italics denote directions for completing the Final Terms.]

1. **Issuer:** Banco Bilbao Vizcaya Argentaria, S.A.
2.
 - (a) Series Number: []
 - (b) Tranche Number: []
 - (c) Date on which the Notes will be consolidated and form a single Series: [The Notes will be consolidated and form a single Series with *[identify earlier Tranches]* on [the Issue Date/the date that is 40 days after the Issue Date/exchange of the Temporary Bearer Global Note for interests in the Permanent Bearer Global Note, as referred to in paragraph 28 below, which is expected to occur on or about *[date]*][Not Applicable]
3. **Specified Currency or Currencies:** []
4. **Aggregate Nominal Amount:**
 - (a) Series: []
 - (b) Tranche: []
5. **Issue Price:** [] per cent. of the Aggregate Nominal Amount [plus accrued interest from *[insert date]* (if applicable)]
6.
 - (a) Specified Denomination[s]: []
(in the case of Registered Notes, this means the minimum integral amount in which transfers can be made)

(N.B. Notes must have a minimum denomination of €100,000 (or equivalent))

(Note – where multiple denominations above [€100,000] or equivalent are being used the following sample wording should be followed:

"[€100,000] and integral multiples of [€1,000] in excess thereof up to and including [€199,000]. No Notes in definitive form will be issued with a denomination above [€199,000].")
 - (b) Calculation Amount (in relation to calculation of interest in global form or Registered definitive form see Conditions): []

(Applicable to Notes in definitive form)

(If only one Specified Denomination, insert the Specified Denomination. If more than one Specified Denomination, insert the highest common factor. Note: There must be a common factor in the case of two or more Specified Denominations.)

7. (a) Issue Date: []
- (b) Interest Commencement Date: [[specify]/Issue Date/Not Applicable]
- (N.B. An Interest Commencement Date will not be relevant for certain Notes, for example Zero Coupon Notes.)*
8. **Maturity Date:** [[Specify date or for Floating Rate Notes – Interest Payment Date falling in or nearest to [specify month and year]]⁶
9. **Extended Final Maturity for Covered Bonds:** [Applicable. [If any of the triggering circumstances for an extension of maturity set forth in Article 15.2 of Royal Decree-Law 24/2021 occurs, payment of the unpaid amount may be deferred until the Extended Final Maturity Date, provided that the Issuer and/or the special cover pool monitor has received approval from the Bank of Spain for the extension of the Maturity Date of such Series and all other prerequisite requirements for such extension have been met. See further paragraph 20.]] [Not Applicable]
10. **Extended Final Maturity Date:** [Fixed rate – specify date/Floating rate – Interest Payment Date falling in or nearest to [specify month and year]] [Not Applicable]
- (NB the Extended Final Maturity Date must fall no later than one year after the Maturity Date)*
11. **Interest Basis:** [In respect of the period from (and including) the Interest Commencement Date to (but excluding) the Maturity Date,
- [] per cent. Fixed Rate]
- [Fixed Reset Notes]
- [] month [EURIBOR/Compounded Daily SONIA/Compounded Daily SOFR/Compounded Daily €STR] +/- [] per cent. Floating Rate][Zero Coupon][Not Applicable]
- (see paragraphs [16]/[17]/[18]/[19] below)]
- [In respect of the period from (and including) the Maturity Date to (but excluding) the Extended Final Maturity Date (if applicable),
- [] per cent. Fixed Rate]

⁶ For Renminbi-denominated Fixed Rate Notes where the Interest Payment Dates are subject to modification it will be necessary to use the second option here.

[] month [EURIBOR/Compounded Daily SONIA/Compounded Daily SOFR/Compounded Daily €STR] +/-[] per cent. Floating Rate][Zero Coupon][Not Applicable]

(see paragraphs [16]/[17]/[18]/[19] below)]

12. Redemption/Payment Basis:

Subject to any purchase and cancellation or early redemption and paragraph 9 above, the Notes will be redeemed on the Maturity Date at 100 per cent. of their nominal amount

13. Change of Interest Basis:

[Specify the date when any fixed to floating rate change occurs or cross refer to paragraphs [16], [17], [18] and [19] below and identify there][Not Applicable]

14. Put/Call Options:

[Issuer Call]

[Issuer Residual Call]

[Investor Put]

[Not Applicable]

[(see paragraph [22]/[24]/[25] below)]

15. (a) Type of Note:

[MTN/Covered Bond]

(b) Status of MTN:

[Senior/Subordinated][Not Applicable]

– Status of Senior Notes:

[Senior Preferred/Senior Non-Preferred/Not Applicable]

– Status of Subordinated Notes:

[Senior Subordinated/Tier 2 Subordinated/Not Applicable]

(c) Type of Covered Bond:

[Mortgage Covered Bonds/Public Sector Covered Bonds/Internationalisation Covered Bonds][Not Applicable]

(d) [Date [Board] approval for issuance of Notes obtained:

[][Not Applicable]

(N.B. Only relevant where Board (or similar) authorisation is required for the particular tranche of Notes)

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

16. Fixed Rate Note Provisions:

[Applicable/Not Applicable]

(If not applicable, delete the remaining subparagraphs of this paragraph)

(a) Rate(s) of Interest:

[[] per cent. per annum payable in arrear on each Interest Payment Date]/[Not Applicable]

- (b) Interest Payment Date(s): [[] in each year commencing on [] up to and including the Maturity Date, subject to adjustment for payment purposes only and not for interest accrual purposes, in accordance with the Following Business Day Convention]]/[Not Applicable]⁷

(Amend appropriately in the case of irregular coupons)

- (c) Fixed Coupon Amount(s) (and in relation to Notes in global form or Registered definitive form see Conditions): [[] per Calculation Amount]/[Not Applicable]⁸

- (d) Broken Amount(s) (and in relation to Notes in global form or Registered definitive form see Conditions): [[] per Calculation Amount payable on the Interest Payment Date falling [in/on] []][Not Applicable]

[Insert particulars of any initial or final broken interest amounts which do not correspond with the Fixed Coupon Amount]

- (e) Day Count Fraction: [30/360 or 30/360 (ISDA)][Actual/Actual (ICMA)][Actual/Actual (ISDA)][Actual/365 (Fixed)][Not Applicable]

- (f) Determination Date(s): [[] in each year][Not Applicable]

(Only relevant where Day Count Fraction is Actual/Actual (ICMA). In such a case, insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon)

(NB: This will need to be amended in the case of regular Interest Payment Dates which are not of equal duration)

17. Fixed Reset Note Provisions: [Applicable/Not Applicable]

(If not applicable, delete the remaining subparagraphs of this paragraph)

- (a) Initial Interest Rate: [] per cent. per annum [payable [annually/semi-annually/quarterly] in arrear on each Interest Payment Date]

- (b) Interest Payment Date(s): [[] in each year commencing on [] up to and including the Maturity Date, subject to adjustment for payment purposes only and not for interest

⁷ For certain Renminbi-denominated Fixed Rate Notes the Interest Payment Dates are subject to modification and the following words should be added: "provided that if any Interest Payment Date falls on a day which is not a Business Day, such Interest Payment Date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such Interest Payment Date shall be brought forward to the immediately preceding Business Day".

⁸ For Renminbi-denominated Fixed Rate Notes where the Interests Payment Dates are subject to modification the following alternative wording is appropriate: "Each Fixed Coupon Amount shall be calculated by multiplying the product of the Rate of Interest and the Calculation Amount by the Day Count Fraction and rounding the resultant figure to the nearest CNY0.01, CNY 0.005, being rounded upwards".

accrual purposes, in accordance with the Following Business Day Convention]]

(Amend appropriately in the case of irregular coupons)

- (c) Fixed Coupon Amount to (but excluding) the Reset Date for Notes in definitive form (and in relation to Notes in global form see Conditions): [[] per Calculation Amount/Not Applicable]
- (d) Broken Amount(s) for Notes in definitive form (and in relation to Notes in global form see Conditions): [[] per Calculation Amount payable on the Interest Payment Date falling [in/on] []][Not Applicable]
- (e) Day Count Fraction: [30/360] [Actual/Actual (ICMA)]
[Actual/365 (Fixed)⁹]
- (f) Determination Date(s): [[] in each year][Not Applicable]
- (NB: Only relevant where Day Count Fraction is Actual/Actual (ICMA). In such a case, insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon)*
- (g) Reset Date: []
- (h) Subsequent Reset Date(s): [] [and []]
- (i) Reset Reference Rate: [Mid-Swap Rate] [Reset Reference Bond Rate][CMT Rate][]
- (j) Reset Margin: [+/-][] per cent. per annum
- (k) ¹⁰[Relevant Screen Page: []]
- (l) ¹¹[Floating Leg Reference Rate: []]
- (m) Floating Leg Screen Page: []
- (n) Initial Mid-Swap Rate: [] per cent. per annum (quoted on a[n annual/semi-annual basis])]
- (o) ¹²[Initial Reference Rate: [] per cent.]
- (p) ¹³[Original Reset Reference Rate Payment Basis: [Annual/Semi-annual/Quarterly/Monthly/Other-specify/Not Applicable]]

⁹ Applicable to Renminbi-denominated Fixed Rate Notes.

¹⁰ Delete if the Reset Reference Rate is not the Mid-Swap Rate or Reset Reference Bond Rate.

¹¹ Delete sub-paragraphs (l) through (n) if the Reset Reference Rate is not the Mid-Swap Rate.

¹² Delete if the Reset Reference Rate is the Mid-Swap Rate or the CMT Rate.

¹³ Delete if the Reset Reference Rate is not the CMT Rate.

18. Floating Rate Note Provisions:

[Applicable/Not Applicable]

(If not applicable, delete the remaining subparagraphs of this paragraph)

- (a) Specified Period(s)/Specified Interest Payment Dates: [], subject to adjustment in accordance with the Business Day Convention set out in (b) below/, not subject to adjustment, as the Business Day Convention in (b) below is specified to be Not Applicable]
- (b) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/[specify other]]/[Not Applicable]
- (c) Additional Business Centre(s): []/[Not Applicable]
- (d) Party responsible for calculating the Rate of Interest and Interest Amount (if not the Principal Paying Agent): [[] (the **Calculation Agent**)]/[Not Applicable]
- (e) Screen Rate Determination:
 - Reference Rate: [Currency] [] month [EURIBOR/Compounded Daily SONIA/Compounded Daily SOFR/Compounded Daily €STR/Weighted Average €STR]
 - Interest Determination Date(s): []

(The second day on which T2 is open prior to the start of each Interest Period if EURIBOR, the day falling “p” London Banking Days, “p” U.S. Government Securities Business Days or “p” T2 Settlement Days prior to the Interest Payment Date for the relevant Interest Period or such other date on which the relevant payment of interest falls due (but which by its definition or the operation of the relevant provisions is excluded from such Interest Period), if Compounded Daily SONIA, Compounded Daily SOFR or Compounded Daily €STR, respectively)
 - Relevant Screen Page: []

(In the case of EURIBOR, if not Reuters EURIBOR01 ensure it is a page which shows a composite rate or amend the fallback provisions appropriately)
 - Observation Method: [Not Applicable/Lag/Shift]¹⁴

¹⁴ Only include for Notes for which the Reference Rate is specified as being “Compounded Daily SONIA” or “Compounded Daily €STR” and for which “Index Determination” is specified as being not applicable.

- Observation Look-Back Period: [[[] London Banking Days][[] U.S. Government Securities Business Days][[] T2 Settlement Days][Not Applicable]¹⁵

(NB: If the Reference Rate is Compounded Daily SONIA, Compounded Daily SOFR or Compounded Daily €STR, a minimum of 5 London Banking Days, 5 U.S. Government Securities Business Days or 5 T2 Settlement Days, respectively, should be specified unless otherwise agreed in writing with the Principal Paying Agent or the Calculation Agent, as applicable.)

- Index Determination: [Applicable/Not Applicable]
- Specified Time: []

(N.B. Delete for all Reference Rates other than Compounded Daily SONIA, Compounded Daily SOFR or Compounded Daily €STR where Index Determination is specified as being applicable and in the case of Compounded Daily SOFR, the Specified Time should be 5.00 p.m. (New York City time) unless otherwise agreed in writing with the Principal Paying Agent or the Calculation Agent, as applicable)

- (f) Linear Interpolation: [Not Applicable/Applicable – the Rate of interest for the [long/short] [first/last] Interest Period shall be calculated using Linear Interpolation (*specify for each short or long interest period*)]
- (g) Margin(s): [+/-][] per cent. per annum
- (h) Minimum Rate of Interest: [] per cent. per annum
- (i) Maximum Rate of Interest: [] per cent. per annum
- (j) Day Count Fraction: [Actual/Actual (ISDA)] [Actual/Actual]
[Actual/365 (Fixed)]
[Actual/365 (Sterling)]
[Actual/360]
[30/360]/[360/360]/[Bond Basis]
[30E/360 or Eurobond Basis]
[30E/360 (ISDA)]

19. Zero Coupon Note Provisions: [Applicable/Not Applicable]

(If not applicable, delete the remaining subparagraphs of this paragraph)

- (a) Accrual Yield: [] per cent. per annum

¹⁵ Only include for Notes for which the Reference Rate is specified as being "Compounded Daily SONIA", "Compounded Daily SOFR" or "Compounded Daily €STR" and for which "Index Determination" is specified as being not applicable.

- (b) Reference Price: []
- (c) Day Count Fraction in relation to Early Redemption Amounts [30/360][Actual/360][Actual/365]
- 20. Extended Final Maturity Interest Provisions:** [Applicable from (and including) the Maturity Date to (but excluding) the Extended Final Maturity Date /Not Applicable]
- (If not applicable, delete the remaining subparagraphs of this paragraph)*
- (a) Fixed Rate: [Applicable/Not Applicable]
- (If not applicable, delete the remaining subparagraphs of this paragraph)*
- Rate(s) of Interest: [[] per cent. per annum payable in arrear on each Interest Payment Date]/[Not Applicable]
 - Interest Payment Date(s): [[] in each year commencing on [] up to and including the Maturity Date, subject to adjustment for payment purposes only and not for interest accrual purposes, in accordance with the Following Business Day Convention]]/[Not Applicable]¹⁶
- (Amend appropriately in the case of irregular coupons)*
- Fixed Coupon Amount(s) for Notes in definitive form (and in relation to Notes in global form see Conditions): [[] per Calculation Amount]/[Not Applicable]¹⁷
 - Broken Amount(s) for Notes in definitive form (and in relation to Notes in global form see Conditions): [[] per Calculation Amount payable on the Interest Payment Date falling [in/on] []][Not Applicable]
- [Insert particulars of any initial or final broken interest amounts which do not correspond with the Fixed Coupon Amount]*
- Day Count Fraction: [30/360 or 30/360 (ISDA)][Actual/Actual (ICMA)][Actual/Actual (ISDA)][Actual/365 (Fixed)][Not Applicable]
 - Determination Date(s): [[] in each year][Not Applicable]
- (Only relevant where Day Count Fraction is Actual/Actual (ICMA). In such a case, insert regular interest payment dates, ignoring extended final*

¹⁶ For certain Renminbi-denominated Fixed Rate Notes the Interest Payment Dates are subject to modification and the following words should be added: "provided that if any Interest Payment Date falls on a day which is not a Business Day, such Interest Payment Date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such Interest Payment Date shall be brought forward to the immediately preceding Business Day".

¹⁷ For Renminbi-denominated Fixed Rate Notes where the Interests Payment Dates are subject to modification the following alternative wording is appropriate: "Each Fixed Coupon Amount shall be calculated by multiplying the product of the Rate of Interest and the Calculation Amount by the Day Count Fraction and rounding the resultant figure to the nearest CNY0.01, CNY 0.005, being rounded upwards".

maturity date in the case of a long or short last coupon)

(NB: This will need to be amended in the case of regular Interest Payment Dates which are not of equal duration)

(b) Floating Rate:

[Applicable/Not Applicable]

(If not applicable, delete the remaining subparagraphs of this paragraph)

- Specified Period(s)/Specified Interest Payment Dates: [][, subject to adjustment in accordance with the Business Day Convention set out in (b) above/, not subject to adjustment, as the Business Day Convention in (b) above is specified to be Not Applicable]
- Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/[specify other]][Not Applicable]
- Additional Business Centre(s): []/[Not Applicable]
- Party responsible for calculating the Rate of Interest and Interest Amount (if not the Principal Paying Agent): [[] (the **Calculation Agent**)] [Not Applicable]
- Screen Rate Determination: [[Applicable/Not Applicable]

(If not applicable, delete the remaining items of this subparagraph)]

- Reference Rate: [Currency] [] month [EURIBOR/Compounded Daily SONIA/Compounded Daily SOFR/Compounded Daily €STR/Weighted Average €STR]

- Interest Determination Date(s): []

(The second day on which T2 is open prior to the start of each Interest Period if EURIBOR, the day falling “p” London Banking Days, “p” U.S. Government Securities Business Days or “p” T2 Settlement Days prior to the Interest Payment Date for the relevant Interest Period or such other date on which the relevant payment of interest falls due (but which by its definition or the operation of the relevant provisions is excluded from such Interest Period), if Compounded Daily SONIA, Compounded Daily SOFR or Compounded Daily €STR, respectively)

- Relevant Screen Page: []

(In the case of EURIBOR, if not Reuters EURIBOR01 ensure it is a page which shows a composite rate or amend the fallback provisions appropriately)

- Observation Method: [Not Applicable/Lag/Shift]¹⁸
- Observation Look-Back Period: [[[] London Banking Days][[] U.S. Government Securities Business Days][[] T2 Settlement Days][Not Applicable]¹⁹

(NB: If the Reference Rate is Compounded Daily SONIA, Compounded Daily SOFR or Compounded Daily €STR, a minimum of 5 London Banking Days, 5 U.S. Government Securities Business Days or 5 T2 Settlement Days, respectively, should be specified unless otherwise agreed in writing with the Principal Paying Agent or the Calculation Agent, as applicable.)

- Index Determination: [Applicable/Not Applicable]
- Specified Time: []

(N.B. Delete for all Reference Rates other than Compounded Daily SONIA, Compounded Daily SOFR or Compounded Daily €STR where Index Determination is specified as being applicable and in the case of Compounded Daily SOFR, the Specified Time should be 5.00 p.m. (New York City time) unless otherwise agreed in writing with the Principal Paying Agent or the Calculation Agent, as applicable)

- Linear Interpolation: [Not Applicable/Applicable – the Rate of interest for the [long/short] [first/last] Interest Period shall be calculated using Linear Interpolation(*specify for each short or long interest period*)]]
- Margin(s): [+/-][] per cent. per annum
- Minimum Rate of Interest: [] per cent. per annum
- Maximum Rate of Interest: [] per cent. per annum
- Day Count Fraction: [Actual/Actual (ISDA)] [Actual/Actual]
[Actual/365 (Fixed)]
[Actual/365 (Sterling)]
[Actual/360]
[30/360] [360/360] [Bond Basis]
[30E/360 or Eurobond Basis]
[30E/360 (ISDA)]

¹⁸ Only include for Notes for which the Reference Rate is specified as being “Compounded Daily SONIA” or “Compounded Daily €STR” and for which “Index Determination” is specified as being not applicable

¹⁹ Only include for Notes for which the Reference Rate is specified as being “Compounded Daily SONIA”, “Compounded Daily SOFR” or “Compounded Daily €STR” and for which “Index Determination” is specified as being not applicable

PROVISIONS RELATING TO REDEMPTION

21. Tax Redemption:

If redeemable in part:

(a) Minimum Redemption Amount: []

(b) Maximum Redemption Amount: []

22. Issuer Call:

[Applicable/Not Applicable]

(If not applicable, delete the remaining subparagraphs of this paragraph)

(a) Optional Redemption Date(s): []

(b) Optional Redemption Amount: [[] per Calculation Amount]

(c) If redeemable in part:

(i) Minimum Redemption Amount: []

(ii) Maximum Redemption Amount: []

(d) Notice periods: Minimum period: [] days

Maximum period: [] days

(N.B. When setting notice periods, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems (which require a minimum of 5 clearing system business days' notice for a call) and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Principal Paying Agent)

23. Eligible Liabilities Event:

[Applicable/Not Applicable] *(N.B. The option of "Not Applicable" should only be used in the case of Senior Preferred Notes, as Eligible Liabilities Event will always be applicable in the case of any Notes other than Senior Preferred Notes)*

24. Issuer Residual Call:

[Applicable/Not Applicable]

Residual Call Early Redemption Amount: [] per Calculation Amount

Issuer Residual Call Threshold: [25]/[] per cent.

25. Investor Put:

[Applicable/Not Applicable]

(If not applicable, delete the remaining subparagraphs of this paragraph)

- (a) Optional Redemption Date(s): []
- (b) Optional Redemption Amount: [] per Calculation Amount
- (c) Notice period: Minimum period: [] days
Maximum period: [] days

(N.B. When setting notice periods, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems (which require a minimum of 15 clearing system business days' notice for a put) and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Principal Paying Agent)

26. Final Redemption Amount: []

27. Early Redemption Amount payable on redemption upon the occurrence of a Tax Event, on an event of default, upon the occurrence of a Capital Event or upon the occurrence of an Eligible Liabilities Event: []

(N.B. If the Final Redemption Amount is 100 per cent. of the nominal value (i.e. par), the Early Redemption Amount is likely to be par (but consider). If, however, the Final Redemption Amount is other than 100 per cent. of the nominal value, consideration should be given as to what the Early Redemption Amount should be.)

GENERAL PROVISIONS APPLICABLE TO THE NOTES

28. Form of Notes: [Bearer Notes:

[Temporary Bearer Global Note exchangeable for a Permanent Bearer Global Note which is exchangeable for Definitive Notes upon an Exchange Event [including/excluding] the exchange event described in paragraph (iii) of the definition in the Permanent Global Note]

[Temporary Bearer Global Note exchangeable for Definitive Notes on and after the Exchange Date]

[Permanent Bearer Global Note exchangeable for Definitive Notes upon an Exchange Event [including/excluding] the exchange event described in paragraph (iii) of the definition in the Permanent Global Note]]

[Notes shall not be physically delivered in Belgium, except to a clearing system, a depository or other institution for the purpose of their immobilisation in accordance with article 4 of the Belgian law of 14th December, 2005²⁰]

²⁰ Include for Notes that are to be offered in Belgium.

(N.B. The option for an issue of Notes to be represented on issue by a Temporary Global Note exchangeable for Definitive Notes should not be expressed to be applicable if the Specified Denomination of the Notes in paragraph 6 includes language substantially to the following effect: "[€100,000] and integral multiples of [€1,000] in excess thereof up to and including [€199,000].")

[Registered Notes:

[Regulation S Global Note ([] nominal amount) registered in the name of a nominee for [DTC/a common depositary for Euroclear and Clearstream, Luxembourg/a common safekeeper for Euroclear and Clearstream, Luxembourg]]/[Rule 144A Global Note ([] nominal amount registered in the name of a nominee for [DTC/a common depositary for Euroclear and Clearstream, Luxembourg/a common safekeeper for Euroclear and Clearstream, Luxembourg]]/[Definitive IAI Registered Notes (*specify nominal amounts*)]

29. **New Global Note (NGN):**

[Applicable][Not Applicable]

30. **Additional Financial Centre(s):**

[Not Applicable/[give details]]

(Note that this paragraph relates to the date of payment and not the end dates of Interest Periods for the purposes of calculating the amount of interest, to which sub-paragraph 18(c) relates)

31. **Talons for future Coupons to be attached to Definitive Bearer Notes:**

[Yes, as the Notes have more than 27 coupon payments, Talons may be required if, on exchange into definitive form, more than 27 coupon payments are still to be made/No]

32. **Condition 16 applies:**

[Yes][No]

33. **Additional Events of Default (Senior Preferred Notes):**

[Applicable/Not Applicable]

34. **RMB Currency Event:**

[Applicable/Not Applicable]

35. **Spot Rate (if different from that set out in Condition 5(h)):**

[[]/Not Applicable]

36. **Party responsible for calculating the Spot Rate:**

[[] (the **RMB Calculation Agent**)/Not Applicable]

37. **Relevant Currency (if different from that in Condition 5(h)):**

[[]/Not Applicable]

38. **RMB Settlement Centre(s):**

[[]/Not Applicable]

39. Governing Law:

[English Law]/[Spanish Law]

(N.B Do not select "English law" for any Series of Notes specified in the applicable Final Terms as being Covered Bonds.)

[Date]

Signed on behalf of the Issuer:

By:

Duly authorised

PART B - OTHER INFORMATION

1. LISTING AND ADMISSION TO TRADING

- (a) Listing and Admission to trading: Application has been made by the Issuer (or on its behalf) for the Notes to be admitted to trading on Euronext Dublin's regulated market and admitted to the Official List of Euronext Dublin with effect from []

(When documenting an issue of Notes that is to be consolidated and to form a single Series with a previous listed issue, it should be indicated here that the original Notes are already listed and admitted to trading.)

- (b) Estimate of total expenses related to admission to trading: []

2. RATINGS

[The Notes to be issued will not be rated]/[The Notes to be issued [[have been]/[are expected to be]] rated [insert details] by [insert the legal name of the relevant credit rating agency entity(ies) and the associated defined terms].]

Each of [defined terms] is established in the European Union and is registered under Regulation (EC) No. 1060/2009 (as amended).]

(Need to include a brief explanation of the meaning of the ratings if this has previously been published by the rating provider.)

3. INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE

[Save for [any fees/the fees of [insert relevant fee disclosure]] payable to the [Managers/Dealers], so far as the Issuer is aware, no person involved in the issue of the Notes has an interest material to the offer. The [Managers/Dealers] and their affiliates have engaged and may in the future engage in investment banking and/or commercial banking transactions with, and may perform other services for, the Issuer and its affiliates in the ordinary course of business - *Amend as appropriate if there are other interests*]

4. REASONS FOR THE OFFER AND ESTIMATED NET PROCEEDS

- (a) Reasons for the offer: [The Notes are [Green/Social/Sustainability] Notes as described, and as this term is defined, in the Offering Circular and an amount equal to the net proceeds from the issue of the Notes are intended to be used for [“green”/[and/or]/”social”/[and/or]/”sustainability”] purposes as described in the “Use of Proceeds” section of the Offering Circular.][An amount equal to

the net proceeds of the issue of the Notes will be used by the Issuer to finance and/or refinance, in part or in full, new and/or existing *[description of relevant projects to be inserted]*.*[[]]*

(See "Use of Proceeds" wording in Offering Circular – if reasons for offer are different from general corporate purposes and there is a particular identified use of proceeds, this will need to be stated here.)

(b) Estimated net proceeds: *[[]]*

5. YIELD *(Fixed Rate Notes and Fixed Reset Notes only)*

Indication of yield: *[[]]* [Not Applicable]

[The yield is calculated at the Issue Date [for the period until the Reset Date] on the basis of the Issue Price. It is not an indication of future yield.]

6. OPERATIONAL INFORMATION

(a) Trade Date: *[[]]*

(b) ISIN: *[[]]*

(c) Common Code: *[[]]*

(d) CUSIP: *[[]]* [Not Applicable]

(e) Any clearing system(s) other than Euroclear Bank SA/NV, Clearstream Banking, S.A. and the Depository Trust Company and the relevant identification number(s): *[Not Applicable/[give name(s) and number(s)]]*

(f) Delivery: Delivery [against/free of] payment

(g) Names and addresses of additional Paying Agent(s) (if any): *[[]]* [Not Applicable]

(h) Intended to be held in a manner which would allow Eurosystem eligibility: *[Yes. Note that the designation "yes" does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the European Central Bank being satisfied that Eurosystem eligibility criteria have been met. The Notes will be deposited initially upon issue with one of Euroclear Bank SA/NV and/or Clearstream Banking, S.A. [(together, the ICSDs)] acting as common safekeeper [(and registered in the name of a nominee of one of*

the ICSDs acting as common safekeeper, held under the NSS.][*Include this text for Registered Notes*]/

[No. Whilst the designation is specified as "no" at the date of these Final Terms, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them the Notes may then be deposited with one of Euroclear Bank SA/NV and/or Clearstream Banking, S.A. [(together, the **ICSDs**)] as common safekeeper [(and registered in the name of a nominee of one of the ICSDs acting as common safekeeper, that is, held under the NSS.)][*include this text for Registered Notes*] Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the European Central Bank being satisfied that Eurosystem eligibility criteria have been met.]

7. PROHIBITION OF SALES

- | | |
|---|---|
| (a) Prohibition of Sales to EEA Retail Investors: | [Applicable/Not Applicable]

<i>("Applicable" should be specified for all Senior Non-Preferred Notes and Subordinated Notes. In the case of Senior Preferred Notes, if the Senior Preferred Notes clearly do not constitute "packaged" products and the Issuer does not wish to prohibit offers to EEA retail investors for any other reason, "Not Applicable" should be specified. If the Senior Preferred Notes may constitute "packaged" products and no key information document will be prepared or the Issuer wishes to prohibit offers to EEA retail investors for any other reason, "Applicable" should be specified.)</i> |
| (b) Prohibition of Sales to UK Retail Investors: | [Applicable/Not Applicable]

<i>("Applicable" should be specified for all Senior Non-Preferred Notes and Subordinated Notes. In the case of Senior Preferred Notes, if the Senior Preferred Notes clearly do not constitute consumer composite investments and the Issuer does not wish to prohibit offers to UK retail investors for any other reason, "Not Applicable" should be specified. If the Senior Preferred Notes may constitute consumer composite investments and no disclosure document will be prepared or the Issuer wishes to prohibit offers to UK retail investors for any other reason, "Applicable" should be specified.)</i> |
| (c) Prohibition of Sales to Belgian Consumers: | [Applicable/Not Applicable] |

(N.B. advice should be taken from Belgian counsel before disapplying this selling restriction)

8. RELEVANT BENCHMARKS

(a) Relevant Benchmark[s]: [Not Applicable]/[[*specify benchmark*] is provided by [*administrator legal name*].

[As at the date hereof, [[*administrator legal name*] appears in the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority pursuant to Regulation (EU) No. 2016/1011 (as amended).]

[As at the date hereof, [[*administrator legal name*] does not appear in the register of administrators and benchmarks (the **EU BMR Register**) established and maintained by the European Securities and Markets Authority pursuant to Article 36 of Regulation (EU) No. 2016/1011 (as amended, the **EU Benchmarks Regulation**) [and as at the date hereof, no public notice has been included in the EU BMR Register with respect to [*specify benchmark*]].

[As far as the Issuer is aware, as at the date hereof, the transitional provisions in the EU Benchmarks Regulation apply, such that the use of [*specify benchmark (as this term is defined in the EU Benchmarks Regulation)*] is currently permitted, provided that [*administrator legal name*] has applied for [authorisation, registration, recognition or endorsement (as applicable)] under the EU Benchmarks Regulation and such application has not failed or been refused.

9. METHOD OF DISTRIBUTION

(a) Method of distribution: [Syndicated/Non-syndicated]

(b) If syndicated, names of Managers: [Not Applicable/*give names*]

(c) Stabilisation Manager(s) (if any): [Not Applicable/*give names*]

(d) If non-syndicated, name of relevant Dealer: [Not Applicable/*give names*]

10. THIRD PARTY INFORMATION

[[*Relevant third party information*] has been extracted from [*specify source*]. The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware and is able to ascertain from information published by [*specify source*], no facts have been omitted which would render the reproduced information inaccurate or misleading].

TERMS AND CONDITIONS OF THE NOTES

The following are the Terms and Conditions of the Notes which will be incorporated by reference into each Global Note (as defined below) and each definitive Note, in the latter case only if permitted by the relevant stock exchange or other relevant authority (if any) and agreed by the Issuer and the relevant Dealer at the time of issue but, if not so permitted and agreed, such definitive Note will have endorsed thereon or attached thereto such Terms and Conditions. The applicable Final Terms (or the relevant provisions thereof) will be endorsed upon, or attached to, each Global Note and definitive Note. Reference should be made to the applicable “Final Terms” for a description of the content of Final Terms which will specify which of such terms are to apply in relation to the relevant Notes.

This Note is one of a Series (as defined below) of Notes issued by Banco Bilbao Vizcaya Argentaria, S.A. (the **Issuer**) pursuant to the Agency Agreement (as defined below).

References herein to the **Notes** shall be references to the Notes of this Series and shall mean:

- (a) in relation to any Notes represented by a global Note (a **Global Note**), units of the lowest Specified Denomination in the Specified Currency;
- (b) any Global Note; and
- (c) any definitive Notes in bearer form (**Bearer Notes**) issued in exchange for a Global Note in bearer form and in registered form (**Registered Notes**) (whether or not issued in exchange for a Global Note in registered form).

The Notes and the Coupons (as defined below) have the benefit of an amended and restated agency agreement dated 18th July, 2024 as supplemented by the first supplemental agency agreement dated 2nd June, 2025, the second supplemental agency agreement dated 17th July, 2025, the third supplemental agency agreement dated 19th May, 2026 and the fourth supplemental agency agreement dated 17th July, 2026 (as amended and/or supplemented and/or restated from time to time, the **Agency Agreement**) each made between the Issuer, Deutsche Bank AG, London Branch as issuing and principal paying agent and agent bank (the **Principal Paying Agent**, which expression shall include any successor principal paying agent), as exchange agent (the **Exchange Agent** which expression shall include any successor exchange agent) and as a transfer agent, Deutsche Bank Trust Company Americas as U.S. paying agent (the **U.S. Paying Agent** which expression shall include any successor U.S. paying agent) and the other paying agents named therein (together with the Principal Paying Agent and the U.S. Paying Agent, the **Paying Agents**, which expression shall include any additional or successor paying agents), Deutsche Bank Luxembourg S.A. as euro registrar (the **Euro Registrar**, which expression shall include any successor euro registrar), Deutsche Bank Trust Company Americas as U.S. registrar (the **U.S. Registrar**, which expression shall include any successor U.S. registrar and, together with the Euro Registrar, the **Registrars**) and as transfer agent and the other transfer agents named therein (together with Deutsche Bank AG, London Branch, the **Transfer Agents**, which expression shall include any additional or successor transfer agents).

Interest bearing definitive Bearer Notes have interest coupons (**Coupons**) and, in the case of Notes which, when issued in definitive form, have more than 27 interest payments remaining, talons for further Coupons (**Talons**) attached on issue. Any reference herein to Coupons or coupons shall, unless the context otherwise requires, be deemed to include a reference to Talons or talons. Registered Notes and Global Notes do not have Coupons or Talons attached on issue.

The final terms for this Note (or the relevant provisions thereof) are set out in Part A of the Final Terms attached to or endorsed on this Note which supplements these Terms and Conditions (the **Conditions**). References to the applicable Final Terms are to Part A of the Final Terms (or the relevant provisions thereof) attached to or endorsed on this Note. The expression **Prospectus Regulation** means Regulation (EU) 2017/1129, as amended.

TERMS AND CONDITIONS OF THE NOTES

Any reference to **Noteholders** or **holders** in relation to any Notes shall mean (in the case of Bearer Notes) the holders of the Notes and (in the case of Registered Notes) the persons in whose name the Notes are registered and shall, in relation to any Notes represented by a Global Note, be construed as provided below. Any reference herein to **Couponholders** shall mean the holders of the Coupons and shall, unless the context otherwise requires, include the holders of the Talons.

As used herein, **Tranche** means Notes which are identical in all respects (including as to listing and admission to trading) and **Series** means a Tranche of Notes together with any further Tranche or Tranches of Notes which (a) are expressed to be consolidated and form a single series and (b) have the same terms and conditions or terms and conditions which are the same in all respects save for the amount and date of the first payment of interest thereon and the date from which interest starts to accrue.

In the case of Notes specified in the applicable Final Terms as being governed by English law, the Noteholders and the Couponholders are entitled to the benefit of the amended and restated deed of covenant dated 2nd June, 2025 and made by the Issuer (as amended, restated or replaced from time to time, the **Deed of Covenant**). The original of the Deed of Covenant is held by the common depositary for Euroclear (as defined below) and Clearstream, Luxembourg (as defined below). In the case of Notes specified in the applicable Final Terms as being governed by Spanish law, the rights of the Noteholders to proceed directly against the Issuer in the relevant circumstances as provided in the case of English law governed Notes in the Deed of Covenant are provided for directly under the terms of the Global Notes.

Copies of a deed poll dated 17th July, 2025 and made by the Issuer (as amended, restated or replaced from time to time, the **Deed Poll**), the Deed of Covenant and the Agency Agreement (i) are available for inspection during normal business hours at the specified office of each of the Principal Paying Agent, each Registrar and the other Paying Agents and Transfer Agents (such Agents, the Calculation Agent (if any is specified in the applicable Final Terms) and the Registrars being together referred to as the **Agents**) or (ii) may be provided by email to a Noteholder following their prior written request to any Agent and provision of proof of holding and identity (in a form satisfactory to the relevant Agent). If the Notes are to be admitted to trading on the regulated market of the Irish Stock Exchange plc, trading as Euronext Dublin (**Euronext Dublin**), the applicable Final Terms will be published on the website of Euronext Dublin. The Noteholders and the Couponholders are deemed to have notice of, and are entitled to the benefit of, all the provisions of the Agency Agreement, the Deed Poll, the Deed of Covenant and the applicable Final Terms which are applicable to them. The statements in these Conditions include summaries of, and are subject to, the detailed provisions of the Agency Agreement.

Words and expressions defined or used in the applicable Final Terms shall have the same meanings where used in these Conditions unless the context otherwise requires or unless otherwise stated and provided that, in the event of inconsistency between these Conditions and the applicable Final Terms, the applicable Final Terms will prevail. The term **outstanding** as used in these Conditions shall have the meaning given in the Agency Agreement.

In these Conditions, **euro** means the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty on the Functioning of the European Union, as amended.

Any reference in these Conditions to any legislation (whether primary legislation or regulations or other subsidiary legislation made pursuant to primary legislation) shall be construed as a reference to such legislation as the same may have been, or may from time to time be, amended or replaced.

1. FORM, DENOMINATION AND TITLE

The Notes are in bearer form or registered form as specified in the applicable Final Terms in the currency (the **Specified Currency**) and the denomination (the **Specified Denomination(s)**) specified in the applicable Final Terms, and, in the case of definitive Notes, serially numbered. Notes of one Specified Denomination may not be exchanged for Notes of another Specified Denomination and Bearer Notes may not be exchanged for Registered Notes and vice-versa.

TERMS AND CONDITIONS OF THE NOTES

This Note may be a medium term note (an **MTN**) or a covered bond (a **Covered Bond**), as specified in the applicable Final Terms. If this Note is an MTN, it may be either a Senior Note or a Subordinated Note. If this Note is specified as being a Senior Note, it may be a Senior Preferred Note or a Senior Non-Preferred Note, and if this Note is specified as being a Subordinated Note, it may be a Senior Subordinated Note or a Tier 2 Subordinated Note, in each case as indicated in the applicable Final Terms. If this Note is a Covered Bond, it may be a Mortgage Covered Bond, a Public Sector Covered Bond or an Internationalisation Covered Bond, in each case as indicated in the applicable Final Terms. In the case of any such Covered Bond, this Note will be considered a European Covered Bond (Premium) (*Bono Garantizado Europeo (Premium)*) pursuant to Article 4.3 of Royal Decree-Law 24/2021. References in these Terms and Conditions to **Notes** shall be construed accordingly.

The Issuer may at any time take any step or other action and submit any application for (i) Senior Preferred Notes, Senior Non-Preferred Notes and Senior Subordinated Notes to be included (in whole or in part) in the amount of eligible liabilities of the Issuer or the Group for the purposes of Article 45 of the BRRD (as implemented in Spain and including any amendment or replacement of the relevant implementing provisions); and (ii) Tier 2 Subordinated Notes to qualify (in whole or in part) as regulatory capital for capital adequacy purposes, in each case in compliance with Applicable Banking Regulations.

This Note may further be a Fixed Rate Note, a Fixed Reset Note, a Floating Rate Note, a Zero Coupon Note or a combination of any of the foregoing, depending upon the Interest Basis specified in the applicable Final Terms.

Definitive Bearer Notes are issued with Coupons attached, unless they are Zero Coupon Notes in which case references to Coupons and Couponholders in these Conditions are not applicable.

Subject as set out below, title to the Bearer Notes and Coupons will pass by delivery and title to the Registered Notes will pass upon registration of transfers in accordance with the provisions of the Agency Agreement. The Issuer and any Agent will (except as otherwise required by law) deem and treat the bearer of any Bearer Note or Coupon and the registered holder of any Registered Note as the absolute owner thereof (whether or not overdue and notwithstanding any notice of ownership or writing thereon or notice of any previous loss or theft thereof) for all purposes but, in the case of any Global Note, without prejudice to the provisions set out in the next succeeding paragraph.

For so long as any of the Notes is represented by a Global Note held by or on behalf of Euroclear Bank SA/NV (**Euroclear**) and/or Clearstream Banking, S.A. (**Clearstream, Luxembourg**) and/or The Depository Trust Company (**DTC**) or its nominee, each person (other than Euroclear or Clearstream, Luxembourg or DTC) who is for the time being shown in the records of Euroclear or of Clearstream, Luxembourg or of DTC as the holder of a particular nominal amount of such Notes (in which regard any certificate or other document issued by Euroclear or Clearstream, Luxembourg or DTC as to the nominal amount of such Notes standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be treated by the Issuer and the Agents as the holder of such nominal amount of such Notes for all purposes other than with respect to the payment of any amount in respect of such Notes and, in the case of DTC or its nominee, voting, giving consents and making requests, for which purpose the bearer of the relevant Bearer Global Note or the registered holder of the relevant Registered Global Note shall be treated by the Issuer and any Agent as the holder of such nominal amount of such Notes in accordance with and subject to the terms of the relevant Global Note and the expressions **Noteholder** and **holder of Notes** and related expressions shall be construed accordingly.

Notes which are represented by a Global Note will be transferable only in accordance with the rules and procedures for the time being of DTC, Euroclear and Clearstream, Luxembourg, as the case may be.

Except in relation to Notes indicated in the applicable Final Terms as being in NGN form, references to DTC, Euroclear and/or Clearstream, Luxembourg shall, whenever the context so permits, be deemed

to include a reference to any additional or alternative clearing system specified in the applicable Final Terms or as may otherwise be approved by the Issuer and Principal Paying Agent.

2. TRANSFERS OF REGISTERED NOTES

(a) Transfers of interests in Registered Global Notes

Transfers of beneficial interests in Registered Global Notes will be effected by DTC, Euroclear or Clearstream, Luxembourg, as the case may be, and, in turn, by other participants and, if appropriate, indirect participants in such clearing systems acting on behalf of beneficial transferors and transferees of such interests. A beneficial interest in a Registered Global Note will, subject to compliance with all applicable legal and regulatory restrictions, be transferable for Notes in definitive form or for a beneficial interest in another Registered Global Note of the same series only in the authorised denominations set out in the applicable Final Terms and only in accordance with the rules and operating procedures for the time being of DTC, Euroclear or Clearstream, Luxembourg, as the case may be, and in accordance with the terms and conditions specified in the Agency Agreement. Transfers of a Registered Global Note registered in the name of DTC or a nominee for DTC shall be limited to transfers of such Registered Global Note, in whole but not in part, to a nominee of DTC or to a successor of DTC or such successor's nominee.

(b) Transfers of Registered Notes in definitive form

Subject as provided in paragraphs (e), (f) and (g) below, upon the terms and subject to the conditions set forth in the Agency Agreement, a Registered Note in definitive form may be transferred in whole or in part (in the authorised denominations set out in the applicable Final Terms). In order to effect any such transfer (i) the holder or holders must (A) surrender the Registered Note for registration of the transfer of the Registered Note (or the relevant part of the Registered Note) at the specified office of any Transfer Agent, with the form of transfer thereon duly executed by the holder or holders thereof or their attorney or attorneys duly authorised in writing and (B) complete and deposit such other certifications as may be required by, the relevant Transfer Agent and (ii) the relevant Transfer Agent must, after due and careful enquiry, be satisfied with the documents of title and the identity of the person making the request. Any such transfer will be subject to such reasonable regulations as the Issuer and the relevant Registrar may from time to time prescribe (the initial such regulations being scheduled to the Agency Agreement). Subject as provided above, the relevant Transfer Agent will, within three business days (being for this purpose a day on which banks are open for business in the city where the specified office of the relevant Transfer Agent is located) of the request (or such longer period as may be required to comply with any applicable fiscal or other laws or regulations), authenticate and deliver, or procure the authentication and delivery of, at its specified office to the transferee or (at the risk of the transferee) send by uninsured mail, to such address as the transferee may request, a new Registered Note in definitive form of a like aggregate nominal amount to the Registered Note (or the relevant part of the Registered Note) transferred. In the case of the transfer of part only of a Registered Note in definitive form, a new Registered Note in definitive form in respect of the balance of the Registered Note not transferred will be so authenticated and delivered or (at the risk of the transferor) sent to the transferor.

(c) Registration of transfer upon partial redemption

In the event of a partial redemption of Notes under Condition 6(i), the Issuer shall not be required to register the transfer of any Registered Note, or part of a Registered Note, called for partial redemption.

(d) Costs of registration

Noteholders will not be required to bear the costs and expenses of effecting any registration of transfer as provided above, except for any costs or expenses of delivery other than by regular uninsured mail and except that the Issuer may require the payment of a sum sufficient to cover any stamp duty, tax or other governmental charge that may be imposed in relation to the registration.

(e) Transfers of interests in Regulation S Global Notes

Prior to expiry of the applicable Distribution Compliance Period, transfers by the holder of, or of a beneficial interest in, a Regulation S Global Note to a transferee in the United States or who is a U.S. person will only be made:

- (i) upon receipt by the relevant Registrar of a written certification substantially in the form set out in the Agency Agreement, amended as appropriate (a **Transfer Certificate**), copies of which are available from the specified office of any Transfer Agent, from the transferor of the Note or beneficial interest therein to the effect that such transfer is being made:
 - (A) to a person whom the transferor reasonably believes is a QIB in a transaction meeting the requirements of Rule 144A; or
 - (B) to a person who is an Institutional Accredited Investor, together with a duly executed investment letter from the relevant transferee substantially in the form set out in the Agency Agreement (an **IAI Investment Letter**); or
- (ii) otherwise pursuant to the Securities Act or an exemption therefrom, subject to receipt by the Issuer of such satisfactory evidence as the Issuer may reasonably require, which may include an opinion of U.S. counsel, that such transfer is in compliance with any applicable securities laws of any State of the United States,

and, in each case, in accordance with any applicable securities laws of any State of the United States or any other jurisdiction.

In the case of (A) above, such transferee may take delivery through a Legended Note in global or definitive form and, in the case of (B) above, such transferee may take delivery only through a Legended Note in definitive form. After expiry of the applicable Distribution Compliance Period (i) beneficial interests in Regulation S Global Notes registered in the name of a nominee for DTC may be held through DTC directly, by a participant in DTC, or indirectly through a participant in DTC and (ii) such certification requirements will no longer apply to such transfers.

(f) Transfers of interests in Legended Notes

Transfers of Legended Notes or beneficial interests therein may be made:

- (i) to a transferee who takes delivery of such interest through a Regulation S Global Note, upon receipt by the relevant Registrar of a duly completed Transfer Certificate from the transferor to the effect that such transfer is being made in accordance with Regulation S and that, in the case of a Regulation S Global Note registered in the name of a nominee for DTC if such transfer is being made prior to expiry of the applicable Distribution Compliance Period, the interests in the Notes being transferred will be held immediately thereafter through Euroclear and/or Clearstream, Luxembourg; or
- (ii) to a transferee who takes delivery of such interest through a Legended Note:
 - (A) where the transferee is a person whom the transferor reasonably believes is a QIB in a transaction meeting the requirements of Rule 144A, without certification; or
 - (B) where the transferee is an Institutional Accredited Investor, subject to delivery to the relevant Registrar of a Transfer Certificate from the transferor to the effect that such transfer is being made to an Institutional Accredited Investor, together with a duly executed IAI Investment Letter from the relevant transferee; or

TERMS AND CONDITIONS OF THE NOTES

- (iii) otherwise pursuant to the Securities Act or an exemption therefrom, subject to receipt by the Issuer of such satisfactory evidence as the Issuer may reasonably require, which may include an opinion of U.S. counsel, that such transfer is in compliance with any applicable securities laws of any State of the United States,

and, in each case, in accordance with any applicable securities laws of any State of the United States or any other jurisdiction.

Notes transferred by Institutional Accredited Investors to QIBs pursuant to Rule 144A or outside the United States pursuant to Regulation S will be eligible to be held by such QIBs or non-U.S. investors through DTC, Euroclear or Clearstream, Luxembourg, as appropriate, and the relevant Registrar will arrange for any Notes which are the subject of such a transfer to be represented by the appropriate Registered Global Note, where applicable.

Upon the transfer, exchange or replacement of Legended Notes, or upon specific request for removal of the Legend, the relevant Registrar shall deliver only Legended Notes or refuse to remove the Legend, as the case may be, unless there is delivered to the Issuer such satisfactory evidence as may reasonably be required by the Issuer, which may include an opinion of U.S. counsel, that neither the Legend nor the restrictions on transfer set forth therein are required to ensure compliance with the provisions of the Securities Act.

(g) Exchanges and transfers of Registered Notes generally

Holders of Registered Notes in definitive form, other than Institutional Accredited Investors, may exchange such Notes for interests in a Registered Global Note of the same type at any time.

(h) Definitions

In these Conditions, the following expressions shall have the following meanings:

Distribution Compliance Period means the period that ends 40 days after the completion of the distribution of each Tranche of Notes;

Institutional Accredited Investor means “accredited investors” (as defined in Rule 501(a)(1), (2), (3) or (7) under the Securities Act that are institutions);

Legended Note means Registered Notes in definitive form that are issued to Institutional Accredited Investors and Registered Notes (whether in definitive form or represented by a Registered Global Note) sold in private transactions to QIBs in accordance with the requirements of Rule 144A which bear a legend specifying certain restrictions on transfer (a **Legend**);

QIB means a “qualified institutional buyer” within the meaning of Rule 144A;

Regulation S means Regulation S under the Securities Act;

Regulation S Global Note means a Registered Global Note representing Notes sold outside the United States in reliance on Regulation S;

Rule 144A means Rule 144A under the Securities Act;

Rule 144A Global Note means a Registered Global Note representing Notes sold in the United States or to QIBs; and

Securities Act means the United States Securities Act of 1933, as amended.

3. STATUS OF THE NOTES AND WAIVED SET-OFF RIGHTS

The applicable Final Terms will indicate whether the Notes are Senior Notes (including whether any Senior Notes are Senior Preferred Notes or Senior Non-Preferred Notes), Subordinated Notes (including whether any Subordinated Notes are Senior Subordinated Notes or Tier 2 Subordinated Notes) or Covered Bonds (including whether any Covered Bonds are Mortgage Covered Bonds, Public Sector Covered Bonds or Internationalisation Covered Bonds).

Each Noteholder (which for the purpose of this Condition 3 includes each holder of a beneficial interest in the Notes or the Coupons), by its acquisition of the Notes, will be deemed to have irrevocably accepted the applicable status of the Notes described below.

The obligations of the Issuer under the Notes are subject to, and may be limited by, the exercise of any power pursuant to Law 11/2015, RD 1012/2015, the SRM Regulation or other applicable laws relating to recovery and resolution of credit institutions and investment firms in Spain (including, without limitation, the exercise and effect of any Spanish Statutory Loss-Absorption Power by the Relevant Spanish Resolution Authority (each as defined, and the exercise and effect of which is further described, in Condition 20)).

See “Risks related to Early Intervention and Resolution - The Notes may be subject to the exercise of the Spanish Statutory Loss-Absorption Powers by the Relevant Spanish Resolution Authority. Other powers contained in Law 11/2015 and the SRM Regulation could materially affect the rights of the Noteholders under, and the value of, any Notes” and “Regulatory Framework - Resolution”.

Any such exercise and its effect on the obligations of the Issuer under the Notes, together with the remainder of this Condition 3 (including any non-contractual obligations arising out of or in connection with any such exercise, its effect and this Condition 3) shall in all circumstances be governed by, and construed in accordance with, Spanish law in accordance with Condition 19(b) below.

(a) Status of the Senior Notes

The Senior Notes constitute direct, unconditional, unsubordinated and unsecured obligations of the Issuer and, upon the insolvency proceeding (*concurso de acreedores*) of the Issuer, in accordance with and to the extent permitted by the Insolvency Law and other applicable laws relating to or affecting the enforcement of creditors' rights in Spain (including, without limitation, Additional Provision 14.2 of Law 11/2015), the payment obligations of the Issuer under the Senior Notes with respect to claims for principal (which claims will constitute ordinary claims) will rank:

- (i) in the case of Senior Preferred Notes:
 - (A) junior to any (I) privileged claims (*créditos privilegiados*) (which shall include, among other claims, any claims in respect of deposits for the purposes of Additional Provision 14.1 of Law 11/2015 and claims under any Covered Bonds up to the value of the applicable Cover Pool) and (II) claims against the insolvency estate (*créditos contra la masa*);
 - (B) *pari passu* without any preference or priority among themselves and with all other Senior Preferred Obligations; and
 - (C) senior to (I) any Senior Non-Preferred Obligations and (II) all subordinated obligations of or claims against the Issuer (*créditos subordinados*), present and future; and
- (ii) in the case of Senior Non-Preferred Notes:
 - (A) junior to any (I) privileged claims (*créditos privilegiados*) (which shall include, among other claims, any claims in respect of deposits for the purposes of Additional Provision

14.1 of Law 11/2015 and claims under any Covered Bonds up to the value of the applicable Cover Pool), (II) claims against the insolvency estate (*créditos contra la masa*) and (III) Senior Preferred Obligations;

- (B) *pari passu* without any preference or priority among themselves and with all other Senior Non-Preferred Obligations; and
- (C) senior to all subordinated obligations of or claims against the Issuer (*créditos subordinados*), present and future,

such that any claim for principal in respect of the Senior Notes will be satisfied, as appropriate, only to the extent that all claims ranking senior to it have first been satisfied in full and then *pro rata* with any claims ranking *pari passu* with it, in each case as provided above.

Pursuant to Article 152 of the Insolvency Law, the further accrual of interest shall be suspended from the date of declaration of the insolvency of the Issuer (save with respect to secured claims up to the value of the security). Claims in respect of interest on the Senior Notes (including with respect to any relative Coupon) expressly or implicitly accrued but unpaid as of the commencement of any insolvency procedure in respect of the Issuer shall constitute subordinated claims against the Issuer ranking in accordance with the provisions of Article 281.1.3° of the Insolvency Law (including, without limitation, junior to claims on account of principal in respect of contractually subordinated obligations of the Issuer not constituting Additional Tier 1 Capital or Tier 2 Capital of the Issuer for the purposes of Additional Provision 14.3.1° of Law 11/2015, unless otherwise provided by the Insolvency Law). See “Risk Factors – Claims of Holders under the Senior Notes are effectively junior to those of certain other creditors (including Holders of the Covered Bonds) and claims of Holders under the Senior Non-Preferred Notes are further junior to those of other senior creditors” and “Regulatory Framework – Resolution”.

(b) Status of the Subordinated Notes

The Subordinated Notes constitute direct, unconditional, subordinated and unsecured obligations of the Issuer and, upon the insolvency proceeding (*concurso de acreedores*) of the Issuer, in accordance with and to the extent permitted by the Insolvency Law and other applicable laws relating to or affecting the enforcement of creditors' rights in Spain (including, without limitation, Additional Provision 14.3 of Law 11/2015), the payment obligations of the Issuer under the Subordinated Notes, will rank:

- (i) in the case of Senior Subordinated Notes:
 - (A) junior to any claim in respect of any unsubordinated obligations of the Issuer (including where the relevant claim subsequently becomes subordinated pursuant to Article 281.1.1° of the Insolvency Law);
 - (B) *pari passu* without any preference or priority among themselves and with all claims in respect of other contractually subordinated obligations of the Issuer, present and future, not constituting Additional Tier 1 Capital or Tier 2 Capital of the Issuer for the purposes of Additional Provision 14.3.1° of Law 11/2015; and
 - (C) senior to any claim in respect of any other subordinated obligations of the Issuer (*créditos subordinados*) which by law rank junior to the obligations of the Issuer in respect of Senior Subordinated Notes, including, without limitation, any claim in respect of contractually subordinated obligations of the Issuer under any outstanding Additional Tier 1 Instruments or Tier 2 Instruments, present and future; and
- (ii) in the case of Tier 2 Subordinated Notes, and for so long as the Tier 2 Subordinated Notes constitute a Tier 2 Instrument of the Issuer:

- (A) junior to (I) any claim in respect of any unsubordinated obligations of the Issuer (including where the relevant claim subsequently becomes subordinated pursuant to Article 281.1.1° of the Insolvency Law), (II) any claim in respect of Senior Subordinated Notes, (III) any claim in respect of other contractually subordinated obligations of the Issuer, present and future, not constituting Additional Tier 1 Capital or Tier 2 Capital of the Issuer for the purposes of Additional Provision 14.3.1° of Law 11/2015 and (IV) any other subordinated claims included under Article 281.1 of the Insolvency Law;
- (B) *pari passu* without any preference or priority among themselves and with all claims in respect of other contractually subordinated obligations of the Issuer under any outstanding Tier 2 Instruments, present and future; and
- (C) senior to any claim in respect of any other subordinated obligations of the Issuer (*créditos subordinados*) which by law rank junior to the obligations of the Issuer in respect of Tier 2 Subordinated Notes, including, without limitation, any claim in respect of contractually subordinated obligations of the Issuer under any outstanding Additional Tier 1 Instruments, present and future,

such that any relevant claim in respect of the Subordinated Notes will be satisfied, as appropriate, only to the extent that all claims ranking senior to it have first been satisfied in full and then *pro rata* with any claims ranking *pari passu* with it, in each case as provided above.

To the extent the Tier 2 Subordinated Notes cease to constitute a Tier 2 Instrument of the Issuer, the payment obligations of the Issuer under the Tier 2 Subordinated Notes will rank as if the Notes were Senior Subordinated Notes.

Pursuant to Additional Provision 14.3 of Law 11/2015, all claims arising from Tier 2 Instruments (which is expected to be the case for Tier 2 Subordinated Notes), even if they are only partly recognised as Tier 2 Instruments, will rank behind any other subordinated claims included under Article 281.1 of the Insolvency Law and will be paid after them.

Pursuant to Article 152 of the Insolvency Law, the further accrual of interest shall be suspended from the date of declaration of the insolvency of the Issuer (save with respect to secured claims up to the value of the security). Claims in respect of interest on the Subordinated Notes (including with respect to any relative Coupon) expressly or implicitly accrued but unpaid as of the commencement of any insolvency procedure in respect of the Issuer shall constitute subordinated claims against the Issuer ranking in accordance with the provisions of Article 281.1.3° of the Insolvency Law, which in the case of Tier 2 Subordinated Notes must read in conjunction with the Additional Provision 14.3 of Law 11/2015.

(c) Waived Set-Off Rights

No holder of any Notes may at any time exercise or claim any Waived Set-Off Rights against any right, claim or liability of the Issuer or that the Issuer may have or acquire against such holder, directly or indirectly and howsoever arising (and including all such rights, claims and liabilities arising under or in relation to any and all agreements or other instruments of any kind or any non-contractual obligation, whether or not relating to such Note) and each holder of any Note shall be deemed to have waived all Waived Set-Off Rights to the fullest extent permitted by applicable law in relation to all such actual and potential rights, claims and liabilities. Notwithstanding the preceding sentence, if any amount payable by the Issuer in respect of, or arising under or in connection with, any Note to any holder of such Note is discharged by set-off or any netting, such holder shall, subject to applicable law, immediately pay an amount equal to the amount of such discharge to the Issuer and, until such time as payment is made, shall hold an amount equal to such amount in trust for the Issuer and, accordingly, any such discharge shall be deemed not to have taken place.

Nothing in this Condition 3(c) is intended to provide, or shall be construed as acknowledging, any Waived Set-Off Rights or that any such Waived Set-Off Right is or would be available to any holder of any Note but for this Condition 3(c).

(d) Status of the Covered Bonds

This Condition 3(d) is applicable to Notes specified in the applicable Final Terms as being Covered Bonds.

The Covered Bonds and any relative Coupons constitute direct, unconditional and unsubordinated obligations of the Issuer and rank *pari passu* without any preference among themselves or among other Series of Covered Bonds of the same type (whether Mortgage Covered Bonds, Public Sector Covered Bonds or Internationalisation Covered Bonds), including in respect of the applicable Cover Pool. In accordance with Articles 1922.8 and 1923.6 of the Spanish Civil Code, holders of Covered Bonds are ‘creditors with special preference’ (*acreedores preferentes*) in respect of the assets in the applicable Cover Pool from time to time and upon the insolvency proceeding (*concurso de acreedores*) of the Issuer, the holders of the Covered Bonds, provided such holders do not qualify as “specially related persons” (*personas especialmente relacionadas*) to the Issuer under the Insolvency Law, shall be accorded special privilege status pursuant to Article 270.7 of the Insolvency Law. The Issuer undertakes to maintain a special register of the assets in the applicable Cover Pool in accordance with its obligations under Article 9 of Royal Decree-Law 24/2021.

The Covered Bonds are obligations enforceable in accordance with the terms of Law 1/2000, of 7th January, 2000, on Civil Proceedings and issued in accordance with Royal Decree-Law 24/2021.

To the extent that claims in relation to the Covered Bonds are not fully satisfied from the assets in the applicable Cover Pool, the residual claims of holders of the Covered Bonds will rank *pari passu* with the claims of unsecured and unsubordinated creditors of the Issuer (including Senior Preferred Obligations), and in priority to the claims of creditors in respect of all Senior Non-Preferred Obligations and subordinated obligations.

Neither the insolvency proceeding (*concurso de acreedores*) of the Issuer nor the Issuer being subject to any resolution procedure shall:

- (i) cause the mandatory early redemption of the Covered Bonds or the suspension of principal or interest being due and payable under the Covered Bonds or otherwise affect the Issuer’s obligation to fulfil any of its obligations under the Covered Bonds (without prejudice to the provisions of Article 42.2 of Law 11/2015);
- (ii) entitle holders of the Covered Bonds (the **Covered Bondholders**) to require the Issuer to redeem the Covered Bonds prior the Maturity Date or the Extended Final Maturity Date, as applicable;
- (iii) result in the suspension of the accrual of interest on the Covered Bonds; or
- (iv) result in the maturity or early termination of the derivative contracts included in the applicable Cover Pool.

Upon the insolvency proceeding (concurso de acreedores) of the Issuer, a special cover pool monitor will be appointed (from among persons nominated by the FROB) to administer the Covered Bonds and to oversee the rights and interests of the Covered Bondholders, after consulting with the Bank of Spain, and materially segregate the applicable Cover Pool from the Issuer’s assets together with any derivative instruments entered into in respect of each Series of Covered Bonds such that it becomes a separate asset without legal personality.

The segregation described above implies that the assets included in the applicable Cover Pool:

- (i) *do not form part of the Issuer's insolvency estate until the claims of Covered Bondholders and relevant derivative counterparties and the expenses related to the maintenance and administration of the separate estate and, if applicable, with its liquidation are satisfied; and*
- (ii) *are protected against the rights of third parties, and cannot be rescinded by application of the reinstatement actions provided for in the insolvency legislation, except as provided in Article 42.2 of Royal Decree-Law 24/2021.*

The special cover pool monitor shall facilitate that the assets in the applicable Cover Pool registered in the special register maintained by the Issuer, together with any corresponding liabilities, will be transferred to form an estate separate from the Issuer without legal personality.

Internal policies and procedures related to the nature and treatment of the cover pool

*The Issuer has defined a General Policy to govern the issue, management and control of Covered Bonds, approved by the Board of Directors, establishing a general framework for the issue, management and control of Covered Bonds and the corresponding procedures defined in development of this framework (the **Policy**).*

The Policy applies to Covered Bonds issued by the Issuer in Spain, as well as to Covered Bonds issued outside of Spain in accordance with Royal Decree-Law 24/2021.

The Policy establishes the general guidelines that the Issuer must comply with, in addition to the recommendations from supervisory bodies and best market practices that it is also required to take into consideration.

In order to comply with Royal Decree-Law 24/2021, a set of specific roles and responsibilities are established and assigned to each one of the parties involved in the issue, management, and control of Covered Bonds. These roles and responsibilities are:

- a) the first line of defence, with thorough knowledge about all specific requirements applicable to Covered Bonds issues;*
- b) the control body designated by the Issuer, which is responsible for monitoring the cover pool on an ongoing basis; and*
- c) a specific committee, the "control body activity monitoring committee", comprising the first and second lines of defence, which is responsible for tracking and monitoring the control, management and certification activity carried out by the control body, as well as for communicating to the Global Head of Regulation & Internal Control, the person with the highest responsibility in the Issuer's internal control function, of (i) any non-compliances detected by the external control body; and (ii) the six-monthly report.*

Likewise, the Policy establishes that the Issuer must guarantee that the liabilities of covered bond programmes are backed at all time with the required collateral assets, complying in any case, and at all times, with the applicable Legal Overcollateralisation or Contractual Overcollateralisation levels. In this sense, and in order to safeguard investors' interests, compliance with these limits shall be monitored on an ongoing basis, both by the first line of defence and by the control body of the cover pool.

Only assets meeting the eligibility conditions of the covered bonds programme shall be included in the cover pool they are attached to, in compliance with applicable regulations. In this sense, inclusion or removal of any assets from the cover pool or adoption of any legal act that may affect its effectiveness shall be contingent upon verification of compliance with applicable regulations, following authorisation from the control body. To obtain this authorisation, the pertinent management measures set out in applicable regulations shall be adopted.

Only assets that can be segregated may be included in the cover pool. A special register will be created for this purpose, where each and every one of the assets comprising the covered bond programme will be identified, and which shall be kept up to date at all times.

The cover pool of each covered bond programme will consist of, at all times, collateral assets with differing characteristics in terms of structural features, lifetime or risk profile in the cover pool. An internal procedure has been developed to ensure compliance with this principle, setting forth a set of rules aimed at preserving the granularity of the pool of collateral assets, as well as at identifying and addressing potential mismatches in maturities, lifetime and interest rates, as well as, where appropriate, exchange rates. Furthermore, a set of internal tests have been included in this internal procedure to ensure compliance with the internal procedure at all times. The results from the execution of the aforementioned tests shall be made available to the Bank of Spain and the control body, for assessment and monitoring purposes.

Finally, specific stress tests must be conducted to assess the solvency and liquidity of the different covered bond programmes and these exercises must be consistent with the assumptions, premises and methodologies applied in the remaining stress tests that the Issuer conducts. Stress tests results shall be taken into account in the management of the covered bond programmes and shall be put at the disposal of the Bank of Spain for assessment and supervision purposes.

(e) Interpretation

In these Conditions:

Additional Tier 1 Capital means Additional Tier 1 capital (*capital de nivel 1 adicional*) as provided under Applicable Banking Regulations;

Additional Tier 1 Instrument means any instrument of the Issuer qualifying as Additional Tier 1 Capital, in whole or in part;

Applicable Banking Regulations means at any time the laws, regulations, requirements, guidelines and policies relating to capital adequacy, resolution and/or solvency then applicable to the Issuer and/or the Group including, without limitation to the generality of the foregoing, CRD, the BRRD, the SRM Regulation and those laws, regulations, requirements, guidelines and policies relating to capital adequacy, resolution and/or solvency then in effect in Spain (whether or not such requirements, guidelines or policies have the force of law and whether or not they are applied generally or specifically to the Issuer and/or the Group);

BRRD means Directive 2014/59/EU of 15th May, 2014 establishing the framework for the recovery and resolution of credit institutions and investment firms or such other directive as may come into effect in place thereof, as partially implemented into Spanish law by Law 11/2015 and RD 1012/2015, as amended or replaced from time to time and including any other relevant implementing regulatory provisions;

Cover Pool means a pool of clearly defined Eligible Assets for Mortgage Covered Bonds, Eligible Assets for Public Sector Covered Bonds or Eligible Assets for Internationalisation Covered Bonds that secure the payment obligation of the Mortgage Covered Bonds, Public Sector Covered Bonds or Internationalisation Covered Bonds, respectively (each an **applicable Cover Pool**), with the Eligible Assets included in each applicable Cover Pool segregable from other assets of the Issuer, all in accordance with the provisions of Royal Decree-Law 24/2021;

CRD means any or any combination of the CRD Directive, the CRR, and any CRD Implementing Measures;

CRD Directive means Directive 2013/36/EU of the European Parliament and of the Council of 26th June, 2013 on access to the activity of credit institutions and the prudential supervision of credit institutions, as amended or replaced from time to time;

CRD Implementing Measures means any regulatory capital rules implementing or developing the CRD Directive or the CRR which may from time to time be introduced, including, but not limited to, delegated or implementing acts (regulatory technical standards) adopted by the European Commission, national laws and regulations, and regulations and guidelines issued by the Regulator, the European Banking Authority or any other relevant authority, which are applicable to the Issuer (on a standalone basis) or the Group (on a consolidated basis), including, without limitation, Law 10/2014, as amended or replaced from time to time, and any other regulation, circular or guidelines implementing Law 10/2014;

CRR means Regulation (EU) No. 575/2013 of the European Parliament and of the Council of 26th June, 2013 on the prudential requirements for credit institutions, as amended or replaced from time to time;

Eligible Assets means the Eligible Assets for Internationalisation Covered Bonds, Eligible Assets for Mortgage Covered Bonds and Eligible Assets for Public Sector Covered Bonds, as applicable;

Eligible Assets for Internationalisation Covered Bonds means the eligible primary assets listed in letters a) and b) of Article 129.1 of the CRR, or secured by them, linked to the financing of contracts for the export of Spanish goods and services or those of other nationalities or to the internationalisation of companies resident in Spain or in other countries, provided that the borrower is not a Spanish public sector entity and which form part of the Cover Pool for Internationalisation Covered Bonds, the eligible replacement assets, the liquid assets that make up the liquidity buffer of such Cover Pool and the economic flows generated by the derivative financial instruments linked to such Cover Pool, all in accordance with the legislation in force and the corresponding issue programme authorised by the Bank of Spain;

Eligible Assets for Mortgage Covered Bonds means the eligible primary assets listed in letters (d) and (f) of Article 129.1 of the CRR and which form part of the Cover Pool for Mortgage Covered Bonds, the eligible replacement assets, the liquid assets that make up the liquidity buffer of such Cover Pool and the economic flows generated by the derivative financial instruments linked to such Cover Pool, all in accordance with the legislation in force and the corresponding issue programme authorised by the Bank of Spain;

Eligible Assets for Public Sector Covered Bonds means the eligible primary assets listed in letter (a) of Article 129.1 of the CRR and which form part of the Cover Pool for Public Sector Covered Bonds, the eligible replacement assets, the liquid assets that make up the liquidity buffer of such Cover Pool and by the economic flows generated by the derivative financial instruments linked to such Cover Pool, all in accordance with the legislation in force and the corresponding issue programme authorised by the Bank of Spain;

FROB means the Spanish Executive Resolution Authority (*Autoridad de Resolución Ejecutiva*, formerly known as Spanish Fund for Orderly Bank Restructuring or *Fondo de Reestructuración Ordenada Bancaria*);

Group means the Issuer and its consolidated subsidiaries;

Insolvency Law means the restated text of the Insolvency Law approved by Royal Legislative Decree 1/2020, of 5th May (*Real Decreto Legislativo 1/2020, de 5 de mayo, por el que se aprueba el texto refundido de la Ley Concursal*), as amended, replaced or supplemented from time to time;

Internationalisation Covered Bonds (*cédulas de internacionalización*) means Covered Bonds that must at all times be secured by loans or credits against or guaranteed by counterparties and secured by

the eligible primary assets listed in letters (a) and (b) of Article 129.1 of the CRR, or secured by them, linked to the financing of contracts for the export of Spanish goods and services or those of other nationalities or to the internationalisation of companies resident in Spain or in other countries, provided that the borrower is not a Spanish public sector entity and which must meet the requirements set forth in Article 25 of the Royal Decree-Law 24/2021;

Law 10/2014 means Law 10/2014 of 26th June on the organisation, supervision and solvency of credit entities (*Ley 10/2014, de 26 de junio, de ordenación, supervisión y solvencia de entidades de crédito*), as amended, replaced or supplemented from time to time;

Law 11/2015 means Law 11/2015 of 18th June on the recovery and resolution of credit institutions and investment firms (*Ley 11/2015, de 18 de junio, de recuperación y resolución de entidades de crédito y empresas de servicios de inversión*), as amended, replaced or supplemented from time to time;

Mortgage Covered Bonds (*cédulas hipotecarias*) means Covered Bonds that must at all times be secured by the eligible primary assets listed in letters (d) and (f) of Article 129.1 of the CRR on prudential requirements for credit institutions and amending Regulation (EU) No. 648/2012 and which must meet the requirements set forth in Article 23 of the Royal Decree-Law 24/2021;

ordinary claims means the class of claims with respect to unsecured, non-privileged and unsubordinated obligations (*créditos ordinarios*) of the Issuer which, upon the insolvency proceeding (*concurso de acreedores*) of the Issuer and pursuant to Articles 269, 433 and 435 of the Insolvency Law, rank (i) junior to privileged claims (*créditos privilegiados*) (which shall include, among other claims, any claims in respect of deposits for the purposes of Additional Provision 14.1 of Law 11/2015 and any secured claims), and claims against the insolvency estate (*créditos contra la masa*) and (ii) senior to subordinated claims (*créditos subordinados*);

Public Sector Covered Bonds (*cédulas territoriales*) means Covered Bonds that must at all times be secured by loans or credits against counterparties and secured by the eligible primary assets listed in letter (a) of Article 129.1 of the CRR, provided that such loans are not linked to the financing of contracts for the export of goods and services or to the internationalisation of companies and which must meet the requirements set forth in Article 24 of the Royal Decree-Law 24/2021;

RD 1012/2015 means Royal Decree 1012/2015 of 6th November by virtue of which Law 11/2015 is developed and Royal Decree 2606/1996 of 20th December on credit entities' deposit guarantee fund is amended (*Real Decreto 1012/2015, de 6 de noviembre, por el que se desarrolla la Ley 11/2015, de 18 de junio, de recuperación y resolución de entidades de crédito y empresas de servicios de inversión, y por el que se modifica el Real Decreto 2606/1996, de 20 de diciembre, sobre fondos de garantía de depósitos de entidades de crédito*), as amended, replaced or supplemented from time to time;

Royal Decree-Law 24/2021 means Royal Decree-Law 24/2021, of 2nd November, on the transposition of European Union directives in the areas of covered bonds, cross-border distribution of collective investment undertakings, open data and reuse of public sector information, exercise of copyright and related rights applicable to certain online transmissions and retransmissions of radio and television programmes, temporary exemptions for certain imports and supplies, for consumers and for the promotion of clean and energy efficient road transport vehicles (*Real Decreto-ley 24/2021, de 2 de noviembre, de transposición de directivas de la Unión Europea en las materias de bonos garantizados, distribución transfronteriza de organismos de inversión colectiva, datos abiertos y reutilización de la información del sector público, ejercicio de derechos de autor y derechos afines aplicables a determinadas transmisiones en línea y a las retransmisiones de programas de radio y televisión, exenciones temporales a determinadas importaciones y suministros, de personas consumidoras y para la promoción de vehículos de transporte por carretera limpios y energéticamente eficientes*), as amended, replaced or supplemented from time to time;

Regulator means the European Central Bank, Bank of Spain (*Banco de España*) or the Relevant Spanish Resolution Authority, as applicable, or such other or successor authority having primary bank

supervisory authority with respect to prudential or resolution matters in relation to the Issuer and/or the Group;

Relevant Spanish Resolution Authority means the FROB, the Single Resolution Board, the Bank of Spain (*Banco de España*), the Spanish Securities Market Commission or any other entity with the authority to exercise any the resolution tools and powers contained in Law 11/2015 and the SRM Regulation from time to time;

Senior Non-Preferred Obligations means the obligations of the Issuer with respect to (i) the payment of the principal under the Senior Non-Preferred Notes and (ii) all other ordinary claims, present and future, which, upon the insolvency proceeding (*concurso de acreedores*) of the Issuer are expressed to rank within the ordinary claims but junior to Senior Preferred Obligations;

Senior Preferred Obligations means the obligations of the Issuer with respect to (i) the payment of principal under the Senior Preferred Notes and (ii) all other ordinary claims, present and future, other than Senior Non-Preferred Obligations;

SRM Regulation means Regulation (EU) No. 806/2014 of the European Parliament and the Council of 15th July, 2014 establishing uniform rules and a uniform procedure for the resolution of credit institutions and certain investment firms in the framework of the Single Resolution Mechanism and the Single Resolution Fund and amending Regulation (EU) No. 1093/2010, as amended, replaced or supplemented from time to time, including as amended by Regulation (EU) No. 877/2019 of the European Parliament and of the Council of 20th May, 2019;

Tier 2 Capital means Tier 2 capital (*capital de nivel 2*) as provided under Applicable Banking Regulations;

Tier 2 Instrument means any instrument of the Issuer qualifying as Tier 2 Capital, in whole or in part; and

Waived Set-Off Rights means any and all rights or claims of any holder of a Note against the Issuer for deduction, set-off, netting, compensation, retention or counterclaim arising directly or indirectly under or in connection with any Note.

4. INTEREST

(a) Interest on Fixed Rate Notes

Each Fixed Rate Note bears interest from (and including) the Interest Commencement Date at the rate(s) per annum equal to the Rate(s) of Interest. Interest will be payable in arrear on the Interest Payment Date(s) in each year up to (and including) the Maturity Date.

If the Notes are Bearer Notes in definitive form, except as provided in the applicable Final Terms, the amount of interest payable on each Interest Payment Date in respect of the Fixed Interest Period ending on (but excluding) such date will amount to the Fixed Coupon Amount. Payments of interest on any Interest Payment Date will, if so specified in the applicable Final Terms, amount to the Broken Amount so specified.

As used in these Conditions, **Fixed Interest Period** means the period from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date.

Except in the case of Bearer Notes in definitive form where an applicable Fixed Coupon Amount or Broken Amount is specified in the applicable Final Terms, interest shall be calculated in respect of any period by applying the Rate of Interest to:

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- (i) in the case of Fixed Rate Notes which are (a) represented by a Global Note or (b) Registered Notes in definitive form, the aggregate outstanding nominal amount of (I) the Fixed Rate Notes represented by such Global Note or (II) such Registered Notes; or
- (ii) in the case of Fixed Rate Notes which are Bearer Notes in definitive form, the Calculation Amount;

and, in each case, multiplying such sum by the applicable Day Count Fraction.

The resultant figure (including after application of any Fixed Coupon Amount or Broken Amount, as applicable, to the Calculation Amount in the case of Fixed Rate Notes which are Bearer Notes in definitive form) shall be rounded to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention. Where the Specified Denomination of a Fixed Rate Note which is a Bearer Note in definitive form is a multiple of the Calculation Amount, the amount of interest payable in respect of such Fixed Rate Note shall be the product of the amount (determined in the manner provided above) for the Calculation Amount and the amount by which the Calculation Amount is multiplied to reach the Specified Denomination, without any further rounding.

For the purposes of the calculation of an amount of interest, in accordance with this Condition 4(a), **Day Count Fraction** means:

- (i) if “Actual/Actual (ICMA)” is specified in the applicable Final Terms:
 - (A) in the case of Notes where the number of days in the relevant period from (and including) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the relevant payment date (the **Accrual Period**) is equal to or shorter than the Determination Period during which the Accrual Period ends, the number of days in such Accrual Period divided by the product of (I) the number of days in such Determination Period and (II) the number of Determination Dates (as specified in the applicable Final Terms) that would occur in one calendar year; or
 - (B) in the case of Notes where the Accrual Period is longer than the Determination Period during which the Accrual Period ends, the sum of:
 - I. the number of days in such Accrual Period falling in the Determination Period in which the Accrual Period begins divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year; and
 - II. the number of days in such Accrual Period falling in the next Determination Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year;
- (ii) if “Actual/Actual (ISDA)” is specified in the applicable Final Terms, the actual number of days in the relevant period from and including the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to but excluding the relevant payment date divided by 365 (or, if any portion of that period falls in a leap year, the sum of (A) the actual number of days in that portion of the period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the period falling in a non-leap year divided by 365);
- (iii) if “30/360” is specified in the applicable Final Terms, the number of days in the period from (and including) the most recent Interest Payment Date (or, if none, the Interest Commencement

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Date) to (but excluding) the relevant payment date (such number of days being calculated on the basis of a year of 360 days with 12 30-day months) divided by 360;

- (iv) if “30/360 (ISDA)” is specified in the applicable Final Terms, the number of days in the relevant period from and including the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to but excluding the relevant payment date divided by 360 (the number of days to be calculated on the basis of a year of 360 days with 12 30-day months (unless (a) the last day of the interest period is the 31st day of a month but the first day of the interest period is a day other than the 30th or 31st day of a month, in which case the month that includes that last day shall not be considered to be shortened to a 30-day month, or (b) the last day of the interest period is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30-day month)); and
- (v) if “Actual/365 (Fixed)” is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365.

In these Conditions, the following expressions have the following meanings:

Determination Period means each period from (and including) a Determination Date to (but excluding) the next Determination Date (including, where either the Interest Commencement Date or the final Interest Payment Date is not a Determination Date, the period commencing on the first Determination Date prior to, and ending on the first Determination Date falling after, such date); and

sub-unit means, with respect to any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, with respect to euro, one cent.

(b) Interest on Fixed Reset Notes

Each Fixed Reset Note bears interest from (and including):

- (i) the Interest Commencement Date to (but excluding) the Reset Date at the rate per annum equal to the Initial Interest Rate; and
- (ii) the Reset Date to (but excluding) either (A) the Maturity Date or (B) if applicable, the first Subsequent Reset Date and each successive period from (and including) any Subsequent Reset Date to (but excluding) the next succeeding Subsequent Reset Date (if any) (each period in (A) and (B) a **Reset Period**), in each case at the rate per annum equal to the relevant Reset Rate,

(in each case rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) (each a **Rate of Interest**) payable, in each case, in arrear on the Interest Payment Date(s) in each year up to and including the Maturity Date.

The provisions of this Condition 4(b) shall apply, as applicable, in respect of any determination by the Principal Paying Agent of the Rate of Interest for a Reset Period in accordance with this Condition 4(b) as if the Fixed Reset Notes were Floating Rate Notes. The Rate of Interest for each Reset Period shall otherwise be determined by the Principal Paying Agent on the relevant Reset Determination Date in accordance with the provisions of this Condition 4(b). Once the Rate of Interest is determined for a Reset Period, the provisions of Condition 4(a) shall apply to Fixed Reset Notes, as applicable, as if the Fixed Reset Notes were Fixed Rate Notes.

In these Conditions, with respect to any Fixed Reset Notes:

Reset Determination Date means the second Business Day immediately preceding the relevant Reset Date or relevant Subsequent Reset Date, as the case may be;

TERMS AND CONDITIONS OF THE NOTES

Reset Rate means the sum of the Reset Margin and the Reset Reference Rate for the relevant Reset Period (which rate if not calculated on the basis of a Reset Reference Rate with the same frequency of payments, shall be converted in accordance with market convention to a rate with the frequency with which scheduled interest payments are payable on the Fixed Reset Notes or, if market convention is for the Reset Reference Rate first to be so converted, the Reset Reference Rate for the purposes of determining the Reset Rate shall be the Reset Reference Rate as so converted without any further such conversion); and

If the Reset Reference Rate specified in the applicable Final Terms is the Mid-Swap Rate:

Mid-Swap Rate means, in relation to the Reset Date or relevant Subsequent Reset Date(s), as the case may be, and the Reset Period commencing on the Reset Date or that Subsequent Reset Date, the rate for the Reset Date or that Subsequent Reset Date of, in the case of semi-annual or annual Interest Payment Dates, the semi-annual or annual swap rate, respectively for swap transactions in the Specified Currency maturing on the last day of such Reset Period, expressed as a percentage, which appears on the Relevant Screen Page as of approximately 11.00 a.m. in the principal financial centre of the Specified Currency on such Reset Determination Date. If such rate does not appear on the Relevant Screen Page, the Mid-Swap Rate for the Reset Date or relevant Subsequent Reset Date, as the case may be, will be the Reset Reference Bank Rate for the Reset Period;

Reference Banks means five leading swap dealers in the interbank market for swap transactions in the Specified Currency with an equivalent maturity to the Reset Period as selected by the Issuer;

Relevant Screen Page means the display page on the relevant service as specified in the applicable Final Terms or such other page as may replace it on that information service, or on such other equivalent information service as determined by the Principal Paying Agent for the purpose of displaying the relevant swap rates for swap transactions in the Specified Currency with an equivalent maturity to the Reset Period;

Representative Amount means an amount that is representative for a single transaction in the relevant market at the relevant time;

Reset Period Mid-Swap Rate Quotations means the arithmetic mean of the bid and offered rates for the annual fixed leg (calculated on the day count basis customary for fixed rate payments in the Specified Currency), of a fixed-for-floating interest rate swap transaction in the Specified Currency with a term equal to the Reset Period commencing on the Reset Date or relevant Subsequent Reset Date, as the case may be, and in a Representative Amount with an acknowledged dealer of good credit in the swap market, where the floating leg (in each case calculated on the day count basis customary for floating rate payments in the Specified Currency), is equivalent to the Rate of Interest that would apply in respect of the Notes if (a) the Reference Rate was the Floating Leg Reference Rate and (b) the Relevant Screen Page was the Floating Leg Screen Page;

Reset Reference Bank Rate means, in relation to the Reset Date or relevant Subsequent Reset Date, as the case may be, and the Reset Period commencing on the Reset Date or that Subsequent Reset Date, the percentage determined on the basis of the Reset Period Mid-Swap Rate Quotations provided by the Reference Banks at approximately 11.00 a.m. in the principal financial centre of the Specified Currency on the Reset Determination Date. The Principal Paying Agent, with the assistance of the Issuer if required will request the principal office of each of the Reference Banks to provide a quotation of its rate. If at least three quotations are provided, the rate for the Reset Date or relevant Subsequent Reset Date, as the case may be, will be the arithmetic mean of the quotations, eliminating the highest quotation (or, in the event of equality, one of the highest) and the lowest quotation (or, in the event of equality, one of the lowest). If only two quotations are provided, it will be the arithmetic mean of the quotations provided. If only one quotation is provided, it will be the quotation provided. If no quotations are provided, the Mid-Swap Rate will be the Mid-Swap Rate for the immediately preceding Reset Period or, if none, the Initial Mid-Swap Rate.

TERMS AND CONDITIONS OF THE NOTES

If the Reset Reference Rate specified in the applicable Final Terms is the Reset Reference Bond Rate, unless otherwise specified in the applicable Final Terms:

Reset Determination Time means, in relation to a Reset Determination Date, 11.00 a.m. in the principal financial centre of the Specified Currency (which, if the Specified Currency is euro, shall be Frankfurt, Germany) on such Reset Determination Date;

Reset Reference Bond means, in relation to any Reset Period, a government security or securities issued by the government of the state responsible for issuing the Specified Currency (which, if the Specified Currency is euro, shall be Germany) (a **Relevant Government Bond**) selected by the Issuer as having the nearest actual or interpolated maturity comparable with such Reset Period and that (in the opinion of the Issuer) would be utilised, at the time of selection and in accordance with customary financial practice, in pricing new issuances of corporate debt securities denominated in the Specified Currency and of a comparable maturity to such Reset Period;

Reset Reference Bond Yield means, in respect of any Reset Determination Date, the arithmetic average of the Reset Reference Government Bond Dealer Quotations for such Reset Determination Date, as determined by the Principal Paying Agent or the Calculation Agent, as applicable, after excluding the highest and lowest such Reset Reference Government Bond Dealer Quotations; *provided, however*, that (A) if fewer than five but more than one Reset Reference Government Bond Dealer Quotations are received, the Reset Reference Bond Yield shall be equal to the arithmetic average of all such quotations, or (B) if only one Reset Reference Government Bond Dealer Quotation is received, the Reset Reference Bond Yield shall be equal to such quotation, or (C) if no Reset Reference Government Bond Dealer Quotations are received, the Reset Reference Bond Yield will be the Reset Reference Bond Rate for the immediately preceding Reset Period or, if none, the Initial Reference Rate;

Reset Reference Rate means, in relation to any Reset Period, the rate per annum equal to the annual yield to maturity or interpolated yield to maturity (on the relevant day count basis) of the Reset Reference Bond, expressed as a percentage, which equals the Reset Reference Bond Yield for the relevant Reset Determination Date;

Reset Reference Government Bond Dealers means five banks or other financial institutions that are (A) primary dealers in Relevant Government Bonds, or (B) market makers in pricing corporate bond issues denominated in the Specified Currency, in each case as selected by the Issuer and notified in writing to the Principal Paying Agent; and

Reset Reference Government Bond Dealer Quotations means, with respect to each Reset Reference Government Bond Dealer and any Reset Determination Date, the bid and offered yields to maturity or interpolated yields to maturity (on the relevant day count basis) for the Reset Reference Bond (expressed as a percentage of its principal amount) as at or around the Reset Determination Time on such Reset Determination Date, and, if relevant, on a dealing basis for settlement that is customarily used for such Reset Reference Bond at such time, quoted in writing to the Issuer by such Reset Reference Government Bond Dealer.

If the Reset Reference Rate specified in the applicable Final Terms is the CMT Rate, unless otherwise specified in the applicable Final Terms:

Business Day means a U.S. Government Securities Business Day (as defined in Condition 4(c)(ii)(C)(C));

H.15 means the daily statistical release designated as H.15, or any successor publication, published by the Board of Governors of the Federal Reserve System at <http://www.federalreserve.gov/releases/H15> or any successor site or publication;

Original Reset Reference Rate Payment Basis has the meaning specified in the applicable Final Terms;

TERMS AND CONDITIONS OF THE NOTES

Reference Bond Quotation means, with respect to each Reset Reference Bank and any Reset Determination Date, the rate of the Original Reset Reference Rate Payment Basis yield-to-maturity based on the secondary market bid price of the relevant Reset U.S. Treasury Security as determined by the Reset Reference Bank at approximately the Reset Determination Time on the Business Day following such Reset Determination Date;

Reset Reference Bank Rate means, with respect to any Reset Period and any Reset Determination Date, the rate (expressed as a percentage rate per annum and rounded, if necessary, to the fifth decimal place, with 0.000005 being rounded upwards) determined on the basis of the Reference Bond Quotations provided by the Reset Reference Banks to the Principal Paying Agent at approximately the Reset Determination Time on the Business Day following such Reset Determination Date.

If at least three such Reference Bond Quotations are provided, the Reset Reference Bank Rate will be the arithmetic mean (rounded as aforesaid) of the Reference Bond Quotations provided, eliminating the highest quotation (or in the event of equality, one of the highest) and the lowest quotation (or, in the event of equality, one of the lowest). If only two Reference Bond Quotations are provided, the Reset Reference Bank Rate will be the arithmetic mean (rounded as aforesaid) of the Reference Bond Quotations provided. If fewer than two Reference Bond Quotations are provided, the Reset Reference Bank Rate for the relevant Reset Period will be the last observable Original Reset Reference Rate Payment Basis yield for U.S. Treasury Securities at “constant maturity” for a period of maturity which is equal or comparable to the duration of the relevant Reset Period, as published in H.15 under the caption “Treasury constant maturities (nominal)”, as that yield is displayed on the Relevant Screen Page;

Reset Reference Banks means the principal office in the principal financial centre of the Specified Currency of five major banks which are primary U.S. Treasury Securities dealers or market makers in pricing corporate bond issues determined in U.S. dollars, as published on the Federal Reserve Bank of New York’s website at <http://www.newyorkfed.org>, or any successor source;

Reset Reference Rate means in relation to any Reset Determination Date:

- (i) the Original Reset Reference Rate Payment Basis yield for U.S. Treasury Securities at “constant maturity” for a period of maturity which is equal or comparable to the duration of the relevant Reset Period, as published in H.15 under the caption “Treasury constant maturities (nominal)”, as that yield is displayed on such Reset Determination Date, on the Relevant Screen Page;
- (ii) if the yield referred to in paragraph (A) above is not published on the Relevant Screen Page on such Reset Determination Date, the Original Reset Reference Rate Payment Basis yield for U.S. Treasury Securities at “constant maturity” having a period to maturity which is equal or comparable to the duration of the relevant Reset Period as published in H.15 under the caption “Treasury constant maturities (nominal)” on such Reset Determination Date; or
- (iii) if neither the yield referred to in paragraph (A) above nor the yield referred to in paragraph (B) above is published on such Reset Determination Date, the Reset Reference Bank Rate on such Reset Determination Date,

in each case, all as determined by the Principal Paying Agent; and

U.S. Treasury Securities means securities that are direct obligations of the United States Treasury, issued other than on a discount basis.

(c) Interest on Floating Rate Notes

(i) Interest Payment Dates

Each Floating Rate Note bears interest from (and including) the Interest Commencement Date and such interest will be payable in arrear on either:

- (A) the Specified Interest Payment Date(s) in each year specified in the applicable Final Terms; or
- (B) if no Specified Interest Payment Date(s) is/are specified in the applicable Final Terms, each date (each such date, together with each Specified Interest Payment Date, an **Interest Payment Date**) which falls the number of months or other period specified as the Specified Period in the applicable Final Terms after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.

Such interest will be payable in respect of each Interest Period. In these Conditions, **Interest Period** means the period from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date.

If a Business Day Convention is specified in the applicable Final Terms and (x) if there is no numerically corresponding day in the calendar month in which an Interest Payment Date should occur or (y) if any Interest Payment Date would otherwise fall on a day which is not a Business Day, then, if the Business Day Convention specified is:

- I. in any case where Specified Periods are specified in accordance with Condition 4(c)(i)(B) above, the Floating Rate Convention, such Interest Payment Date (a) in the case of (x) above, shall be the last day that is a Business Day in the relevant month and the provisions of (ii) below shall apply *mutatis mutandis* or (b) in the case of (y) above, shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event (i) such Interest Payment Date shall be brought forward to the immediately preceding Business Day and (ii) each subsequent Interest Payment Date shall be the last Business Day in the month which falls the Specified Period after the preceding applicable Interest Payment Date occurred; or
- II. the Following Business Day Convention, such Interest Payment Date shall be postponed to the next day which is a Business Day; or
- III. the Modified Following Business Day Convention, such Interest Payment Date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such Interest Payment Date shall be brought forward to the immediately preceding Business Day; or
- IV. the Preceding Business Day Convention, such Interest Payment Date shall be brought forward to the immediately preceding Business Day.

In these Conditions, **Business Day** means:

- (A) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in each Additional Business Centre (other than T2) specified in the applicable Final Terms;

- (B) if T2 System is specified as an Additional Business Centre in the applicable Final Terms, a day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer System or any successor to or replacement for that system (**T2**) is open; and
- (C) either (I) in relation to any sum payable in a Specified Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (if other than any Additional Business Centre and which if the Specified Currency is Australian dollars or New Zealand dollars shall be Sydney and Auckland, respectively) or (II) in relation to any sum payable in euro, a day on which T2 is open.

(ii) *Rate of Interest*

The Rate of Interest payable from time to time in respect of Floating Rate Notes will be determined in the manner specified in the applicable Final Terms.

- (A) *Screen Rate Determination for Floating Rate Notes not referencing Compounded Daily SONIA, Compounded Daily SOFR or Compounded Daily €STR*

The Rate of Interest for each Interest Period will, subject as provided below, be either:

- I. the offered quotation; or
- II. the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the offered quotations,

(expressed as a percentage rate per annum) for the Reference Rate (being EURIBOR) which appears or appear, as the case may be, on the Relevant Screen Page (or such replacement page on that service which displays the information) as at 11.00 a.m. (Brussels time) on the Interest Determination Date in question plus or minus (as indicated in the applicable Final Terms) the Margin (if any), all as determined by the Principal Paying Agent or the Calculation Agent, as applicable. If five or more of such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Principal Paying Agent or the Calculation Agent, as applicable, for the purpose of determining the arithmetic mean (rounded as provided above) of such offered quotations.

If the Relevant Screen Page is not available or if, in the case of Condition 4(c)(ii)(A)I, no rate or offered quotation appears or, in the case of Condition 4(c)(ii)(A)II, fewer than three offered quotations appear, in each case as at the Specified Time, the Issuer shall request each of the Reference Banks to provide the Principal Paying Agent with its offered quotation (expressed as a percentage rate per annum) for the Reference Rate at approximately the Specified Time on the Interest Determination Date in question. If two or more of the Reference Banks provide the Principal Paying Agent with offered quotations, the Rate of Interest for the Interest Period shall be the arithmetic mean (rounded if necessary to the fifth decimal place with 0.000005 being rounded upwards) of the offered quotations plus or minus (as appropriate) the Margin (if any), all as determined by the Principal Paying Agent.

If on any Interest Determination Date one only or none of the Reference Banks provides the Principal Paying Agent with an offered quotation as provided in the preceding paragraph, the Rate of Interest for the relevant Interest Period shall be the rate per

annum which the Principal Paying Agent determines as being the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the rates, as communicated to the Principal Paying Agent by the Reference Banks or any two or more of them at the request of the Issuer, at which such banks were offered, at approximately the Specified Time on the relevant Interest Determination Date, deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate by leading banks in the Euro-zone inter-bank market plus or minus (as appropriate) the Margin (if any) or, if fewer than two of the Reference Banks provide the Principal Paying Agent with offered rates, the offered rate for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, or the arithmetic mean (rounded as provided above) of the offered rates for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, at which, at approximately the Specified Time on the relevant Interest Determination Date, any one or more banks (which bank or banks is or are in the opinion of the Issuer is suitable for the purpose) informs the Principal Paying Agent it is quoting to leading banks in the Euro-zone inter-bank market plus or minus (as appropriate) the Margin (if any), provided that, if the Rate of Interest cannot be determined in accordance with the foregoing provisions of this paragraph by 5.00 p.m. (Brussels time) on the Interest Determination Date in question, the Rate of Interest shall be determined as at the last preceding Interest Determination Date (though substituting, where a different Margin is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin relating to the relevant Interest Period in place of the Margin relating to that last preceding Interest Period).

If the Reference Rate from time to time in respect of Floating Rate Notes is specified in the applicable Final Terms as being other than EURIBOR, the Rate of Interest in respect of the Notes will be determined as provided in the applicable Final Terms.

(B) *Screen Rate Determination for Floating Rate Notes referencing Compounded Daily SONIA*

(A) Where the Reference Rate is specified as being Compounded Daily SONIA, the Rate of Interest with respect to each Interest Period will, subject as provided below, be Compounded Daily SONIA for such Interest Period plus or minus the Margin (if any) as specified in the applicable Final Terms, all as determined and calculated by the Principal Paying Agent or the Calculation Agent, as applicable.

Compounded Daily SONIA means, with respect to an Interest Period,

(I) if Index Determination is specified as being applicable in the applicable Final Terms, the rate determined by the Principal Paying Agent or the Calculation Agent, as applicable, on the relevant Interest Determination Date in accordance with the following formula (and the resulting percentage will be rounded, if necessary, to the fifth decimal place, with 0.000005 being rounded upwards):

$$\left(\frac{\text{SONIA Compounded Index}_y}{\text{SONIA Compounded Index}_x} - 1 \right) \times \frac{365}{d}$$

where:

SONIA Compounded Index_x is the SONIA Compounded Index value for the day falling “p” London Banking Days prior to the first day of the relevant Interest Period;

SONIA Compounded Index_y is the SONIA Compounded Index value for the day falling “p” London Banking Days prior to the Interest Payment Date for the relevant Interest Period or such other date on which the relevant payment of interest falls due (but which by its definition or the operation of the relevant provisions is excluded from such Interest Period);

d is the number of calendar days in the relevant SONIA Observation Period;

provided that if the SONIA Compounded Index value required to determine SONIA Compounded Index_x or SONIA Compounded Index_y does not appear on the Relevant Screen Page or, if not so published or the Relevant Screen Page is unavailable, the Bank of England's Interactive Statistical Database, or any successor source on which the compounded daily SONIA rate is published by the Bank of England (or any successor administrator of SONIA) at the Specified Time on the relevant London Banking Day (or by 5.00 p.m. London time or such later time falling one hour after the customary or scheduled time for publication of the SONIA Compounded Index in accordance with the then-prevailing operational procedures of the administrator of the SONIA Reference Rate or SONIA authorised distributors, as the case may be), then Compounded Daily SONIA for such Interest Period shall be “Compounded Daily SONIA” determined in accordance with paragraph (II) below and for these purposes the Observation Method shall be deemed to be “Shift”; or

- (II) if either (x) Index Determination is specified as being not applicable in the applicable Final Terms, or (y) this Condition 4(c)(ii)(B)(A)(II) applies to such Interest Period pursuant to the proviso in Condition 4(c)(ii)(B)(A)(I) above, the rate determined by the Principal Paying Agent or the Calculation Agent, as applicable, on the relevant Interest Determination Date in accordance with the following formula (and the resulting percentage will be rounded, if necessary, to the fifth decimal place, with 0.000005 being rounded upwards):

$$\left[\prod_{i=1}^{d_0} \left(1 + \frac{SONIA_{i-pLBD} \times n_i}{365} \right) - 1 \right] \times \frac{365}{d}$$

where:

d is the number of calendar days in (where in the applicable Final Terms “Lag” is specified as the Observation Method) the relevant Interest Period or (where in the applicable Final Terms “Shift” is specified as the Observation Method) the SONIA Observation Period;

d₀ is the number of London Banking Days in (where in the applicable Final Terms “Lag” is specified as the Observation Method) the relevant Interest Period or (where in the applicable Final Terms “Shift” is specified as the Observation Method) the SONIA Observation Period;

i is a series of whole numbers from one to d_o , each representing the relevant London Banking Day in chronological order from, and including, the first London Banking Day in (where in the applicable Final Terms “Lag” is specified as the Observation Method) the relevant Interest Period or (where in the applicable Final Terms “Shift” is specified as the Observation Method) the relevant SONIA Observation Period;

n_i , for any London Banking Day “ i ”, is the number of calendar days from (and including) such London Banking Day “ i ” up to (but excluding) the following London Banking Day;

SONIA_{i-pLBD} means:

- (a) where in the applicable Final Terms “Lag” is specified as the Observation Method, in respect of any London Banking Day “ i ” falling in the relevant Interest Period, the SONIA Reference Rate for the London Banking Day falling “ p ” London Banking Days prior to such London Banking Day “ i ”; or
 - (b) where in the applicable Final Terms “Shift” is specified as the Observation Method, SONIA_{i-pLBD} shall be replaced in the above formula with SONIA _{i} , where **SONIA _{i}** means, in respect of any London Banking Day “ i ” falling in the relevant SONIA Observation Period, the SONIA Reference Rate for such London Banking Day “ i ”.
- (B) In the event that Compounded Daily SONIA for any Interest Period cannot be determined by the Principal Paying Agent or the Calculation Agent, as applicable, in accordance with the foregoing provisions, the Rate of Interest shall be:
- (I) determined as at the last preceding Interest Determination Date (though substituting, where a different Margin, Maximum Rate of Interest and/or the Minimum Rate of Interest is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin, the Maximum Rate of Interest and/or Minimum Rate of Interest (as the case may be) relating to the relevant Interest Period, in place of the Margin, Maximum Rate of Interest and/or Minimum Rate of Interest (as applicable) relating to that last preceding Interest Period); or
 - (II) if there is no such preceding Interest Determination Date, the initial Rate of Interest which would have been applicable to such Series of Notes for the first scheduled Interest Period had the Notes been in issue for a period equal in duration to the first scheduled Interest Period but ending on (and excluding) the Interest Commencement Date (and applying the Margin and, if applicable, any Maximum Rate of Interest and/or Minimum Rate of Interest, applicable to the first scheduled Interest Period).

- (C) For the purposes of this Condition 4(c)(ii)(B):

London Banking Day or **LBD** means any day on which commercial banks are open for general business (including dealing in foreign exchange and foreign currency deposits) in London;

Observation Look-Back Period means the period specified as such in the applicable Final Terms;

p means the number of London Banking Days included in the Observation Look-Back Period, as specified in the applicable Final Terms;

Relevant Screen Page means the display page on the relevant service as specified in the applicable Final Terms or such other page as may replace it on that information service, or on such other equivalent information service as determined by the Principal Paying Agent for the purpose of displaying the SONIA Compounded Index or SONIA Reference Rate, as applicable;

SONIA has the meaning given to such term in the definition of SONIA Reference Rate;

SONIA Compounded Index means, in respect of any London Banking Day, the compounded daily SONIA rate as published by the Bank of England (or any successor administrator of SONIA) as such rate appears on the Relevant Screen Page or, if not so published or the Relevant Screen Page is unavailable, as published on the Bank of England's Interactive Statistical Database (or any successor source on which the compounded daily SONIA rate is published by the Bank of England (or such successor administrator)), in each case at the Specified Time on such London Banking Day;

SONIA Observation Period means, in respect of any Interest Period, the period from (and including) the date falling “p” London Banking Days prior to the first day of such Interest Period to (but excluding) the date falling “p” London Banking Days prior to the Interest Payment Date for such Interest Period or such other date on which the relevant payment of interest falls due (but which by its definition or the operation of the relevant provisions is excluded from such Interest Period);

SONIA Reference Rate means, in respect of any London Banking Day, the daily Sterling Overnight Index Average (**SONIA**) rate for such London Banking Day as provided by the Bank of England, as administrator of such rate (or any successor administrator of such rate) to authorised distributors (the **SONIA authorised distributors**) and as then published on the Relevant Screen Page (or, if not so published or the Relevant Screen Page is unavailable, as otherwise published by the SONIA authorised distributors) on the London Banking Day immediately following such London Banking Day, *provided* that if, in respect of any London Banking Day, the applicable SONIA Reference Rate is not made available on the Relevant Screen Page (or has not otherwise been published by the SONIA authorised distributors) by 5.00 p.m. London time, then (unless the Principal Paying Agent or the Calculation Agent, as applicable, has been notified of any Successor Rate or Alternative Rate (and any related Adjustment Spread and/or Benchmark Amendments) pursuant to Condition 4(d) below, if applicable) the SONIA Reference Rate in respect of such London Banking Day shall be:

- (I) the sum of (i) the Bank of England's Bank Rate (the **Bank Rate**) prevailing at 5.00 p.m. (or, if earlier, close of business) on such London Banking Day; and (ii) the mean of the spread of the SONIA Reference Rate to the Bank Rate over the previous five London Banking Days on which a SONIA Reference Rate has been published, excluding the highest spread (or, if there is more than one highest spread, one only of those highest spreads) and the lowest spread (or, if there is more than one lowest spread, one only of those lowest spreads); or
- (II) if the Bank Rate described in sub-clause (I) above is not available at such time on such London Banking Day, (i) the SONIA Reference Rate published on the Relevant Screen Page (or as otherwise published by the SONIA authorised distributors) for the first preceding London Banking Day on which the SONIA Reference Rate was published on the Relevant Screen Page (or otherwise published by the SONIA authorised distributors) or (ii) if the Bank Rate described in sub-clause (I) is more recently available, the rate determined pursuant to sub-clause (I) by reference to such most recently available Bank Rate; and

Specified Time means 10.00 a.m. London time, or such other time as is specified in the applicable Final Terms.

- (C) *Screen Rate Determination for Floating Rate Notes referencing Compounded Daily SOFR*

- (A) Where the Reference Rate is specified as being Compounded Daily SOFR, the Rate of Interest for each Interest Period will, subject as provided below, be Compounded Daily SOFR for such Interest Period plus or minus (as specified in the applicable Final Terms) the Margin (if any), all as determined and calculated by the Principal Paying Agent or the Calculation Agent, as applicable.

Compounded Daily SOFR means, with respect to an Interest Period,

- (I) if Index Determination is specified as being applicable in the applicable Final Terms, the rate determined by the Principal Paying Agent or the Calculation Agent, as applicable, on the relevant Interest Determination Date in accordance with the following formula (and the resulting percentage will be rounded, if necessary, to the fifth decimal place, with 0.000005 being rounded upwards):

$$\left(\frac{SOFR\ Index_{End}}{SOFR\ Index_{Start}} - 1 \right) \times \left(\frac{360}{d} \right)$$

where:

SOFR Index_{Start} is the SOFR Index value for the day falling “p” U.S. Government Securities Business Days prior to the first day of the relevant Interest Period;

SOFR Index_{End} is the SOFR Index value for the day falling “p” U.S. Government Securities Business Days prior to the Interest Payment Date for the relevant Interest Period or such other date on which the relevant payment of interest falls due (but which by its definition or the operation of the relevant provisions is excluded from such Interest Period); and

d is the number of calendar days in the relevant SOFR Observation Period;

provided that, if the SOFR Index value required to determine SOFR Index_{Start} or SOFR Index_{End} does not appear on the Relevant Screen Page or, if not so published or the Relevant Screen Page is unavailable, the SOFR Administrator's Website at the Specified Time on the relevant U.S. Government Securities Business Day (or by 3:00 pm New York City time on the immediately following US Government Securities Business Day or such later time falling one hour after the customary or scheduled time for publication of the SOFR Index value in accordance with the then-prevailing operational procedures of the administrator of SOFR Index), "Compounded Daily SOFR" for such Interest Period will be determined in accordance with Condition 4(c)(ii)(C)(A)(II) below; or

- (II) if either (x) Index Determination is specified as being not applicable in the applicable Final Terms, or (y) this Condition 4(c)(ii)(C)(A)(II) applies to such Interest Period pursuant to the proviso in Condition 4(c)(ii)(C)(A)(I) above, the rate determined by the Principal Paying Agent or the Calculation Agent, as applicable, on the relevant Interest Determination Date in accordance with the following formula (and the resulting percentage will be rounded, if necessary, to the fifth decimal place, with 0.000005 being rounded upwards):

$$\left[\prod_{i=1}^{d_0} \left(1 + \frac{SOFR_i \times n_i}{360} \right) - 1 \right] \times \frac{360}{d}$$

where:

d is the number of calendar days in the relevant SOFR Observation Period;

d₀ is the number of U.S. Government Securities Business Days in the relevant SOFR Observation Period;

i is a series of whole numbers from one to "d₀", each representing the relevant U.S. Government Securities Business Days in chronological order from, and including, the first U.S. Government Securities Business Day in the relevant SOFR Observation Period;

n_i, for any U.S. Government Securities Business Day "i", in the relevant SOFR Observation Period, is the number of calendar days from (and including) such U.S. Government Securities Business Day "i" up to (but excluding) the following U.S. Government Securities Business Day ("i+1"); and

SOFR_i means, in respect of any U.S. Government Securities Business Day "i" falling in the relevant SOFR Observation Period, the SOFR Reference Rate for such U.S. Government Securities Business Day.

- (B) If the SOFR Benchmark Replacement is at any time required to be used pursuant to paragraph (3) of the definition of SOFR Reference Rate, then the Issuer or the SOFR Benchmark Replacement Agent, if any, will determine the

SOFR Benchmark Replacement in accordance with the definition thereof with respect to the then-current SOFR Benchmark and, if the Issuer or the SOFR Benchmark Replacement Agent has so determined the SOFR Benchmark Replacement:

- (I) the SOFR Benchmark Replacement Agent shall also determine the method for determining the rate described in sub-paragraph (a) of paragraph (1), (2) or (3) of the definition of SOFR Benchmark Replacement, as applicable (including (i) the page, section or other part of a particular information service on or source from which such rate appears or is obtained (the **Alternative Relevant Source**), (ii) the time at which such rate appears on, or is obtained from, the Alternative Relevant Source (the **Alternative Specified Time**), (iii) the day on which such rate will appear on, or is obtained from, the Relevant Source in respect of each U.S. Government Securities Business Day (the **Alternative Relevant Date**), and (iv) any alternative method for determining such rate if it is unavailable at the Alternative Specified Time on the applicable **Alternative** Relevant Date), which method shall be consistent with industry-accepted practices for such rate;
- (II) from (and including) the Affected Day, references to the Specified Time in these Conditions shall be deemed to be references to the Alternative Specified Time;
- (III) if the SOFR Benchmark Replacement Agent determines that (i) changes to the definitions of Business Day, Business Day Convention, Compounded Daily SOFR, Day Count Fraction, Interest Determination Date, Interest Payment Date, Interest Period, Observation Look-Back Period, SOFR Observation Period, SOFR Observation Shift Period, SOFR Reference Rate or U.S. Government Securities Business Day and/or (ii) any other technical changes to any other provision in this Condition 4(c)(ii), are necessary in order to implement the SOFR Benchmark Replacement (including any alternative method described in sub-paragraph (iv) of paragraph (I) above) as the SOFR Benchmark in a manner substantially consistent with market practice (or, if the SOFR Benchmark Replacement Agent decides that adoption of any portion of such market practice is not administratively feasible or if the SOFR Benchmark Replacement Agent determines that no market practice for use of the SOFR Benchmark Replacement exists, in such other manner as the SOFR Benchmark Replacement Agent, as the case may be, determines is reasonably necessary), the Issuer and the Fiscal Paying Agent and/or the Calculation Agent, as applicable, shall agree without any requirement for the consent or approval of Noteholders to the necessary modifications to these Conditions and/or the Agency Agreement in order to provide for the amendment of such definitions or other provisions to reflect such changes; and
- (IV) the Issuer will give notice or will procure that notice is given as soon as practicable to the Principal Paying Agent and the Calculation Agent, as applicable, and to the Noteholders in accordance with Condition 13, specifying the SOFR Benchmark Replacement, as well as the details described in paragraph (A) above and the amendments implemented pursuant to paragraph (III) above.

(C) For the purposes of this Condition 4(c)(ii)(C):

Corresponding Tenor means, with respect to a SOFR Benchmark Replacement, a tenor (including overnight) having approximately the same length (disregarding any applicable Business Day Convention) as the applicable tenor for the then-current SOFR Benchmark;

ISDA Definitions means the 2021 ISDA Definitions published by ISDA or any successor thereto, as amended or supplemented from time to time, or any successor definitional booklet for interest rate derivatives published from time to time by ISDA;

ISDA Fallback Adjustment means, with respect to any ISDA Fallback Rate, the spread adjustment, which may be a positive or negative value or zero, that would be applied to such ISDA Fallback Rate in the case of derivatives transactions referencing the ISDA Definitions that will be effective upon the occurrence of an index cessation event with respect to the then-current SOFR Benchmark for the applicable tenor;

ISDA Fallback Rate means, with respect to the then-current SOFR Benchmark, the rate that would apply for derivatives transactions referencing the ISDA Definitions that will be effective upon the occurrence of an index cessation date with respect to the then-current SOFR Benchmark for the applicable tenor excluding the applicable ISDA Fallback Adjustment;

Observation Look-Back Period means the period specified as such in the applicable Final Terms;

p means the number of U.S. Government Securities Business Days included in the Observation Look-Back Period, as specified in the applicable Final Terms;

Relevant Governmental Body means the Board of Governors of the Federal Reserve System and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Board of Governors of the Federal Reserve System and/or the Federal Reserve Bank of New York or any successor thereto;

Relevant Screen Page means the display page on the relevant service as specified in the applicable Final Terms or such other page as may replace it on that information service, or on such other equivalent information service as determined by the Principal Paying Agent for the purpose of displaying the SOFR Index or the SOFR Reference Rate, as applicable;

SOFR means, in respect of any U.S. Government Securities Business Day, the daily secured overnight financing rate for such U.S. Government Securities Business Day as provided by the Federal Reserve Bank of New York, as the administrator of such rate (or any successor administrator of such rate);

SOFR Administrator means the Federal Reserve Bank of New York (or a successor administrator of the daily Secured Overnight Financing Rate or the SOFR Index, as applicable);

SOFR Administrator's Website means the website of the Federal Reserve Bank of New York, or any successor source;

SOFR Benchmark means SOFR, provided that if a SOFR Benchmark Transition Event and its related SOFR Benchmark Replacement Date have occurred with respect to SOFR or such other then-current SOFR Benchmark, then “SOFR Benchmark” means the applicable SOFR Benchmark Replacement;

SOFR Benchmark Replacement means, with respect to the then-current SOFR Benchmark, the first alternative set forth in the order presented below that can be determined by the SOFR Benchmark Replacement Agent as of the SOFR Benchmark Replacement Date with respect to the then-current SOFR Benchmark:

- (1) the sum of: (a) the alternate rate of interest that has been selected or recommended by the Relevant Governmental Body as the replacement for the then-current SOFR Benchmark for the applicable Corresponding Tenor and (b) the SOFR Benchmark Replacement Adjustment; or
- (2) the sum of (a) the ISDA Fallback Rate and (b) the SOFR Benchmark Replacement Adjustment;
- (3) the sum of: (a) the alternate rate of interest that has been selected by the SOFR Benchmark Replacement Agent as the replacement for the then-current Benchmark for the applicable Corresponding Tenor and (b) the SOFR Benchmark Replacement Adjustment, provided that, (i) if the SOFR Benchmark Replacement Agent determines that there is an industry-accepted replacement rate of interest for the then-current Benchmark for U.S. dollar-denominated floating rate notes at such time, it shall select such industry-accepted rate, and (ii) otherwise, it shall select such rate of interest that it has determined is most comparable to the then-current Benchmark, and the Benchmark Replacement Adjustment;

SOFR Benchmark Replacement Adjustment means, with respect to any SOFR Benchmark Replacement, the first alternative set forth in the order below that can be determined by the SOFR Benchmark Replacement Agent, if any, as of the Benchmark Replacement Date with respect to the then-current Benchmark:

- (1) the spread adjustment, or method for calculating or determining such spread adjustment, which may be a positive or negative value or zero, that has been selected or recommended by the Relevant Governmental Body for the applicable Unadjusted Benchmark Replacement;
- (2) if the applicable Unadjusted Benchmark Replacement is equivalent to the ISDA Fallback Rate, the ISDA Fallback Adjustment;
- (3) the spread adjustment, which may be a positive or negative value or zero, that has been selected by the SOFR Benchmark Replacement Agent to be applied to the applicable Unadjusted SOFR Benchmark Replacement in order to reduce or eliminate, to the extent reasonably practicable under the circumstances, any economic prejudice or benefit (as applicable) to Noteholders as a result of the replacement of the then-current SOFR Benchmark with such Unadjusted SOFR Benchmark Replacement for the purposes of determining the SOFR Reference Rate, which spread adjustment shall be consistent with any

industry-accepted spread adjustment, or method for calculating or determining such spread adjustment, applied to such Unadjusted SOFR Benchmark Replacement where it has replaced the then-current SOFR Benchmark for U.S. dollar denominated floating rate notes at such time;

SOFR Benchmark Replacement Agent means any person that has been appointed by the Issuer to make the calculations and determinations to be made by the SOFR Benchmark Replacement Agent described in this Condition 4(c)(ii)(C) that may be made by either the SOFR Benchmark Replacement Agent or the Issuer, so long as such person is a leading bank or other financial institution or a person with appropriate expertise, in each case that is experienced in such calculations and determinations;

SOFR Benchmark Replacement Date means, with respect to the then-current SOFR Benchmark, the earliest to occur of the following events with respect thereto:

- (1) in the case of sub-paragraph (1) or (2) of the definition of SOFR Benchmark Transition Event, the later of (a) the date of the public statement or publication of information referenced therein and (b) the date on which the administrator of the SOFR Benchmark permanently or indefinitely ceases to provide the SOFR Benchmark; or
- (2) in the case of sub-paragraph (3) of the definition of SOFR Benchmark Transition Event, the date of the public statement or publication of information referenced therein.

If the event giving rise to the SOFR Benchmark Replacement Date occurs on the same day as, but earlier than, the Specified Time in respect of any determination, the SOFR Benchmark Replacement Date will be deemed to have occurred prior to the Specified Time for such determination;

SOFR Benchmark Transition Event means, with respect to the then-current SOFR Benchmark, the occurrence of one or more of the following events with respect thereto:

- (1) a public statement or publication of information by or on behalf of the administrator of the SOFR Benchmark announcing that such administrator has ceased or will cease to provide the SOFR Benchmark, permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the SOFR Benchmark;
- (2) a public statement or publication of information by the regulatory supervisor for the administrator of the SOFR Benchmark, the central bank for the currency of the SOFR Benchmark, an insolvency official with jurisdiction over the administrator for the SOFR Benchmark, a resolution authority with jurisdiction over the administrator for the SOFR Benchmark or a court or an entity with similar insolvency or resolution authority over the administrator for the SOFR Benchmark, which states that the administrator of the SOFR Benchmark has ceased or will cease to provide the SOFR Benchmark permanently or indefinitely, provided that, at the time of such statement or publication,

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there is no successor administrator that will continue to provide the SOFR Benchmark; or

- (3) a public statement or publication of information by the regulatory supervisor for the administrator of the SOFR Benchmark announcing that the SOFR Benchmark is no longer representative;

SOFR Index means, in respect of any U.S. Government Securities Business Day, the compounded daily SOFR rate as published by the Federal Reserve Bank of New York, as the administrator of such rate (or any successor administrator of such rate) as such rate appears on the Relevant Screen Page or, if not so published or the Relevant Screen Page is unavailable, on the SOFR Administrator's Website, in each case at the Specified Time on such U.S. Government Securities Business Day;

SOFR Observation Period means, in respect of any Interest Period, the period from (and including) the date falling “p” U.S. Government Securities Business Days prior to the first day of such Interest Period to (but excluding) the date falling p U.S. Government Securities Business Days prior to the Interest Payment Date for such Interest Period or such other date on which the relevant payment of interest falls due (but which by its definition or the operation of the relevant provisions is excluded from such Interest Period); and

SOFR Reference Rate means, in respect of any U.S. Government Securities Business Day:

- (1) a rate equal to SOFR for such U.S. Government Securities Business Day appearing on the Relevant Screen Page or, if not so published or the Relevant Screen Page is unavailable, the SOFR Administrator's Website on or about the Specified Time on the U.S. Government Securities Business Day immediately following such U.S. Government Securities Business Day; or
- (2) if SOFR in respect of such U.S. Government Securities Business Day does not appear as specified in paragraph (1) above, unless the SOFR Benchmark Replacement Agent determines that a SOFR Benchmark Transition Event and its related SOFR Benchmark Replacement Date have occurred with respect to SOFR on or prior to the Specified Time on the U.S. Government Securities Business Day immediately following such U.S. Government Securities Business Day, SOFR in respect of the last U.S. Government Securities Business Day for which such rate was published on the Relevant Screen Page or, if not so published or the Relevant Screen Page was unavailable, the SOFR Administrator's Website; or
- (3) if the SOFR Benchmark Replacement Agent determines that a SOFR Benchmark Transition Event and its related SOFR Benchmark Replacement Date have occurred with respect to the then-current SOFR Benchmark on or prior to the Specified Time on the U.S. Government Securities Business Day immediately following such U.S. Government Securities Business Day (or, if the then-current SOFR Benchmark is not SOFR, on or prior to the Specified Time on the Alternative Relevant Date), then (subject to the subsequent operation of this paragraph (3)) from (and including) the U.S. Government Securities Business Day immediately following such U.S. Government Securities Business Day (or the Alternative Relevant

Date, as applicable) (the Affected Day), the SOFR Reference Rate shall mean, in respect of any U.S. Government Securities Business Day, the applicable SOFR Benchmark Replacement for such U.S. Government Securities Business Day appearing on, or obtained from, the Alternative Relevant Source at the Alternative Specified Time on the Alternative Relevant Date.

Specified Time means 3.00 p.m. New York City time or such other time as is specified in the applicable Final Terms;

Unadjusted SOFR Benchmark Replacement means the SOFR Benchmark Replacement excluding the SOFR Benchmark Replacement Adjustment; and

U.S. Government Securities Business Day means any day (other than a Saturday or Sunday) that is not a day on which the Securities Industry and Financial Markets Association or any successor organisation recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in U.S. government securities.

- (D) Notwithstanding the other provisions of this Condition 4(c)(ii)(C), in the event the SOFR Benchmark Replacement Agent determines it appropriate, in its sole discretion, to consult with an Independent Adviser in connection with any determination to be made by the SOFR Benchmark Replacement Agent pursuant to this Condition 4(c)(ii)(C), the Issuer shall use its reasonable endeavours to appoint an Independent Adviser, as soon as reasonably practicable, for the purposes of any such consultation.

An Independent Adviser appointed pursuant to this Condition 4(c)(ii)(C) shall act in good faith in a commercially reasonable manner but shall have no relationship of agency or trust with the Noteholders and (in the absence of fraud) shall have no liability whatsoever to the SOFR Benchmark Replacement Agent or the Noteholders, the Receiptholders or the Couponholders for any determination made by it or for any advice given to the SOFR Benchmark Replacement Agent in connection with any determination made by the SOFR Benchmark Replacement Agent pursuant to this Condition 4(c)(ii)(C) or otherwise in connection with the Notes.

If the SOFR Benchmark Replacement Agent consults with an Independent Adviser as to the occurrence of any SOFR Benchmark Transition Event and/or the related SOFR Benchmark Replacement Date, a written determination of that Independent Adviser in respect thereof shall be conclusive and binding on all parties, save in the case of manifest error, and (in the absence of fraud) the SOFR Benchmark Replacement Agent shall have no liability whatsoever to any Noteholders, Receiptholders or Couponholders in respect of anything done, or omitted to be done, in relation to that matter in accordance with any such written determination or otherwise in connection with the Notes.

- (E) Any determination, decision or election that may be made by the SOFR Benchmark Replacement Agent pursuant to this Condition 4(c)(ii)(C), including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event (including any determination that a SOFR Benchmark Transition Event and its related SOFR Benchmark Replacement Date have occurred with respect to the then-current SOFR Benchmark), circumstance or date and any decision to take or refrain from taking any action or any selection, will be made in the sole discretion of the

SOFR Benchmark Replacement Agent, acting in good faith and in a commercially reasonable manner.

(D) *Screen Rate Determination for Floating Rate Notes referencing Compounded Daily €STR*

- (A) Where the Reference Rate is specified as being Compounded Daily €STR, the Rate of Interest with respect to each Interest Period will, subject as provided below, be Compounded Daily €STR for such Interest Period plus or minus the Margin (if any) as specified in the applicable Final Terms, all as determined and calculated by the Principal Paying Agent or the Calculation Agent, as applicable.

Compounded Daily €STR means, with respect to an Interest Period,

- (I) if Index Determination is specified as being applicable in the applicable Final Terms, the rate determined by the Principal Paying Agent or the Calculation Agent, as applicable, on the relevant Interest Determination Date in accordance with the following formula (and the resulting percentage will be rounded, if necessary, to the fifth decimal place, with 0.000005 being rounded upwards):

$$\left(\frac{\text{€STR Compounded Index}_{\text{End}}}{\text{€STR Compounded Index}_{\text{Start}}} - 1 \right) \times \frac{360}{d}$$

where:

d is the number of calendar days in the relevant €STR Observation Period;

€STR Compounded Index_{Start} is the €STR Compounded Index value for the day falling “p” T2 Settlement Days prior to the first day of the relevant Interest Period; and

€STR Compounded Index_{End} is the €STR Compounded Index value for the day falling “p” T2 Settlement Days prior to the Interest Payment Date for the relevant Interest Period or such other date on which the relevant payment of interest falls due (but which by its definition or the operation of the relevant provisions is excluded from such Interest Period);

provided that if the €STR Compounded Index value required to determine €STR Compounded Index_{Start} or €STR Compounded Index_{End} does not appear on the Relevant Screen Page or, if not so published or the Relevant Screen Page is unavailable, is not published or displayed by the European Central Bank (or any successor administrator of such rate) or any other applicable information service by the Specified Time (or, if later, by the time falling one hour after the customary or scheduled time for publication thereof in accordance with the then-prevailing operational procedures of the European Central Bank (or any successor administrator of €STR)) on the relevant Interest Determination Date, then Compounded Daily €STR for such Interest Period shall be “Compounded Daily €STR” determined in accordance with paragraph (II) below and for these purposes the Observation Method shall be deemed to be “Shift”; or

- (II) if either (x) Index Determination is specified as being not applicable in the applicable Final Terms, or (y) this Condition 4(c)(ii)(D)(A)(II) applies to such Interest Period pursuant to the proviso in Condition 4(c)(ii)(D)(A)(I) above, the rate determined by the Principal Paying Agent or the Calculation Agent, as applicable, on the relevant Interest Determination Date in accordance with the following formula (and the resulting percentage will be rounded, if necessary, to the fifth decimal place, with 0.000005 being rounded upwards):

$$\left[\prod_{i=1}^{d_o} \left(1 + \frac{\text{€STR}_{i-pT2SD} \times n_i}{360} \right) - 1 \right] \times \frac{360}{d}$$

where:

d is the number of calendar days in (where in the applicable Final Terms “Lag” is specified as the Observation Method) the relevant Interest Period or (where in the applicable Final Terms “Shift” is specified as the Observation Method) the €STR Observation Period;

d_o is the number of T2 Settlement Days in (where in the applicable Final Terms “Lag” is specified as the Observation Method) the relevant Interest Period or (where in the applicable Final Terms “Shift” is specified as the Observation Method) the €STR Observation Period;

€STR_{i-pT2SD} means:

- (a) where in the applicable Final Terms “Lag” is specified as the Observation Method, in respect of any T2 Settlement Day “i” falling in the relevant Interest Period, the €STR Reference Rate for the T2 Settlement Day falling “p” T2 Settlement Days prior to such T2 Settlement Day “i”; or
- (b) where in the applicable Final Terms “Shift” is specified as the Observation Method, €STR_{pT2SD} shall be replaced in the above formula with €STR_i, where **€STR_i** means, in respect of any T2 Settlement Day “i” falling in the relevant €STR Observation Period, the €STR Reference Rate for such T2 Settlement Day “i”.

i is a series of whole numbers from one to d_o, each representing the relevant T2 Settlement Day in chronological order from, and including, the first T2 Settlement Day in (where in the applicable Final Terms “Lag” is specified as the Observation Method) the relevant Interest Period or (where in the applicable Final Terms “Shift” is specified as the Observation Method) the relevant €STR Observation Period; and

n_i, for any T2 Settlement Day “i”, is the number of calendar days from (and including) such T2 Settlement Day “i” up to (but excluding) the following T2 Settlement Day;

- (B) Where the Reference Rate is specified as being Weighted Average €STR, the Rate of Interest with respect to each Interest Period will be the Weighted

Average €STR for such Interest Period plus or minus the Margin (if any) as specified in the applicable Final Terms, all as determined and calculated by the Principal Paying Agent or the Calculation Agent, as applicable, on the relevant Interest Determination Date (and the resulting percentage will be rounded, if necessary, to the fifth decimal place, with 0.000005 being rounded upwards).

- (C) If the €STR Reference Rate does not appear on the Relevant Screen Page or, if not so published or the Relevant Screen Page is unavailable, is not published or displayed by the European Central Bank (or any successor administrator of €STR), in each case by the Specified Time on the relevant T2 Settlement Day, unless both an €STR Index Cessation Event and an €STR Index Cessation Effective Date have occurred, the €STR Reference Rate for such T2 Settlement Day shall be a rate equal to €STR in respect of the last T2 Settlement Day for which such rate was published on the Relevant Screen Page or, if not so published or the Relevant Screen Page is unavailable, as published by the European Central Bank, as the administrator of €STR (or any successor administrator of such rate) on its website.

If the €STR Reference Rate does not so appear or is not so published or displayed on a T2 Settlement Day, and both an €STR Index Cessation Event and an €STR Index Cessation Effective Date have occurred, the rate for each T2 Settlement Day in the relevant Interest Period or €STR Observation Period occurring on or after such €STR Index Cessation Effective Date will be determined as if references to €STR were references to the rate (inclusive of any spreads or adjustments) that was recommended as the replacement for €STR by the European Central Bank (or any successor administrator of €STR) and/or by a committee officially endorsed or convened by the European Central Bank (or any successor administrator of €STR) for the purpose of recommending a replacement for €STR (which rate may be produced by the European Central Bank or another administrator) (the **ECB Recommended Rate**), provided that:

- (I) if no such rate has been recommended before the end of the first T2 Settlement Day following the €STR Index Cessation Effective Date, then the rate for each T2 Settlement Day in the relevant Interest Period or €STR Observation Period occurring on or after such €STR Index Cessation Effective Date will be determined as if references to "€STR" were references to the Eurosystem Deposit Facility Rate, which is the rate on the deposit facility that banks may use to make overnight deposits with the Eurosystem, as published on the website of the European Central Bank (the **EDFR**) on such T2 Settlement Day plus the arithmetic mean of the daily difference between the €STR Reference Rate and the EDFR for each of the 30 T2 Settlement Days immediately preceding the date on which the €STR Index Cessation Event occurs (the **EDFR Spread**); and
- (II) if both an ECB Recommended Rate Index Cessation Event and an ECB Recommended Rate Index Cessation Effective Date subsequently occur, then the rate for each T2 Settlement Day in the relevant Interest Period or €STR Observation Period occurring on or after that ECB Recommended Rate Index Cessation Effective Date will be determined as if references to "€STR" were references to the EDFR on such T2 Settlement Day plus the arithmetic mean of the daily difference between the ECB Recommended Rate and the EDFR for each of the 30 TARGET Business Days immediately preceding the

date on which the ECB Recommended Rate Index Cessation Event occurs.

In the event that the Rate of Interest cannot be determined in accordance with the foregoing provisions (i) the Rate of Interest shall be that determined at the last preceding €STR Interest Determination Date or (ii) if there is no such preceding €STR Interest Determination Date, the Rate of Interest shall be determined as if references to €STR for each T2 Settlement Day in the relevant €STR Observation Period occurring on or after the €STR Index Cessation Effective Date were references to the latest published ECB Recommended Rate or, if EDFR is published on a later date than the latest published.

(D) For the purposes of this Condition 4(c)(ii)(D):

ECB Recommended Rate Index Cessation Effective Date means, in respect of an ECB Recommended Rate Index Cessation Event, the first date on which the ECB Recommended Rate is no longer provided.

ECB Recommended Rate Index Cessation Event means the occurrence of one or more of the following events:

- (1) a public statement or publication of information by or on behalf of the administrator of the ECB Recommended Rate announcing that it has ceased or will cease to provide the ECB Recommended Rate permanently or indefinitely, provided that, at the time of the statement or the publication, there is no successor administrator that will continue to provide the ECB Recommended Rate; or
- (2) a public statement or publication of information by the regulatory supervisor for the administrator of the ECB Recommended Rate, the central bank for the currency of the ECB Recommended Rate, an insolvency official with jurisdiction over the administrator of the ECB Recommended Rate, a resolution authority with jurisdiction over the administrator of the ECB Recommended Rate or a court or an entity with similar insolvency or resolution authority over the administrator of the ECB Recommended Rate, which states that the administrator of the ECB Recommended Rate has ceased or will cease to provide the ECB Recommended Rate permanently or indefinitely, provided that, at the time of the statement or publication, there is no successor administrator that will continue to provide the ECB Recommended Rate;

€STR has the meaning given to such term in the definition of €STR Reference Rate;

€STR Index means, in respect of any T2 Settlement Day, the compounded daily €STR rate as published by the European Central Bank, as the administrator of such rate (or any successor administrator of such rate) that is published or displayed on the Relevant Screen Page or, if not so published or the Relevant Screen Page is unavailable, on the website of the European Central Bank (or any successor administrator of such rate) or any successor source from time to time, in each case at the Specified Time on such T2 Settlement Day;

€STR Index Cessation Effective Date means, in respect of an €STR Index Cessation Event, the first date on which €STR is no longer provided by the European Central Bank (or any successor administrator of €STR);

€STR Index Cessation Event means the occurrence of one or more of the following events:

- (1) a public statement or publication of information by or on behalf of the European Central Bank (or any successor administrator of €STR) announcing that it has ceased or will cease to provide €STR permanently or indefinitely, provided that, at the time of the statement or the publication, there is no successor administrator that will continue to provide €STR; or
- (2) if the European Central Bank is no longer the administrator of €STR, a public statement or publication of information by the regulatory supervisor for the administrator of €STR, the European Central Bank, an insolvency official with jurisdiction over the administrator of €STR, a resolution authority with jurisdiction over the administrator of €STR or a court or an entity with similar insolvency or resolution authority over the administrator of €STR, which states that the administrator of €STR has ceased or will cease to provide €STR permanently or indefinitely, provided that, at the time of the statement or publication, there is no successor administrator that will continue to provide €STR;

€STR Observation Period means, in respect of any Interest Period, the period from (and including) the date falling “p” T2 Settlement Days prior to the first day of such Interest Period to (but excluding) the date falling “p” T2 Settlement Days prior to the Interest Payment Date for such Interest Period or such other date on which the relevant payment of interest falls due (but which by its definition or the operation of the relevant provisions is excluded from such Interest Period);

€STR Reference Rate means, in respect of any T2 Settlement Day, and subject to as provided in Condition 4(c)(ii)(D)(C) above, a reference rate equal to the daily Euro Short-Term Rate (**€STR**) for such T2 Settlement Day appearing on the Relevant Screen Page or, if not so published or the Relevant Screen Page is unavailable, as published by the European Central Bank, as the administrator of €STR (or any successor administrator of such rate) on the website of the European Central Bank (or, if no longer published on its website, as otherwise published by it or provided by it to authorised distributors and as then published on the Relevant Screen Page or, if the Relevant Screen Page is unavailable, as otherwise published by such authorised distributors) on the T2 Settlement Day immediately following such T2 Settlement Day (in each case, at the time specified by, or determined in accordance with, the applicable methodology, policies or guidelines, of the European Central Bank or the successor administrator of such rate);

Observation Look-Back Period means the period specified as such in the applicable Final Terms;

p means the number of T2 Settlement Days included in the Observation Look-Back Period, as specified in the applicable Final Terms;

Relevant Screen Page means the display page on the relevant service as specified in the applicable Final Terms or such other page as may replace it on

that information service, or on such other equivalent information service as determined by the Principal Paying Agent for the purpose of displaying the €STR Index or the €STR Reference Rate, as applicable;

Specified Time means 5.00 p.m. Frankfurt time, or such other time as is specified in the applicable Final Terms;

T2 Settlement Day means any day on which T2 is open; and

Weighted Average €STR means the sum of the €STR Reference Rate in respect of each calendar day during the relevant €STR Observation Period divided by the number of calendar days during such €STR Observation Period. For these purposes, the €STR Reference Rate in respect of any calendar day which is not a T2 Settlement Day shall be deemed to be the €STR Reference Rate in respect of the T immediately preceding such calendar day.

(iii) *Minimum Rate of Interest and/or Maximum Rate of Interest*

If the applicable Final Terms specifies a Minimum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of paragraph (ii) above is less than such Minimum Rate of Interest, the Rate of Interest for such Interest Period shall be such Minimum Rate of Interest.

If the applicable Final Terms specifies a Maximum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of paragraph (ii) above is greater than such Maximum Rate of Interest, the Rate of Interest for such Interest Period shall be such Maximum Rate of Interest.

(iv) *Determination of Rate of Interest and calculation of Interest Amounts*

The Principal Paying Agent or the Calculation Agent, as applicable, will, at or as soon as practicable after each time at which the Rate of Interest is to be determined, determine the Rate of Interest for the relevant Interest Period.

The Principal Paying Agent or the Calculation Agent, as applicable, will calculate the amount of interest (the **Interest Amount**) payable on the Floating Rate Notes for the relevant Interest Period by applying the Rate of Interest to:

- (A) in the case of Floating Rate Notes which are represented (i) by a Global Note or (ii) Registered Notes in Definitive Form, the aggregate outstanding nominal amount of (A) the Notes represented by such Global Note or (B) such Registered Notes; or
- (B) in the case of Floating Rate Notes which are Bearer Notes in definitive form, the Calculation Amount,

and, in each case, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention. Where the Specified Denomination of a Floating Rate Note which is a Bearer Note in definitive form is a multiple of the Calculation Amount, the Interest Amount payable in respect of such Note shall be the product of the amount (determined in the manner provided above) for the Calculation Amount and the amount by which the Calculation Amount is multiplied to reach the Specified Denomination, without any further rounding.

For the purposes of the calculation of an amount of interest in accordance with this Condition 4(c), **Day Count Fraction** means:

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- (A) if “Actual/Actual (ISDA)” or “Actual/Actual” is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365 (or, if any portion of that Interest Period falls in a leap year, the sum of (I) the actual number of days in that portion of the Interest Period falling in a leap year divided by 366 and (II) the actual number of days in that portion of the Interest Period falling in a non-leap year divided by 365);
- (B) if “Actual/365 (Fixed)” is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365;
- (C) if “Actual/365 (Sterling)” is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365 or, in the case of an Interest Payment Date falling in a leap year, 366;
- (D) if “Actual/360” is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 360;
- (E) if “30/360”, “360/360” or “Bond Basis” is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

“Y₁” is the year, expressed as a number, in which the first day of the Interest Period falls;

“Y₂” is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

“M₁” is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

“M₂” is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

“D₁” is the first calendar day, expressed as a number, of the Interest Period, unless such number is 31, in which case D₁ will be 30; and

“D₂” is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless such number would be 31 and D₁ is greater than 29, in which case D₂ will be 30;

- (F) if “30E/360” or “Eurobond Basis” is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

“Y₁” is the year, expressed as a number, in which the first day of the Interest Period falls;

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“Y₂” is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

“M₁” is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

“M₂” is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

“D₁” is the first calendar day, expressed as a number, of the Interest Period, unless such number would be 31, in which case D₁ will be 30; and

“D₂” is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless such number would be 31, in which case D₂ will be 30; and

- (G) if “30E/360 (ISDA)” is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

“Y₁” is the year, expressed as a number, in which the first day of the Interest Period falls;

“Y₂” is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

“M₁” is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

“M₂” is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

“D₁” is the first calendar day, expressed as a number, of the Interest Period, unless (i) that day is the last day of February or (ii) such number would be 31, in which case D₁ will be 30; and

“D₂” is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless (i) that day is the last day of February but not the Maturity Date or (ii) such number would be 31, in which case D₂ will be 30.

(v) *Linear Interpolation*

Where Linear Interpolation is specified as applicable in respect of an Interest Period in the applicable Final Terms, the Rate of Interest for such Interest Period shall be calculated by the Principal Paying Agent or the Calculation Agent, as applicable, by straight line linear interpolation by reference to two rates based on the relevant Reference Rate, one of which shall be determined as if the Designated Maturity were the period of time for which rates are available next shorter than the length of the relevant Interest Period and the other of which shall be determined as if the Designated Maturity were the period of time for which rates are available next longer than the length of the relevant Interest Period provided however that if there is no rate available for a period of time next shorter or, as the case may be, next longer,

then the Principal Paying Agent or the Calculation Agent, as applicable, shall determine such rate at such time and by reference to such sources as it determines appropriate.

For the purposes of this Condition 4(c)(v), **Designated Maturity** means, the period of time designated in the Reference Rate.

(vi) *Notification of Rate of Interest and Interest Amounts*

The Principal Paying Agent or the Calculation Agent, as applicable, will cause the Rate of Interest and each Interest Amount for each Interest Period and the relevant Interest Payment Date to be notified to the Issuer and any stock exchange or other relevant authority on which the relevant Floating Rate Notes are for the time being listed or by which they have been admitted to listing and notice thereof to be published in accordance with Condition 13 as soon as possible after their determination but in no event later than the fourth London Business Day thereafter. Each Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without prior notice in the event of an extension or shortening of the Interest Period. Any such amendment will be promptly notified to each stock exchange or other relevant authority on which the relevant Floating Rate Notes are for the time being listed or by which they have been admitted to listing and to the Noteholders in accordance with Condition 13. For the purposes of this paragraph, the expression **London Business Day** means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for general business in London.

(vii) *Certificates to be final*

All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 4(c) or Condition 4(d), whether by the Principal Paying Agent or if applicable, the Calculation Agent or the SOFR Benchmark Replacement Agent or the Benchmark Calculation Agent, as the case may be, shall (in the absence of wilful default, bad faith or manifest error) be binding on the Issuer, the Principal Paying Agent or if applicable, the Calculation Agent or the SOFR Benchmark Replacement Agent or the Benchmark Calculation Agent, as the case may be, the other Agents and all Noteholders and Couponholders and (in the absence of wilful default, bad faith or manifest error) no liability to the Issuer, the Noteholders or the Couponholders shall attach to the Principal Paying Agent or, if applicable, the Calculation Agent or the SOFR Benchmark Replacement Agent or the Benchmark Calculation Agent, as the case may be, in connection with the exercise or non-exercise by it of its powers, duties and discretions pursuant to such provisions. The Calculation Agent or the SOFR Benchmark Replacement Agent or the Benchmark Calculation Agent, as the case may be (if applicable and in the case of Condition 4(d)) is acting solely as an agent of the Issuer (if it is an entity other than the Issuer), and the Calculation Agent or the SOFR Benchmark Replacement Agent or the Benchmark Calculation Agent, as the case may be (acting in such capacity) does not assume any obligation to, or relationship of agency or trust with, nor have any liability whatsoever to, any Noteholders or Couponholders.

(d) **Benchmark Discontinuation**

By its acquisition of the Notes, each Noteholder (which for these purposes includes each holder of a beneficial interest in the Notes) will be deemed to have expressly consented to the application of the provisions of this Condition 4(d). Without any requirement for any further consent or approval of the Noteholders (whether pursuant to Condition 14 or otherwise) and notwithstanding the provisions in Conditions 4(b) or 4(c) above, as the case may be, (in the case of Floating Rate Notes other than where the Reference Rate is specified in the applicable Final Terms as being Compounded Daily SOFR, in which case the provisions of this Condition 4(d) shall not apply) if the Issuer or the Benchmark Calculation Agent (in consultation with the Issuer, where the Benchmark Calculation Agent is a party

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other than the Issuer, or, if the Benchmark Calculation Agent deems it appropriate, an Independent Adviser) determines that a Benchmark Event has occurred in relation to an Original Reference Rate when any Rate of Interest (or any component part thereof) remains to be determined by reference to that Original Reference Rate, then the following provisions of this Condition 4(d) shall apply.

(i) *Successor Rate or Alternative Rate*

If the Benchmark Calculation Agent, acting in good faith and in a commercially reasonable manner, and by reference to such sources as it deems appropriate, which may include consultation with an Independent Adviser, determines in its sole discretion that:

- (A) there is a Successor Rate, then such Successor Rate shall (subject to adjustment as provided in Condition 4(d)(ii)) subsequently be used in place of the Original Reference Rate to determine the relevant Rate(s) of Interest (or the relevant component part(s) thereof) for all relevant future payments of interest on the Notes (subject to the further operation of this Condition 4(d)); or
- (B) there is no Successor Rate but that there is an Alternative Rate, then such Alternative Rate shall (subject to adjustment as provided in Condition 4(d)(ii)) subsequently be used in place of the Original Reference Rate to determine the relevant Rate(s) of Interest (or the relevant component part(s) thereof) for all relevant future payments of interest on the Notes (subject to the further operation of this Condition 4(d)).

(ii) *Adjustment Spread*

If the Benchmark Calculation Agent, acting in good faith and in a commercially reasonable manner, and by reference to such sources as it deems appropriate, which may include consultation with an Independent Adviser, determines in its sole discretion that an Adjustment Spread is required to be applied to the Successor Rate or the Alternative Rate (as the case may be), then the Benchmark Calculation Agent shall, if necessary, calculate such Adjustment Spread and apply such Adjustment Spread to the Successor Rate or the Alternative Rate (as the case may be) for each subsequent determination of a relevant Rate of Interest (or a component part thereof) by reference to such Successor Rate or Alternative Rate (as applicable).

(iii) *Benchmark Amendments*

If any Successor Rate, Alternative Rate or Adjustment Spread is determined in accordance with this Condition 4(d) and the Benchmark Calculation Agent, acting in good faith and in a commercially reasonable manner, and by reference to such sources as it deems appropriate, which may include consultation with an Independent Adviser, determines in its sole discretion (A) that amendments to these Conditions and/or the Agency Agreement are necessary to ensure the proper operation of such Successor Rate, Alternative Rate and/or Adjustment Spread (such amendments, the **Benchmark Amendments**) and (B) the terms of the Benchmark Amendments, then the Issuer and the Principal Paying Agent and/or the Benchmark Calculation Agent, as applicable, shall, subject to giving notice thereof in accordance with Condition 4(d)(v), without any requirement for the consent or approval of Noteholders or Couponholders (whether pursuant to Condition 14 or otherwise), agree to the necessary modifications to these Conditions and/or the Agency Agreement to give effect to such Benchmark Amendments with effect from the date specified in such notice.

In connection with any such modifications in accordance with this Condition 4(d)(iii), the Issuer shall comply with the rules of any stock exchange on which the Notes are for the time being listed or admitted to trading. Notwithstanding any other provision of this Condition 4(d), no Successor Rate, Alternative Rate or Adjustment Spread will be adopted, nor will any other amendment to the terms and conditions of any Series of Notes be made to effect the Benchmark Amendments, if and to the extent that, in the determination of the Issuer, the same could

reasonably be expected to prejudice the treatment of any relevant Series of Notes as Tier 2 capital or eligible liabilities for the purposes of Article 45 of the BRRD, in each case of the Issuer or the Group, as applicable.

(iv) *Benchmark Calculation Agent and any Independent Adviser*

In the event the Benchmark Calculation Agent determines it appropriate, in its sole discretion, to consult with an Independent Adviser in connection with any determination to be made by the Benchmark Calculation Agent pursuant to this Condition 4(d), the Issuer shall use its reasonable endeavours to appoint an Independent Adviser, as soon as reasonably practicable, for the purposes of any such consultation.

An Independent Adviser appointed pursuant to this Condition 4(d) shall act in good faith in a commercially reasonable manner but shall have no relationship of agency or trust with the Noteholders and (in the absence of fraud) shall have no liability whatsoever to the Benchmark Calculation Agent or the Noteholders or the Couponholders for any determination made by it or for any advice given to the Benchmark Calculation Agent in connection with any determination made by the Benchmark Calculation Agent pursuant to this Condition 4(d) or otherwise in connection with the Notes.

If the Benchmark Calculation Agent consults with an Independent Adviser as to the occurrence of any Benchmark Event and/or whether there is a Successor Rate or an Alternative Rate and/or any Adjustment Spread is required to be applied and/or in relation to the quantum of, or any formula or methodology for determining such Adjustment Spread and/or whether any Benchmark Amendments are necessary and/or in relation to the terms of any such Benchmark Amendments, a written determination of that Independent Adviser in respect thereof shall be conclusive and binding on all parties, save in the case of manifest error, and (in the absence of fraud) the Benchmark Calculation Agent shall have no liability whatsoever to any Noteholders or Couponholders in respect of anything done, or omitted to be done, in relation to that matter in accordance with any such written determination or otherwise in connection with the Notes.

(v) *Notice*

Any Successor Rate, Alternative Rate, Adjustment Spread and the specific terms of any Benchmark Amendments, determined under this Condition 4(d) will be notified promptly by the Issuer to the Paying Agents and, in accordance with Condition 13, the Noteholders. Such notice shall be irrevocable and shall specify the effective date of the Benchmark Amendments, if any.

(vi) *Survival of Original Reference Rate Provisions*

Without prejudice to the obligations of the Benchmark Calculation Agent and the Issuer under this Condition 4(d), the Original Reference Rate and the fallback provisions provided for in Conditions 4(b), 4(c)(ii)(A), 4(c)(ii)(B) and 4(c)(ii)(D), as applicable, and the applicable Final Terms, as the case may be, will continue to apply unless and until the Benchmark Calculation Agent has determined the Successor Rate or the Alternative Rate (as the case may be), and any Adjustment Spread and Benchmark Amendments, in accordance with the relevant provisions of this Condition 4(d).

(vii) Notwithstanding any other provision of Condition 4(c) or this Condition 4(d), neither the Principal Paying Agent and/or the Calculation Agent, as applicable, shall be obliged to concur with the Issuer in respect of any Benchmark Amendments which, in the reasonable opinion of the Principal Paying Agent or the Calculation Agent, as applicable, would have the effect of increasing the obligations or duties, or decreasing the rights or protections, of the Principal

Paying Agent or the Calculation Agent, as applicable in the Agency Agreement and/or those contained herein.

- (viii) Notwithstanding any provision of the Conditions, if in the sole opinion of the Principal Paying Agent or the Calculation Agent, as applicable, there is any uncertainty between two or more alternative courses of action in making any determination or calculation provided for by the terms of a Benchmark Amendment, the Principal Paying Agent or Calculation Agent, as applicable, shall promptly notify the Issuer thereof and the Issuer shall following consultation with the Calculation Agent direct the Principal Paying Agent or Calculation Agent in writing as to which alternative course of action to adopt. If the Principal Paying Agent or Calculation Agent is not promptly provided with such direction or is otherwise unable (other than due to its own gross negligence, wilful default or fraud) to make such calculation or determination for any reason, it shall notify the Issuer thereof and the Principal Paying Agent or Calculation Agent, as the case may be, shall be under no obligation to make such calculation or determination and (in the absence of such gross negligence, wilful default or fraud) shall not incur any liability for not doing so.

(ix) *Definitions*

In this Condition 4(d), the following expressions shall have the following meanings:

Adjustment Spread means either a spread, or the formula or methodology for calculating a spread and the spread resulting from such calculation, which spread may in either case be positive or negative or zero and is to be applied to the Successor Rate or the Alternative Rate (as the case may be) where the Original Reference Rate is replaced with the Successor Rate or the Alternative Rate (as the case may be) and is the spread, formula or methodology which:

- (A) in the case of a Successor Rate, is formally recommended, or formally provided as an option for parties to adopt, in relation to the replacement of the Original Reference Rate with the Successor Rate by any Relevant Nominating Body; or
- (B) in the case of a Successor Rate if no such spread, formula or methodology is formally recommended or provided as an option by any Relevant Nominating Body or in the case of an Alternative Rate, is in customary market usage in the international debt capital market for transactions which reference the Original Reference Rate, where such rate has been replaced by the Alternative Rate,

or if no such recommendation or option has been made (or made available), or the Benchmark Calculation Agent, acting in good faith and by reference to such sources as it deems appropriate, which may include consultation with an Independent Adviser, determines there is no such spread, formula or methodology in customary market usage, the spread, formula or methodology which the Benchmark Calculation Agent, following consultation with an Independent Adviser, and acting in good faith and a commercially reasonable manner, determines in its sole discretion:

- (A) is recognised or acknowledged as being the industry standard for over-the-counter derivative transactions which reference the Original Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Rate (as the case may be); or
- (B) if the Benchmark Calculation Agent so determines that no such industry standard is recognised or acknowledged, to be appropriate, having regard to the objective, so far as is reasonably practicable in the circumstances, of reducing or eliminating any economic prejudice or benefit (as the case may be) to Noteholders, as a result of the replacement of the Original Reference Rate with the Successor Rate or the Alternative Rate (as the case may be),

and in either such case, which the Benchmark Calculation Agent, following consultation with an Independent Adviser and acting in good faith and in a commercially reasonable manner, determines is required to be so applied;

Alternative Rate means an alternative benchmark or screen rate which the Benchmark Calculation Agent determines in accordance with this Condition 4(d) is used in place of the Original Reference Rate in customary market usage in the international debt capital markets for the purposes of determining rates of interest (or the relevant component part thereof) for a commensurate interest period or reset period, as applicable, and in the same Specified Currency as the Notes;

Benchmark Calculation Agent means the Calculation Agent in respect of the Notes unless (i) where such party is a party other than the Issuer, that party fails to perform or notifies the Issuer that it is unable to perform any of its duties or obligations as Benchmark Calculation Agent under this Condition 4(d) or (ii) where such party is the Issuer, the Issuer determines in its sole discretion to appoint another party as Benchmark Calculation Agent, in which case for each of (i) and (ii) above, the Benchmark Calculation Agent shall be such other party as is appointed by the Issuer to act as Benchmark Calculation Agent, which party may, in the case of (i) above, include the Issuer or an affiliate of the Issuer and shall be a leading bank or financial institution, or another party of recognised standing and with appropriate expertise to make the determinations and/or calculations to be made by the Benchmark Calculation Agent;

Benchmark Event means:

- (A) the Original Reference Rate ceasing to be published for at least five business days or ceasing to exist or be administered;
- (B) the later of (a) the making of a public statement by the administrator of the Original Reference Rate that it will, by a specified date, cease publishing the Original Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Original Reference Rate) and (b) the date falling six months prior to such specified date;
- (C) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate has been permanently or indefinitely discontinued or is no longer representative or will no longer be representative or, where such discontinuation is to apply from a specified date after the making of any public statement to such effect, the later of the date of the making of such public statement and the date falling six months prior to such specified date; or
- (D) the later of (a) (i) the making of a public statement by the supervisor of the administrator of the Original Reference Rate or by any relevant competent authority or other relevant official body pursuant to Regulation (EU) 2016/1011 as that Regulation applies in the European Union, or (ii) the effect of the application of Regulation (EU) 2016/1011 as that Regulation applies in the European Union otherwise being, that the Original Reference Rate will be prohibited from being used (assuming, in the case of a public statement by any relevant competent authority or other relevant official body pursuant to Regulation (EU) 2016/1011 as that Regulation applies in the European Union, that the Issuer has not published (or, does not intend to publish within six months of the date of the relevant public statement) a statement on its website providing a reasoned explanation for not being able to replace the Original Reference Rate) or that its use will be subject to restrictions or adverse consequences or that adding a new reference to the Original Reference Rate will be prohibited, in each case on or before a specified date and (b) the date falling six months prior to such specified date; or

- (E) it has or will prior to the next Interest Determination Date or Reset Determination Date, as applicable, become unlawful for the Calculation Agent, any Paying Agent or the Issuer to determine any Rate of Interest and/or calculate any Interest Amount using the Original Reference Rate (including, without limitation, under Regulation (EU) No. 2016/1011 (including as it forms part of United Kingdom domestic law by virtue of the European Union (Withdrawal) Act 2018), if applicable).

Independent Adviser means an independent financial institution of international repute or other independent adviser of recognised standing with appropriate expertise appointed by the Issuer at its own expense;

Original Reference Rate means the benchmark or screen rate (as applicable) originally specified in the applicable Final Terms for the purposes of determining the relevant Rate of Interest (or any component part thereof) in respect of the Notes (provided that if, following one or more Benchmark Events, such originally specified benchmark or screen rate (or any Successor Rate or Alternative Rate which has replaced it) has been replaced by a (or a further) Successor Rate or Alternative Rate and a Benchmark Event subsequently occurs in respect of such Successor Rate or Alternative Rate, the term “Original Reference Rate” shall include any such Successor Rate or Alternative Rate);

Relevant Nominating Body means, in respect of a benchmark or screen rate (as applicable):

- (A) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, or any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable); or
- (B) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (a) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, (b) any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable), (c) a group of the aforementioned central banks or other supervisory authorities, or (d) the Financial Stability Board or any part thereof; and

Successor Rate means a successor to or replacement of the Original Reference Rate which is formally recommended by any Relevant Nominating Body.

(e) Interest – Interest Rate and Payments from the Maturity Date in the event of extension of maturity of a Series of Notes

This Condition 4(e) is applicable to Notes specified in the applicable Final Terms as being Covered Bonds.

If “Extended Final Maturity for Covered Bonds” is specified as applicable in the applicable Final Terms and any of the triggering circumstances for an extension of maturity set forth in Article 15.2 of Royal Decree-Law 24/2021 occurs, then payment of the nominal amount payable by the Issuer on the Maturity Date shall, subject to receiving any required authorisation from the Bank of Spain in connection therewith, be deferred until the Extended Final Maturity Date specified in the applicable Final Terms.

If “Extended Final Maturity for Covered Bonds” is specified as applicable in the applicable Final Terms and the maturity of the Notes is extended beyond the Maturity Date, the Notes shall bear interest from (and including) the Maturity Date to (but excluding) the Extended Final Maturity Date, subject to Condition 6(l). In that event, interest shall be payable on those Notes at the rate determined in accordance with Condition 4(e) on the nominal amount outstanding of the Notes in arrear on (i) the Interest Payment Date in each month after the Maturity Date, or (ii) the Extended Final Maturity Date, as applicable, in respect of the Interest Period ending immediately prior to the relevant Interest Payment Date or the

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Extended Final Maturity Date, respectively. The final Interest Payment Date shall fall no later than the Extended Final Maturity Date.

If “Extended Final Maturity” is specified as applicable in the applicable Final Terms and the maturity of the Notes is extended beyond the Maturity Date in accordance with Condition 6(m), the rate of interest payable from time to time in respect of the nominal amount outstanding of the Notes on each Interest Payment Date after the Maturity Date in respect of the Interest Period ending immediately prior to the relevant Interest Payment Date or the Extended Final Maturity Date, as applicable, will be as specified in the applicable Final Terms and, in the case of Floating Rate Notes, determined by the Principal Paying Agent or the Calculation Agent, as applicable, two Business Days after the Maturity Date in respect of the first such Interest Period and thereafter as specified in the applicable Final Terms.

In the case of Notes which are Zero Coupon Notes up to (and including) the Maturity Date and for which an Extended Final Maturity Date is specified in the applicable Final Terms, for the purposes of this Condition 4(e), the nominal amount outstanding shall be the total amount otherwise payable by the Issuer on the Maturity Date less any payments made by the Issuer in respect of such amount in accordance with these Conditions.

(f) Accrual of interest

Each Note will cease to bear interest (if any) from the date for its redemption unless, upon due presentation thereof, payment of principal is improperly withheld or refused. In such event, interest will continue to accrue until whichever is the earlier of:

- (i) the date on which all amounts due in respect of such Note have been paid; and
- (ii) five days after the date on which the full amount of the moneys payable in respect of such Notes has been received by the Principal Paying Agent or the relevant Registrar, as the case may be, and notice to that effect has been given to the Noteholders in accordance with Condition 13.

5. PAYMENTS

(a) Method of payment

Subject as provided below:

- (i) payments in a Specified Currency other than euro will be made by credit or transfer to an account in the relevant Specified Currency maintained by the payee with, or, at the option of the payee, by a cheque in such Specified Currency drawn on, a bank in the principal financial centre of the country of such Specified Currency (which, if the Specified Currency is Australian dollars or New Zealand dollars, shall be Sydney and Auckland, respectively); and
- (ii) payments will be made in euro by credit or transfer to a euro account (or any other account to which euro may be credited or transferred) specified by the payee or, at the option of the payee, by a euro cheque.

Payments will be subject in all cases to (i) any fiscal or other laws and regulations applicable thereto in any jurisdiction, but without prejudice to the provisions of Condition 7, and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the **Code**) or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, official interpretations thereof, or (without prejudice to the provisions of Condition 7) any law implementing an intergovernmental approach thereto.

(b) Presentation of definitive Bearer Notes and Coupons

Payments of principal in respect of definitive Bearer Notes will (subject as provided below) be made in the manner provided in paragraph (a) above only against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of definitive Bearer Notes, and payments of interest in respect of definitive Bearer Notes will (subject as provided below) be made as aforesaid only against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of Coupons, in each case at the specified office of any Paying Agent outside the United States (which expression, as used herein, means the United States of America (including the States and the District of Columbia and its possessions)).

Fixed Rate Notes in definitive bearer form (other than Long Maturity Notes (as defined below)) should be presented for payment together with all unmatured Coupons appertaining thereto (which expression shall for this purpose include Coupons falling to be issued on exchange of matured Talons), failing which the amount of any missing unmatured Coupon (or, in the case of payment not being made in full, the same proportion of the amount of such missing unmatured Coupon as the sum so paid bears to the sum due) will be deducted from the sum due for payment. Each amount of principal so deducted will be paid in the manner mentioned above against surrender of the relative missing Coupon at any time before the expiry of 10 years after the Relevant Date (as defined in Condition 7) in respect of such principal (whether or not such Coupon would otherwise have become void under Condition 8) or, if later, five years from the date on which such Coupon would otherwise have become due, but in no event thereafter.

Upon any Fixed Rate Note in definitive bearer form becoming due and repayable prior to its Maturity Date, all unmatured Talons (if any) appertaining thereto will become void and no further Coupons will be issued in respect thereof.

Upon the date on which any Floating Rate Note, Fixed Reset Note or Long Maturity Note in definitive bearer form becomes due and repayable, unmatured Coupons and Talons (if any) relating thereto (whether or not attached) shall become void and no payment or, as the case may be, exchange for further Coupons shall be made in respect thereof. A **Long Maturity Note** is a Fixed Rate Note (other than a Fixed Rate Note which on issue had a Talon attached) whose nominal amount on issue is less than the aggregate interest payable thereon provided that such Note shall cease to be a Long Maturity Note on the Interest Payment Date on which the aggregate amount of interest remaining to be paid after that date is less than the nominal amount of such Note.

If the due date for redemption of any definitive Bearer Note is not an Interest Payment Date, interest (if any) accrued in respect of such Note from (and including) the preceding Interest Payment Date or, as the case may be, the Interest Commencement Date shall be payable only against surrender of the relevant definitive Bearer Note.

(c) Payments in respect of Bearer Global Notes

Payments of principal and interest (if any) in respect of Notes represented by any Global Note in bearer form will (subject as provided below) be made in the manner specified above in relation to definitive Bearer Notes or otherwise in the manner specified in the relevant Global Note, where applicable, against presentation or surrender, as the case may be, of such Global Note at the specified office of any Paying Agent outside the United States. A record of each payment made distinguishing between any payment of principal and any payment of interest, will be made on such Global Note either by the Paying Agent to which it was presented or in the records of Euroclear and Clearstream, Luxembourg, as applicable.

(d) Payments in respect of Registered Notes

Payments of principal in respect of each Registered Note (whether or not in global form) will be made against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of the Registered Note at the specified office of the relevant Registrar or any of the Paying Agents. Such

payments will be made by transfer to the Designated Account (as defined below) of the holder (or the first named of joint holders) of the Registered Note appearing in the register of holders of the Registered Notes maintained by the relevant Registrar (the **Register**) at the close of business on the third business day (being for this purpose a day on which banks are open for business in the city where the specified office of the relevant Registrar is located) before the relevant due date. Notwithstanding the previous sentence, if (i) a holder does not have a Designated Account or (ii) the principal amount of the Notes held by a holder is less than USD250,000 (or its approximate equivalent in any other Specified Currency), payment will instead be made by a cheque in the Specified Currency drawn on a Designated Bank (as defined below). For these purposes, **Designated Account** means the account (which, in the case of a payment in Japanese yen to a non-resident of Japan, shall be a non-resident account) maintained by a holder with a Designated Bank and identified as such in the Register and **Designated Bank** means (in the case of payment in a Specified Currency other than euro) a bank in the principal financial centre of the country of such Specified Currency (which, if the Specified Currency is Australian dollars or New Zealand dollars, shall be Sydney and Auckland, respectively) and (in the case of a payment in euro) any bank which processes payments in euro.

Payments of interest in respect of each Registered Note (whether or not in global form) will be made by a cheque in the Specified Currency drawn on a Designated Bank and mailed by uninsured mail on the business day in the city where the specified office of the relevant Registrar is located immediately preceding the relevant due date to the holder (or the first named of joint holders) of the Registered Note appearing in the Register (i) where in global form, at the close of the business day (being for this purpose a day on which Euroclear and Clearstream, Luxembourg are open for business) before the relevant due date, and (ii) where in definitive form, at the close of business on the fifteenth day (whether or not such fifteenth day is a business day) before the relevant due date (the **Record Date**) at their address shown in the Register on the Record Date and at their risk. Upon application of the holder to the specified office of the relevant Registrar not less than three business days in the city where the specified office of the relevant Registrar is located before the due date for any payment of interest in respect of a Registered Note, the payment may be made by transfer on the due date in the manner provided in the preceding paragraph. Any such application for transfer shall be deemed to relate to all future payments of interest (other than interest due on redemption) in respect of the Registered Notes which become payable to the holder who has made the initial application until such time as the relevant Registrar is notified in writing to the contrary by such holder. Payment of the interest due in respect of each Registered Note on redemption will be made in the same manner as payment of the principal amount of such Registered Note.

Holders of Registered Notes will not be entitled to any interest or other payment for any delay in receiving any amount due in respect of any Registered Note as a result of a cheque posted in accordance with this Condition arriving after the due date for payment or being lost in the post. No commissions or expenses shall be charged to such holders by the relevant Registrar in respect of any payments of principal or interest in respect of the Registered Notes.

All amounts payable to DTC or its nominee as registered holder of a Registered Global Note in respect of Notes denominated in a Specified Currency other than U.S. dollars shall be paid by transfer to an account in the relevant Specified Currency of the Exchange Agent for conversion into and payment in U.S. dollars unless the participant in DTC with an interest in the Notes has elected to receive any part of such payment in that Specified Currency, in the manner specified in the Agency Agreement and in accordance with the rules and procedures for the time being of DTC. In order to convert amounts from the Specified Currency into U.S. dollars, the Exchange Agent may use Deutsche Bank AG or its affiliates (collectively, **DBAG**) to effect such conversion by seeking to enter into a foreign exchange (**FX**) transaction with DBAG. DBAG's FX disclosure available from time to time can be found at <https://www.db.com/en/content/Foreign-Exchange-Disclosures.htm>. As set out in the FX disclosures, DBAG may charge a price which is inclusive of bid-ask spread, mark-up or fees. A portion of these fees or commissions or mark-up may be shared with the Exchange Agent. In no event shall the Exchange Agent or DBAG be liable to the Issuer or any other party for the conversion rate so obtained. The Exchange Agent may deduct a fee for such conversion from any amounts received by it.

Neither the Issuer nor any Agent will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, beneficial ownership interests in the Registered Global Notes or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

(e) General provisions applicable to payments

The holder of a Global Note shall be the only person entitled to receive payments in respect of Notes represented by such Global Note and the Issuer will be discharged by payment to, or to the order of, the holder of such Global Note in respect of each amount so paid. Each of the persons shown in the records of Euroclear or Clearstream, Luxembourg or DTC as the beneficial holder of a particular nominal amount of Notes represented by such Global Note must look solely to Euroclear or Clearstream, Luxembourg or DTC, as the case may be, for their share of each payment so made by the Issuer to, or to the order of, the holder of such Global Note. No person other than the holder of the relevant Global Note shall have any claim against the Issuer in respect of any payments due in respect of such Global Note.

Notwithstanding the foregoing provisions of this Condition, if any amount of principal and/or interest in respect of Bearer Notes is payable in U.S. dollars, such U.S. dollar payments of principal and/or interest in respect of such Notes will be made at the specified office of a Paying Agent in the United States if:

- (i) the Issuer has appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment in U.S. dollars at such specified offices outside the United States of the full amount of principal and interest on the Bearer Notes in the manner provided above when due;
- (ii) payment of the full amount of such principal and interest at all such specified offices outside the United States is illegal or effectively precluded by exchange controls or other similar restrictions on the full payment or receipt of principal and interest in U.S. dollars; and
- (iii) such payment is then permitted under United States law without involving, in the opinion of the Issuer, adverse tax consequences to the Issuer.

(f) Payment Day

If the date for payment of any amount in respect of any Note or Coupon is not a Payment Day, the holder thereof shall not be entitled to payment until the next following Payment Day in the relevant place and shall not be entitled to further interest or other payment in respect of such delay. For these purposes, **Payment Day** means any day which (subject to Condition 8) is:

- (i) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in:
 - (A) the relevant place of presentation (if presentation is required); and
 - (B) each Additional Financial Centre (other than T2) specified in the applicable Final Terms;
- (ii) if T2 is specified as an Additional Financial Centre in the applicable Final Terms, a day on which T2 is open;
- (iii) either (A) in relation to any sum payable in a Specified Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (which if the

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Specified Currency is Australian dollars or New Zealand dollars, shall be Sydney and Auckland, respectively) or (B) in relation to any sum payable in euro, a day on which T2 is open; and

- (iv) in the case of any payment in respect of a Registered Global Note denominated in a Specified Currency other than U.S. dollars and registered in the name of DTC or its nominee and in respect of which an accountholder of DTC (with an interest in such Registered Global Note) has elected to receive any part of such payment in U.S. dollars, a day on which commercial banks are not authorised or required by law or regulation to be closed in New York City.

(g) Interpretation of principal and interest

Any reference in these Conditions to principal in respect of the Notes shall be deemed to include, as applicable:

- (i) any additional amounts which may be payable with respect to principal under Condition 7;
- (ii) the Final Redemption Amount of the Notes;
- (iii) the Early Redemption Amount of the Notes;
- (iv) the Optional Redemption Amount(s) (if any) of the Notes;
- (v) the Residual Call Early Redemption Amount (if any) of the Notes;
- (vi) in relation to Zero Coupon Notes, the Amortised Face Amount (as defined in Condition 6(h)); and
- (vii) any premium and any other amounts (other than interest) which may be payable by the Issuer under or in respect of the Notes.

Any reference in these Conditions to interest in respect of the Notes shall be deemed to include, as applicable, any additional amounts which may be payable with respect to interest under Condition 7.

(h) RMB Currency Event

If “RMB Currency Event” is specified in the applicable Final Terms and a RMB Currency Event, as determined by the Issuer acting in good faith, exists on a date for payment of any amount in respect of any Note or Coupon, the Issuer’s obligation to make a payment in RMB under the terms of the Notes may be replaced by an obligation to pay such amount in the Relevant Currency converted using the Spot Rate for the relevant Determination Date.

Upon the occurrence of a RMB Currency Event, the Issuer shall give notice as soon as practicable to the Noteholders in accordance with Condition 13 stating the occurrence of the RMB Currency Event, giving details thereof and the action proposed to be taken in relation thereto.

For the purpose of this Condition and unless stated otherwise in the Final Terms:

Determination Business Day means a day (other than a Saturday or Sunday) on which commercial banks are open for general business (including dealings in foreign exchange) in Madrid, Hong Kong, London and New York City;

Determination Date means the day which is two Determination Business Days before the due date of the relevant payment under the Notes;

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Governmental Authority means any *de facto* or *de jure* government (or any agency or instrumentality thereof), court, tribunal, administrative or other governmental authority or any other entity (private or public) charged with the regulation of the financial markets (including the central bank) of Hong Kong;

Relevant Currency means U.S. dollars or such other currency as may be specified in the applicable Final Terms;

RMB Currency Events means any one of RMB Illiquidity, RMB Non-Transferability and RMB Inconvertibility;

RMB Illiquidity means the general RMB exchange market in Hong Kong becomes illiquid as a result of which the Issuer cannot obtain sufficient RMB in order to make a payment under the Notes, as determined by the Issuer in a commercially reasonable manner following consultation by such Issuer with two independent foreign exchange dealers of international repute active in the RMB exchange market in Hong Kong;

RMB Inconvertibility means the occurrence of any event that makes it impossible for the Issuer to convert any amount due in respect of the Notes into RMB on any payment date at the general RMB exchange market in Hong Kong, other than where such impossibility is due solely to the failure of the Issuer to comply with any law, rule or regulation enacted by any Governmental Authority (unless such law, rule or regulation is enacted after the Issue Date of the first Tranche of the relevant Series and it is impossible for the Issuer, due to an event beyond its control, to comply with such law, rule or regulation);

RMB Non-Transferability means the occurrence of any event that makes it impossible for the Issuer to deliver RMB between accounts inside Hong Kong or from an account inside Hong Kong to an account outside Hong Kong (including where the RMB clearing and settlement system for participating banks in Hong Kong is disrupted or suspended), other than where such impossibility is due solely to the failure of the Issuer to comply with any law, rule or regulation enacted by any Governmental Authority (unless such law, rule or regulation is enacted after the Issue Date of the first Tranche of the relevant Series and it is impossible for the Issuer, due to an event beyond its control, to comply with such law, rule or regulation); and

Spot Rate means, unless specified otherwise in the applicable Final Terms, the spot CNY/U.S. dollar exchange rate for the purchase of U.S. dollars with Renminbi in the over-the-counter Renminbi exchange market in Hong Kong for settlement in two Determination Business Days, as determined by the RMB Calculation Agent at or around 11.00 a.m. (Hong Kong time) on the Determination Date, on a deliverable basis by reference to Reuters Screen Page TRADCNY3, or if no such rate is available, on a non-deliverable basis by reference to Reuters Screen Page TRADNDF. If neither rate is available, the RMB Calculation Agent shall determine the rate taking into consideration all available information which the RMB Calculation Agent deems relevant, including pricing information obtained from the Renminbi non-deliverable exchange market in Hong Kong or elsewhere and the CNY/U.S. dollar exchange rate in the PRC domestic foreign exchange market.

(i) **RMB account**

All payments in respect of any Note or Coupon in RMB will be made solely by credit to a RMB account maintained by the payee at a bank in Hong Kong or such other financial centre(s) as may be specified in the applicable Final Terms as RMB Settlement Centre(s) in accordance with applicable laws, rules, regulations and guidelines issued from time to time (including all applicable laws and regulations with respect to the settlement of Renminbi in Hong Kong or any relevant RMB Settlement Centre(s)).

6. REDEMPTION AND PURCHASE

(a) Redemption at maturity

Unless previously redeemed or purchased and cancelled as specified below, each Note will be redeemed by the Issuer at its Final Redemption Amount specified in the applicable Final Terms in the relevant Specified Currency on the Maturity Date specified in the applicable Final Terms (or, if applicable, the Extended Final Maturity Date).

Senior Preferred Notes will have a maturity of more than one month.

Zero Coupon Notes will not have a maturity of more than 12 months.

Senior Non-Preferred Notes, Senior Subordinated Notes and, if intended to qualify as eligible liabilities of the Issuer or the Group for the purposes of Article 45 of the BRRD, Senior Preferred Notes will have an original maturity of at least one year from their date of effective disbursement or such minimum or maximum maturity as may be permitted or required from time to time by Applicable Banking Regulations.

Tier 2 Subordinated Notes will have an original maturity of at least five years from their date of effective disbursement or such minimum or maximum maturity as may be permitted or required from time to time by Applicable Banking Regulations for their qualification as regulatory capital for capital adequacy purposes.

Covered Bonds will have the maturity specified in the applicable Final Terms.

(b) Redemption for tax reasons (Tax Event)

Subject to Condition 6(h), upon the occurrence of a Tax Event, the Issuer may, subject to such redemption being in compliance with Applicable Banking Regulations then in force, and subject to the prior consent of the Regulator if required pursuant to such regulations, redeem all or, if so specified in the applicable Final Terms, some only of the Notes then outstanding at any time (if this Note is not a Floating Rate Note) or on any Interest Payment Date (if this Note is a Floating Rate Note), on giving not less than five nor more than 30 days' prior notice to the Principal Paying Agent and, in accordance with Condition 13, the Noteholders (which notice shall be irrevocable), provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which (A) the Issuer would be obliged to pay such additional amounts were a payment in respect of the Notes then due, (B) the Issuer would not be entitled to claim such deduction or the amount of such deduction would be reduced or (C) such tax treatment on the Notes would be affected.

Prior to the publication of any notice of redemption pursuant to this Condition 6(b), the Issuer shall deliver to the Principal Paying Agent to make available at its specified office to the Noteholders (i) a certificate signed by a duly authorised signatory of the Issuer stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer so to redeem have occurred, and (ii) an opinion of independent legal advisers of recognised standing to the effect that the Issuer has or will become obliged to pay such additional amounts or, as the case may be, will not be entitled to claim such deduction or the amount of such deduction would be reduced or, as the case may be, the applicable tax treatment of the Notes has been or will be affected, in each case as a result of such change or amendment and a copy of the Regulator's consent to redemption (if required).

Notes redeemed pursuant to this Condition 6(b) will be redeemed at their Early Redemption Amount referred to in Condition 6(h) below together (if appropriate) with interest accrued to (but excluding) the date of redemption.

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In these Conditions **Tax Event** means that as a result of any change in, or amendment to, the laws or regulations of Spain (as defined in Condition 7) or any change in the application or binding official interpretation of such laws or regulations, which change or amendment becomes effective on or after the date on which agreement is reached to issue the most recent Tranche of the Notes:

- (i) on the occasion of the next payment due under the Notes, the Issuer has or will become obliged to pay additional amounts, as provided or referred to in Condition 7; or
- (ii) the Issuer would not be entitled to claim a deduction in computing taxation liabilities in Spain in respect of any payment of interest to be made on the Notes on the occasion of the next payment due under the Notes or the value of such deduction to the Issuer would be reduced; or
- (iii) the applicable tax treatment of the Notes would be materially affected.

(c) **Redemption at the option of the Issuer (Issuer Call)**

If Issuer Call is specified as being applicable in the applicable Final Terms, the Issuer may, subject to such redemption being in compliance with Applicable Banking Regulations then in force, and subject to the prior consent of the Regulator if required pursuant to such regulations, having given not less than the minimum period nor more than the maximum period of notice specified in the applicable Final Terms to the Noteholders in accordance with Condition 13 (which notice shall be irrevocable and shall specify the date fixed for redemption), redeem all or some only of the Notes then outstanding on any Optional Redemption Date and at the Optional Redemption Amount(s) specified in the applicable Final Terms together, if appropriate, with interest accrued to (but excluding) the relevant Optional Redemption Date.

(d) **Redemption at the option of the Issuer (Eligible Liabilities Event)**

This Condition shall not apply to any Tier 2 Subordinated Notes for so long as such Tier 2 Subordinated Notes are included in, or count towards, the Group's or the Issuer's Tier 2 Capital.

If, on or after the Issue Date, and other than in the case of Senior Preferred Notes where (i) Eligible Liabilities Event has been specified as not applicable in the applicable Final Terms and/or (ii) Additional Events of Default has been specified as applicable in the applicable Final Terms, an Eligible Liabilities Event occurs, the Notes may be redeemed at the option of the Issuer in whole, but not in part, subject to such redemption being in compliance with Applicable Banking Regulations then in force, and subject to the prior consent of the Regulator if required pursuant to such regulations, at any time, on giving not less than five nor more than 30 days' notice to the Principal Paying Agent and, in accordance with Condition 13, the Noteholders (which notice shall be irrevocable and shall specify the date fixed for redemption).

Notes redeemed pursuant to this Condition 6(d) will be redeemed at their Early Redemption Amount referred to in paragraph (h) below together (if appropriate) with interest accrued to (but excluding) the date of redemption.

In these Conditions, **Eligible Liabilities Event** means a change (or any pending change which the Regulator considers sufficiently certain) in Spanish law or Applicable Banking Regulations (or any other regulations applicable in Spain from time to time) or in any official application or interpretation thereof that results (or is likely to result) in any of the outstanding aggregate nominal amount of the relevant Notes not being (or ceasing to be) fully eligible for inclusion in the amount of eligible liabilities of the Issuer or the Group (the **Eligible Liabilities Amount**) for the purposes of Article 45 of the BRRD or Applicable Banking Regulations (or any other regulations applicable in Spain from time to time), provided that an Eligible Liabilities Event shall not occur where such ineligibility for inclusion of such aggregate nominal amount of such Notes in the Eligible Liabilities Amount is due to (a) the remaining maturity of those Notes being less than any period prescribed by any applicable eligibility criteria under the Applicable Banking Regulations (or any other regulations applicable in Spain from time to time)

effective on the Issue Date or (b) in the case of Senior Preferred Notes where Additional Events of Default has been specified as not applicable in the applicable Final Terms, any requirement in relation to the ranking of such Senior Preferred Notes upon the insolvency proceeding (*concurso de acreedores*) of the Issuer and subject to any limitation on the amount of such Notes that may be eligible for inclusion in the Eligible Liabilities Amount, in each case under the Applicable Banking Regulations (or any other regulations applicable in Spain from time to time) effective on the Issue Date.

(e) Redemption at the option of the Issuer (Capital Event): Tier 2 Subordinated Notes

If, on or after the Issue Date and in the case of Tier 2 Subordinated Notes only, a Capital Event occurs, the Tier 2 Subordinated Notes may be redeemed at the option of the Issuer in whole, but not in part, subject to such redemption being in compliance with Applicable Banking Regulations then in force, and subject to the prior consent of the Regulator if required pursuant to such regulations, at any time, on giving not less than five nor more than 30 days' notice to the Principal Paying Agent and, in accordance with Condition 13, the Noteholders (which notice shall be irrevocable and shall specify the date fixed for redemption).

Tier 2 Subordinated Notes redeemed pursuant to this Condition 6(e) will be redeemed at their Early Redemption Amount referred to in paragraph (h) below together (if appropriate) with interest accrued to (but excluding) the date of redemption.

Capital Event means a change (or any pending change which the Regulator considers sufficiently certain) in Spanish law or Applicable Banking Regulations that results (or is likely to result) in any of the outstanding aggregate nominal amount of the relevant Tier 2 Subordinated Notes ceasing to be included in, or counting towards, the Group's or the Issuer's Tier 2 Capital.

(f) Redemption at the option of the Issuer (Issuer Residual Call)

If Issuer Residual Call is specified as being applicable in the applicable Final Terms and, at any time, the outstanding aggregate nominal amount of the Notes is the Issuer Residual Call Threshold specified in the applicable Final Terms or less of the aggregate nominal amount of the Series issued, the Notes may be redeemed at the option of the Issuer in whole, but not in part, subject to such redemption being in compliance with Applicable Banking Regulations then in force, and subject to the prior consent of the Regulator if required pursuant to such regulations, at any time (if this Note is not a Floating Rate Note) or on any Interest Payment Date (if this Note is a Floating Rate Note), on giving not less than five nor more than 30 days' notice to the Principal Paying Agent and, in accordance with Condition 13, the Noteholders (which notice shall be irrevocable and shall specify the date fixed for redemption) at the Residual Call Early Redemption Amount specified in the applicable Final Terms together, if appropriate, with interest accrued to (but excluding) the date of redemption.

(g) Redemption at the option of the Noteholders (Investor Put)

If Investor Put is specified as being applicable in the applicable Final Terms, upon the holder of any Note giving to the Issuer in accordance with Condition 13 not less than the minimum period nor more than the maximum period of notice specified in the applicable Final Terms (which notice shall be irrevocable) the Issuer will, upon the expiry of such notice, redeem, in whole or in part, such Note on the Optional Redemption Date and at the relevant Optional Redemption Amount together, if appropriate, with interest accrued to (but excluding) the relevant Optional Redemption Date. No such redemption option will be applicable to any Tier 2 Subordinated Notes, except as permitted under Applicable Banking Regulations.

To exercise the right to require redemption of any Note the holder of such Note must if such Note is in definitive form and held outside Euroclear and Clearstream, Luxembourg deliver at the specified office of any Paying Agent (in the case of Bearer Notes) or the relevant Registrar (in the case of Registered Notes) at any time during normal business hours of such Paying Agent or, as the case may be, the relevant Registrar falling within the notice period, a duly completed and signed notice of exercise in the

form (for the time being current) obtainable from any specified office of any Paying Agent or, as the case may be, the relevant Registrar (a **Put Notice**) and in which the holder must specify a bank account (or, if payment is required to be made by cheque, an address) to which payment is to be made under this Condition and, in the case of Registered Notes, the nominal amount thereof to be redeemed. If a Note is in definitive bearer form, the Put Notice must be accompanied by such Note or evidence satisfactory to the Paying Agent concerned that such Note will, following delivery of the Put Notice, be held to its order or under its control. If a Note is represented by a global Note or is in definitive form and held through Euroclear or Clearstream, Luxembourg, to exercise the right to require redemption of such Note the holder of such Note must, within the notice period, give notice to the Principal Paying Agent of such exercise in accordance with the standard procedures of Euroclear and Clearstream, Luxembourg (which may include notice being given on their instruction by Euroclear or Clearstream, Luxembourg or any common depositary for them to the Principal Paying Agent by electronic means) in a form acceptable to Euroclear and Clearstream, Luxembourg from time to time, and, if such Note is a Bearer Note represented by a global Note, the terms of which require presentation for recording changes to its nominal amount, at the same time present or procure the presentation of the relevant Global Note to the Principal Paying Agent for notation accordingly.

Any Put Notice or other notice given in accordance with the standard procedures of Euroclear, Clearstream, Luxembourg and/or DTC given by a holder of any Note pursuant to this Condition 6(g) shall be irrevocable except where prior to the due date of redemption an Event of Default has occurred and is continuing in which event such holder, at its option, may elect by notice to the Issuer to withdraw the notice given pursuant to this Condition 6(g) and instead to declare such Note forthwith due and payable pursuant to Condition 9.

(h) Early Redemption Amounts

For the purpose of paragraphs (b), (d) and (e) above and Condition 9:

- (i) each Note (other than a Zero Coupon Note) will be redeemed at its Early Redemption Amount as specified in the applicable Final Terms; and
- (ii) each Zero Coupon Note will be redeemed at its Early Redemption Amount, being an amount (the **Amortised Face Amount**) calculated in accordance with the following formula:

$$\text{Amortised Face Amount} = \text{RP} \times (1 + \text{AY})^y$$

where:

RP means the Reference Price;

AY means the Accrual Yield expressed as a decimal; and

y is the Day Count Fraction specified in the applicable Final Terms which will be either (i) 30/360 (in which case the numerator will be equal to the number of days (calculated on the basis of a 360-day year consisting of 12 months of 30 days each) from (and including) the Issue Date of the first Tranche of the Notes to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable and the denominator will be 360) or (ii) Actual/360 (in which case the numerator will be equal to the actual number of days from (and including) the Issue Date of the first Tranche of the Notes to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable and the denominator will be 360) or (iii) Actual/365 (in which case the numerator will be equal to the actual number of days from (and including) the Issue Date of the first Tranche of the Notes to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable and the denominator will be 365).

(i) **Partial redemption of Notes**

In the event of any redemption of some only of the Notes pursuant to Conditions 6(b) or 6(c) above, such redemption must be of a nominal amount not less than the Minimum Redemption Amount and not more than the Maximum Redemption Amount, in each case as may be specified in the applicable Final Terms. In the case of any partial redemption of Notes, the Notes to be redeemed (**Redeemed Notes**) will be selected individually by lot, in the case of Redeemed Notes represented by definitive Notes, and in accordance with the rules of Euroclear and/or Clearstream, Luxembourg (to be reflected in the records of Euroclear and Clearstream, Luxembourg as either a pool factor or a reduction in nominal amount, at their discretion) and/or DTC, in the case of Redeemed Notes represented by a Global Note, in accordance with applicable law, not more than 30 days prior to the date fixed for redemption (or such lesser period specified in the applicable Final Terms) (such date of selection being hereinafter called the Selection Date). In the case of Redeemed Notes represented by definitive Notes, a list of the serial numbers of such Redeemed Notes will be published in accordance with Condition 13 not less than five days prior to the date fixed for redemption (or such lesser period specified in the applicable Final Terms). No exchange of the relevant Global Note will be permitted during the period from (and including) the Selection Date to (and including) the date fixed for redemption pursuant to this paragraph (i) and notice to that effect shall be given by the Issuer to the Noteholders in accordance with Condition 13 at least five days prior to the Selection Date.

(j) **Purchases**

The Issuer or any of its subsidiaries may purchase Notes (provided that, in the case of definitive Bearer Notes, all unmatured Coupons and Talons appertaining thereto are purchased therewith) at any price in the open market or otherwise (subject to such purchase being in compliance with Applicable Banking Regulations then in force, and subject to the prior consent of the Regulator if required pursuant to such regulations). Notes may be held, reissued, resold or, at the option of the Issuer, surrendered to any Paying Agent and/or the Registrar for cancellation (subject to such holding, reissue, resale or cancellation being in compliance with Applicable Banking Regulations).

(k) **Cancellation**

All Notes which are redeemed and all Notes purchased by the Issuer pursuant to Condition 6(j) above that are to be cancelled will be forwarded to the Principal Paying Agent for cancellation (together with all unmatured Coupons and Talons attached thereto or surrendered therewith at the time of redemption) and forthwith cancelled by the Principal Paying Agent. Notes which are cancelled in accordance with this Condition 6(k) cannot be reissued or resold.

(l) **Late payment on Zero Coupon Notes**

If the amount payable in respect of any Zero Coupon Note upon redemption of such Zero Coupon Note pursuant to paragraph (a), (b), (c), (f) or (g) above or upon its becoming due and repayable as provided in Condition 9 is improperly withheld or refused, the amount due and repayable in respect of such Zero Coupon Note shall be the amount calculated as provided in paragraph (h)(ii) above as though the references therein to the date fixed for the redemption or the date upon which such Zero Coupon Note becomes due and payable were replaced by references to the date which is the earlier of:

- (i) the date on which all amounts due in respect of such Zero Coupon Note have been paid; and
- (ii) the date on which the full amount of the moneys payable in respect of such Zero Coupon Notes has been received by the Principal Paying Agent or the relevant Registrar and notice to that effect has been given to the Noteholders in accordance with Condition 13.

(m) Extension of Final Maturity of Covered Bonds up to Extended Final Maturity Date

This Condition 6(m) is applicable to Notes specified in the applicable Final Terms as being Covered Bonds.

An Extended Final Maturity Date may be specified in the applicable Final Terms applying to a Series of Covered Bonds.

If “Extended Final Maturity for Covered Bonds” is specified as applicable in the applicable Final Terms, and any of the triggering circumstances for an extension of maturity set forth in Article 15.2 of Royal Decree-Law 24/2021 occurs, the maturity of the Notes and the date on which the Notes will be due and repayable for the purposes of these Conditions may be extended up to the Extended Final Maturity Date, subject as otherwise provided in the applicable Final Terms, and subject to such extension being authorised by the Bank of Spain and all other prerequisite requirements for such extension being met.

As of the date of this Offering Circular the circumstances for an extension of maturity set forth in Article 15.2 of Royal Decree-Law 24/2021 are (i) the existence of a danger of default in respect of the Covered Bonds due to liquidity issues in the applicable Cover Pool or for the Issuer; (ii) the insolvency or resolution of the Issuer; (iii) a declaration of non-viability of the Issuer in accordance with Article 8 of Law 11/2015; and (iv) the existence of serious disturbances affecting national financial markets, where this has been announced by the Macropprudential Authority Financial Stability Board by means of a communication in the form of a warning or recommendation, which is not of a confidential nature.

The Issuer shall give notice to the Noteholders (in accordance with Condition 13) and the Principal Paying Agent of (a) any extension of the maturity of the Notes, as soon as practicable and (b) its intention to redeem all or any of the nominal amount outstanding of the Notes in full at least three Business Days, in the case of notice to the Noteholders and five Business Days, in the case of notice to the Principal Paying Agent, prior to the Maturity Date, where practicable for the Issuer to do so and otherwise as soon as practicable.

Any failure by the Issuer to so notify the Noteholders and the Principal Paying Agent shall not affect the validity or effectiveness of any such extension of the maturity of the Notes or, as applicable, redemption by the Issuer on the Maturity Date or give rise to any such person having any rights in respect of any such redemption but such failure may result in a delay in payment being received by a Noteholder through Euroclear and/or Clearstream, Luxembourg and/or DTC, as the case may be (including on the Maturity Date where at least three Business Days' notice of such redemption is not given to the Noteholders (in accordance with Condition 13) and the Paying Agents) and Noteholders shall not be entitled to further interest or any other payment in respect of such delay. Accordingly, as soon as practicable after receipt of any such notice, the Principal Paying Agent will notify Euroclear and/or Clearstream, Luxembourg and/or DTC, as the case may be, of the Issuer's intention to redeem the Notes or of any extension of the Maturity Date (and in any event by no later than three Business Days prior to the relevant date for redemption of the Notes wherever practicable for it to do so).

Any extension of the maturity of the Notes under this Condition 6(m) shall be irrevocable. Where this Condition 6(m) applies, any failure to redeem the Notes on the Maturity Date or any extension of the maturity of the Notes under this Condition 6(m) shall not constitute an event of default for any purpose or give any Noteholder any right to receive any payment of interest, principal or otherwise on the relevant Notes other than as expressly set out in these Conditions.

In the event of the extension of the maturity of the Notes under this Condition 6(m), interest rates, interest periods and interest payment dates on the Notes from (and including) the Maturity Date to (but excluding) the Extended Final Maturity Date shall be determined and made in accordance with the applicable Final Terms and Condition 4(e).

If the Issuer redeems part and not all of the principal amount outstanding of the Notes on an Interest Payment Date falling in any month after the Maturity Date, the redemption proceeds shall be applied

rateably across the Notes and the nominal amount outstanding on the Notes shall be reduced by the level of that redemption.

7. TAXATION

All payments of principal and interest in respect of the Notes and Coupons by or on behalf of the Issuer will be made without withholding or deduction for or on account of any present or future taxes or duties of whatever nature unless such withholding or deduction is required by law. In the event that any withholding or deduction is imposed or levied by or on behalf of the Kingdom of Spain or any political subdivision or authority thereof or therein having the power to tax (**Spain**) in respect of payments of interest only, in the case of MREL Eligible Notes, and principal and interest, in the case of all other Notes, the Issuer will pay such additional amounts as shall be necessary in order that the net amounts received by the holders of the Notes or Coupons after such withholding or deduction shall equal the respective amounts of interest only, in the case of MREL Eligible Notes, and principal and interest, in the case of all other Notes, which would otherwise have been receivable in respect of the Notes or Coupons, as the case may be, in the absence of such withholding or deduction; except that no such additional amounts shall be payable with respect to any Note or Coupon:

- (a) presented for payment by or on behalf of a holder who is liable for such taxes or duties in respect of such Note or Coupon by reason of their having some connection with Spain other than the mere holding of such Note or Coupon; or
- (b) presented for payment more than 30 days after the Relevant Date (as defined below) except to the extent that the holder thereof would have been entitled to an additional amount on presenting the same for payment on such 30th day assuming that day to have been a Payment Day (as defined in Condition 5(f)); or
- (c) presented for payment by or on behalf of a holder who would not be liable or subject to the withholding or deduction by making a declaration concerning the nationality, residence or identity of the holder (or providing information, documentation or other evidence of the same) or other similar claim for exemption to the relevant tax authority or to (or on behalf of) the Issuer, where such declaration or claim is required or imposed by the Spanish Tax Authorities; or
- (d) to or to a third party on behalf of a holder if the Issuer does not receive any relevant information as may be required by Spanish tax law, regulation or binding ruling, including a duly executed and completed certificate from the relevant Paying Agent issued in accordance with Royal Decree 1065/2007 of 27th July.

Additional amounts will also not be paid with respect to any payment to any holder who is a fiduciary, partnership, limited liability company or person other than the sole beneficial owner of such payment to the extent such payment would be required by the laws of Spain (or any political subdivision thereof) to be included in the income, for Spanish tax purposes, of a beneficiary or settlor with respect to such fiduciary, member of such partnership, interest holder in that limited liability company or a beneficial owner who would not have been entitled to such additional amounts had it been the holder.

Notwithstanding any other provision of these Conditions, in no event will the Issuer be required to pay any additional amounts in respect of the Notes, Receipts and Coupons for, or on account of, any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the Code or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, or any official interpretations thereof, or any law implementing an intergovernmental approach thereto.

In these Conditions:

the **Relevant Date**, in respect of any payment, means the date on which such payment first becomes due, except that, if the full amount of the moneys payable has not been duly received by the Principal Paying Agent or the relevant Registrar, as the case may be, on or prior to such due date, it means the date on which, the full amount of such moneys having been so received, notice to that effect is duly given to the Noteholders in accordance with Condition 13; and

MREL Eligible Notes means Notes other than Senior Preferred Notes where Additional Events of Default has been specified as applicable in the applicable Final Terms.

*See “Taxation” for a fuller description of certain tax considerations relating to the Notes, the formalities which must be followed in order to claim exemption from withholding tax and for a description of certain disclosure requirements imposed on the Issuer. **Holders should note that if certain required information is not supplied in a timely fashion, they will not receive the full amount of interest due but may be entitled to obtain a refund of amounts withheld. See “Taxation”.***

8. PRESCRIPTION

In the case of Notes governed by English law, claims for payment in respect of Notes (whether in bearer or registered form) and Coupons will become void unless made within a period of 10 years (in the case of principal) and five years (in the case of interest) after the Relevant Date (as defined in Condition 7) therefore. In the case of Notes governed by Spanish law, claims for payment in respect of Notes (whether in bearer or registered form) will become void unless made within a period of three years after the Relevant Date (as defined in Condition 7) therefore.

There shall not be included in any Coupon sheet issued on exchange of a Talon any Coupon the claim for payment in respect of which would be void pursuant to this Condition or Condition 5(b) or any Talon which would be void pursuant to Condition 5(b).

9. EVENTS OF DEFAULT

(a) Events of Default

If an order is made by any competent court commencing insolvency proceedings (*procedimiento concursal*) against the Issuer or an order is made or a resolution is passed for the liquidation or winding up of the Issuer (except (i) in any such case for the purpose of a reconstruction or a merger or amalgamation which has been approved by an Extraordinary Resolution or (ii) where the entity resulting from any such reconstruction or merger or amalgamation is a Financial Institution (*Entidad de Crédito* according to Article 1 of Law 10/2014) and will have a rating for long-term senior or subordinated debt, as applicable, assigned by S&P's Rating Services or Moody's Investors Services equivalent to or higher than the rating for long-term senior or subordinated debt, respectively, of the Issuer immediately prior to such reconstruction or merger or amalgamation) (each an **Event of Default**), and such Event of Default is continuing, then the holder of any Note may declare such Note by written notice to the Issuer at the specified office of the Principal Paying Agent or the relevant Registrar, as the case may be, effective upon receipt thereof by the Principal Paying Agent or the relevant Registrar, as the case may be, to be forthwith due and payable, whereupon the same shall become immediately due and payable at its Early Redemption Amount (as described in Condition 6(h)), together with accrued interest (if any) to the date of repayment.

(b) Additional Events of Default

This Condition 9(b) applies only to Senior Preferred Notes if specified as applicable in the applicable Final Terms and references to “Notes” shall be construed accordingly.

If any of the following events (together with the Events of Default referred to in Condition 9(a) above, each an **Event of Default**) shall have occurred and be continuing:

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- (i) a default is made for more than 14 days in the payment of any principal due in respect of any of the Notes or 30 days or more in the payment of any interest due in respect of any of the Notes; or
- (ii) a default is made in the performance by the Issuer of any other obligation under the provisions of the Notes and such default continues for more than 60 days following service by a Noteholder on the Issuer of a notice requiring the same to be remedied; or
- (iii) the Issuer is adjudicated or found bankrupt or insolvent by any competent court, or any order of any competent court or administrative agency is made for, or any resolution is passed by the Issuer to apply for, judicial composition proceedings with its creditors or for the appointment of a receiver or trustee or other similar official in insolvency proceedings in relation to the Issuer or substantially all of its assets (unless in the case of an order for a temporary appointment, such appointment is discharged within 60 days); or
- (iv) the Issuer (except (A) for the purpose of an amalgamation, merger or reconstruction (i) approved by an Extraordinary Resolution or (ii) where the entity resulting from any such reconstruction or merger or amalgamation will have a rating for long term senior debt assigned by S&P's Rating Services or Moody's Investor Services equivalent to or higher than the rating for long-term senior debt of the Issuer immediately prior to such reconstruction or merger or amalgamation, or (B) where the Issuer otherwise continues to carry on the relevant business whether directly or indirectly) ceases or threatens to cease to carry on the whole or substantially the whole of its business; or
- (v) an application is made for the appointment of an administrative or other receiver, manager, administrator or similar official in relation to the Issuer or in relation to the whole or substantially the whole of the undertaking or assets of the Issuer and is not discharged within 60 days,

then the holder of any Note may declare such Note by written notice to the Issuer at the specified office of the Principal Paying Agent or the relevant Registrar, as the case may be, effective upon the date of receipt thereof by the Principal Paying Agent or the relevant Registrar, as the case may be, (in the case of paragraph (iii), (iv) and (v) above, only if then permitted by applicable Spanish Law) to be forthwith due and payable, whereupon the same shall become immediately due and payable at its Early Redemption Amount (as described in Condition 6(h)), together with accrued interest (if any) to the date of repayment.

(c) Sustainable Notes

In the case of any Notes where the Notes are stated to be “Green”, “Social” or “Sustainability” Notes in “*Reasons for the offer*” in Part B of the applicable Final Terms and it is stated that an amount equal to the net proceeds from the issue of the Notes are intended to be used for “green”, “social” or “sustainability” purposes as described in the “*Use of Proceeds*” section (the **Sustainable Notes Use of Proceeds Disclosure**) in the Offering Circular dated 17th July, 2026 (as modified, amended and/or supplemented from time to time) (**Sustainable Notes**), no Event of Default shall occur or other claim against the Issuer or right of a holder of, or obligation or liability of the Issuer in respect of, such Sustainable Notes arise as a result of the net proceeds of such Sustainable Notes not being used, any report, assessment, opinion or certification not being obtained or published, or any other step or action not being taken, in each case as set out and described in the Sustainable Notes Use of Proceeds Disclosure.

For the purposes of this Condition 9:

The Insolvency Law provides, among other things: (i) that any claim not included in the company's accounts or otherwise reported to the insolvency administrators within one month from the last official publication of the court order declaring the insolvency may not be recognised within the insolvency

proceedings or may become subordinated, (ii) that provisions in contracts granting one party the right to terminate on the other's insolvency are void and (iii) for the further accrual of interest to be suspended from the date of declaration of the insolvency (save with respect to secured claims up to the value of the security).

Noteholders may also not be able to exercise their rights on an event of default in the event of the adoption of any early intervention or resolution measure under Law 11/2015 and the SRM Regulation. See "Risk Factors – Risks related to Early Intervention and Resolution – Noteholders may not be able to exercise their rights on an Event of Default in the event of the adoption of any early intervention or resolution measure under Law 11/2015 and the SRM Regulation".

(d) Covered Bonds

None of the provisions of this Condition 9 shall apply to any Series of Notes specified in the applicable Final Terms as being Covered Bonds.

10. REPLACEMENT OF NOTES, COUPONS AND TALONS

Should any Note, Coupon or Talon be lost, stolen, mutilated, defaced or destroyed, it may be replaced at the specified office of the Principal Paying Agent (in the case of Bearer Notes or Coupons) or the relevant Registrar (in the case of Registered Notes) upon payment by the claimant of such costs and expenses as may be incurred in connection therewith and on such terms as to evidence an indemnity as the Issuer may reasonably require. Mutilated or defaced Notes, Coupons or Talons must be surrendered before replacements will be issued.

11. AGENTS

The names of the initial Agents and their initial specified offices are set out below. If any additional Agents are appointed in connection with any Series, the names of such Agents will be specified in Part B of the applicable Final Terms.

The Issuer is entitled to vary or terminate the appointment of any Agent and/or appoint additional or other Agents and/or approve any change in the specified office through which any Agent acts, provided that:

- (a) there will at all times be a Principal Paying Agent and a Registrar;
- (b) so long as the Notes are listed on any stock exchange or admitted to listing by any relevant authority, there will at all times be a Paying Agent (in the case of Bearer Notes) and a Transfer Agent (in the case of Registered Notes) with a specified office in such place as may be required by the rules and regulations of such other stock exchange or other relevant authority; and
- (c) so long as any of the Registered Global Notes payable in a Specified Currency other than U.S. dollars are held through DTC or its nominee, there will at all times be an Exchange Agent.

In addition, the Issuer shall forthwith appoint a Paying Agent having a specified office in New York City in the circumstances described in Condition 5(e). Notice of any variation, termination, appointment or change in Agents will be given promptly by the Issuer to the Noteholders in accordance with Condition 13.

In acting under the Agency Agreement, the Agents act solely as agents of the Issuer and do not assume any obligation to, or relationship of agency or trust with, any Noteholders or Couponholders. The Agency Agreement contains provisions permitting any entity into which any Agent is merged or converted or with which it is consolidated or to which it transfers all or substantially all of its assets to become the successor agent.

12. EXCHANGE OF TALONS

On and after the Interest Payment Date on which the final Coupon comprised in any Coupon sheet matures, the Talon (if any) forming part of such Coupon sheet may be surrendered at the specified office of any Paying Agent in exchange for a further Coupon sheet including (if such further Coupon sheet does not include Coupons to (and including) the final date for the payment of interest due in respect of the Note to which it appertains) a further Talon, subject to the provisions of Condition 8.

13. NOTICES

All notices regarding the Bearer Notes will be deemed to be validly given if published (i) in one leading English language daily newspaper of general circulation in London (which is expected to be the *Financial Times*) or (ii) if and for so long as the Bearer Notes are admitted to trading on, and listed on the Official List of Euronext Dublin, on the Euronext Dublin's website (www.euronext.com/en/markets/dublin). The Issuer shall also ensure that notices are duly published in a manner which complies with the rules of any stock exchange or any other relevant authority on which the Bearer Notes are for the time being listed or by which they have been admitted to trading. Any such notice will be deemed to have been given on the date of the first publication or, where required to be published in more than one newspaper, on the date of the first publication in all required newspapers.

All notices regarding the Registered Notes will be deemed to be validly given if sent by first class mail or (if posted to an address overseas) by airmail to the holders (or the first named of joint holders) at their respective addresses recorded in the Register and will be deemed to have been given on the fourth day after mailing and, in addition, for so long as any Registered Notes are listed on a stock exchange or admitted to trading by another relevant authority and the rules of that stock exchange or relevant authority so require, such notice will be published in a manner which complies with those rules.

Until such time as any definitive Notes are issued, there may, so long as any Global Notes representing the Notes are held in their entirety on behalf of Euroclear and/or Clearstream, Luxembourg and/or DTC, be substituted for such publication in such newspaper(s) or such website(s) or such mailing the delivery of the relevant notice to Euroclear and/or Clearstream, Luxembourg and/or DTC for communication by them to the holders of the Notes except that for so long as any Notes are listed on a stock exchange or admitted to listing by another relevant authority and the rules of that stock exchange or relevant authority so require, such notice will be published in a manner which complies with those rules. Any such notice shall be deemed to have been given to the holders of the Notes on the day on which such notice was given to Euroclear and/or Clearstream, Luxembourg and/or DTC.

Notices to be given by any Noteholder shall be in writing and given by lodging the same, together (in the case of any Note in definitive form) with the relative Note or Notes, with the Principal Paying Agent (in the case of Bearer Notes) or the relevant Registrar (in the case of Registered Notes). Whilst any of the Notes are represented by a Global Note, such notice may be given by any holder of a Note to the Principal Paying Agent or the relevant Registrar through Euroclear and/or Clearstream, Luxembourg and/or DTC, as the case may be, in such manner as the Principal Paying Agent, the relevant Registrar and Euroclear and/or Clearstream, Luxembourg and/or DTC, as the case may be, may approve for this purpose.

14. MEETINGS OF NOTEHOLDERS

(a) Convening of Meetings, Quorum, Adjourned Meetings

- (i) The Issuer may at any time and, if required in writing by Noteholders holding not less than 5 per cent. in nominal amount of the Notes for the time being outstanding, shall convene a meeting of the Noteholders and, if the Issuer fails for a period of seven days to convene the meeting, the meeting may be convened by the relevant Noteholders. Whenever the Issuer is about to convene any meeting it shall immediately give notice in writing to the Principal Paying Agent and the Dealers of the day, time and place of the meeting (which need not be a physical

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place and instead may be by way of conference call, including by use of a videoconference platform) and of the nature of the business to be transacted at the meeting. Every meeting shall be held at a time and place approved by the Principal Paying Agent.

- (ii) At least 21 clear days' notice specifying the place, day and hour of the meeting shall be given to the Noteholders in the manner provided in Condition 13. The notice, which shall be in the English language, shall state generally the nature of the business to be transacted at the meeting and, in the case of an Extraordinary Resolution only, shall either (i) specify the terms of the Extraordinary Resolution to be proposed or (ii) inform Noteholders that the terms of the Extraordinary Resolution are available free of charge from the Principal Paying Agent, provided that, in the case of (ii) such resolution is so available in its final form with effect on and from the date on which the notice convening such meeting is given as aforesaid. The notice shall (i) include statements as to the manner in which Noteholders are entitled to attend and vote at the meeting or (ii) inform Noteholders that details of the voting arrangements are available free of charge from the Principal Paying Agent, provided that, in the case of (ii), the final form of such details are so available with effect on and from the date on which the notice convening such meeting is given as aforesaid. A copy of the notice shall be sent by post to the Issuer (unless the meeting is convened by the Issuer).
- (iii) The person (who may but need not be a Noteholder) nominated in writing by the Issuer shall be entitled to take the chair at each meeting but if no nomination is made or if at any meeting the person nominated is not present within 15 minutes after the time appointed for holding the meeting the Noteholders present shall choose one of their number to be Chair failing which the Issuer may appoint a Chair. The Chair of an adjourned meeting need not be the same person as was Chair of the meeting from which the adjournment took place.
- (iv) At any meeting one or more Eligible Persons present and holding or representing in the aggregate not less than 5 per cent. in nominal amount of the Notes for the time being outstanding, shall (except for the purpose of passing an Extraordinary Resolution) form a quorum for the transaction of business and no business (other than the choosing of a Chair in accordance with Condition 14(a)(iii) above) shall be transacted at any meeting unless the required quorum is present at the commencement of business. The quorum at any meeting for passing an Extraordinary Resolution shall (subject as provided below) be one or more Eligible Persons present and holding or representing in the aggregate not less than 50 per cent. in nominal amount of the Notes for the time being outstanding provided that at any meeting the business of which includes any of the following matters (each of which shall only be capable of being effected after having been approved by Extraordinary Resolution):
 - (A) modification of the Maturity Date (if any) of the Notes or reduction or cancellation of the nominal amount payable at maturity;
 - (B) reduction or cancellation of the amount payable or modification of the payment date in respect of any interest in respect of the Notes or variation of the method of calculating the rate of interest in respect of the Notes;
 - (C) reduction of any Minimum Rate of Interest and/or Maximum Rate of Interest specified in the applicable Final Terms;
 - (D) modification of the currency in which payments under the Notes are to be made; or
 - (E) modification of the majority required to pass an Extraordinary Resolution;
 - (F) the sanctioning of any scheme or proposal described in Condition 14(b)(viii)(E) below; or
 - (G) alteration of this proviso or the proviso to Condition 14(a)(v) below,

the quorum shall be one or more Eligible Persons present and holding or representing in the aggregate not less than two-thirds in nominal amount of the Notes for the time being outstanding.

- (v) If within 15 minutes (or such longer period not exceeding 30 minutes as the Chair may decide) after the time appointed for any meeting a quorum is not present for the transaction of any particular business, then, subject and without prejudice to the transaction of the business (if any) for which a quorum is present, the meeting shall, if convened by Noteholders, be dissolved. In any other case it shall be adjourned to the same day in the next week (or if that day is a public holiday the next following business day) at the same time and place (except in the case of a meeting at which an Extraordinary Resolution is to be proposed in which case it shall be adjourned for a period being not less than 14 clear days nor more than 42 clear days and at a place appointed by the Chair and approved by the Principal Paying Agent). If within 15 minutes (or a longer period not exceeding 30 minutes as the Chair may decide) after the time appointed for any adjourned meeting a quorum is not present for the transaction of any particular business, then, subject and without prejudice to the transaction of the business (if any) for which a quorum is present, the Chair may either dissolve the meeting or adjourn it for a period, being not less than 14 clear days (but without any maximum number of clear days) and to a place as may be appointed by the Chair (either at or after the adjourned meeting) and approved by the Principal Paying Agent, and the provisions of this sentence shall apply to all further adjourned meetings.
- (vi) At any adjourned meeting one or more Eligible Persons present (whatever the nominal amount of the Notes so held or represented by them) shall (subject as provided below) form a quorum and shall (subject as provided below) have power to pass any Extraordinary Resolution or other resolution and to decide upon all matters which could properly have been dealt with at the meeting from which the adjournment took place had the required quorum been present provided that at any adjourned meeting the business of which includes any of the matters specified in the proviso to Condition 14(a)(iv) above the quorum shall be one or more Eligible Persons present and holding or representing in the aggregate not less than one-third in nominal amount of the relevant Notes for the time being outstanding.
- (vii) Notice of any adjourned meeting at which an Extraordinary Resolution is to be submitted shall be given in the same manner as notice of an original meeting but as if 10 were substituted for 21 in Condition 14(a)(ii) above and the notice shall state the relevant quorum. Subject to this it shall not be necessary to give any notice of an adjourned meeting.

(b) Conduct of Business at Meetings

- (i) Every question submitted to a meeting shall be decided in the first instance by a show of hands and in the case of an equality of votes the Chair shall both on a show of hands and on a poll have a casting vote in addition to the vote or votes (if any) to which they may be entitled as an Eligible Person.
- (ii) At any meeting, unless a poll is (before or on the declaration of the result of the show of hands) demanded by the Chair or the Issuer or by any Eligible Person present (whatever the nominal amount of the Notes held by them), a declaration by the Chair that a resolution has been carried or carried by a particular majority or lost or not carried by a particular majority shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
- (iii) Subject to Condition 14(b)(v), if at any meeting a poll is demanded it shall be taken in the manner and, subject as provided below, either at once or after an adjournment as the Chair may direct and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded as at the date of the taking of the poll. The demand for a poll shall not prevent the continuance of the meeting for the transaction of any business other than the motion on which the poll has been demanded.

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- (iv) The Chair may, with the consent of (and shall if directed by) any meeting, adjourn the meeting from time to time and from place to place. No business shall be transacted at any adjourned meeting except business which might lawfully (but for lack of required quorum) have been transacted at the meeting from which the adjournment took place.
 - (v) Any poll demanded at any meeting on the election of a Chair or on any question of adjournment shall be taken at the meeting without adjournment.
 - (vi) Any director or officer of the Issuer and its lawyers and financial advisers may attend and speak at any meeting. Subject to this, but without prejudice to the proviso to the definition of outstanding in Condition 14(c) below, no person shall be entitled to attend and speak nor shall any person be entitled to vote at any meeting of the Noteholders or join with others in requiring the convening of a meeting unless they are an Eligible Person. No person shall be entitled to vote at any meeting in respect of Notes held by, for the benefit of, or on behalf of the Issuer or any subsidiary of the Issuer. Nothing contained in this Condition 14(b)(vi) shall prevent a director, officer or representative of or otherwise connected with the Issuer from being duly appointed as a proxy or representative of the Noteholders.
 - (vii) Subject as provided in Condition 14(b)(vi) above, at any meeting:
 - (A) on a show of hands every Eligible Person present shall have one vote; and
 - (B) on a poll every Eligible Person present shall have one vote in respect of each:
 - I. €1.00; and
 - II. in the case of a meeting of the holders of Notes denominated in a currency other than euro, the equivalent of €1.00 in that currency (calculated as specified in Condition 14(b)(xiv) below),or such other amount as the Principal Paying Agent shall in its absolute discretion specify in nominal amount of the relevant Notes in respect of which they are an Eligible Person.
- Without prejudice to any duly appointed proxies, any person entitled to more than one vote need not use all their votes or cast all the votes to which they are entitled in the same way.
- (viii) The duly appointed proxies or representatives of Noteholders do not need to be Noteholders themselves.
 - (ix) A meeting of the Noteholders shall in addition to the powers set out above have the following powers exercisable only by Extraordinary Resolution (subject to the provisions relating to quorum contained in Conditions 14(a)(iv) and 14(a)(vi) above), namely:
 - (A) power to approve any compromise or arrangement proposed to be made between the Issuer and the Noteholders and Couponholders or any of them;
 - (B) power to approve any abrogation, modification, compromise or arrangement in respect of the rights of the Noteholders and Couponholders against the Issuer or against any of its property whether these rights arise under the Agency Agreement, the Notes or the Coupons or otherwise;
 - (C) power to agree to any modification of the provisions contained in the Agency Agreement, these Conditions, the Notes, the Coupons or the Deed of Covenant which is proposed by the Issuer;

- (D) power to give any authority or approval which under the provisions of this Condition 14 or the Notes is required to be given by Extraordinary Resolution;
 - (E) power to appoint any persons (whether Noteholders or not) as a committee or committees to represent the interests of the Noteholders and to confer upon any committee or committees any powers or discretions which the Noteholders could themselves exercise by Extraordinary Resolution;
 - (F) power to approve any scheme or proposal for the exchange or sale of the Notes for, or the conversion of the Notes into, or the cancellation of the Notes in consideration of, shares, stock, notes, bonds, debentures, debenture stock and/or other obligations and/or securities of the Issuer or any other company formed or to be formed, or for or into or in consideration of cash, or partly for or into or in consideration of shares, stock, notes, bonds, debentures, debenture stock and/or other obligations and/or securities as stated above and partly for or into or in consideration of cash; and
 - (G) power to approve the substitution of any entity in place of the Issuer (or any previous substitute) as the principal debtor in respect of the Notes and the Coupons.
- (x) Any resolution (i) passed at a meeting of the Noteholders duly convened and held (ii) passed as a resolution in writing or (iii) passed by way of electronic consents given by Noteholders through the relevant clearing system(s), shall be binding upon all the Noteholders whether present or not present at the meeting referred to in (i) above and whether or not voting and upon all Couponholders and each of them shall be bound to give effect to the resolution accordingly and the passing of any resolution shall be conclusive evidence that the circumstances justify its passing. Notice of the result of voting on any resolution duly considered by the Noteholders shall be published in accordance with Condition 13 by the Issuer within 14 days of the result being known provided that non-publication shall not invalidate the resolution.
- (xi) The expression **Extraordinary Resolution** when used in this Condition 14 means (a) a resolution passed at a meeting of the Noteholders duly convened and held in accordance with the provisions of this Condition 14 by a majority consisting of not less than 75 per cent. of the persons voting on the resolution upon a show of hands or, if a poll was duly demanded, by a majority consisting of not less than 75 per cent. of the votes given on the poll; (b) a resolution in writing signed by or on behalf of the holders of not less than 75 per cent. in nominal amount of the Notes for the time being outstanding, which resolution in writing may be contained in one document or in several documents in similar form each signed by or on behalf of one or more of the Noteholders; or (c) consent given by way of electronic consents through the relevant clearing system(s) (in a form satisfactory to the Agent) by or on behalf of the holders of not less than 75 per cent. in nominal amount of the Notes for the time being outstanding.
- (xii) Subject to Condition 14(b)(i) above, to be passed at a meeting of the Holders duly convened and held in accordance with the provisions of this Condition 14, a resolution (other than an Extraordinary Resolution) shall require a majority of the persons voting on the resolution upon a show of hands or, if a poll was duly demanded, a majority of the votes given on the poll.
- (xiii) Minutes of all resolutions and proceedings at every meeting shall be made and duly entered in books to be from time to time provided for that purpose by the Issuer and any minutes signed by the Chair of the meeting at which any resolution was passed or proceedings had shall be conclusive evidence of the matters contained in them and, until the contrary is proved, every meeting in respect of the proceedings of which minutes have been made shall be deemed to have been duly held and convened and all resolutions passed or proceedings had at the meeting to have been duly passed or had.
- (xiv) For the purposes of calculating a period of clear days, no account shall be taken of the day on which a period commences or the day on which a period ends.

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- (xv) If the Issuer has issued and has outstanding Notes which are not denominated in euro, the nominal amount of such Notes shall:

(A) for the purposes of Condition 14(a)(ii) above, be the equivalent in euro at the spot rate of a bank nominated by the Principal Paying Agent for the conversion of the relevant currency or currencies into euro on the seventh dealing day before the day on which the written requirement to call the meeting is received by the Issuer; and

(B) for the purposes of Conditions 14(a)(iv), 14(a)(vi) and 14(a)(vii) above (whether in respect of the meeting or any adjourned meeting or any poll), be the equivalent at that spot rate on the seventh dealing day before the day of the meeting,

and, in all cases, the equivalent in euro of Zero Coupon Notes or any other Notes issued at a discount or a premium shall be calculated by reference to the original nominal amount of those Notes.

In the circumstances set out above, on any poll each person present shall have one vote for each euro 1.00 in nominal amount of the Notes (converted as above) which they hold or represent.

(c) Definitions

For the purposes of this Condition 14,

- (i) **Eligible Person** means those persons entitled to attend and vote at a meeting of the Noteholders as stated in the relevant notice of meeting or pursuant to the relevant voting arrangements details of which are available from the Principal Paying Agent, in each case in accordance with Condition 14(a)(ii) above (being the relevant Noteholders or duly appointed proxies or representatives of such Noteholders);
- (ii) those Notes (if any) which are for the time being held by or for the benefit of the Issuer or any subsidiary of the Issuer shall (unless and until ceasing to be so held) be deemed not to remain **outstanding**; and
- (iii) a **relevant clearing system** means, in respect of any Notes represented by a Global Note, any clearing system on behalf of which the Global Note is held or which is the bearer or (directly or through a nominee) registered owner of the Global Note, in each case whether alone or jointly with any other clearing system(s).

15. MODIFICATION AND WAIVER, SUBSTITUTION AND VARIATION

- (a) By its acquisition of the Notes, each Noteholder and Couponholder (which for these purposes includes each holder of a beneficial interest in the Notes or the Coupons) will be deemed to have expressly consented to any modification of the Notes, the Coupons or the Agency Agreement pursuant to this Condition 15(a). Without any requirement for any further consent or approval of the Noteholders or Couponholders (whether pursuant to Condition 14 or otherwise) and without limiting and notwithstanding Condition 15(b), the Principal Paying Agent and the Issuer may agree to:
- (i) any modification (except as mentioned above) of the Notes, the Coupons or the Agency Agreement which is not prejudicial to the interests of the Noteholders; or
- (ii) any modification of the Notes, the Coupons or the Agency Agreement which is of a formal, minor or technical nature or is made to correct a manifest error or to comply with mandatory provisions of the law.

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Any such modification shall be binding on the Noteholders and the Couponholders and any such modification shall, unless notified prior to the relevant modification, be notified to the Noteholders in accordance with Condition 13 as soon as practicable thereafter.

- (b) By its acquisition of the Notes, each Noteholder (which for these purposes includes each holder of a beneficial interest in the Notes) will be deemed to have expressly consented to any substitution or modification of the Notes pursuant to this Condition 15(b). Without any requirement for any further consent or approval of the Noteholders (whether pursuant to Condition 14 or otherwise) and without limiting and notwithstanding Condition 15(a) above, if:
- (i) an Eligible Liabilities Event, other than in the case of Senior Preferred Notes where (A) Eligible Liabilities Event has been specified as not applicable in the applicable Final Terms and/or (B) Additional Events of Default has been specified as applicable in the applicable Final Terms; or
 - (ii) a Capital Event, in the case of Tier 2 Subordinated Notes only; or
 - (iii) a Tax Event,

occurs and is continuing, the Issuer may substitute or modify the terms of all (but not some only) of the Notes, provided that any variation in the terms of the Notes resulting from such substitution or modification is not materially prejudicial to the interests of the Noteholders, so that the Notes are substituted for, or the terms and conditions of the Notes are varied to become again or remain, Qualifying Notes, at any time on giving not less than five nor more than 30 days' notice to the Principal Paying Agent and, in accordance with Condition 13, the Noteholders (which notice shall be irrevocable and shall specify the date for such substitution or, as applicable, variation), and subject to the prior consent of the Regulator if required pursuant to Applicable Banking Regulations.

For the purposes of the foregoing paragraph, any variation in the ranking of the relevant Notes as set out in Condition 3 resulting from any such substitution or modification shall be deemed not to be prejudicial to the interests of the Noteholders where the ranking of such Notes following such substitution or modification is at least the same ranking as is applicable to such Notes under Condition 3 on the Issue Date of such Notes. In addition, in the case of any Notes governed by English law pursuant to Condition 19 below, any change in the governing law of such Notes from English law to Spanish law so that the Notes become again or remain Qualifying Notes shall be deemed not to be prejudicial to the interests of the Noteholders.

Any such notice shall specify the relevant details of the manner in which such substitution or variation shall take effect and where the Noteholders can inspect or obtain copies of the new terms and conditions of the Notes. Such substitution or variation will be effected without any cost or charge to the Noteholders.

Noteholders (which for the purpose of this Condition 15(b) includes each holder of a beneficial interest in the Notes) shall, by virtue of purchasing and holding any Notes, be deemed to accept any substitution or variation of the terms pursuant to this Condition 15(b) and to grant to the Issuer full power and authority to take any action and/or to execute and deliver any document in the name and/or on behalf of the Noteholders which is necessary or convenient to complete any such substitution or variation.

In these Conditions:

London Business Day means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for general business in London; and

Qualifying Notes means, at any time, any securities denominated in the Specified Currency and issued directly by the Issuer, provided that the Issuer shall have delivered a certificate signed by a duly authorised signatory of the Issuer to that effect to the Principal Paying Agent not less than five London Business Days prior to (i) in the case of a substitution of the Notes, the issue date of the relevant

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securities or (ii) in the case of a variation of the terms and conditions of the Notes, the date such variation becomes effective, provided that such securities shall:

- (a) contain terms which comply with the then current requirements (i) for inclusion in the Eligible Liabilities Amount and/or (ii) to be included in, or count towards, the Group's or the Issuer's Tier 2 Capital, as applicable;
- (b) have at least the same ranking as is applicable to the Notes under Condition 3 on the Issue Date of such Notes;
- (c) have the same denomination and aggregate outstanding principal amount, the same rate of interest and terms for the determination of any applicable rate of interest, the same date of maturity and the same dates for payment of interest as the relevant Notes immediately prior to any substitution or variation pursuant to this Condition 15(b);
- (d) be listed or admitted to trading on any stock exchange as selected by the Issuer, if the Notes were listed or admitted to trading on a stock exchange immediately prior to the relevant substitution or variation pursuant to this Condition 15(b); and
- (e) not, immediately following the relevant substitution or variation pursuant to this Condition 15(b), be subject to a Tax Event.

16. FURTHER ISSUES

If specified in the applicable Final Terms, the Issuer shall be at liberty from time to time without the consent of the Noteholders or the Couponholders to create and issue further notes having terms and conditions the same as the Notes or the same in all respects save for the amount and date of the first payment of interest thereon and the date from which interest starts to accrue and so that the same shall be consolidated and form a single Series with the outstanding Notes.

17. SUBSTITUTION OF THE ISSUER

- (i) By its acquisition of the Notes, each Noteholder (which for these purposes includes each holder of a beneficial interest in the Notes) will be deemed to have expressly consented to any substitution of the Issuer pursuant to this Condition 17. Without any requirement for any further consent or approval of the Noteholders (whether pursuant to Condition 14 or otherwise), the Issuer may, but subject to such substitution being in compliance with Applicable Banking Regulations then in force, and subject to the prior consent of the Regulator if required pursuant to such regulations, be replaced and substituted by another company incorporated anywhere in the world as the principal debtor (in such capacity, the **Substitute Debtor**) in respect of the Notes provided that:
 - (A) a deed poll or a substitution deed executed before a Spanish public Notary, as applicable and/or such other applicable documents (if any) shall be executed by the Issuer and the Substitute Debtor as may be necessary to give full effect to the substitution (together, the **Documents**) and (without limiting the generality of the foregoing) pursuant to which the Substitute Debtor shall undertake in favour of each Noteholder to be bound by the Terms and Conditions of the Notes and the provisions of the Agency Agreement and the Deed of Covenant as fully as if the Substitute Debtor had been named in the Notes and the Agency Agreement and the Deed of Covenant as the principal debtor in respect of the Notes in place of the Issuer (or any previous substitute);
 - (B) without prejudice to the generality of Condition 17(i)(A), where the Substitute Debtor is incorporated, domiciled or resident for taxation purposes in a territory other than Spain, the Documents shall contain a covenant by the Substitute Debtor and/or such

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other provisions as may be necessary to ensure that each Noteholder has the benefit of a covenant in terms corresponding to the provisions of Condition 7 with the substitution for the references to Spain of references to the territory in which the Substitute Debtor is incorporated, domiciled and/or resident for taxation purposes;

- (C) the Documents shall contain a warranty and representation by the Substitute Debtor that the Substitute Debtor has obtained all necessary governmental and regulatory approvals and consents for such substitution, that the Substitute Debtor has obtained all necessary governmental and regulatory approvals and consents for the performance by it of its obligations under the Documents and that all such approvals and consents are in full force and effect;
 - (D) each stock exchange which has the Notes listed thereon shall have confirmed that following the proposed substitution of the Substitute Debtor the Notes would continue to be listed on such stock exchange;
 - (E) the Issuer shall have delivered or procured the delivery to the Principal Paying Agent and the relevant Registrar a copy of a legal opinion addressed to the Issuer and the Substitute Debtor from a leading firm of lawyers in the country of incorporation of the Substitute Debtor, to the effect that the Documents constitute legal, valid and binding obligations of the Substitute Debtor, such opinion(s) to be dated not more than seven days prior to the date of substitution of the Substitute Debtor for the Issuer and to be available for inspection by Noteholders at the specified offices of the Principal Paying Agent and the relevant Registrar;
 - (F) the Issuer shall have delivered or procured the delivery to the Principal Paying Agent and the relevant Registrar a copy of a legal opinion addressed to the Issuer and the Substitute Debtor from a leading firm of, in the case of Notes specified in the applicable Final Terms as being governed by English law, English lawyers and in the case of Notes specified in the applicable Final Terms as being governed by Spanish law, Spanish lawyers, to the effect that the Documents constitute legal, valid and binding obligations of the parties thereto under English law or Spanish law, as applicable, such opinion to be dated not more than seven days prior to the date of substitution of the Substitute Debtor for the Issuer and to be available for inspection by Noteholders at the specified offices of the Principal Paying Agent and the relevant Registrar;
 - (G) in the case of Notes specified in the applicable Final Terms as being governed by English law, the Substitute Debtor shall have appointed a process agent in England to receive service of process on its behalf in relation to any legal action or proceedings arising out of or in connection with the Notes or the Documents;
 - (H) there is no outstanding Event of Default in respect of the Notes;
 - (I) any credit rating assigned to the Notes will remain the same or be improved when the Substitute Debtor replaces and substitutes the Issuer in respect of the Notes; and
 - (J) the substitution complies with all applicable requirements established under Spanish law.
- (ii) Upon the execution of the Documents as referred to in Condition 17(i) above, the Substitute Debtor shall be deemed to be named in the Notes as the principal debtor in place of the Issuer (or of any previous substitute under these provisions) and the Notes shall thereupon be deemed to be amended to give effect to the substitution. The execution of the Documents shall operate to release the Issuer (or such previous substitute as aforesaid) from all of its obligations in respect of the Notes.

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- (iii) The Documents shall be deposited with and held by the Principal Paying Agent and the relevant Registrar for so long as any Note remains outstanding and for so long as any claim made against the Substitute Debtor by any Noteholder in relation to the Notes or the Documents shall not have been finally adjudicated, settled or discharged. The Substitute Debtor shall acknowledge in the Documents the right of every Noteholder to the production of the Documents for the enforcement of any of the Notes or the Documents.
- (iv) Not later than 15 London Business Days after the execution of the Documents, the Substitute Debtor shall give notice thereof to the Noteholders in accordance with Condition 13.
- (v) In the case of Notes specified in the applicable Final Terms as being governed by Spanish law, each Noteholder (which for these purposes includes each holder of a beneficial interest in the Notes), by its acquisition of the Notes will be deemed to have expressly:
 - (A) consented to the substitution of the Issuer with the Substitute Debtor prior to when the relevant assignment and acknowledged and accepted that such prior consent is fully effective for the purposes of Article 1,205 of the Spanish Civil Code;
 - (B) acknowledged and accepted that the amendment made by the substitution of the Issuer with the Substitute Debtor is to be considered as a non-extinctive amendment (“*novación no extintiva*” or “*impropia*”) for all purposes; and
 - (C) acknowledged and accepted that the substitution requirements set forth under this Condition 17 are fully reasonable considering all of the requirements to be met to complete such a substitution which include the rating condition set forth under Condition 17(i)(I) above and, therefore, that the Noteholders have accepted the substitution as reasonable and in accordance with the applicable requirements of law as the substitution may only be made in the case of a Substitute Debtor which provides for a rating of the Notes that is the same or an improvement on the rating assigned to the Notes before the substitution.

18. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

In the case of Notes specified in the applicable Final Terms as being governed by English law, no rights are conferred on any person under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Notes, but this does not affect any right or remedy of any person which exists or is available apart from that Act.

19. GOVERNING LAW AND SUBMISSION TO JURISDICTION

Other than in the case of any Series of Notes specified in the applicable Final Terms as being Covered Bonds, the governing law of the Notes will be specified in Part A of the applicable Final Terms.

(a) English Law

If English law is specified as the governing law of the Notes in the applicable Final Terms, the provisions of this Condition 19(a) shall apply to the Notes.

(i) Governing law:

The Notes (except for Conditions 3 (including the application of any Spanish Statutory Loss-Absorption Powers by the Relevant Spanish Resolution Authority) and 20), the Coupons and any non-contractual obligations arising out of or in connection with the Notes (except for Conditions 3 and 20), and the Coupons are governed by, and shall be construed in accordance with, English law. Conditions 3 and 20 (and any non-contractual obligations arising out of or in connection with either of them) are governed by, and shall be construed in accordance with,

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Spanish law in accordance with Condition 19(b) below. The Notes are issued in accordance with the formalities prescribed by Spanish law.

(ii) Submission to jurisdiction:

- (A) Subject to Condition 19(a)(ii)(C) below, the Issuer and any Noteholders or Couponholders irrevocably submit to the non-exclusive jurisdiction of the English courts to settle any dispute which may arise out of or in connection with the Notes and/or the Coupons, including any dispute as to their existence, validity, interpretation, performance, breach or termination or the consequences of their nullity and any dispute relating to any non-contractual obligations arising out of or in connection with the Notes and/or the Coupons (a **Dispute**).
- (B) For the purposes of this Condition 19(a)(ii), the Issuer and any Noteholders or Couponholders in relation to any Dispute waive any objection to the English courts on the grounds that they are an inconvenient or inappropriate forum to settle any Dispute.
- (C) Notwithstanding the above, the Spanish courts in the city of Madrid have exclusive jurisdiction to settle any dispute arising out of or in connection with the application of any Spanish Statutory Loss-Absorption Powers by the Relevant Spanish Resolution Authority (a **Bail-in Dispute**) and accordingly each of the Issuer and any Noteholders or Couponholders in relation to any Bail-in Dispute submits to the exclusive jurisdiction of the Spanish courts. Each of the Issuer and any Noteholders or Couponholders in relation to any Bail-in Dispute further waives any objection to the Spanish courts on the grounds that they are an inconvenient or inappropriate forum to settle any Bail-in Dispute.

(iii) Service of Process:

The Issuer agrees that process may be served on it in relation to any proceedings before the English courts in relation to any Dispute at Banco Bilbao Vizcaya Argentaria, S.A., London Branch being its registered office for the time being in England and agrees that, in the event of Banco Bilbao Vizcaya Argentaria, S.A., London Branch ceasing so to act or ceasing to be registered in England, it will appoint another person as its agent for service of process in England in respect of any Dispute. Nothing herein shall affect the right to serve process in any other manner permitted by law.

(b) Spanish Law

If Spanish law is specified as the governing law of the Notes in the applicable Final Terms and in the case of any Series of Notes specified in the applicable Final Terms as being Covered Bonds, the provisions of this Condition 19(b) shall apply to the Notes.

(i) Governing law:

The Notes, the Coupons and any non-contractual obligations arising out of or in connection with the Notes and the Coupons shall be governed by, and construed in accordance with, Spanish law.

(ii) Submission to jurisdiction:

Except as provided in the paragraph immediately below, the Issuer and any Noteholders or Couponholders irrevocably submit to the non-exclusive jurisdiction of the Spanish courts in the city of Madrid to settle any disputes which may arise out of or in connection with the Notes and/or the Coupons (including a dispute relating to any non-contractual obligations arising out of or in connection with the Notes and/or the Coupons) and that accordingly any suit, action or

proceedings arising out of or in connection with the Notes and/or the Coupons (together referred to as **Proceedings**) may be brought in such courts. The Issuer and any Noteholders or Couponholders in relation to any Proceedings waive any objection to the Spanish courts in the city of Madrid on the grounds that they are an inconvenient or inappropriate forum to settle any Proceedings.

Notwithstanding the above, the Spanish courts in the city of Madrid have exclusive jurisdiction to settle any Bail-in Dispute and accordingly each of the Issuer and any Noteholders or Couponholders in relation to any Bail-in Dispute submits to the exclusive jurisdiction of the Spanish courts. Each of the Issuer and any Noteholders or Couponholders in relation to any Bail-in Dispute further waives any objection to the Spanish courts on the grounds that they are an inconvenient or inappropriate forum to settle any Bail-in Dispute.

20. RECOGNITION OF SPANISH STATUTORY LOSS-ABSORPTION POWERS

Notwithstanding any other term of the Notes or any other agreements, arrangements, or understandings between the Issuer and any Noteholder, by its acquisition of the Notes, each Noteholder (which, for the purposes of this Condition 20, includes each holder of a beneficial interest in the Notes) acknowledges, accepts, consents to and agrees to be bound by:

- (a) the exercise and effect of any Spanish Statutory Loss-Absorption Power by the Relevant Spanish Resolution Authority, which may be imposed with or without any prior notice with respect to the Notes, and which may include and result in any of the following, or some combination thereof:
 - (A) the reduction or cancellation of all, or a portion, of the Amounts Due;
 - (B) the conversion of all, or a portion, of the Amounts Due into shares, other securities or other obligations of the Issuer, the Group or another person (and the issue to or conferral on the Noteholder of such shares, securities or obligations), including by means of an amendment, modification or variation of the terms of the Notes;
 - (C) the cancellation of the Notes; and
 - (D) the amendment or alteration of the maturity of the Notes or amendment of the amount of interest payable on the Notes, or the date on which the interest becomes payable, including by suspending payment for a temporary period; and
- (b) the variation of the terms of the Notes, as deemed necessary by the Relevant Spanish Resolution Authority, to give effect to the exercise of any Spanish Statutory Loss-Absorption Power by the Relevant Spanish Resolution Authority.

The exercise of any Spanish Statutory Loss-Absorption Power by the Relevant Spanish Resolution Authority pursuant to any relevant laws, regulations, rules or requirements in effect in Spain is not dependent on the application of this Condition 20.

No such exercise of any Spanish Statutory Loss-Absorption Power or variation of the terms of the Notes shall give rise to any Event of Default or any other right of Noteholders to declare such Note due and payable.

In this Condition 20,

Amounts Due means the principal amount of or outstanding amount, together with any accrued but unpaid interest, due on the Notes. References to such amount will include amounts that have become due and payable, but which have not been paid, prior to the exercise of any Spanish Statutory Loss-Absorption Power by the Relevant Spanish Resolution Authority;

Regulated Entity means any entity subject to any Spanish Statutory Loss-Absorption Power; and

Spanish Statutory Loss-Absorption Powers means any write-down, conversion, transfer, modification, or suspension power existing from time to time under, and exercised in compliance with, any laws, regulations, rules or requirements in effect in Spain, relating to the resolution of credit entities and/or transposition of the BRRD, including, but not limited to (i) Law 11/2015 (ii) RD 1012/2015, as amended from time to time, (iii) SRM Regulation, and (iv) any other instruments, rules or standards made or implemented in connection with either (i), (ii) or (iii), pursuant to which any obligation of a Regulated Entity (or other affiliate of such Regulated Entity) can be reduced, cancelled, modified, transferred or converted into shares, other securities, or other obligations of such Regulated Entity or any other person (or suspended for a temporary period).

USE OF PROCEEDS

The net proceeds from each issue of Notes will be used for the Group's general corporate purposes, which include making a profit. In addition, where the Notes are stated to be "Green", "Social" or "Sustainability" Notes in "*Reasons for the offer*" in Part B of the applicable Final Terms and it is stated that an amount equal to the net proceeds from the issue of the Notes are intended to be used for "green", "social" or "sustainability" purposes as described in this "*Use of Proceeds*" section (**Green Notes**, **Social Notes** or **Sustainability Notes**, respectively, and, together, **Sustainable Notes**) the net proceeds from each such issue of Sustainable Notes will be used as so described. If specified otherwise in the applicable Final Terms, the net proceeds from the issue of the relevant Notes will be used as so specified.

For any Sustainable Notes, an amount equal to the net proceeds from each issue of Sustainable Notes will be allocated by the Issuer in financing or refinancing, in part or in full, on a portfolio basis new and/or existing Green Projects and/or Social Projects (each as defined below and further described in the Issuer's Sustainable Debt Financing Framework) (together, the **Eligible Projects**), all in accordance with the Sustainable Debt Financing Framework. In the case of Green Notes, such financing or refinancing shall be exclusively of new and/or existing Green Projects, in part or in full; in the case of Social Notes, such financing or refinancing shall be exclusively of new and/or existing Social Projects, in part or in full; and, in the case of Sustainability Notes, such financing or refinancing shall be exclusively of new and/or existing Green Projects and Social Projects, in part or in full. Such Notes are not issued as European Green Bonds in accordance with the EU Green Bond Regulation.

Eligible Projects may be projects or any type of lending within BBVA's balance sheet aligned with the specified use of proceeds for the Sustainable Notes, including lending to clients whose business activities are fully aligned with the "green eligible categories" and/or "social eligible categories" described in the Sustainable Debt Financing Framework.

Green Projects are loans, investments and projects falling within any of the "green eligible categories" described in the Sustainable Debt Financing Framework (renewable energies, energy efficiency, clean transport, low-emission buildings, adaptation, sustainable water and wastewater management, sustainable management of natural resources and land use, pollution prevention and control and circular economy), each as further described in the Sustainable Debt Financing Framework, and, at any time, include any other "green" projects in accordance with any update of the ICMA Green Bond Principles at such time.

The **ICMA Green Bond Principles**, at any time, are the Green Bond Principles published by the International Capital Markets Association at such time, which as of the date of this Offering Circular are the Green Bond Principles June 2025 (<https://www.icmagroup.org/assets/documents/Sustainable-finance/2025-updates/Green-Bond-Principles-GBP-June-2025.pdf>).

The **Sustainable Debt Financing Framework** means the BBVA Sustainable Debt Financing Framework (December 2024) published by the Issuer on its website (<https://shareholdersandinvestors.bbva.com/wp-content/uploads/2025/05/202412-BBVA-Sustainable-Debt-Financing-Framework.pdf>), including as amended, supplemented, restated or otherwise updated on the Issuer's website at <https://shareholdersandinvestors.bbva.com/debt-investors/issuances-programs/sustainability-bonds/> from time to time.

Social Projects are loans, investments and projects falling within any of the "social eligible categories" described in the Sustainable Debt Financing Framework (access to basic infrastructure, access to essential services, affordable housing, job creation and unemployment prevention, financial services, banking penetration and financial inclusion, food security and sustainable food systems), each as further described in the Sustainable Debt Financing Framework, and, at any time, include any other "social" projects in accordance with any update of the ICMA Social Bond Principles at such time.

The **ICMA Social Bond Principles**, at any time, are the Social Bond Principles published by the International Capital Markets Association at such time, which as of the date of this Offering Circular are the Social Bond

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Principles June 2025 (<https://www.icmagroup.org/assets/documents/Sustainable-finance/2025-updates/Social-Bond-Principles-SBP-June-2025.pdf>).

The proceeds of any Sustainable Notes will be subject to restrictions for certain activities in the defence, mining, energy, infrastructure and agribusiness sectors as reflected in BBVA's Environmental & Social Framework, which may be found on its website, including as amended, supplemented, restated or otherwise updated on such website from time to time (https://shareholdersandinvestors.bbva.com/wp-content/uploads/2025/03/Environmental-and-Social-Framework-BBVA_ENG.pdf).

An excess of Eligible Projects shall be maintained beyond the proceeds from the outstanding Sustainable Notes in order to guarantee compliance with the requirements for the use of the proceeds. However, if this is not possible, unallocated proceeds will be held in a treasury liquidity portfolio in cash or other instruments at the Issuer's own discretion.

In the event that any Eligible Project to which the net proceeds of any Sustainable Notes are allocated, ceases to comply with the relevant categories for such Eligible Project to constitute a Green Project or a Social Project, as the case may be, the Issuer will substitute that Eligible Project within the relevant portfolio for another Eligible Project which meets these same requirements.

Decisions relating to the review, approval and monitoring of Eligible Projects will be made by the Issuer's Sustainable Funding Working Group.

For so long as any Sustainable Notes remain outstanding or the net proceeds of any Sustainable Notes have not been fully allocated, the Issuer intends to publish an annual report (the **BBVA Green and Social Impact Report**) on its website (<https://shareholdersandinvestors.bbva.com>). The BBVA Green and Social Impact Report will be prepared on a portfolio approach, on the basis, if applicable, of the guidelines provided by "ICMA Handbook Harmonised Framework for Impact Reporting" and is intended to include the following information:

- (i) the allocation of the net proceeds from the issue of Sustainable Notes under the Sustainable Debt Financing Framework in each "green" or "social" eligible category and, if applicable, identification of the target population;
- (ii) the portion of such net proceeds used for financing or refinancing purposes;
- (iii) the geographical distribution and vintage of selected assets relating to the allocated proceeds;
- (iv) the remaining balance of unallocated proceeds from such Sustainable Notes and/or cash equivalents;
- (v) an indication of which sustainable development goals apply to such "green" or "social" eligible categories included in the relevant Green, Social or Sustainability Notes;
- (vi) relevant estimated environmental or social impacts for each relevant "green" or "social" eligible category and, if possible, actual impact metrics. Some case studies of specific Eligible Projects may be provided to illustrate the positive impact; and
- (vii) the calculation methodologies applied for the calculation of environmental and social impacts.

Terms used above in relation to the intended content of the BBVA Green and Social Impact Report have the meanings given to them in the Sustainable Debt Financing Framework.

The Issuer has obtained an independent second party opinion from DNV Business Assurance Spain S.L.U. in respect of the Sustainable Debt Financing Framework. This second party opinion is published on the Issuer's website (https://accionistasinversores.bbva.com/wp-content/uploads/2025/05/DNV_SPO-BBVA-SDFF_May2025-Final.pdf).

USE OF PROCEEDS

In addition, the Issuer will request, on an annual basis starting one year after the issue of each Series of Sustainable Notes and until maturity (or until redemption in full), a limited assurance report on the allocation of the net proceeds of those Sustainable Notes to Green Projects and/or Social Projects, as the case may be, and on the verification of the impact indicators published in the BBVA Green and Social Impact Report as being prepared in accordance with the calculation methodologies included in the BBVA Green and Social Impact Report, which may be provided by its external auditor or another suitably qualified provider and published on its website (<https://shareholdersandinvestors.bbva.com>).

Neither the Sustainable Debt Financing Framework, the BBVA Green and Social Impact Report, nor any of the above reports, second party opinions or contents of any of the above websites are incorporated in or form part of this Offering Circular.

The Sustainable Debt Financing Framework and the above reports, second party opinions and amendments are subject to review and change and may be amended, updated, supplemented, replaced or withdrawn from time to time. Potential investors in Sustainable Notes should access the latest version of the relevant document on the Issuer's website.

DESCRIPTION OF BANCO BILBAO VIZCAYA ARGENTARIA, S.A.

HISTORY AND DEVELOPMENT OF THE ISSUER

BBVA's predecessor bank, BBV (Banco Bilbao Vizcaya), was incorporated as a public limited company (a *sociedad anónima* or S.A.) under the Spanish Corporations Law on 1st October, 1988. BBVA was formed following the merger of Argentaria into BBV (Banco Bilbao Vizcaya), which was approved by the shareholders of each entity on 18th December, 1999 and registered on 28th January, 2000. It conducts its business under the commercial name "BBVA". BBVA is registered with the Commercial Registry of Vizcaya (Spain) (Volume 2,083, Sheet 1, Page BI-17.A, first inscription). It has its registered office at Plaza de San Nicolás 4, 48005, Bilbao, Spain, and has its main place of business at Calle Azul, 4, 28050, Madrid, Spain (telephone number: +34 91 374 6201). BBVA is incorporated for an unlimited term. The Legal Entity Identifier (LEI) of BBVA is K8MS7FD7N5Z2WQ51AZ71. The website of the Issuer is <https://www.bbva.com/en/>. The information contained in such website shall not be deemed to constitute a part of this Offering Circular unless specifically incorporated by reference.

BBVA's corporate purpose contained in Article 3 of its bylaws is to engage in all kinds of activities, operations, acts, contracts and services within the banking business or directly or indirectly related to it, that are permitted or not prohibited by prevailing provisions and ancillary activities. Its corporate purpose also includes the acquisition, holding, utilisation and divestment of securities, public offerings to buy and sell securities, and any kind of holdings in any company or enterprise.

CAPITAL EXPENDITURES

BBVA's principal investments are financial investments in its subsidiaries and affiliates. The main capital expenditures from 2024 to the date of this Offering Circular were the following:

2024, 2025 and 2026 to date

In 2024, 2025 and 2026 to the date of this Offering Circular, there were no significant capital expenditures.

CAPITAL DIVESTITURES

BBVA's principal divestitures are divestitures in its subsidiaries and affiliates. The main capital divestitures from 2024 to the date of this Offering Circular were the following:

2024 and 2025

In 2024 and 2025, there were no significant capital divestitures.

2026 to date

Agreement for the sale of the Romanian subsidiary of Garanti BBVA

On 28th March, 2026, it was announced that Türkiye Garanti Bankası A.Ş. (**Garanti BBVA**) had reached an agreement with Raiffeisen Bank SA, the Romanian subsidiary of the Austrian bank, Raiffeisen Bank International AG, to sell 100 per cent. of Garanti BBVA's subsidiaries in Romania. As a result of this transaction, all the balance sheet items of Garanti Bank SA, Motoractive IFN SA and Motoractive Multiservices SRL have been reclassified into the category of "Non-current assets (liabilities) and disposal groups classified as held for sale" in the Group's consolidated balance sheet as of 31st March, 2026.

The closing of the transaction is expected during the fourth quarter of 2026, once the regulatory authorisations from the competent authorities have been received.

RECENT DEVELOPMENTS

Shareholder Remuneration

On 19th December, 2025, BBVA announced the launch of a €3.96 billion extraordinary share buyback programme aimed at reducing BBVA's share capital and which would be executed in several tranches. The execution of the first tranche which commenced on 22nd December, 2025, was completed on 6th March, 2026 and resulted in the buyback and redemption of 74,963,302 shares for the amount of €1.5 billion. The second tranche of the extraordinary share buyback programme, which commenced on 23rd March, 2026, was completed on 17th April, 2026 and resulted in the buyback and redemption of 52,800,888 shares for the amount of €1 billion. The remaining amount of the extraordinary share buyback programme (approximately €1.5 billion), is being executed in a third tranche, which commenced on 6th May, 2026, and which has not yet been completed as at the date of this Offering Circular.

BUSINESS OVERVIEW

The Group is a customer-centric global financial services group founded in 1857. Internationally diversified and with strengths in the traditional banking businesses of retail banking, asset management and wholesale banking, the Group is committed to offering a compelling digital proposition focused on the customer experience.

For this purpose, the Group is focused on increasingly offering products online and through mobile channels, improving the functionality of its digital offerings and refining the customer experience, contributing to the delivery of its strategy in a sustainable and inclusive way. BBVA places sustainability at the core of its strategy. Sustainability is impacting the banking business, affecting not only relations with customers but also internal processes.

Standards and interpretations that became effective in the first three months of 2026

Amendments to IFRS 9 and IFRS 7: Amendments to the classification and measurement of financial instruments

On 30th May, 2024, the IASB issued amendments to IFRS 9 and IFRS 7 to clarify, among others, how to assess the contractual cash flow characteristics of financial assets that include contingent features such as the achievement of ESG targets. Additionally, they clarify that a financial liability should be derecognised on the 'settlement date' and introduce an accounting policy option to derecognise before that date financial liabilities that are settled using an electronic payment system. Finally, additional disclosures are required by IFRS 7 for financial instruments with contingent characteristics and equity instruments classified at fair value through other comprehensive income.

The amendments came into force on 1st January, 2026, with no significant impacts on the Group's consolidated financial statements arising from the entry into force of the amendments.

Amendments to IFRS 9 and IFRS 7: Contracts that refer to nature-dependent electricity

On 18th December, 2024, the IASB issued amendments to IFRS 9 and IFRS 7 to address the accounting for renewable electricity purchase agreements. The amendments include guidance on the 'own use' exemption for electricity purchasers and requirements for applying hedge accounting to these agreements.

The amendments came into force on 1st January, 2026, with no significant impacts on the Group's consolidated financial statements arising from the entry into force of the amendments.

Standards and interpretations issued but not yet effective as of 31st March, 2026

IFRS 18 - "Presentation and Disclosures in Financial Statements"

On 9th April, 2024, the IASB issued IFRS 18 "Presentation and Disclosures in Financial Statements" which introduces new requirements to improve the quality of information presented in financial statements and to promote analysis, transparency and comparability of companies' performance.

Specifically, IFRS 18 introduces three predefined expense categories (operating, investing and financing) and two subtotals ("operating profit" and "profit before financing and income taxes") to provide a consistent structure in the income statement and facilitate the analysis of the income statement. Additionally, it introduces disclosure requirements for management-defined performance measures. Finally, it establishes requirements and provides guidance on aggregation/disaggregation of the information to be provided in the primary financial statements.

This new standard will come into force on 1st January, 2027, with early application permitted once it is adopted by the EU. The Group is currently evaluating the potential effects derived from the application of the standard; however, given that it is fundamentally a presentation and disclosure standard, no impacts are expected on the consolidated equity of the Group or on the attributed profit, beyond possible changes in the presentation, disaggregation and disclosure of certain financial information.

IFRS 19 "Subsidiaries without Public Accountability: Disclosures"

On 9th May, 2024, the IASB issued IFRS 19 "Subsidiaries without Public Accountability: Disclosures" which allows certain eligible entities to elect to apply the reduced disclosure requirements of IFRS 19 while continuing to apply the requirements of recognition, valuation and presentation of other IFRS accounting standards.

This new standard will enter into force on 1st January, 2027, allowing early application once it is adopted by the EU. The Group has no entities that fall within the scope of this standard, so no significant impact on the Group's financial statements is expected.

Amendments to IAS 21 "The Effects of Changes in Foreign Exchange Rates"

On 13th November, 2025, the IASB issued a set of amendments to IAS 21 – The Effects of Changes in Foreign Exchange Rates. These amendments address how companies should translate financial information from a non-hyperinflationary functional currency to a hyperinflationary presentation currency.

Specifically, it states that a company with a non-hyperinflationary functional currency but with a hyperinflationary presentation currency must translate all amounts in the financial statements (including comparatives) using the closing exchange rate at the end of the reporting period.

The amendments also require entities to disclose and provide details of the financial information related to their foreign operations affected by the proposed translation method.

The amendments will become effective on 1st January, 2027, once adopted by the EU, and will be applied retrospectively. The implementation of the amendments is not expected to have any impact on the Group's financial statements.

Operating Segments

As of 31st March, 2026, the structure of the operating segments used by the Group for management purposes remained the same as in 2025.

Set forth below are the Group's current five operating segments:

- Spain;
- Mexico;
- Türkiye;
- South America; and
- Rest of Business.

In addition to the operating segments referred to above, the Group has a Corporate Center which includes those items that have not been allocated to an operating segment. It includes the Group's general management functions, including costs from central units that have a corporate function; management of structural exchange

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rate positions carried out by the Assets & Liabilities Management unit, including currency hedging; certain proprietary portfolios; certain tax assets and liabilities; certain provisions related to commitments with employees; and goodwill and other intangibles, as well as the financing of such asset portfolios. It also includes the results of the Group's stake in the venture capital fund, Propel Venture Partners.

The breakdown of the Group's total assets by each of BBVA's operating segments and the Corporate Center as of 31st March, 2026 and 31st December, 2025 was as follows:

	As of 31st March, 2026	As of 31st December, 2025
	(in millions of euros)	
Spain	474,365	458,090
Mexico	185,748	182,654
Türkiye	94,215	90,702
South America	81,103	76,624
Rest of Business	95,249	88,354
Subtotal Assets by Operating Segment	930,680	896,424
Corporate Center	(36,413)	(36,848)
Total Assets Group	894,267	859,576

The following tables set forth certain summarised information relating to the profit (loss) attributable to the parent company and income, respectively, for each of BBVA's operating segments and the Corporate Center for the three months ended 31st March, 2026 and 2025. Such information is presented under management criteria; however, for the three months ended 31st March, 2026 and 2025, there are no differences between the sum of the income statements of BBVA's operating segments and the Corporate Center (calculated in accordance with management criteria used to report segment financial information) and the consolidated income statement of the Group.

	Profit / (Loss) Attributable to Parent Company		Per cent. of Profit / (Loss) Attributable to Parent Company ⁽¹⁾	
	Three months ended 31st March,			
	2026	2025	2026	2025
	(in millions of euros)		(in percentage)	
Spain	1,095	1,012	33.2	35.0
Mexico	1,453	1,329	44.1	45.9
Türkiye	263	158	8.0	5.5
South America	249	214	7.6	7.4
Rest of Business	236	180	7.2	6.2
Subtotal operating segments	3,295	2,893	100.0	100.0
Corporate Center	(305)	(195)		
Profit attributable to parent company	2,989	2,698		

(¹) Based on subtotal from operating segments.

	Spain	Mexico	Türkiye	Operating Segments South America Rest of Business (in millions of euros)	Corporate Center	Group
March 2026						
Net interest income / (expense)	1,656	3,136	1,121	1,474	232	7,537
Gross income	2,653	4,274	1,712	1,626	595	10,652
Operating profit / (loss) before tax	1,575	2,064	666	561	300	4,722
Profit / (loss) attributable to parent company	1,095	1,453	263	249	236	2,989
March 2025						
Net interest income / (expense)	1,598	2,767	701	1,232	188	6,398
Gross income	2,518	3,705	1,267	1,439	435	9,324
Operating profit / (loss) before tax	1,538	1,847	453	507	230	4,348
Profit / (loss) attributable to parent company	1,012	1,329	158	214	180	2,698

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The following tables set forth summarised information relating to the balance sheet of the operating segments and the Corporate Center and adjustments as of 31st March, 2026 and 31st December, 2025. Information relating to the Türkiye operating segment as of 31st March, 2026 has been presented under management criteria. Therefore, in the case of the table relating to 31st March, 2026, the summarised information relating to the balance sheet of the operating segments and the Corporate Center is reconciled to the summarised balance sheet information of the Group. The Adjustments column in the table as of 31st March, 2026 shows the differences between the Group balance sheet information and the balance sheet information calculated in accordance with management criteria used to report segment financial information.

As of 31st March, 2026									
	Spain	Mexico	Türkiye (1)	South America	Rest of Business	Total Operati ng Segmen ts	Corporat e Center	Adjustmen ts ⁽¹⁾	Group
	(in millions of euros)								
Total Assets	474,365	185,748	94,215	81,103	95,249	930,680	(36,413)	—	894,267
Cash, cash balances at central banks and other demand deposits	11,503	9,434	9,593	8,279	7,545	46,354	(256)	(189)	45,909
Financial assets at fair value ⁽²⁾	134,513	59,481	8,133	11,665	2,612	216,405	2,884	(120)	219,169
Financial assets at amortised cost	268,949	109,712	71,519	57,431	84,390	592,001	(680)	(3,823)	587,499
Loans and advances to customers	195,110	101,835	56,952	53,644	75,432	482,974	(1,246)	(2,779)	478,949
Total Liabilities	458,891	174,163	84,825	73,714	89,734	881,327	(47,864)	—	833,463
Financial liabilities held for trading and designated at fair value through profit or loss	95,873	30,966	1,868	2,531	772	132,010	(3,892)	—	128,117
Financial liabilities at amortised cost - Customer deposits	248,520	99,308	65,433	56,996	38,048	508,304	(51)	(3,194)	505,059
Total Equity	15,474	11,584	9,390	7,389	5,516	49,353	11,451	—	60,804
Assets under management	118,976	72,169	26,823	9,454	755	228,176			
Mutual funds	92,741	64,611	19,208	9,454	—	186,014			
Pension funds	26,234	—	7,615	—	755	34,604			
Other placements	—	7,558	—	—	—	7,558			

(1) As a result of the agreement for the sale of the Romanian subsidiaries of Garanti BBVA, the assets and liabilities of the affected companies were reclassified to “Non-current assets and disposal groups classified as held for sale” and “Liabilities included in disposal groups classified as held for sale”, respectively, in the Group’s consolidated balance sheet as of 31st March, 2026. However, information in this section is presented under management criteria, pursuant to which the related balance sheet items in the Türkiye operating segment have not been reclassified into these line items and are shown instead in their pre-reclassification line items as of 31st March, 2026.

(2) Financial assets at fair value includes: “Financial assets held for trading”, “Non-trading financial assets mandatorily at fair value through profit or loss”, “Financial assets designated at fair value through profit or loss” and “Financial assets at fair value through other comprehensive income”.

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As of 31st December, 2025								
	Spain	Mexico	Türkiye	South America	Rest of Business	Total Operating Segments	Corporate Center	Group
	(in millions of euros)							
Total Assets	458,090	182,654	90,702	76,624	88,354	896,424	(36,848)	859,576
Cash, cash balances at central banks and other demand deposits	19,929	10,417	9,061	8,073	11,559	59,039	(202)	58,837
Financial assets at fair value ⁽¹⁾	119,910	60,136	5,010	10,602	1,928	197,587	(3,314)	194,272
Financial assets at amortised cost	263,437	105,494	72,047	54,283	74,292	569,552	(660)	568,893
Loans and advances to customers	192,959	97,259	53,745	51,235	66,418	461,618	(1,217)	460,401
Total Liabilities	442,920	171,639	81,467	69,352	83,152	848,529	(50,752)	797,778
Financial liabilities held for trading and designated at fair value through profit or loss	82,785	32,584	1,690	2,430	764	120,252	(9,918)	110,334
Financial liabilities at amortised cost - Customer deposits	251,430	93,855	62,984	53,375	40,932	502,577	(75)	502,501
Total Equity	15,171	11,015	9,235	7,271	5,202	47,895	13,903	61,798
Assets under management	119,535	69,533	26,290	8,271	736	224,365		
Mutual funds	92,820	62,657	19,436	8,271	—	183,183		
Pension funds	26,715	—	6,855	—	736	34,306		
Other placements	—	6,876	—	—	—	6,876		

(1) Financial assets at fair value includes: “Financial assets held for trading”, “Non-trading financial assets mandatorily at fair value through profit or loss”, “Financial assets designated at fair value through profit or loss” and “Financial assets at fair value through other comprehensive income”.

Spain

This operating segment includes all of BBVA’s banking and non-banking businesses in Spain, other than those included in the Corporate Center. The primary business units included in this operating segment are:

- **Spanish Retail Network:** including individual customers, private banking, small companies and businesses in the domestic market;
- **Corporate and Business Banking:** which manages small and medium-sized enterprises (SMEs), companies and corporations, and public institutions;
- **Corporate and Investment Banking:** responsible for business with large corporations and multinational groups and the trading floor and distribution business in Spain; and
- **Other units:** which includes the insurance business unit in Spain (BBVA Seguros) as well as the Group's shareholding in Compañía de Seguros y Reaseguros, S.A., the Group’s Asset Management unit (which manages Spanish mutual funds and pension funds), lending to real estate developers and foreclosed real estate assets in Spain, as well as certain proprietary portfolios and certain funding and structural interest-rate positions of the euro balance sheet which are not included in the Corporate Center.

Cash, cash balances at central banks and other demand deposits amounted to €11,503 million as of 31st March, 2026, a 42.3 per cent. decrease compared with the €19,929 million recorded as of 31st December, 2025, mainly driven by the widening of the credit gap, the purchase of debt securities and the payment of dividends, partially offset by the proceeds of debt issuances completed during the three months ended 31st March, 2026.

Financial assets at fair value of this operating segment (which includes the following portfolios: “Financial assets held for trading”, “Non-trading financial assets mandatorily at fair value through profit or loss”, “Financial assets designated at fair value through profit or loss” and “Financial assets at fair value through other

comprehensive income”) amounted to €134,513 million as of 31st March, 2026, a 12.2 per cent. increase from the €119,910 million recorded as of 31st December, 2025, mainly as a result of the increase in holdings of sovereign debt securities of European countries, the increase in derivatives and the increase in loans and advances through reverse repurchase agreements in the corporate portfolio, all of which were recorded under “Financial assets held for trading”.

Financial assets at amortised cost of this operating segment as of 31st March, 2026 amounted to €268,949 million, a 2.1 per cent. increase compared with the €263,437 million recorded as of 31st December, 2025. Within this heading, loans and advances to customers amounted to €195,110 million as of 31st March, 2026, a 1.1 per cent. increase compared with the €192,959 million recorded as of 31st December, 2025, mainly due to increases in the corporate loan portfolio, consumer loans, including credit cards, and mortgage loans. In addition, within this heading, debt securities of this operating segment as of 31st March, 2026 amounted to €58,015 million, a 4.5 per cent. increase compared with the €55,491 million recorded as of 31st December, 2025.

Financial liabilities held for trading and designated at fair value through profit or loss of this operating segment as of 31st March, 2026 amounted to €95,873 million, a 15.8 per cent. increase compared with the €82,785 million recorded as of 31st December, 2025, mainly due to the increase in deposits (through repurchase agreements), supported by higher liquidity in the financial system and, to a lesser extent, the increase in derivatives.

Customer deposits at amortised cost of this operating segment as of 31st March, 2026 amounted to €248,520 million, a 1.2 per cent. decrease compared with the €251,430 million recorded as of 31st December, 2025, mainly due to the decrease in corporate time deposits and time deposits from public institutions within the Corporate and Investment Banking portfolio, affected by the usual seasonality of the quarter.

Off-balance sheet funds of this operating segment (which includes “Mutual funds” (including customers’ portfolios) and “Pension funds”) as of 31st March, 2026 amounted to €118,976 million, a 0.5 per cent. decrease compared with the €119,535 million recorded as of 31st December, 2025.

This operating segment’s NPL ratio (defined as NPLs divided by total credit risk and calculated as the sum of impaired loans and advances to customers, impaired guarantees to customers and other impaired commitments divided by the sum of loans and advances to customers, guarantees to customers and other commitments) decreased to 2.9 per cent. as of 31st March, 2026 from 3.0 per cent. as of 31st December, 2025. This ratio was positively affected by a decrease in the amount of non-performing mortgage loans due to recoveries, and a portfolio sale, alongside the increases in the corporate loan portfolio, consumer loans, including credit cards, and mortgage loans, increasing the overall loans and advances to customers in the ratio’s denominator. This operating segment’s NPL coverage ratio (defined as allowance for credit losses divided by NPLs and calculated as loss allowances on loans and advances divided by the sum of impaired loans and advances to customers, impaired guarantees to customers and other impaired commitments) increased to 69 per cent. as of 31st March, 2026 from 67 per cent. as of 31st December, 2025, as a result, in part, of the fact that the reduction in non-performing mortgage loans was concentrated in secured loans (mortgages), which typically carry a lower coverage level than the portfolio’s average.

Mexico

The Mexico operating segment includes the banking, insurance and asset management business conducted in Mexico by BBVA Mexico. It also includes BBVA Mexico's agency in Houston.

The Mexican peso appreciated by 2.0 per cent. against the euro as of 31st March, 2026 compared with 31st December, 2025, positively affecting the business activity of the Mexico operating segment as of 31st March, 2026 expressed in euros.

Cash, cash balances at central banks and other demand deposits amounted to €9,434 million as of 31st March, 2026, a 9.4 per cent. decrease compared with the €10,417 million recorded as of 31st December, 2025, mainly driven by the decrease in cash balances at the Mexican Central Bank, as a result of the reduction in repurchase agreements activity, partially offset by the proceeds of debt issuances completed during the three months ended 31st March, 2026.

Financial assets at fair value of this operating segment (which includes the following portfolios: “Financial assets held for trading”, “Non-trading financial assets mandatorily at fair value through profit or loss”, “Financial assets designated at fair value through profit or loss” and “Financial assets at fair value through other comprehensive income”) as of 31st March, 2026 amounted to €59,481 million, a 1.1 per cent. decrease from the €60,136 million recorded as of 31st December, 2025, mainly due to a decrease in trading derivatives, partially offset by the increase in loans and advances through reverse repurchase agreements recorded under “Financial assets held for trading”.

Financial assets at amortised cost of this operating segment as of 31st March, 2026 amounted to €109,712 million, a 4.0 per cent. increase compared with the €105,494 million recorded as of 31st December, 2025. Within this heading, loans and advances to customers of this operating segment as of 31st March, 2026 amounted to €101,835 million, a 4.7 per cent. increase compared with the €97,259 million recorded as of 31st December, 2025, mainly attributable to increases in the volume of loans to non-financial corporations and consumer loans supported by commercial campaigns.

Financial liabilities held for trading and designated at fair value through profit or loss of this operating segment as of 31st March, 2026 amounted to €30,966 million, a 5.0 per cent. decrease compared with the €32,584 million recorded as of 31st December, 2025, mainly as a result of the decrease in trading derivatives.

Customer deposits at amortised cost of this operating segment as of 31st March, 2026 amounted to €99,308 million, a 5.8 per cent. increase compared with the €93,855 million recorded as of 31st December, 2025, primarily due to increases in demand deposits from the general governments portfolios.

Off-balance sheet funds of this operating segment (which includes "Mutual funds" (including customers' portfolios) and "Other placements") as of 31st March, 2026 amounted to €72,169 million, a 3.8 per cent. increase compared with the €69,533 million as of 31st December, 2025, mainly as a result of the continuing search by customers for higher-return investments, which continued to boost mutual funds.

This operating segment's NPL ratio (as defined in “Spain” above) decreased to 2.6 per cent. as of 31st March, 2026 from 2.7 per cent. as of 31st December, 2025, mainly due to increases in activity and decreases in the non-performing retail loan portfolios. This operating segment's NPL coverage ratio (as defined in “Spain” above) increased to 129 per cent. as of 31st March, 2026 from 124 per cent. as of 31st December, 2025.

Türkiye

This operating segment comprises the activities carried out by Garanti BBVA as an integrated financial services group operating in the banking, insurance and asset management business in Türkiye, including corporate, commercial, SME, payment systems, retail, private and investment banking, together with its subsidiaries in pension and life insurance, leasing, factoring, brokerage and asset management, as well as its international subsidiaries in Romania and the Netherlands.

On 28th March, 2026, Garanti BBVA reached an agreement with Raiffeisen Bank SA, the Romanian subsidiary of the Austrian bank, Raiffeisen Bank International AG, to sell 100 per cent. of Garanti BBVA's subsidiaries in Romania. The consideration is subject to certain adjustments for matters between the signing and closing dates of the transaction. The transaction is expected to close during the fourth quarter of 2026, subject to obtaining the relevant regulatory authorisations from the competent authorities. As a result of the execution of the aforementioned agreement, the assets and liabilities of the affected companies were reclassified to “Non-current assets and disposal groups classified as held for sale” and “Liabilities included in disposal groups classified as held for sale” in the Group's consolidated balance sheet as of 31st March, 2026. However, information in this section is presented under management criteria, pursuant to which the related balance sheet items in the Türkiye operating segment have not been reclassified into these line items and are shown instead in their pre-reclassification line items as of 31st March, 2026. The profit (loss) of these companies was not reclassified to “Profit / (loss) from discontinued operations, net” in either the Group's consolidated income statement or the Türkiye operating segment for the three months ended 31st March, 2026, and has been included instead within each corresponding line item in the Group's consolidated income statement.

The Turkish lira depreciated by 1.3 per cent. against the euro as of 31st March, 2026 compared to 31st December, 2025, adversely affecting the business activity of the Türkiye operating segment as of 31st March, 2026 expressed in euros.

Since the first half of 2022, the Turkish economy has been considered to be hyperinflationary as defined by IAS 29 “Financial Reporting in Hyperinflationary Economies”.

Cash, cash balances at central banks and other demand deposits amounted to €9,593 million as of 31st March, 2026, a 5.9 per cent. increase compared with the €9,061 million recorded as of 31st December, 2025, mainly driven by the increase in equity, due to retained earnings, partially offset by an increase in the credit gap (loans grew more than deposits).

Financial assets at fair value of this operating segment (which includes the following portfolios: “Financial assets held for trading”, “Non-trading financial assets mandatorily at fair value through profit or loss”, “Financial assets designated at fair value through profit or loss” and “Financial assets at fair value through other comprehensive income”) as of 31st March, 2026 amounted to €8,133 million, a 62.3 per cent. increase from the €5,010 million recorded as of 31st December, 2025, mainly due to the purchase of short-term debt securities, as part of the liquidity management strategy during the three months ended 31st March, 2026.

Financial assets at amortised cost of this operating segment as of 31st March, 2026 amounted to €71,519 million, a 0.7 per cent. decrease compared with the €72,047 million recorded as of 31st December, 2025. Within this heading, loans and advances to customers of this operating segment as of 31st March, 2026 amounted to €56,952 million, a 6.0 per cent. increase compared with the €53,745 million recorded as of 31st December, 2025, mainly due to the increase in the volume of Turkish lira-denominated commercial loans and credit cards, due, in part, to the measures adopted by the Turkish authorities (e.g., the lessening of loan reserve requirements) to encourage Turkish lira-denominated loans. In addition, within this heading, debt securities of this operating segment as of 31st March, 2026 amounted to €5,973 million, a 5.2 per cent. decrease compared with the €6,299 million recorded as of 31st December, 2025, as a result of decreases in the volume of local currency-denominated bonds as part of BBVA’s liquidity management measures. Further, loans and advances to central banks decreased in the three months ended 31st March, 2026, mainly driven by changes in the reserve requirement framework applicable to Turkish lira deposits introduced by the Central Bank of the Republic of Türkiye, which reduced the amount of required balances held with the central bank.

Financial liabilities held for trading and designated at fair value through profit or loss of this operating segment as of 31st March, 2026 amounted to €1,868 million, a 10.5 per cent. increase compared with the €1,690 million recorded as of 31st December, 2025, mainly due to the increasing in trading derivatives.

Customer deposits at amortised cost of this operating segment as of 31st March, 2026 amounted to €65,433 million, a 3.9 per cent. increase compared with the €62,984 million recorded as of 31st December, 2025, mainly due to the increase in Turkish lira-denominated wholesale time deposits and retail demand deposits as a result of high interest rates, supporting new inflows into Turkish lira-denominated savings products.

Off-balance sheet funds of this operating segment (which includes “Mutual funds” and “Pension funds”) as of 31st March, 2026 amounted to €26,823 million, a 2.0 per cent. increase compared with the €26,290 million as of 31st December, 2025.

The NPL ratio (as defined in “Spain” above) of this operating segment increased to 4.1 per cent. as of 31st March, 2026 from 3.9 per cent. as of 31st December, 2025, mainly as a result of increases in the balance of non-performing retail loans, partially offset by the increase in the volume of Turkish lira-denominated consumer and wholesale loans, and the sale of NPL portfolios and certain recoveries. This operating segment’s NPL coverage ratio (as defined in “Spain” above) decreased to 74 per cent. as of 31st March, 2026 from 76.0 per cent. as of 31st December, 2025.

South America

The South America operating segment includes the Group’s banking, finance, insurance and asset management business mainly in Argentina, Chile, Colombia, Peru, Uruguay, Venezuela and Brazil.

The main business units included in the South America operating segment are:

- ***Retail and Corporate Banking***: includes banks in Argentina, Chile, Colombia, Peru, Uruguay, Venezuela and Brazil.

- **Insurance:** includes insurance businesses in Argentina, Colombia and Venezuela.

As of 31st March, 2026, the Argentine peso and the Colombian peso appreciated against the euro by 6.9 per cent. and 4.6 per cent., respectively, compared to 31st December, 2025. On the other hand, Peruvian sol depreciated by 1.8 per cent. compared to 31st December, 2025. Other currencies in the region have less impact on BBVA's financial condition and results of operations. Overall, changes in exchange rates resulted in a positive exchange rate effect on the business activity of the South America operating segment as of 31st March, 2026 expressed in euros.

As of 31st March, 2026 and 31st December, 2025, the Argentine and Venezuelan economies were considered to be hyperinflationary as defined by IAS 29 "Financial Reporting in Hyperinflationary Economies".

Cash, cash balances at central banks and other demand deposits as of 31st March, 2026 amounted to €8,279 million, a 2.6 per cent. increase compared with the €8,073 million recorded as of 31st December, 2025, mainly driven by the appreciation of the Argentine peso and the Colombian peso against the euro, and supported by the credit gap tightening (as deposits increased more than loans) in the region.

Financial assets at fair value for this operating segment (which includes the following portfolios: "Financial assets held for trading", "Non-trading financial assets mandatorily at fair value through profit or loss", "Financial assets designated at fair value through profit or loss" and "Financial assets at fair value through other comprehensive income") as of 31st March, 2026 amounted to €11,665 million, a 10.0 per cent. increase compared with the €10,602 million recorded as of 31st December, 2025, mainly due to the increase in derivatives in Argentina and trading derivatives and loans and advances in Colombia, and the appreciation of the Argentine peso and the Colombian peso against the euro, partially offset by the decrease in debt securities in Colombia.

Financial assets at amortised cost of this operating segment as of 31st March, 2026 amounted to €57,431 million, a 5.8 per cent. increase compared with the €54,283 million recorded as of 31st December, 2025. Within this heading, loans and advances to customers of this operating segment as of 31st March, 2026 amounted to €53,644 million, a 4.7 per cent. increase compared with the €51,235 million recorded as of 31st December, 2025, mainly as a result of increases in household loans and corporate loans in Argentina and Colombia (supported by the appreciation of the Argentine peso and the Colombian peso against the euro).

Financial liabilities held for trading and designated at fair value through profit or loss of this operating segment as of 31st March, 2026 amounted to €2,531 million, a 4.2 per cent. increase compared with the €2,430 million recorded as of 31st December, 2025, mainly due to increases in derivatives in Colombia and the appreciation of the Argentine peso and the Colombian peso against the euro, partially offset by the decrease in deposits in Colombia.

Customer deposits at amortised cost of this operating segment as of 31st March, 2026 amounted to €56,996 million, a 6.8 per cent. increase compared with the €53,375 million recorded as of 31st December, 2025, mainly as a result of increases in demand deposits from general governments in Colombia and Argentina, increases in time deposits from small and medium-sized enterprises and demand deposits from households in Peru, and the appreciation of the Argentine peso and the Colombian peso against the euro.

Off-balance sheet funds of this operating segment (which includes "Mutual funds", including customers' portfolios, in Argentina, Colombia and Peru) as of 31st March, 2026 amounted to €9,454 million, a 14.3 per cent. increase compared with the €8,271 million as of 31st December, 2025, mainly due to increases in mutual funds in Argentina and Colombia, as a result of the shift towards higher-return investments, and the appreciation of the Argentine peso and the Colombian peso against the euro.

The NPL ratio (as defined in "Spain" above) of this operating segment increased to 4.2 per cent. as of 31st March, 2026 from 4.0 per cent. as of 31st December, 2025, mainly as a result of the higher impairment requirements in the retail loan portfolio in Argentina, partially offset by the decrease in NPLs in the retail portfolios in Peru and Colombia. This operating segment's NPL coverage ratio (as defined in "Spain" above) decreased to 90.0 per cent. as of 31st March, 2026, from 92 per cent. as of 31st December, 2025 as a result of the abovementioned increases in NPLs in the retail portfolio in Argentina.

Rest of Business

This operating segment mainly includes the wholesale activity carried out by the Group in Europe (excluding Spain), the United States and (through BBVA branches located therein) Asia, as well as the Group's digital banks in Italy and Germany.

The U.S. dollar appreciated by 2.2 per cent. against the euro as of 31st March, 2026 compared to 31st December, 2025, positively affecting the business activity of the Rest of Business operating segment as of 31st March, 2026 expressed in euros.

Cash, cash balances at central banks and other demand deposits as of 31st March, 2026 amounted to €7,545 million, a 34.7 per cent. decrease compared with the €11,559 million recorded as of 31st December, 2025, mainly driven by the credit gap widening within this operating segment (as loans increased and deposits decreased).

Financial assets at fair value for this operating segment (which includes the following portfolios: "Financial assets held for trading", "Non-trading financial assets mandatorily at fair value through profit or loss", "Financial assets designated at fair value through profit or loss" and "Financial assets at fair value through other comprehensive income") as of 31st March, 2026 amounted to €2,612 million, a 35.5 per cent. increase compared with the €1,928 million recorded as of 31st December, 2025, mainly as a result of the increase in loans and advances through reverse repurchase agreements in the corporate portfolio, and the increase in holdings of sovereign debt securities of European countries, all of which were recorded under "Financial assets held for trading".

Financial assets at amortised cost of this operating segment as of 31st March, 2026 amounted to €84,390 million, a 13.6 per cent. increase compared with the €74,292 million recorded as of 31st December, 2025. Within this heading, loans and advances to customers of this operating segment as of 31st March, 2026 amounted to €75,432 million, a 13.6 per cent. increase compared with the €66,418 million recorded as of 31st December, 2025, mainly due to increased wholesale loans in the New York branch and Europe driven by increased activity, supported by a relatively low interest rate environment and the evolution of market conditions.

Financial liabilities held for trading and designated at fair value through profit or loss of this operating segment as of 31st March, 2026 amounted to €772 million, a 1.0 per cent. increase compared with the €764 million recorded as of 31st December, 2025.

Customer deposits at amortised cost of this operating segment as of 31st March, 2026 amounted to €38,048 million, a 7.0 per cent. decrease compared with the €40,932 million recorded as of 31st December, 2025, mainly as a result of a decrease in corporate time deposits in the New York branch and Europe due, in part, to the shift towards liquid trading financial instruments, partially offset by the increase in household demand deposits.

Off-balance sheet funds of this operating segment (which consists of pension funds, including customers' portfolios) as of 31st March, 2026 amounted to €755 million, a 2.6 per cent. increase compared with the €736 million recorded as of 31st December, 2025.

The NPL ratio (as defined in "Spain" above) of this operating segment decreased to 0.1 per cent. as of 31st March, 2026 from 0.2 per cent. as of 31st December, 2025, mainly due to increased wholesale loan activity in the New York branch and Europe (which led to an increase in the denominator). This operating segment's NPL coverage ratio (as defined in "Spain" above) increased to 197 per cent. as of 31st March, 2026 from 172 per cent. as of 31st December, 2025, mainly as a result of increases in the coverage level of certain corporate loans.

Organisational Structure

For information on the composition of the Group as of 31st December, 2025, see Note 1.1 to the 2025 Consolidated Financial Statements.

The companies comprising the Group are principally domiciled in the following countries: Argentina, Belgium, Chile, Colombia, France, Germany, Italy, Mexico, Netherlands, Peru, Portugal, Romania, Spain, Switzerland,

DESCRIPTION OF BANCO BILBAO VIZCAYA ARGENTARIA, S.A.

Türkiye, the United Kingdom, the United States of America and Uruguay. In addition, BBVA has an active presence in Asia.

Below is a simplified organisational chart of BBVA's most significant subsidiaries as of 31st December, 2025.

Subsidiary	Country of Incorporation	Activity	BBVA Voting Power (in percentages)	BBVA Ownership (in percentages)	Total Assets ⁽¹⁾ (in millions of euros)
BBVA MÉXICO, S.A., INSTITUCIÓN DE BANCA MÚLTIPLE, GRUPO FINANCIERO BBVA MÉXICO	MEXICO	Bank	100.00	100.00	155,059
TÜRKİYE GARANTI BANKASI A.Ş.	TÜRKİYE	Bank	85.97	85.97	72,157
BANCO BBVA PERU	PERU	Bank	94.26 ⁽²⁾	47.13	28,019
BBVA COLOMBIA S.A.	COLOMBIA	Bank	96.35	96.35	23,027
BBVA SEGUROS S.A. DE SEGUROS Y REASEGUROS	SPAIN	Insurance	99.96	99.96	13,879
BANCO BBVA ARGENTINA S.A.	ARGENTINA	Bank	67.00	66.55	14,085
BBVA SEGUROS MÉXICO, S.A. DE C.V., GRUPO FINANCIERO BBVA MEXICO	MEXICO	Insurance	99.98	100.00	13,366
GARANTIBANK BBVA INTERNATIONAL N.V. ⁽³⁾	THE NETHERLANDS	Bank	85.97	100.00	10,746
BBVA PENSIONES MEXICO, S.A. DE C.V., GRUPO FINANCIERO BBVA MEXICO	MEXICO	Insurance	100.00	100.00	8,754
BANCO BILBAO VIZCAYA ARGENTARIA URUGUAY S.A.	URUGUAY	Bank	100.00	100.00	4,016

(1)Information for non-EU subsidiaries has been calculated using the prevailing exchange rates on 31st December, 2025.

(2)Subject to certain exceptions.

(3)BBVA owns 85.97 per cent. of Garanti BBVA, which in turn owns 100 per cent. of GarantiBank International N.V.

Selected Consolidated Financial Data

The historical financial information set forth below has been selected from, and should be read together with, the Consolidated Financial Statements, which are incorporated by reference herein.

Consolidated statement of income data

	For the three months ended 31st March, 2026		For the year ended 31st December, 2025		2024
	(in millions of euros)				
Net interest income.....	7,537	6,398	26,280	25,267	
Profit (loss).....	4,722	4,348	11,126	10,575	
Profit (loss) attributable to owners of the parent.....	2,989	2,698	10,511	10,054	

Consolidated balance sheet data

	As at 31st March,	As at 31st December,	
	2026	2025	2024
	(in millions of euros)		
Total assets	894,267	859,576	772,402
Financial assets at amortised cost.....	587,499	568,893	502,400
Customers' deposits at amortised cost	505,059	502,501	447,646
Debt certificates.....	94,091	87,839	74,464
Non-controlling interests	4,534	4,441	4,359
Total equity	60,804	61,798	60,014

DIRECTORS AND SENIOR MANAGEMENT

BBVA is managed by a Board of Directors which, in accordance with its current by-laws (*Estatutos*), must consist of no less than 5 and no more than 15 members. All members of the Board of Directors are elected to serve three-year terms. BBVA's Board of Directors Regulations state that the Board of Directors must try to ensure that there is an ample majority of non-executive directors over the number of executive directors on the Board of Directors.

BBVA's corporate governance system is based on the distribution of functions between the Board of Directors and the following specialised Board Committees: the Executive Committee (*Comisión Delegada Permanente*); the Audit Committee; the Appointments and Corporate Governance Committee; the Remuneration Committee; the Risk and Compliance Committee; and the Technology and Cybersecurity Committee. BBVA's Board of Directors is assisted in fulfilling its responsibilities by the Executive Committee. The Executive Committee will deal with those matters of the Board of Directors that the Board agrees to delegate to it, in accordance with the law, the Bylaws, the Board of Directors' Regulations or its own Regulations approved by the Board of Directors.

Board of Directors

The Board of Directors of BBVA currently comprises 15 members, 13 of which are non-executive directors and two are executive directors. The business address of the directors of BBVA is Calle Azul, 4, 28050 Madrid.

BBVA may, from time to time, enter into transactions in the ordinary course of its business, and on an arm's-length basis, with the directors.

BBVA's Board of Directors Regulations include rules which are designed to prevent situations where a potential conflict of interest may arise. These Regulations provide, among other matters, that directors must refrain from participating in deliberations and votes on resolutions or decisions in which they or a related party may have a direct or indirect conflict of interest, unless these are decisions relating to the appointment or removal of positions of the management body. Accordingly, there are no potential conflicts of interest between the private interests or other duties of the directors and their duties to BBVA.

The following table sets forth the names of the members of the Board of Directors as of the date of this Offering Circular, their date of appointment and, if applicable, re-election, their current positions and their principal activities outside the Issuer and employment history.

Name	Birth Year	Current Position	Date Nominated	Date Re-elected	Principal Business Activities and Employment History(*)
Carlos Torres Vila ⁽¹⁾ (6)	1966	Chair	4th May, 2015	21st March, 2025	Chair of the Board of Directors of BBVA since December 2018. Chair of the Executive Committee and of the Technology and Cybersecurity Committee. Director at the following BBVA Group companies: Grupo Financiero BBVA México, S.A. de C.V. and BBVA México S.A., Institución de Banca Múltiple, Grupo Financiero BBVA México. Chief Executive Officer of BBVA (May 2015 – December 2018). He held senior management posts at BBVA, including Head of Digital Banking (March 2014 – May 2015) and Head of Corporate Development & Strategy (January 2009 – March 2014). He previously held positions of

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Name	Birth Year	Current Position	Date Nominated	Date Re-elected	Principal Business Activities and Employment History(*)
					responsibility in other companies, such as Chief Financial Officer, Head of Corporate Strategy and member of the Executive Committee of Endesa, as well as elected partner at McKinsey & Company.
Onur Genç ⁽¹⁾	1974	Chief Executive Officer	20th December, 2018	21st March, 2025	Chief Executive Officer of BBVA since December 2018. Director at the following BBVA Group companies: Grupo Financiero BBVA México, S.A. de C.V. and BBVA México S.A., Institución de Banca Múltiple, Grupo Financiero BBVA México. President and CEO of BBVA USA and BBVA's Country Manager in the United States (2017 – 2018). Deputy CEO at Garanti BBVA (2015 – 2017) and Executive Vice President for retail, private banking and payment systems at Garanti BBVA (2012 – 2015). He has also held positions of responsibility in different McKinsey & Company offices, having been a Senior Partner and Manager of its Turkish office.
José Miguel Andrés Torrecillas ⁽¹⁾ ⁽²⁾ ⁽³⁾	1955	Deputy Chair (Independent Director)	13th March, 2015	15th March, 2024	Deputy Chair of the BBVA Board of Directors since April 2019. Chair of the Audit Committee and of the Appointments and Corporate Governance Committee. Independent director of Obrascón Huarte Lain, S.A. Chair of Ernst & Young Spain (2004 – 2014), where he was a partner since 1987 and also held a series of senior offices, including Managing Partner of the Banking Group (1989 – 2004), General Managing Partner for Audit and Advisory Services Spain (2001 – 2004), and Managing Director of the Audit and Advisory practices Italy and Portugal (2008 – 2013). He has been director of Zardoya Otis, S.A. (2015 – 2022). He has been a member of various organisations such as the ROAC (Official Registry of Auditors), the REA (Registry of Economic Auditors), the Governing Board of the Spanish Institute of Financial Analysts, Empresa y Sociedad Foundation, Spanish

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Name	Birth Year	Current Position	Date Nominated	Date Re-elected	Principal Business Activities and Employment History(*)
					Institute of Chartered Accountants, Advisory Board of the Institute of Internal Auditors and the Institute of Chartered Accountants in England & Wales (the ICAEW).
Jaime Caruana Lacorte ^{(1) (3) (5)}	1952	Independent Director	16th March, 2018	15th March, 2024	General Manager of the Bank of International Settlements (BIS) (2009 – 2017). Head of the Monetary and Capital Markets Department and Financial Counselor to the General Manager at the International Monetary Fund (IMF) (2006 – 2009). Chair of the Basel Committee on Banking Supervision (2003 – 2006). Governor of the Bank of Spain and member of the Governing Council of the European Central Bank (2000 – 2006).
Enrique Casanueva Nárdiz ^{(2) (5)}	1961	Independent Director	15th March, 2024	Not applicable	He has held various positions of responsibility at J.P. Morgan, as Managing Director of Investment Banking for Spain and Portugal (2000 – 2006), President and CEO of Spain and Portugal and member of the EMEA Management Committee (2006 – 2015), Head of Southern Europe, Nordic Countries, Central and Eastern Europe, Ireland and Israel, and member of the EMEA Executive Committee (2015 – 2017) and Senior Advisor and member of EMEA Advisory Council (2019 – 2024). Previously, he served as Managing Director of Investment Banking for Spain and Portugal at Banco Santander in the Santander Investment Area (1995 – 2000) and Executive Director in the Investment Banking department at Goldman Sachs (1991 – 1995).
Sonia Dulá ^{(2) (4)}	1961	Independent Director	17th March, 2023	20th March, 2026	Director at Huntsman Corporation, Acciona, S.A. and Corporación Acciona Energías Renovables, S.A., as well as lifetime member of the Council on Foreign Relations. She has held various senior positions at Bank of America Merrill Lynch, including Vice Chair for Latin America (2013 – 2018), Head of Wealth Management for Latin America (2010 – 2013) and Head

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Name	Birth Year	Current Position	Date Nominated	Date Re-elected	Principal Business Activities and Employment History(*)
					of Corporate and Investment Banking for Latin America (2007 – 2010). She also served as Executive Director and Vice President of Investment Banking and Capital Markets at Goldman Sachs (1986 – 1995). She has sat on the boards of Bestinver, Grupo Prisa, Millicom, Hemisphere Media, Council of the Americas, Women's World Banking, and The Adrienne Arsht Center for the Performing Arts. She has also been a member of the International Advisory Board of Banco Itaú (Brazil), the Young Presidents Organization (YPO) and the Bank of America Global Diversity and Inclusion Council.
Raúl Galamba de Oliveira ⁽³⁾ ^{(5) (6) (7)}	1964	Independent Director	13th March, 2020	20th March, 2026	Lead Director of BBVA since April 2022 and Chair of the Risk and Compliance Committee. Independent Chair of the Board of Directors of CTT- Correios de Portugal, S.A. and non-executive director of José de Mello Capital. His career path has been mainly linked to McKinsey & Company, where he was appointed partner in 1995, Head of the global practice of financial services in 2000, Managing Partner for Spain and Portugal (2005 – 2011), Managing Partner of Global Risk practice (2013 – 2016), member of the Global Shareholders Council (2005 – 2011), member of the Partner Election and Evaluation Committees (2001 – 2017), member of the Remuneration Committee (2005 – 2013) and Chair of the Global Learning Board (2006 – 2011).
Belén Garijo López ^{(1) (3)}	1960	External Director	16th March, 2012	15th March, 2024	CEO of Sanofi Aventis. Chair of the European side of the EU-Japan Business Round Table, member of the Executive Committee of the German Chemical Industry Association, member of the European Round Table for Industry, member of The Business Council and member of The European Innovation Council (EIC). She has been a member of the Board of Directors of L'Oréal (2014-2024). Previously, she has held various positions of responsibility

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Name	Birth Year	Current Position	Date Nominated	Date Re-elected	Principal Business Activities and Employment History(*)
					at Abbot Laboratories (1989 – 1996), Rhône-Poulenc (1996 – 1999), Aventis Pharma (1999 – 2004), Sanofi Aventis (2004 – 2011) and Merck (2011 – 2026).
Connie Hedegaard Koksang ⁽²⁾	1960	Independent Director	18th March, 2022	21st March, 2025	Independent director at Danfoss A/S. She participates in international forums, organisations and foundations, including as member of the Board of Trustees of the European Climate Foundation, Chair of the OECD Roundtable on Sustainable Development, member of the Climate and Environment Advisory Council of the European Investment Bank (EIB), Chair of the European Commission's Mission on Adaptation to Climate Change, including Social Change, and Vice Chair of the Mærsk Mc-Kinney Møller Center for Zero Carbon Shipping Foundation and the Villum Foundation. She is also Chair of the Board at Aarhus University, member of the Sustainability Advisory Council at Volkswagen and advisor to the Board of Directors of Gazelle Wind Power Limited. She has been a non-executive director of the Supervisory Board of Nordex SE (2016 – 2022) and of the Board of Cadeler A/S (2020 – 2023). She has held various positions in the public sector in Denmark and the EU, such as EU Commissioner for Climate Action, Danish Minister of Climate and Energy, Minister of Environment, and Minister of Nordic Cooperation.
Jorge Montalbo Todolí ⁽²⁾	1965	Independent Director	20 th March, 2026	Not applicable	Member of the Board of Trustees of Estimia Foundation since 2022 and independent director of Medvida Partners, S.A. de Seguros y Reaseguros (2022 – 2026). He developed his professional career at Deloitte from 1990 to 2022, where he was appointed Partner of Audit & Assurance for Spain in 2004 and for Financial Services in Catalonia, Aragon and Balearic in 2014, as well as member of Deloitte's Partners Council (2014 – 2021) and co-leader for the

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Name	Birth Year	Current Position	Date Nominated	Date Re-elected	Principal Business Activities and Employment History(*)
					Insurance sector for EMEA in 2018. He is a member of the Official Register of Account Auditors and of the College of Actuaries of Catalonia.
Cristina de Parias Halcón (3) (6)	1965	External Director	15th March, 2024	Not applicable	Independent director of Sanitas Seguros. Member of the Board of Trustees of the BBVA Microfinance Foundation and of the Professor Uría Foundation, member of the IESE Alumni Executive Committee, as well as member of the Advisory Board of BUPA Europe & Latin América. Director at Endesa (2022 - 2026) and at the following Group companies until 2024: BBVA México, S.A., Institución de Banca Múltiple, Grupo Financiero BBVA México and Grupo Financiero BBVA México, S.A. de C.V. She has held positions of responsibility at BBVA such as Head of the consumer finance subsidiary (Finanzia) and CEO of Uno-e Bank (2005 – 2008), Head of New Digital Businesses (2008 – 2011), Territorial Head of the Central Region (2011 – 2014) and Country Manager for Spain and Portugal (2014 – 2019). She was also Head of Marketing and Multichannel for retail clients and Head of the Personal Banking business unit (CitiGold) at Citibank (1991 – 1998).
Ana Peralta Moreno (4) (5)	1961	Independent Director	16th March, 2018	15th March, 2024	Independent director of Grenergy Renovables, S.A. and of Inmobiliaria Colonial, SOCIMI, S.A. She was an independent member of the Board of Directors of Deutsche Bank SAE (2015 – 2018) and Banco Etcheverría, S.A. (2013 – 2014), an independent director at Grupo Lar Holding Residencial, S.A.U. (2017 – 2018) and Senior Advisor at Oliver Wyman Financial Services (2012 – 2018). Chief Risk Officer and member of the Management Committee of Banco Pastor, S.A. (2008 – 2011). Before that, she held several positions at Bankinter, including Chief Risk Officer and

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Name	Birth Year	Current Position	Date Nominated	Date Re-elected	Principal Business Activities and Employment History(*)
					member of the Management Committee (2004 – 2008).
Ana Revenga Shanklin ^{(4) (5) (6)}	1963	Independent Director	13th March, 2020	20th March, 2026	Chair of the Remuneration Committee. Member of the Board of Trustees of the BBVA Microfinance Foundation and member of the Advisory Council of ESADE EcPol - Center for Economic Policy and Political Economy. She has been Chair of the Board of Trustees at the ISEAK Foundation (2018 – 2025), Associate Professor at the Walsh School of Foreign Service at Georgetown University (2019 – 2021) and Senior Fellow at the Brookings Institution (2018 – 2023). She has held several positions of responsibility at the World Bank, including in East Asia and Pacific, Europe and Central Asia, Latin America and the Caribbean region, as well as Senior Director, Poverty and Equity Global Practice (2014 – 2016) and Deputy Chief Economist (2016 – 2017).
Carlos Salazar Lomelín ⁽⁴⁾	1951	External Director	13th March, 2020	20th March, 2026	Independent director of Sukarne S.A. de C.V., Alsea, S.A.B. de C.V. and CYDSA Corporativo, S.A. de C.V. Director of the following BBVA Group companies: Grupo Financiero BBVA México, S.A. de C.V., BBVA México, S.A., Institución de Banca Múltiple, Grupo Financiero BBVA México, BBVA Seguros México, S.A. de C.V. Grupo Financiero BBVA México, BBVA Pensiones México, S.A. de C.V. Grupo Financiero BBVA México and BBVA Seguros Salud México, S.A. de C.V. Grupo Financiero BBVA México. Chair of the Consejo Coordinador Empresarial de México (the Mexican Business Coordinating Council) (2019 – 2022). His career path has been linked to the Grupo Fomento Económico Mexicano S.A.B. de C.V. (Femsa) until 2019, having held roles such as General Manager of

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Name	Birth Year	Current Position	Date Nominated	Date Re-elected	Principal Business Activities and Employment History(*)
					Cervecería Cuauhtémoc-Moctezuma, Manager of Coca Cola Femsa and General Manager of Femsa.
Jan Verplancke ⁽⁴⁾ (6)	1963	Independent Director	16th March, 2018	15th March, 2024	Advisor to the internal advisory board at Abdul Latif Jameel and Chief Executive Officer of Vestraco, S.à.R.L. Non-executive director at Cambridge Solutions (2006 – 2009) and Monitise (2008 – 2011). Director, Chief Information Officer and Head of Technology and Banking Operations of Standard Chartered Bank (2004 – 2015), Vice President of Technology and Chief Information Officer for the EMEA region of Dell (1999 – 2004), as well as Vice President and Chief of Architecture and Vice President for Information of the Youth Category at Levi Strauss (1994 – 1999).

(*)Where no date is provided, the position is currently held.

- (1) Member of the Executive Committee.
- (2) Member of the Audit Committee.
- (3) Member of the Appointments and Corporate Governance Committee.
- (4) Member of the Remuneration Committee.
- (5) Member of the Risk and Compliance Committee.
- (6) Member of the Technology and Cybersecurity Committee.
- (7) Lead Director.

Major Shareholders and Share Capital

On 4th July, 2025, Blackrock, Inc. reported to the CNMV that it had an indirect holding of BBVA common stock totaling 7.158 per cent., of which 7.076 per cent. were voting rights attributed to shares and 0.082 per cent. were voting rights held through financial instruments.

BBVA's major shareholders do not have voting rights which are different from those held by the rest of its shareholders. To the extent known to BBVA, BBVA is not controlled, directly or indirectly, by any other corporation, government or any other natural or legal person.

As of 13th July, 2026, there were 653,418 registered holders of BBVA's shares, with an aggregate of 5,581,204,510 shares.

Legal Proceedings

Spanish judicial authorities have investigated the activities of Cenyt. Such investigation included the provision of services by Cenyt to BBVA. On 29th July, 2019, BBVA was named as an investigated party (*investigado*) in the Preliminary Proceeding No. 96/2017 – Piece No. 9, Central Investigating Court No. 6 of the National High Court (*Audiencia Nacional*).

On 9th July, 2026, the judge issued an order opening oral proceedings in respect of BBVA, for alleged offences of bribery and discovery and revelation of secrets, and in respect of certain BBVA employees, both current and former, as well as certain former directors and officers.

DESCRIPTION OF BANCO BILBAO VIZCAYA ARGENTARIA, S.A.

As of the date of this Offering Circular, the commencement date of the oral proceeding has not yet been scheduled by the Criminal Chamber of the National High Court. It is not possible at this time to predict the possible outcome of these proceedings or estimate their potential implications for the Group. An adverse outcome could result in potential fines and/or civil liabilities, neither of which would be material, as well as other adverse consequences, including potential adverse effects on the Group's reputation.

The Group operates in legal and regulatory environments that expose it to potentially significant legal and regulatory actions and proceedings, including legal claims and proceedings, civil and criminal regulatory proceedings, governmental and judicial investigations and proceedings, tax proceedings and other proceedings in jurisdictions around the world. Legal and regulatory actions and proceedings are subject to many uncertainties, and their outcomes, including the timing thereof, the amount of fines or settlements or the form of any settlements arising therefrom, or changes in business practices the Group may need to introduce as a result thereof, any of which may be material and are often difficult to predict, particularly in the early stages of a particular legal or regulatory matter.

As of the date of this Offering Circular, and in addition to as described above, the Issuer and its subsidiaries are involved in a number of legal and regulatory actions and proceedings in various jurisdictions around the world (including, among others, Spain, Mexico and the United States), the adverse resolution of which may adversely impact the Group. See “*Risk Factors—Legal, Regulatory, Tax and Compliance Risks—Legal Risks—The Group is party to a number of legal and regulatory actions and proceedings*” and “*Criminal proceedings in respect of BBVA in relation to alleged offences of bribery and discovery and revelation of secrets*”.

The Group can provide no assurance that the legal and regulatory actions and proceedings to which it is subject, or to which it may become subject in the future or otherwise affected by, will not, if resolved adversely, result in a material adverse effect on the Group's business financial position, results of operations or liquidity.

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General

The Issuer is a Spanish credit institution with registered address at Plaza de San Nicolás 4, Bilbao, Spain. It operates under the form of a public limited liability company (*sociedad anónima*) and is thus subject to Spanish company and tax legislation applicable from time to time (including the special aspects of the provincial scheme applicable in view of its registered address), as well as to banking legislation applicable in Spain and in the EU. The Issuer's shares are currently listed on the Madrid, Barcelona, Bilbao and Valencia Stock Exchanges through the Spanish Stock Exchange Interconnection System (Continuous Market), on the London and Mexico Stock Exchanges and, by means of ADSs (American Depositary Shares), on the New York Stock Exchange, and are thus subject to stock market regulations applicable in Spain, in the EU, in the UK, in Mexico and in the United States.

The Issuer develops its business in different jurisdictions through a number of subsidiaries, which are subject to company, banking, stock market and insurance regulations, among others, as applicable in each specific case. In particular, the Group is exposed to the regulations of Mexico, the United States and Türkiye.

The following summarises some of the regulations that most significantly affect the Issuer in Spain, the Group's main market, and as a result of its activities in the EU.

Solvency and capital requirements

In its capacity as a Spanish credit institution, the Issuer is subject to Directive 2013/36/EU of the European Parliament and of the Council of 26th June, 2013 on access to the activity of credit institutions and the prudential supervision of credit institutions, amending Directive 2002/87/EC, and repealing Directives 2006/48/EC and 2006/49/EC (as amended, replaced or supplemented from time to time, the **CRD Directive**) and to CRR (together with the CRD Directive and any measures implementing the CRD Directive or CRR which may from time to time be applicable in Spain, **CRD**), which is complemented by several binding regulatory technical standards that are directly applicable in all EU Member States, without the need for national implementation measures.

The implementation of the CRD Directive into Spanish law took place through Royal Decree-Law 14/2013, of 29th November, Law 10/2014, Royal Decree 84/2015, of 13th February (**Royal Decree 84/2015**), Bank of Spain Circular 2/2014, of 31st January, Bank of Spain Circular 2/2016, of 2nd February (**Bank of Spain Circular 2/2016**), Bank of Spain Circular 3/2022, of 30th March and Bank of Spain Circular 3/2023, of 31st October.

The final legal texts of Directive (EU) 2024/1619 of the European Parliament and of the Council of 31st May, 2024 amending CRD Directive as regards supervisory powers, sanctions, third-country branches, and environmental, social and governance risks (**CRD VI**) and Regulation (EU) 2024/1623 of the European Parliament and of the Council of 31st May, 2024 amending the CRR as regards requirements for credit risk, credit valuation adjustment risk, operational risk, market risk and the output floor (**CRR III**) have been published in the Official Journal of the European Union. CRR III became generally applicable from 1st January, 2025 (with some exceptions). CRD VI should have been transposed into national law by Member States by 10th January, 2026, but its transposition in Spain is still pending as of the date of this Offering Circular, and the way it will be implemented may vary depending on the relevant Member State. CRD VI and CRR III introduce, among other things, amendments to the output floor in the calculation of capital requirements, amendments to the input floors in respect of the calculation of risk exposure amounts, a revision of the standardised approaches for capital requirements for credit, market and operational risk and strengthened requirements for management of ESG risks and reporting.

CRD, among other things, established a "Pillar 1" minimum capital requirement and increased the level of capital required through the "combined buffer requirement" that institutions must comply with from 2016 onwards. The "combined buffer requirement" introduced five capital buffers: (i) the capital conservation buffer, (ii) the G-SIB buffer, (iii) the institution-specific counter-cyclical capital buffer, (iv) the Domestic Systemically

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Important Banks (**D-SIB**) buffer and (v) the systemic risk buffer (a buffer to prevent systemic or macroprudential risks). The “combined buffer requirement” (broadly, the combination of the capital conservation buffer, the institution-specific counter-cyclical capital buffer, the systemic risk buffer and the higher of (depending on the institution) the G-SIB buffer and the D-SIB buffer, in each case as applicable to the institution) applies in addition to the minimum “Pillar 1” capital requirements and must be satisfied with additional CET1 capital to that provided to meet the “Pillar 1” minimum capital requirement.

As at the date of this Offering Circular, the Bank of Spain considers the Issuer to be a D-SIB at a consolidated level. The Issuer was required to maintain a fully-loaded D-SIB buffer of a CET1 ratio of 1.00 per cent. on a consolidated basis in 2025 and 0.75 per cent. on a consolidated basis in 2026.

The counter-cyclical capital buffer applicable to the Group’s credit exposures in Spain is reviewed quarterly by the Bank of Spain. As of the date of this Offering Circular, the counter-cyclical capital buffer applicable to the Group’s credit exposures in Spain stands at 0.26 per cent. as from 31st March, 2026. On 1st October, 2025, the Bank of Spain announced its decision to increase the counter-cyclical capital buffer applicable to credit exposures in Spain to 1 per cent. which will be applicable from 1st October, 2026 given that, according to their analysis, in the year ended 31st December, 2025 the cyclical systemic risk remained at an intermediate level.

Additionally, Article 104 of the CRD Directive (as implemented by Article 68 of Law 10/2014) and similarly Article 16 of Council Regulation (EU) No. 1024/2013 of 15th October, 2013 conferring specific tasks on the ECB concerning policies relating to the prudential supervision of credit institutions, also contemplates the possibility that the supervisory authorities may require credit institutions to meet capital requirements exceeding the “Pillar 1” minimum capital requirements and the “combined buffer requirement” by establishing “Pillar 2” capital requirements (which, with respect to other requirements, are above the “Pillar 1” requirements and below the “combined buffer requirement”).

Furthermore, CRD allows banks to partially use AT1 and Tier 2 instruments to meet the “Pillar 2” requirement. In particular, the composition of the capital instruments to meet the “Pillar 2” requirement, shall include 56.25 per cent. of CET1 capital and 75 per cent. of Tier 1 capital, at a minimum.

Consequently, all additional “Pillar 2” own funds requirements that the ECB may impose on the Issuer and/or the Group under the SREP will require the Issuer and/or the Group to maintain capital levels higher than the “Pillar 1” minimum capital requirement.

As a result of the most recent SREP carried out by the ECB, BBVA must maintain, at a consolidated level, from 1st January, 2026, a CET1 ratio of 8.98 per cent. and a total capital ratio of 13.14 per cent. The consolidated total capital requirement includes: (i) the “Pillar 1” capital requirement of 8.00 per cent., of which a minimum of 4.50 per cent. must be met with CET1 capital, 1.50 per cent. could be met with AT1 instruments and 2.00 per cent. could be met with Tier 2 instruments; (ii) the “Pillar 2” capital requirement of 1.62 per cent., of which a minimum of 0.96 per cent. must be met with CET1 capital (of which 0.12 per cent. is determined on the basis of the ECB’s prudential provisioning expectation), 0.28 per cent. could be met with AT1 instruments and 0.38 per cent. could be met with Tier 2 instruments; (iii) the capital conservation buffer (2.50 per cent. that must be met exclusively with CET1 capital); (iv) the D-SIB capital buffer (0.75 per cent. that must be met exclusively with CET1 capital); (v) the capital buffer for Countercyclical Risk (0.26 per cent. that must be met exclusively with CET1 capital); and (vi) the capital buffer for Systemic Risk (0.01 per cent. that must be met exclusively with CET1 capital).

From 1st January, 2026, BBVA must maintain, at an individual level, a CET1 ratio of 7.48 per cent. and a total capital ratio of 10.98 per cent. These ratios include a 0.02 per cent. capital buffer for Systemic Risk and 0.46 per cent. capital buffer for Countercyclical Risk²¹ applicable to the Issuer at an individual level that shall be met with CET1.

As of 31st March, 2026, 31st December, 2025 and 31st December, 2024, the Group’s fully loaded total capital ratio was 17.30 per cent., 17.21 per cent. and 16.90 per cent., respectively, on a consolidated basis and 19.22

²¹ The countercyclical buffer is estimated as of December 2025, using the outstanding exposures as of June 2025.

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per cent., 19.28 per cent. and 18.67 per cent., respectively, on an individual basis, and its CET1 fully loaded capital ratio was 12.83 per cent., 12.70 per cent. and 12.88 per cent., respectively, on a consolidated basis and 13.86 per cent., 13.81 per cent. and 13.71 per cent., respectively, on an individual basis.

Such ratios exceed the applicable regulatory requirements described above, but there can be no assurance that the total capital requirements imposed on the Issuer and/or the Group from time to time may not be higher than the levels of capital available at such point in time. There can also be no assurance as to the result of any future SREP carried out by the ECB and whether this will impose any further additional “Pillar 2” own funds requirements on the Issuer and/or the Group.

In accordance with Article 48 of Law 10/2014, Article 73 of Royal Decree 84/2015 and Rule 24 of Bank of Spain Circular 2/2016, any institution not meeting its “combined buffer requirement” is required to calculate its MDA as stipulated in such legislation. Should that requirement not be met and until the MDA has been calculated and communicated to the Bank of Spain, the relevant institution shall not make any: (i) distributions relating to CET1 capital; (ii) payments related to variable remuneration or discretionary pension benefits; and (iii) distributions linked to AT1 instruments (**discretionary payments**), and once the MDA has been calculated and communicated to the Bank of Spain, the discretionary payments will be subject to the limit of the calculated MDA. Accordingly, restrictions on discretionary payments will be scaled according to the extent of the breach of the “combined buffer requirement” and calculated as a percentage of the profits of the institution generated since the last annual decision on the distribution of profits. Such calculation will result in a MDA in each relevant period. As an example, the scaling is such that in the bottom quartile of the “combined buffer requirement”, no discretionary payments will be permitted to be made.

Additionally, pursuant to Article 48 of Law 10/2014, the adoption by the Bank of Spain of the measures provided by Articles 68.2.h and 68.2.i of Law 10/2014, aimed at strengthening own funds and limiting or prohibiting the distribution of dividends, respectively, will also entail the requirement to determine the MDA and to restrict discretionary payments to such MDA. Additionally, the calculation of the MDA and the restrictions described in the preceding paragraph while such calculation is pending, may also be triggered by a breach of the combined buffer requirement when considered in addition to its MREL requirement (see “*Risk Factors—Legal, Regulatory, Tax and Compliance Risks— Regulatory, Tax and Compliance Risks - Increasingly onerous capital and liquidity requirements may have a material adverse effect on the Group’s business, financial condition and results of operations*”).

CRD also distinguishes between “Pillar 2” capital requirements and “Pillar 2” capital guidance, with only the former being regarded as mandatory requirements. Notwithstanding the foregoing, CRD provides that, besides other measures, supervisory authorities are entitled to impose further “Pillar 2” capital requirements when an institution repeatedly fails to follow the “Pillar 2” capital guidance previously imposed.

Additionally, CRR sets a binding leverage ratio requirement of 3 per cent. of Tier 1 capital that is added to the own funds requirements and to the requirements based on an entity's RWAs. In particular, any breach of this leverage ratio would also entail the need to determine the MDA and the related consequences.

Furthermore, on 7th December, 2017, the Basel Committee on Banking Supervision announced the end of the Basel III reforms (informally referred to as Basel IV), which entered into force on 1st January, 2025. These reforms mainly include changes to the risk weightings applied to the different assets and measures to enhance the sensitivity to risk in those weightings, impose limits on the use of internal ratings-based approaches to ensure a minimum level of conservatism in the use of such approaches and enhance comparability among banks in which such internal ratings-based approaches are used.

The following table includes a summary of the reconciliation of accounting assets and exposures corresponding to the leverage ratio as of 31st December, 2025 and 2024 at a consolidated level:

	12/31/2025	12/31/2024
	Fully Loaded	Fully Loaded
a) Total assets as per published financial statements	859,576	772,402
(b) Adjustment for entities which are consolidated for accounting purposes but are outside the scope of regulatory consolidation	(31,822)	(28,304)
(Adjustment for securities exposures that meet the operational requirements for the recognition of risk transference)	(5,841)	(3,035)

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	12/31/2025	12/31/2024
	Fully Loaded	Fully Loaded
(Adjustment for temporary exemption of exposures to central bank (if applicable))	-	-
c) Adjustments for derivative financial instruments	(2,267)	(1,650)
d) Adjustments for securities financing transactions "SFTs"	5,642	10,629
e) Adjustment for off-balance sheet items ⁽¹⁾	87,390	88,298
f) (Adjustment for intragroup exposures excluded from the leverage ratio exposure measure in accordance with point (c) of Article 429a(1) CRR)	-	-
g) Other adjustments	(3,809)	(3,852)
Leverage ratio total exposure measure	908,869	834,488
h) Tier 1	55,934	56,822
Leverage ratio total exposure measure	908,869	834,488
Leverage ratio⁽²⁾	6.15%	6.81%

(1) This corresponds to off-balance sheet exposure after application of the conversion factors obtained in accordance with Article 429, paragraph 10 of the CRR.

(2) CRR introduces a mandatory minimum leverage ratio requirement, set at 3 per cent. of Tier 1 capital over the total exposure measure.

Set out below are the Group's solvency data on a consolidated basis and in accordance with the regulations applicable on each of the dates stated. Capital ratios have been calculated in accordance with CRD on a fully loaded basis as of 31st December, 2025 and 2024.

Total Capital Fully Loaded (in millions of euros except percentages)		
	31/12/2025	31/12/2024
Common Equity Tier 1 (CET1) capital	50,446	50,799
Additional Tier 1 (AT1) capital	5,488	6,023
Tier 2 (T2) capital	12,431	9,858
Capital base	68,365	66,680
Total risk-weighted assets	397,241	394,468
CET1 ratio (%)	12.70%	12.88%
AT1 ratio (%)	1.38%	1.53%
Tier 1 ratio (%)	14.08%	14.40%
Tier 2 ratio (%)	3.13%	2.50%
Total capital ratio (%)	17.21%	16.90%

The Group must also comply with liquidity and financing ratios. Certain elements of the LCR and the NSFR, as implemented by national banking regulators and complied with by the Issuer, may require the introduction of changes in some commercial practices. As of 31st December, 2025 and 2024, the Group's LCR was 143 per cent. and 134 per cent., respectively. The Group's NSFR was 126 per cent. and 127 per cent. as of 31st December, 2025 and 2024, respectively.

Resolution

The BRRD (which has been implemented in Spain through Law 11/2015 and RD 1012/2015) and the SRM Regulation are designed to provide the authorities with mechanisms and instruments to intervene sufficiently early and rapidly in failing or likely to fail credit institutions or investment firms (each, an **Entity**) in order to ensure the continuity of the Entity's critical financial and economic functions, while minimising the impact of its non-feasibility on the economic and financial system. The BRRD further provides that a Member State may only use additional financial stabilisation instruments to provide extraordinary public financial support as a last resort, once the following resolution instruments have been evaluated and used to the fullest extent possible while maintaining financial stability.

In accordance with the provisions of Article 20 of Law 11/2015, an Entity will be considered as failing or likely to fail in any of the following situations: (i) when the Entity significantly fails, or may reasonably be expected to significantly fail in the near future, to comply with the solvency requirements or other requirements necessary to maintain its authorisation; (ii) when the Entity's enforceable liabilities exceeds its assets, or it is reasonably foreseeable that they will exceed them in the near future; (iii) when the Entity is unable, or it is reasonably foreseeable that it will not be able, to meet its enforceable obligations in a timely manner; or (iv) when the Entity needs extraordinary public financial support (except in limited circumstances). The decision as to whether

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the Entity is failing or likely to fail may depend on a number of factors which may be outside of that Entity's control.

In line with the provisions of the BRRD, Law 11/2015 contains four resolution tools which may be used individually or in any combination, when the Relevant Spanish Resolution Authority considers that (a) an Entity is non-viable or is failing or likely to fail, (b) there is no reasonable prospect of any other measures that would prevent the failure of such Entity within a reasonable period of time and (c) resolution is necessary or advisable, rather than the winding up of the Entity through ordinary insolvency proceedings, for reasons of public interest.

The four resolution instruments are (i) the sale of the Entity's business, which enables the resolution authorities to transfer, under market conditions, all or part of the business of the Entity being resolved; (ii) bridge institution, which enables resolution authorities to transfer all or part of the business of the Entity to a "bridge institution" (an entity created for this purpose that is wholly or partially in public control); (iii) asset separation, which enables resolution authorities to transfer certain categories of assets (normally impaired or otherwise problematic) to one or more asset management vehicles to allow them to be managed with a view to maximising their value through eventual sale or orderly wind-down (this can be used together with another resolution tool only); and (iv) the Bail-in Tool. Any exercise of the Bail-in Tool by the Relevant Spanish Resolution Authority may include the write down and/or conversion into equity or other securities or obligations (which equity, securities and obligations could also be subject to any future application of the Bail-in Tool) of certain unsecured debt claims of an institution (including the Notes).

In the event that an Entity is in a resolution situation, the **Bail-in Tool** is understood to mean any write-down, conversion, transfer, modification, or suspension power existing from time to time under: (i) any law, regulation, rule or requirement applicable from time to time in Spain, relating to the transposition or development of the BRRD (as amended, replaced or supplemented from time to time), including, but not limited to (a) Law 11/2015, (b) RD 1012/2015; and (c) the SRM Regulation, each as amended, replaced or supplemented from time to time; or (ii) any other law, regulation, rule or requirement applicable from time to time in Spain pursuant to which (a) obligations or liabilities of banks, investment firms or other financial institutions or their affiliates can be reduced, cancelled, modified, transferred or converted into shares, other securities, or other obligations of such persons or any other person (or suspended for a temporary period or permanently) or (b) any right in a contract governing such obligations may be deemed to have been exercised.

In accordance with the provisions of Article 48 of Law 11/2015 (without prejudice to any exclusions that may be applied by the Relevant Spanish Resolution Authority in accordance with Article 43 of Law 11/2015), in the event of any application of the Bail-in Tool, any resulting write-down or conversion by the Relevant Spanish Resolution Authority will be carried out in the following sequence (proportionally in each segment and to the extent necessary): (i) CET1 items; (ii) the principal amount of Additional Tier 1 capital instruments; (iii) the principal amount of Tier 2 capital instruments (including Tier 2 Subordinated Notes); (iv) the principal amount of other subordinated claims other than Additional Tier 1 capital or Tier 2 capital (such as Senior Subordinated Notes); and (v) the principal or outstanding amount of the remaining eligible liabilities in the order of the hierarchy of claims in normal insolvency proceedings (with senior non-preferred claims (*créditos ordinarios no preferentes*) subject to the Bail-in Tool after any subordinated claims (*créditos subordinados*) of the Issuer under Article 281 of the Insolvency Law (as defined in the "*Terms and Conditions of the Notes*") but before the other senior claims of the Issuer (including Senior Preferred Notes).

In addition to the Bail-in Tool, the BRRD, Law 11/2015 and the SRM Regulation provide for resolution authorities to have the further power to permanently write-down or convert into equity capital instruments such as the Tier 2 Subordinated Notes and certain internal eligible liabilities and instruments at the point of non-viability (**Non-Viability Loss Absorption** and, together with the Bail-in Tool, the **Spanish Statutory Loss Absorption Powers**) of an Entity. Any write-down or conversion must follow the same insolvency hierarchy as described above. The point of non-viability of an Entity is the point at which the Relevant Spanish Resolution Authority determines that the Entity meets the conditions for resolution or will no longer be viable unless the relevant capital instruments (such as the Tier 2 Subordinated Notes) are written down or converted into equity or extraordinary public support is to be provided and without such support the Relevant Spanish Resolution Authority determines that the institution would no longer be viable. The point of non-viability of a group is the point at which the group infringes or there are objective elements to support a determination that the group, in the near future, will infringe its consolidated solvency requirements in a way that would justify action by the Relevant Spanish Resolution Authority in accordance with Article 38.3 of Law 11/2015. Non-Viability Loss

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Absorption may be imposed prior to or in combination with any exercise of the Bail-in Tool or any other resolution tool or power (where the conditions for resolution referred to above are met) or in combination with such exercise in respect of all eligible liabilities.

In addition, the EBA has published certain technical regulation standards and technical implementation standards to be adopted by the European Commission, in addition to other guidelines. These standards and guidelines could potentially be relevant in determining when or how a Relevant Spanish Resolution Authority may exercise the Bail-in Tool and/or impose a Non-Viability Loss Absorption. These include guidelines on the treatment of shareholders when applying the Bail-in Tool or Non-Viability Loss Absorption, as well as on the rate for converting debt into shares or other securities or debentures in the application of the Bail-in Tool and/or Non-Viability Loss Absorption.

To the extent that any resulting treatment of a holder of the Issuer's securities pursuant to the exercise of the Bail-in Tool is less favourable than would have been the case under such hierarchy in normal insolvency proceedings, a holder of such affected securities would have a right to compensation under the BRRD and the SRM Regulation based on an independent valuation of the institution, in accordance with Article 10 of RD 1012/2015 and the SRM Regulation, together with any other compensation provided for in any Applicable Banking Regulations (as defined below) including, *inter alia*, compensation in accordance with Article 36.5 of Law 11/2015. However, if the treatment of a creditor following a Non-Viability Loss Absorption is less favourable than it would have been under ordinary insolvency proceedings, it is uncertain whether that creditor would be entitled to the compensation provided for in the BRRD and the SRM Regulation.

On 30th March, 2026, the European Parliament and Council adopted the CMDI Reforms. The CMDI Reforms were published in the Official Journal of the EU on 20th April, 2026 and came into force on 10th May, 2026 and will apply (with some exceptions) 24 months after the date on which they entered into force. The CMDI Reforms include, among other things, amendments to the BRRD, including the amendment of the ranking of claims in insolvency to provide for a general depositor preference, pursuant to which the insolvency laws of Member States would be required by the BRRD to extend (with certain exceptions) the legal preference of claims in respect of deposits relative to ordinary unsecured claims to all deposits. The CMDI Reforms also include amendments to the SRM Regulation as regards early intervention measures, conditions for resolution and funding of resolution actions and the Deposit Guarantee Schemes Directive (Directive 2014/49/EU of the European Parliament and of the Council of 16th April, 2014 on deposit guarantee schemes) as regards the scope of deposit protection, use of deposit guarantee schemes funds, cross-border co-operation, and transparency. The directives forming part of the CMDI Reforms will require transposition into the national laws of each Member State of the EU (including Spain) with a general deadline being set for this of 11th May, 2028 (subject to certain exceptions). This process may result in differences in implementation across jurisdictions. Accordingly, as of the date of this Offering Circular, there remains uncertainty as to how exactly each Member State will implement the CMDI Reforms.

Following implementation of the CMDI Reforms, senior preferred claims (*créditos ordinarios preferentes*) of the Issuer will rank junior to the claims of depositors (with certain exceptions), including deposits of large corporates and other deposits that are currently excluded from the above privileged claims.

This general depositor preference will also affect any application of the Bail-In Tool, as such application is to be carried out in the order of the hierarchy of claims in normal insolvency proceedings. Accordingly, this means that following the necessary amendment of the insolvency laws of Spain to establish such general depositor preference, any resulting write-down or conversion of senior preferred claims (*créditos ordinarios preferentes*) by the Relevant Spanish Resolution Authority would be carried out before any write-down or conversion of the claims of depositors such as those of large corporates that previously would have been written-down or converted alongside such senior preferred claims (*créditos ordinarios preferentes*). By removing the requirement for such deposits to be written-down or converted in this manner, one of the stated objectives of this proposed amendment is to reduce the likelihood of deposits generally needing to be included in any such write-down or conversion upon any application of the Bail-In Tool and improve the process for the application of the Bail-In Tool. This may also increase the likelihood of the Relevant Spanish Resolution Authority applying the Bail-In Tool in any circumstances in which such application is being considered.

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Applicable Banking Regulations means at any time the laws, regulations, requirements, guidelines and policies relating to capital adequacy, resolution and/or solvency then applicable to the Issuer and/or the Group including, inter alia, the CRD Directive, CRR, BRRD, the SRM Regulation and those laws, regulations, requirements, guidelines and policies relating to capital adequacy, resolution and/or solvency then in effect in Spain (whether or not such regulations, requirements, guidelines or policies have the force of law and whether or not they are applied generally or specifically to the Issuer and/or the Group).

Relevant Spanish Resolution Authority means the FROB, the SRB, the Bank of Spain, the Spanish National Securities Market Commission (CNMV) or any other entity with the authority to exercise any of the resolution tools and powers contained in the Applicable Banking Regulations.

Single Resolution Fund

The Single Resolution Fund (SRF) was established by the SRM Regulation. Where necessary, the SRF may be used to ensure the efficient application of resolution tools and the exercise of the resolution powers conferred to the SRB by the SRM Regulation. The SRF is composed of contributions from credit institutions and certain investment firms in the participating Member States within the banking union.

SRF has been gradually built up during the first eight years (2016 – 2023) and had reached the target level of at least 1 per cent. of the amount of covered deposits of all credit institutions within the banking union by 31st December, 2023.

Within the resolution scheme, the SRF may be used only to the extent necessary to ensure the effective application of the resolution tools, as a last resort, in particular:

- to guarantee the assets or the liabilities of the institution under resolution;
- to make loans to or to purchase assets of the institution under resolution;
- to make contributions to a bridge institution and an asset management vehicle;
- to make a contribution to the institution under resolution in lieu of the write-down or conversion of liabilities of certain creditors under specific conditions; and
- to pay compensation to shareholders or creditors who incurred greater losses than under normal insolvency proceedings.

The Intergovernmental Agreement on the transfer and mutualisation of contributions to the SRF (**IGA**) acknowledges that situations may exist where the means available in the SRF are not sufficient to undertake a particular resolution action, and where the ex-post contributions that should be raised in order to cover the necessary additional amounts are not immediately accessible.

In December 2013, the Economic and Financial Affairs Council Ministers agreed to put in place a system by which bridge financing would be available as a last resort. The arrangements for the transitional period were to be operational by the time the SRF was established.

The euro area finance ministers decided in 2017 to expand the European Stability Mechanism (**ESM**) role to serve as a backstop for the SRF. While the new features of the expanded role for the ESM were agreed by 2019, it was not until late 2020 that the euro area finance ministers agreed to proceed with the reform of the ESM and the amendments to the treaty on the ESM (**ESM Treaty**) were later signed by Member States (represented by their ambassadors to the EU) on 27th January, 2021. The backstop to the SRF was expected to be operational at the beginning of 2022, but the ratification of the amendments to the ESM Treaty has not yet been completed. As at the date of this Offering Circular, the amendments to the ESM Treaty are pending ratification by Italy. On 21st December, 2023, the Italian parliament voted against the ratification of the amendments to the ESM Treaty.

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When the ratification process is completed, the ESM will be able to provide support for up to €68 billion (in the form of credit lines). If this financial assistance is requested, the SRF will pay back the ESM loan with funds obtained from banks' contributions within a period of three years, with the possibility to extend it to five years.

MREL

The BRRD prescribes that banks shall hold a minimum level of own funds and eligible liabilities in relation to RWAs known as MREL. According to the Commission Delegated Regulation (EU) 2016/1450 of 23rd May, 2016 supplementing BRRD with regard to regulatory technical standards specifying the criteria relating to the methodology for setting the minimum requirement for own funds and eligible liabilities, the level of own funds and eligible liabilities required under MREL will be set by the resolution authority, in agreement with the competent authority, for each bank (and/or group) based on, among other things, the criteria set forth in Article 45 of the BRRD, including the systemic importance of the institution. Eligible liabilities may be senior or subordinated, provided that, among other requirements, they have a remaining maturity of at least one year and, if governed by a non-EU law, they must be able to be written down or converted by the resolution authority of a Member State under that law or through contractual provisions.

If a Relevant Spanish Resolution Authority considers that there may be any obstacles to resolvability by the Issuer and/or the Group, a higher MREL could be imposed.

The EU banking reforms provide that the breach by a bank of its MREL should be addressed by the competent authorities through their powers to address or remove obstacles to resolution, the exercise of their supervisory powers and their power to impose early intervention measures, administrative sanctions and other administrative measures. If there were a deficit in the level of an entity's eligible own funds and liabilities, and that entity's own funds were contributing to meeting the "combined buffer requirement" these own funds would automatically be deemed to count toward meeting the MREL of such entity and would cease to count for the purposes of meeting the "combined buffer requirement", which could lead to the entity failing to comply with its "combined buffer requirement". This could result in the need to calculate the MDA and the resolution authority would have the power (but not the obligation) to impose restrictions on the making of discretionary payments. Therefore, the Issuer will have to fully comply with its "combined buffer requirement", in addition to its MREL, to ensure that it can make discretionary payments.

In addition, in accordance with the EBA guidelines on the assumptions of triggering the use of early intervention measures of 8th May, 2015, a significant deterioration in the amount of eligible liabilities and own funds held by an entity in order to comply with its MREL could place an entity in a situation where the conditions for early intervention are met, which could entail the application of early intervention measures by the competent resolution authority, which in the Spanish case are detailed in Articles 9 and 10 of Law 11/2015, including the intervention or provisional replacement of administrators.

The EU banking reforms further include, as part of MREL, a new subordination requirement of eligible instruments for G-SIBs and "top tier" banks (including the Issuer) that is determined according to their systemic importance, involving a minimum "Pillar 1" subordination requirement. This "Pillar 1" subordination requirement shall be satisfied with own funds and other eligible MREL instruments (which MREL instruments may not for these purposes be senior debt instruments and only MREL instruments constituting "non-preferred" senior debt and other subordinated liabilities will be eligible for compliance with the subordination requirement). For "top tier" banks such as the Issuer, this "Pillar 1" subordination requirement has been determined as the higher of 13.5 per cent. of the Issuer's RWAs and 5 per cent. of its leverage exposure. Resolution authorities may also impose further "Pillar 2" subordination requirements, which would be determined on a case-by-case basis but at a minimum level equal to the lower of 8 per cent. of a bank's total liabilities and own funds and 27 per cent. of its RWAs (both including MREL Pillar 1 and Pillar 2).

On 14th April, 2026, the Issuer announced that it had received a communication from the Bank of Spain of its new MREL requirement, as determined by the SRB and calculated taking into account the financial and supervisory information as of 31st December, 2024, which communication repeals and supersedes the previous MREL requirement communicated on 12th June, 2025.

In accordance with this MREL communication, BBVA must maintain, from 14th April, 2026 an amount of MREL equal to 23.94 per cent. of the total RWAs of its resolution group, on a sub-consolidated level (the

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MREL in RWAs) (compared to the MREL in RWAs requirement of 23.13 per cent. which was applicable from 12th June, 2025 taking into account the financial and supervisory information as of 31st December, 2023). Within this MREL in RWAs, an amount equal to 13.50 per cent. of the total RWAs of BBVA's resolution group must be met with subordinated instruments (the **subordination requirement in RWAs**) (the same as the subordination requirement in RWAs which was applicable from 12th June, 2025). The MREL in RWAs and the subordination requirement in RWAs do not include the combined buffer requirement which, according to applicable regulations and supervisory criteria, is 3.72 per cent. of the total RWAs of the resolution group as of 14th April, 2026.

In addition, BBVA must maintain, from 14th April, 2026, an amount of own funds and eligible liabilities in terms of the total exposure of its resolution group considered for calculating the leverage ratio equal to 8.96 per cent. (the **MREL in LR**) of which 5.56 per cent., in terms of the total exposure of its resolution group considered for calculating the leverage ratio, shall be satisfied with subordinated instruments (the **subordination requirement in LR**).

As of the date of this Offering Circular, no MREL Pillar 2 requirement has been imposed on BBVA. Given the own funds and eligible liabilities structure of BBVA's resolution group as of 31st March, 2026, the own funds and eligible liabilities stood at 29.68 per cent. of the RWAs of its resolution group, at the sub-consolidated level, complying with the aforementioned MREL in RWAs requirement, and the amount of subordinated instruments was equal to 25.97 per cent. of the RWAs of its resolution group, at the sub-consolidated level, complying with the subordination requirement in RWAs.

In addition, as of 31st March, 2026, the MREL of BBVA in terms of the total exposure considered for calculating the leverage ratio stood at 10.31 per cent. and the amount of subordination instruments in terms of the total exposure considered for calculating the leverage ratio stood at 9.02 per cent., complying with the MREL in LR and the subordination requirement in LR, respectively. The resolution group consists of BBVA and its subsidiaries belonging to the same European resolution group and, as of 31st December, 2024 (the currently applicable reference date), the RWAs of the resolution group amounted to €228,796 million and the total exposure considered for calculating the leverage ratio amounted to €527,804 million.

OVERVIEW OF SPANISH LEGISLATION REGARDING COVERED BONDS

The following is a brief summary of certain features of Royal Decree-Law 24/2021 at the date of this Offering Circular. It does not purport to be, and is not, a complete description of all aspects of the Spanish legislative and regulatory framework for Covered Bonds. Please also refer to “Risk Factors – Risks related to Covered Bonds”.

Introduction

The Covered Bonds represent unsubordinated debt of the Issuer, bear interest, are repayable by early redemption or at maturity and may be traded in domestic and/or foreign markets.

The Covered Bonds will be considered as European covered bonds (premium) (*bono garantizado europeo (premium)*) pursuant to Article 4.3 of Royal Decree-Law 24/2021.

Without prejudice to the obligations of the Issuer for the making of all payments in respect of the Covered Bonds, the totality of the principal and interest of the Covered Bonds, both accrued and future, will be specially guaranteed without the need to assign the assets in guarantee by public deed, or any registration in any public registry or any other formality, by a preferential right on the totality of the assets that make up the applicable Cover Pool, including any present and future amounts received in respect of such assets, as well as on the realisation of any collateral and, if applicable, any collateral received in connection with positions in derivative instruments and any rights derived from insurance against damages, as identified in the corresponding special registry of the Issuer, all in accordance with the legislation in force in Spain, as of the date of this Offering Circular.

Covered Bonds programme

The issue of the Covered Bonds by the Issuer requires the prior authorisation of the Bank of Spain in accordance with Royal Decree-Law 24/2021 of the "covered bond programme" for each category of Covered Bonds (i.e. Mortgage Covered Bonds, Public Sector Covered Bonds and Internationalisation Covered Bonds) to be in force in accordance with Article 34 of Royal Decree-Law 24/2021.

The Issuer has received a communication from the Bank of Spain regarding the renewal of the authorisation period for its Mortgage Covered Bonds, Public Sector Covered Bonds and Internationalisation Covered Bonds programmes, with an effective date of 8th July, 2025, under the following terms:

- Mortgage Covered Bonds programme, for a maximum outstanding amount of €49,000 million and a maximum term of three years.
- Public Sector Covered Bonds programme, for a maximum outstanding amount of €14,000 million and a maximum term of three years.
- Internationalisation Covered Bonds programme, for a maximum outstanding amount of €4,000 million and maximum term of three years.

Cover pool

From the date of entry into force of Royal Decree-Law 24/2021, the Covered Bonds will be specially guaranteed by the assets of the cover pool specified in each covered bond programme. Title IV of Royal Decree-Law 24/2021 sets forth the particular requirements of the assets that may be included in each applicable Cover Pool depending on the nature of the Covered Bond as follows:

Mortgage Covered Bonds:

In accordance with Article 23 of Royal Decree-Law 24/2021, the cover pool for Mortgage Covered Bonds will comprise of the following assets:

- 1) The eligible primary assets listed in letters (d) and (f) of Article 129.1 of the CRR and which form part of the cover pool, the eligible replacement assets, the liquid assets that make up the liquidity buffer of the cover pool and the economic flows generated by the derivative financial instruments linked to each issue, all in accordance with the legislation in force and the corresponding issue programme authorised by the Bank of Spain.

These eligible assets include: a) loans secured by residential property up to the lesser of the principal amount of the liens that are combined with any prior liens, and 80 per cent. of the value of the pledged assets; or b) loans secured by commercial immovable property up to the lesser of the principal amount of the liens that are combined with any prior liens, and 60 per cent. of the value of the pledged properties. Loans secured by commercial immovable property are eligible where the loan-to-value ratio of 60 per cent. is exceeded up to a maximum level of 70 per cent. if the value of the total assets pledged as collateral for the covered bonds exceed the nominal amount outstanding on the covered bond by at least 10 per cent., and the holders' claim meets the legal certainty requirements set out in Chapter 4. The holders' claim shall take priority over all other claims on the collateral.

In addition to meeting the conditions set forth in Chapter 4 of the CRR, the real estate mortgage securing the loans must be constituted with first rank over the full ownership of the entire property. If other mortgages are encumbered on the same property or if it is subject to prohibitions on disposition, resolutive condition or any other limitation of the domain, these must be cancelled or postponed to the mortgage, prior to its inclusion in the cover pool.

- 2) At the time of its incorporation into the cover pool, the loan secured by real estate mortgage may not exceed 60 per cent. of the appraised value of the mortgaged property. In the case of residential real estate, the loan may reach 80 per cent. of the appraised value. The term of amortisation of the guaranteed loan, when it finances the acquisition, construction or rehabilitation of the habitual residence, may not exceed 30 years. If, as a consequence of the amortisation of a loan initially ineligible for exceeding the indicated limits, the corresponding thresholds are reached, the loan with mortgage guarantee could be eligible as a collateral asset from that moment onwards.

When, due to depreciation of the collateral, at any time after its incorporation in the cover pool, the loan exceeds the limits set forth in the preceding paragraph, such loan shall be computed up to the limit indicated therein for the purposes of the coverage requirement set forth in Article 10.5 of Royal Decree-Law 24/2021.

- 3) The Mortgage Covered Bonds may be backed up to a limit of 10 per cent. of the principal amount by the following substitute assets:
 - a) fixed income securities admitted to trading on regulated markets issued by the counterparties referred to in letters (a) and (b) of Article 129.1 of the CRR; and/or
 - b) short-term deposits in credit institutions that comply with the provisions of Article 129.1 (c) of the CRR and the limits so provided.
- 4) If, due to the amortisation of the loans comprising the cover pool, the replacement assets exceed the applicable limits, the Issuer may choose to acquire its own mortgage covered bonds until the ratio is restored or replace them with other assets that meet the required conditions.
- 5) The Mortgage Covered Bonds must have the minimum level of legal over-collateralisation provided for in the first paragraph of Article 129.3a of the CRR.

In this regard, the Issuer has to maintain a cover pool for an amount equivalent to at least one hundred and five percent (105 per cent.) of the unamortised amount of the Covered Bonds (the **Legal Overcollateralisation**). In addition to the Legal Overcollateralisation, the Issuer may at any time during the life of the cover bond programme, at its own discretion, assume the obligation to maintain a level of guarantee higher than the Legal Overcollateralisation. The overcollateralisation level shall be disclosed in the periodic information the Issuer is obliged to provide pursuant to Article 19 of Royal Decree-Law 24/2021

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and, if applicable, as other relevant information, without prejudice to any other obligation derived from the regulations in force regarding the securities market.

- 6) The mortgaged property shall be insured against damage for at least the appraised value and the credit claim linked to the insurance shall be included in the special register of the mortgage covered bond programme.
- 7) The Issuer may not with respect to the loans included in the cover pool, except with the express authorisation of the cover pool monitor and, if applicable, subject to certain conditions:
 - a) voluntarily cancel such mortgages, for reasons other than the payment of the guaranteed loan;
 - b) waive or make any compromises with respect to any amounts due;
 - c) condone in whole or in part the guaranteed loan;
 - d) in general, perform any act that diminishes the rank, legal effectiveness or economic value of the mortgage or loan; or
 - e) postpone existing mortgages in its favour as security for loans.

Exceptionally, when the Issuer is bound by obligations in respect of the loans established in the applicable regulations, it may modify the terms and conditions of such loans without the express authorisation of the cover pool monitor. Such modifications shall be reported individually, at the time they are made, to the cover pool monitor, which, in any event, must verify that, following such modifications, none of the requirements and limits demanded of the eligible assets in Royal Decree-Law 24/2021 or contractually are breached and, therefore, they may continue to form part of the corresponding cover pool.

Assets consisting of credits or loans shall be included in the cover pool and shall serve as collateral for the total amount of the principal amount outstanding, regardless of the amount by which they contribute to the cover pool. In no case may the same asset belong to two different cover pools. Partial inclusion of assets in the cover pool is also not permitted.

The liquidity buffer shall be sufficient to cover the net liquidity outflow of each Covered Bonds programme during the following 180 days.

The covered bond programme shall guarantee that, at all times, the liabilities of the covered bonds of such programme are covered by the rights linked to the hedging assets as set forth in Royal Decree-Law 24/2021.

Public Sector Covered Bonds:

In accordance with Article 24 of Royal Decree-Law 24/2021, the cover pool for Public Sector Cover Bonds will comprise of the following assets:

- 1) The eligible primary assets listed in letter (a) of Article 129.1 of the CRR, provided that such loans are not linked to the financing of export contracts for goods and services or to the internationalisation of companies, and which form part of the cover pool, the eligible replacement assets, the liquid assets that make up the liquidity buffer of the cover pool and the economic flows generated by the derivative financial instruments linked to each issue, all in accordance with the legislation in force and the corresponding issue programme authorised by the Bank of Spain.
- 2) The Public Sector Covered Bonds may be backed up to a limit of 10 per cent. of the principal amount by the following substitute assets:
 - a) fixed income securities admitted to trading on regulated markets issued by the counterparties referred to in letters (a) and (b) of Article 129.1 of the CRR; and/or
 - b) short-term deposits in credit institutions that comply with the provisions of Article 129.1 (c) of the CRR and the limits so provided.

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- 3) The Public Sector Covered Bonds must have the minimum level of legal over-collateralisation provided for in the first paragraph of Article 129.3a of the CRR.

In this regard, the Issuer has to maintain a cover pool for an amount equivalent to the Legal Overcollateralisation. In addition to the Legal Overcollateralisation, the Issuer may at any time during the life of the cover bond programme, at its own discretion, assume the obligation to maintain a level of guarantee higher than the Legal Overcollateralisation. The overcollateralisation level shall be disclosed in the periodic information the Issuer is obliged to provide pursuant to Article 19 of Royal Decree-Law 24/2021 and, if applicable, as other relevant information, without prejudice to any other obligation derived from the regulations in force regarding the securities market.

- 4) The Issuer may not with respect to the loans subject to the cover pool, except with the express authorisation of the cover pool monitor and, if applicable, subject to the conditions that it may establish none of the acts included in Article 23.7 of Royal Decree-Law 24/2021.

Assets consisting of credits or loans shall be included in the cover pool and shall serve as collateral for the total amount of the principal outstanding, regardless of the amount by which they contribute to the cover pool. In no case may the same asset belong to two different cover pools. Partial inclusion of assets in the cover pool is not permitted.

The liquidity buffer shall be sufficient to cover the net liquidity outflow of each Covered Bonds programme during the following 180 days.

The covered bond programme shall guarantee that, at all times, the liabilities of the covered bonds of such programme are covered by the rights linked to the hedging assets as set forth in Royal Decree-Law 24/2021.

Internationalisation Covered Bonds:

In accordance with Article 25 of Royal Decree-Law 24/2021, the cover pool for Internationalisation Covered Bonds will comprise of the following assets:

- 1) The eligible primary assets listed in letters (a) and (b) of Article 129.1 of the CRR, or secured by them, that are linked to the financing of export contracts for Spanish goods and services or those of other nationalities or to the internationalisation of companies resident in Spain or in other countries, provided that the borrower is not a Spanish public sector entity, and which form part of the cover pool, the eligible replacement assets, the liquid assets that make up the liquidity buffer of the cover pool and the economic flows generated by the derivative financial instruments linked to each issue, all in accordance with the legislation in force and the corresponding issue programme authorised by the Bank of Spain.
- 2) The Internationalisation Covered Bonds may be backed up to a limit of 10 per cent. of the principal amount by the following substitute assets:
 - a) fixed income securities admitted to trading on regulated markets issued by the counterparties referred to in letters (a) and (b) of Article 129.1 of the CRR; and/or
 - b) short-term deposits in credit institutions that comply with the provisions of Article 129.1 (c) of the CRR and the limits so provided.
- 3) The Internationalisation Covered Bonds must have the minimum level of legal over-collateralisation provided for in the first paragraph of Article 129.3a of the CRR.

In this regard, the Issuer has to maintain a cover pool for an amount equivalent to the Legal Overcollateralisation. In addition to the Legal Overcollateralisation, the Issuer may at any time during the life of the cover bond programme, at its own discretion, assume the obligation to maintain a level of guarantee higher than the Legal Overcollateralisation. The overcollateralisation level shall be disclosed in the periodic information the Issuer is obliged to provide pursuant to Article 19 of Royal Decree-Law 24/2021 and, if applicable, as other relevant information, without prejudice to any other obligation derived from the regulations in force regarding the securities market.

- 4) The Issuer may not with respect to the loans subject to the cover pool, except with the express authorisation of the cover pool monitor and, if applicable, subject to the conditions that it may establish none of the acts included in Article 23.7 of Royal Decree-Law 24/2021.

Assets consisting of credits or loans shall be included in the cover pool and shall serve as collateral for the total amount of the principal outstanding, regardless of the amount by which they contribute to the cover pool. In no case may the same asset belong to two different cover pools. Partial inclusion of assets in the cover pool is not permitted.

The liquidity buffer shall be sufficient to cover the net liquidity outflow of each Covered Bonds programme during the following 180 days.

The covered bond programme shall guarantee that, at all times, the liabilities of the covered bonds of such programme are covered by the rights linked to the hedging assets as set forth in Royal Decree-Law 24/2021.

Information regarding the Cover Pool included in the Issuer's covered bond programmes approved by the Bank of Spain can be found at: <https://accionistaseinversores.bbva.com/renta-fija/emisiones-y-programas/cedulas/>.

Special accounting record

Pursuant to Article 9 of Royal Decree-Law 24/2021, the Issuer has to keep a special accounting record where each and every loan and, if applicable, the drawn portion of the credits, replacement assets, assets to cover the liquidity requirement and derivative instruments, which makes up each applicable Cover Pool, as well as, if applicable, any collateral received in connection with positions in derivative instruments and any rights derived from insurance against damages attached to the issue, are recorded.

Nature and regime of the cover pool

Pursuant to Article 7 of Royal Decree-Law 24/2021, every covered bond programme must have, at all times, a cover pool. The Issuer shall ensure that the cover pool is made up of collateral with different characteristics in terms of structure, duration and risk profile.

For these purposes, the Issuer shall have internal policies and procedures to ensure compliance with this principle in the composition of the cover pool portfolio that meet, in particular, the following requirements:

- a) they must explicitly include internal rules and tests of granularity and concentration, on potential maturity, duration and interest rate mismatches and, if applicable, exchange rates;
- b) they must be approved by the Issuer's management body; and
- c) the part of the information on such policies and procedures that is most relevant to the investor must be included in the contractual terms and conditions.

Control Body of the cover pool of each programme

The Issuer must, in accordance with Article 30 of Royal Decree-Law 24/2021, designate for each covered bond programme, a cover pool monitor, which will act at all times in the interest of Covered Bondholders in respect of the applicable Cover Pool and whose function is to permanently monitor the cover pool associated with each covered bond issued. The cover pool monitor is responsible, among other things, for authorising the entry and removal of assets in the special register for each cover pool.

Each cover pool must also have a control body, which may be external or internal, and which will be appointed in accordance with the provisions of Article 31 of Royal Decree-Law 24/2021.

Royal Decree-Law 5/2023 introduced an additional chapter regulating the breaches of the duties of the cover pool monitor in the performance of its duties, making a distinction between severe and very severe breaches and setting forth penalties ranging from €250,000 to €10,000,000.

The cover pool monitor is required to immediately notify the Bank of Spain of any breach of its duties as set forth in Article 31.9 of Royal Decree-Law 24/2021.

The cover pool monitor of the programmes designated by the Issuer pursuant to the provisions set forth in Chapter 1, Title VI, of the First Book of Royal Decree-Law 24/2021 is Deloitte Strategy, Risk and Transactions, S.L.U., as authorised by the Bank of Spain on 25th July, 2024.

Extendable maturity

Article 15 of Royal Decree-Law 24/2021 allows for the possibility of issuing Covered Bonds with extendable maturity structures provided that the Covered Bondholders are protected in accordance with the following principles:

- 1) The triggering circumstances under Article 15.2 of Royal Decree-Law 24/2021 that could result in an extension of the maturity of any Series of Covered Bonds are the following:
 - a) there exists a danger of default in respect of the Covered Bonds due to liquidity issues in the applicable Cover Pool or for the Issuer. This shall be assessed when the liquidity buffer requirement of the applicable Cover Pool provided for in Article 11 of Royal Decree-Law 24/2021 is breached or when the Bank of Spain adopts any of the measures provided for in Article 68 of Law 10/2014 relating to the liquidity of the Issuer (other than the imposition of additional or more frequent communication obligations pursuant to Article 68.2j of Law 10/2014);
 - b) the insolvency or entry into resolution of the Issuer;
 - c) a declaration of non-viability of the Issuer in accordance with Article 8 of Law 11/2015; and
 - d) the existence of serious disturbances affecting national financial markets, where this has been announced by the Macropprudential Authority Financial Stability Board by means of a communication in the form of a warning or recommendation, which is not of a confidential nature.
- 2) The maturity may only be extended if any of the abovementioned circumstances have occurred, and the determination of whether they have occurred will in no case be left to the discretion of the Issuer.
- 3) The triggering circumstances for extensions shall be properly defined in the contractual terms and conditions of the Covered Bonds.
- 4) The information provided to investors in relation to the structure of the maturity of the Covered Bonds shall be adequately reflected in the terms and conditions of the Covered Bonds and it shall include:
 - a) the circumstances triggering an extension of maturity;
 - b) the consequences of the insolvency or resolution of the issuing entity of the Covered Bonds in the event of an extension of maturity; and
 - c) the role of the Bank of Spain and the cover pool monitor with regard to extensions of maturity.
- 5) The final maturity date of the Covered Bond shall be determinable at all times.
- 6) In the event of insolvency or resolution of the issuing entity, extensions of maturity shall not affect the priority of investors in the Covered Bonds nor shall they reverse the sequence of the original maturity schedule of the Covered Bonds programme.
- 7) The extension of the maturity shall not alter the structural characteristics of the Covered Bonds in relation to the double recourse and the guarantees in case of bankruptcy or resolution.

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All and any of the extensions described above require the prior authorisation of the Bank of Spain, upon the request by either the Issuer or the special cover pool monitor, in the terms of Article 15.4 of Royal Decree-Law 24/2021.

Supervision by the Bank of Spain

The Bank of Spain will be responsible for the public supervision of covered bond programmes. The Bank of Spain must provide its authorisation for the constitution of a covered bonds programme and has the power to obtain any necessary information, undertake investigative activities and impose such sanctions as may be necessary to perform its supervisory function and ensure that the requirements set forth in Royal Decree-Law 24/2021 are complied with. In this regard, the Issuer shall provide to the Bank of Spain upon request any information that the Bank of Spain deems necessary and, at least on a quarterly basis, the information required by Article 35 of Royal Decree-Law 24/2021.

In addition, the Bank of Spain will be in charge of applying sanctions to the cover pool monitor in the event of any of the infringements of chapter four of Royal Decree-Law 24/2021.

Order of priority and effects of the Issuer's tendering process

The Covered Bonds incorporate the rights of Covered Bondholders as creditors against the Issuer and shall be enforceable under the terms set forth in Law 1/2000, of January 7, on Civil Proceedings, in order to claim payment from the Issuer after their maturity. The creditors' rights of Covered Bondholders shall extend to the totality of the payment obligations associated with the Covered Bonds.

Covered Bondholders shall have the status of creditors with special preference provided for in paragraph 8 of Article 1922 and paragraph 6 of Article 1923 of the Civil Code, as opposed to any other creditors in relation to the loans and other assets included in the applicable Cover Pool, the replacement assets and, if applicable, the economic flows generated by the derivative instruments and rights derived from insurance against damages, in accordance with the provisions of Chapter III, Title XVII, of Book Four of the Civil Code.

All holders of Covered Bonds, regardless of their date of issue, will have the same priority over the loans and other assets included in the applicable Cover Pool and, if any, over the replacement assets and economic flows generated by the derivative financial instruments linked to the specific issues.

In the event of insolvency of the Issuer, Covered Bondholders will be accorded the special privilege status established pursuant to paragraph 7 of Article 270 of the Insolvency Law.

Neither the insolvency proceeding (*concurso de acreedores*) of the Issuer nor the Issuer being subject to any resolution procedure shall, notwithstanding the fact that, if applicable, it may result in the extension of the maturity of any Series of Covered Bonds, in any case:

- a) cause the mandatory early redemption of the Covered Bonds or the suspension of principal or interest being due and payable under the Covered Bonds or otherwise affect the Issuer's obligation to fulfil any of its obligations under the Covered Bonds (without prejudice to the provisions of Article 42.2 of Law 11/2015);
- b) entitle any Covered Bondholder to require the Issuer to redeem the Covered Bonds prior the Maturity Date or the Extended Final Maturity Date, as applicable;
- c) result in the suspension of the accrual of interest on the Covered Bonds; or
- d) result in the maturity or early termination of any derivative contracts included in the applicable Cover Pool.

In the event of insolvency of the Issuer, a special cover pool monitor will be appointed, from among the persons proposed by the FROB, to administer the corresponding covered bond programme and to monitor the rights and interests of the holders of covered bonds issued under such covered bond programme. Following such appointment and in consultation with the Bank of Spain, the Issuer's assets will be materially segregated from

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the assets comprising the applicable Cover Pool, with the assets of such Cover Pool becoming separate assets but without legal personality.

Such segregation entails that the assets included in the applicable Cover Pool:

- a) shall not form part of the insolvency estate of the Issuer until the privileged claims of Covered Bondholders and the derivative counterparties and the expenses derived from the maintenance and administration of the separate assets of the applicable Cover Pool and, if applicable, its liquidation are satisfied; and
- b) are protected against the rights of third parties and cannot be rescinded by application of the reinstatement actions provided for in the insolvency legislation, except in the case provided for in Article 42.2 of Royal Decree-Law 24/2021.

The special cover pool monitor will ensure that the assets registered in the special registry, together with the corresponding liabilities, are transferred to form a separate estate without legal personality.

Once any such asset transfer has been made, if the total value of the assets included in the applicable Cover Pool exceeds the total value of the liabilities in relation to such Cover Pool, the special cover pool monitor may decide whether to continue with the management of those assets as separate assets until their maturity or to make a total or partial assignment of such assets to another entity that is an issuer of covered bonds. Any such total or partial assignment will constitute a new covered bond programme for such entity, which will require the authorisation provided for in Article 34 of Royal Decree-Law 24/2021. The special cover pool monitor may determine that it is in the best interests of Covered Bondholders for the assets included in the applicable Cover Pool to be sold. This could result in Covered Bondholders receiving payment according to a different payment schedule than that contemplated by the terms of the Covered Bonds or the Covered Bondholders not receiving payment in full.

If the total value of the assets is less than the total value of the liabilities, the special cover pool monitor will request the liquidation of the separate estate following the ordinary bankruptcy procedure in accordance with the provisions of Article 46 of Royal Decree-Law 24/2021.

In the event that the privileged claim of Covered Bondholders cannot be fully settled against the applicable Cover Pool, Covered Bondholders will have a claim against the Issuer with the same priority as the other claims of the unsecured creditors. If, once the claims of Covered Bondholders have been fully settled against the cover pool, there is any remainder, it will revert to the insolvency estate of the Issuer.

For the purposes of this section, the terms below shall have the following definitions:

covered bonds means mortgage covered bonds, public sector covered bonds or internationalisation covered bonds (also referred to as (premium) covered bonds) issued by a credit institution in accordance with the provisions of Royal Decree-Law 24/2021 and secured by hedging assets of their corresponding cover pools to which the holders of those bonds may have direct recourse in their capacity as preferred creditors;

covered bond programme means the structural characteristics of one or several issues of a type of covered bond that are determined by applicable legal regulation and by contractual clauses and conditions, in accordance with the permission granted to the issuing entity by the Bank of Spain; and

cover pool means a pool of clearly defined assets that secure the payment obligations attached to a determined covered bond programme and that are segregable from other assets of the issuing entity as provided for by Royal Decree-Law 24/2021.

BOOK-ENTRY CLEARANCE SYSTEMS

The information set out below is subject to any change in or reinterpretation of the rules, regulations and procedures of DTC, Euroclear or Clearstream, Luxembourg (together, the Clearing Systems) currently in effect. The Issuer takes responsibility for the correct extraction and reproduction of the information in this section concerning the Clearing Systems, but neither the Issuer nor any Dealer takes any responsibility for the accuracy thereof. Investors wishing to use the facilities of any of the Clearing Systems are advised to confirm the continued applicability of the rules, regulations and procedures of the relevant Clearing System. Neither the Issuer nor any other party to the Agency Agreement will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, beneficial ownership interests in the Notes held through the facilities of any Clearing System or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

Book-entry Systems

DTC

DTC has advised the Issuer that it is a limited purpose trust company organised under the New York Banking Law, a member of the Federal Reserve System, a “banking organisation” within the meaning of the New York Banking Law, a “clearing corporation” within the meaning of the New York Uniform Commercial Code and a “clearing agency” registered pursuant to Section 17A of the Exchange Act. DTC holds securities that its participants (**Direct Participants**) deposit with DTC. DTC also facilitates the settlement among Direct Participants of securities transactions, such as transfers and pledges, in deposited securities through electronic computerised book-entry changes in Direct Participants’ accounts, thereby eliminating the need for physical movement of securities certificates. Direct Participants include securities brokers and dealers, banks, trust companies, clearing corporations and certain other organisations. DTC is owned by a number of its Direct Participants and by the New York Stock Exchange, Inc., the NYSE MKT LLC, Inc. and the Financial Industry Regulatory Authority, Inc. Access to the DTC System is also available to others such as securities brokers and dealers, banks and trust companies that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (**Indirect Participants** and, together with Direct Participants, **Participants**).

Under the rules, regulations and procedures creating and affecting DTC and its operations (the **Rules**), DTC makes book-entry transfers of Registered Notes among Direct Participants on whose behalf it acts with respect to Notes accepted into DTC’s book-entry settlement system (**DTC Notes**) as described below and receives and transmits distributions of principal and interest on DTC Notes. The Rules are on file with the Securities and Exchange Commission. Direct Participants and Indirect Participants with which beneficial owners of DTC Notes (**Owners**) have accounts with respect to the DTC Notes similarly are required to make book-entry transfers and receive and transmit such payments on behalf of their respective Owners. Accordingly, although Owners who hold DTC Notes through Direct Participants or Indirect Participants will not possess Registered Notes, the Rules, by virtue of the requirements described above, provide a mechanism by which Direct Participants will receive payments and will be able to transfer their interest in respect of the DTC Notes.

Purchases of DTC Notes under the DTC system must be made by or through Direct Participants, which will receive a credit for the DTC Notes on DTC’s records. The ownership interest of each actual purchaser of each DTC Note (**Beneficial Owner**) is in turn to be recorded on the Direct and Indirect Participant’s records. Beneficial Owners will not receive written confirmation from DTC of their purchase, but Beneficial Owners are expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the DTC Notes are to be accomplished by entries made on the books of Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in DTC Notes, except in the event that use of the book-entry system for the DTC Notes is discontinued.

To facilitate subsequent transfers, all DTC Notes deposited by Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co, or such other name as may be requested by an authorised

BOOK-ENTRY CLEARANCE SYSTEMS

representative of DTC. The deposit of DTC Notes with DTC and their registration in the name of Cede & Co. or such other DTC nominee effect no change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the DTC Notes; DTC's records reflect only the identity of the Direct Participants to whose accounts such DTC Notes are credited, which may or may not be the Beneficial Owners. The Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Redemption notices shall be sent to DTC. If less than all of the DTC Notes within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to DTC Notes, unless authorised by a Direct Participant in accordance with DTC's operational arrangements and the issuing/paying agent general operating procedures for money market instruments. Under its usual procedures, DTC mails an omnibus proxy to the Issuer as soon as possible after the record date. The omnibus proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the DTC Notes are credited on the record date (identified in a listing attached to the omnibus proxy).

Principal and interest payments on the DTC Notes will be made to DTC. DTC's practice is to credit Direct Participants' accounts on the due date for payment in accordance with their respective holdings shown on DTC's records unless DTC has reason to believe that it will not receive payment on the due date. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name", and will be the responsibility of such Participant and not of DTC or the Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest to DTC is the responsibility of the Issuer, disbursement of such payments to Direct Participants is the responsibility of DTC, and disbursement of such payments to the Beneficial Owners is the responsibility of Direct Participants and Indirect Participants.

Under certain circumstances, including if there is an Event of Default under the Notes, DTC will exchange the DTC Notes for definitive Registered Notes, which it will distribute to its Participants in accordance with their proportionate entitlements and which, if representing interests in a Rule 144A Global Note, will be legended as set forth under "*Subscription and Sale and Transfer and Selling Restrictions*".

Since DTC may only act on behalf of Direct Participants, who in turn act on behalf of Indirect Participants, any Owner desiring to pledge DTC Notes to persons or entities that do not participate in DTC, or otherwise take actions with respect to such DTC Notes, will be required to withdraw its Registered Notes from DTC as described below.

Euroclear and Clearstream, Luxembourg

Euroclear and Clearstream, Luxembourg each holds securities for its customers and facilitates the clearance and settlement of securities transactions by electronic book-entry transfer between their respective account holders. Euroclear and Clearstream, Luxembourg provide various services including safekeeping, administration, clearance and settlement of internationally traded securities and securities lending and borrowing. Euroclear and Clearstream, Luxembourg also deal with domestic securities markets in several countries through established depository and custodial relationships. Euroclear and Clearstream, Luxembourg have established an electronic bridge between their two systems across which their respective participants may settle trades with each other.

Euroclear and Clearstream, Luxembourg customers are world-wide financial institutions, including underwriters, securities brokers and dealers, banks, trust companies and clearing corporations. Indirect access to Euroclear and Clearstream, Luxembourg is available to other institutions that clear through or maintain a

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custodial relationship with an account holder of either system. For further information on Euroclear and Clearstream, Luxembourg relating to the Notes, please see “*Taxation*”.

Book-entry Ownership of and Payments in respect of DTC Notes

The Issuer may apply to DTC in order to have any Tranche of Notes represented by a Registered Global Note accepted in its book-entry settlement system. Upon the issue of any such Registered Global Note, DTC or its custodian will credit, on its internal book-entry system, the respective nominal amounts of the individual beneficial interests represented by such Registered Global Note to the accounts of persons who have accounts with DTC. Such accounts initially will be designated by or on behalf of the relevant Dealer. Ownership of beneficial interests in such a Registered Global Note will be limited to Direct Participants or Indirect Participants, including, in the case of a Regulation S Global Note, the respective depositaries of Euroclear and Clearstream, Luxembourg. Ownership of beneficial interests in a Registered Global Note accepted by DTC will be shown on, and the transfer of such ownership will be effected only through, records maintained by DTC or its nominee (with respect to the interests of Direct Participants) and the records of Direct Participants (with respect to interests of Indirect Participants).

Payments in U.S. dollars of principal and interest in respect of a Registered Global Note accepted by DTC will be made to the order of DTC or its nominee as the registered holder of such Note. In the case of any payment in a currency other than U.S. dollars, payment will be made to the Exchange Agent on behalf of DTC or its nominee and the Exchange Agent will (in accordance with instructions received by it) remit all or a portion of such payment for credit directly to the beneficial holders of interests in the Registered Global Note in the currency in which such payment was made and/or cause all or a portion of such payment to be converted into U.S. dollars and credited to the applicable Participants’ account.

The Issuer expects DTC to credit accounts of Direct Participants on the applicable payment date in accordance with their respective holdings as shown in the records of DTC unless DTC has reason to believe that it will not receive payment on such payment date. The Issuer also expects that payments by Participants to beneficial owners of Notes will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers, and will be the responsibility of such Participant and not the responsibility of DTC, the Principal Paying Agent, the U.S. Registrar or the Issuer. Payment of principal, premium, if any, and interest, if any, on Notes to DTC is the responsibility of the Issuer.

Transfers of Notes Represented by Registered Global Notes

Transfers of any interests in Notes represented by a Registered Global Note within DTC, Euroclear and Clearstream, Luxembourg will be effected in accordance with the customary rules and operating procedures of the relevant clearing system. The laws in some States within the United States require that certain persons take physical delivery of securities in definitive form. Consequently, the ability to transfer Notes represented by a Registered Global Note to such persons may depend upon the ability to exchange such Notes for Notes in definitive form. Similarly, because DTC can only act on behalf of Direct Participants in the DTC system who in turn act on behalf of Indirect Participants, the ability of a person having an interest in Notes represented by a Registered Global Note accepted by DTC to pledge such Notes to persons or entities that do not participate in the DTC system or otherwise to take action in respect of such Notes may depend upon the ability to exchange such Notes for Notes in definitive form. The ability of any holder of Notes represented by a Registered Global Note accepted by DTC to resell, pledge or otherwise transfer such Notes may be impaired if the proposed transferee of such Notes is not eligible to hold such Notes through a direct or indirect participant in the DTC system.

Subject to compliance with the transfer restrictions applicable to the Registered Notes described under “*Subscription and Sale and Transfer and Selling Restrictions*”, cross-market transfers between DTC, on the one hand, and directly or indirectly through Clearstream, Luxembourg or Euroclear accountholders, on the other, will be effected by the relevant clearing system in accordance with its rules and through action taken by the relevant Registrar, the Principal Paying Agent and any custodian (**Custodian**) with whom the relevant Registered Global Notes have been deposited.

BOOK-ENTRY CLEARANCE SYSTEMS

On or after the Issue Date for any Series, transfers of Notes of such Series between accountholders in Clearstream, Luxembourg and Euroclear will generally have a settlement date two business days after the trade date (T+2) and transfers of Notes of such Series between participants in DTC will generally have a settlement date one business day after the trade date (T+1). The customary arrangements for delivery versus payment will apply to such transfers.

Cross-market transfers between accountholders in Clearstream, Luxembourg or Euroclear and DTC participants will need to have an agreed settlement date between the parties to such transfer. Because there is no direct link between DTC, on the one hand, and Clearstream, Luxembourg and Euroclear, on the other, transfers of interests in the relevant Registered Global Notes will be effected through the relevant Registrar, the Principal Paying Agent and the Custodian receiving instructions (and, where appropriate, certification) from the transferor and arranging for delivery of the interests being transferred to the credit of the designated account for the transferee. In the case of cross-market transfers, settlement between Euroclear or Clearstream, Luxembourg accountholders and DTC participants cannot be made on a delivery versus payment basis. The securities will be delivered on a free delivery basis and arrangements for payment must be made separately.

DTC, Clearstream, Luxembourg and Euroclear have each published rules and operating procedures designed to facilitate transfers of beneficial interests in Registered Global Notes among participants and accountholders of DTC, Clearstream, Luxembourg and Euroclear. However, they are under no obligation to perform or continue to perform such procedures, and such procedures may be discontinued or changed at any time. None of the Issuer, the Agents or any Dealer will be responsible for any performance by DTC, Clearstream, Luxembourg or Euroclear or their respective direct or indirect participants or accountholders of their respective obligations under the rules and procedures governing their operations and none of them will have any liability for any aspect of the records relating to or payments made on account of beneficial interests in the Notes represented by Registered Global Notes or for maintaining, supervising or reviewing any records relating to such beneficial interests.

TAXATION

Tax legislation, including in the country where the investor is domiciled or tax resident and in the Issuer's country of incorporation, may have an impact on the income that an investor receives from the Notes.

SPAIN

The following summary refers solely to certain Spanish tax consequences of the acquisition, ownership and disposition of the Notes. It does not purport to be a complete analysis of all tax consequences relating to the Notes and does not purport to deal with the tax consequences applicable to all categories of investors, some of which might be subject to special rules. Prospective investors should consult their own tax advisers as to the consequences under the tax laws of the country of which they are resident for tax purposes and the tax laws of Spain of acquiring, holding and disposing of Notes and receiving any payments under the Notes. This summary is based upon the law as in effect on the date of this Offering Circular and is subject to any change in law that may take effect after such date. References in this section to Noteholders include the beneficial owners of the Notes.

Acquisition of the Notes

The issue of, subscription for, transfer and acquisition of the Notes is exempt from Transfer and Stamp Tax (*Impuesto sobre Transmisiones Patrimoniales y Actos Jurídicos Documentados*) and Value Added Tax (*Impuesto sobre el Valor Añadido*).

Taxation on the income and transfer of the Notes

The tax treatment of the acquisition, holding and subsequent transfer of the Notes is summarised below and is based on the tax regime applicable to the Notes pursuant to Royal Legislative Decree 5/2004 of 5th March approving the consolidated text of the Non-Resident Income Tax Law (*Impuesto sobre la Renta de los no Residentes*), as amended (the **Non-Resident Income Tax Law**), Law 27/2014 of 27th November on Corporate Income Tax (*Impuesto sobre Sociedades*) (the **Corporate Income Tax Law**), Law 35/2006 of 28th November on Personal Income Tax (*Impuesto sobre la Renta de las Personas Físicas*), as amended (the **Personal Income Tax Law**), Law 19/1991 of 6th June approving the Wealth Tax Law (*Impuesto sobre el Patrimonio*), Law 38/2022 of 27th December introducing temporary taxation of energy and of credit institutions and financial credit establishments and which also creates a temporary solidarity tax on large fortunes (*Impuesto temporal de Solidaridad de las Grandes Fortunas*) and Law 29/1987 of 18th December approving the Inheritance and Gift Tax Law (*Impuesto sobre Sucesiones y Donaciones*). The summary below also considers the rules for the implementation of such regulations (Royal Decree 1776/2004 of 30th July approving the Non-Resident Income Tax Regulations as amended, Royal Decree 439/2007 of 30th March, approving the Individuals Income Tax Regulations as amended and Royal Decree 634/2015 of 10th July approving the Corporate Income Tax Regulations).

Consideration has also been given to Spanish legislation on the issuance of preferred securities and debt securities issued by Spanish financial and non-financial listed entities, either directly or through a subsidiary, Law 10/2014 and RD 1065/2007 approving the General Regulations relating to tax inspection and management procedures and developing the common rules of the procedures to apply taxes.

Income not obtained through a permanent establishment in Spain in respect of the Notes

Income obtained by Noteholders who are not tax resident in Spain acting for these purposes without a permanent establishment within Spain is exempt from Non-Resident Income Tax subject to the reporting obligations as set out in RD 1065/2007 (see “Taxation – Tax Reporting Obligations of the Issuer”).

Income obtained through a permanent establishment in Spain in respect of the Notes/Corporate Income Tax taxpayers.

The holding of Notes by investors who are not resident for tax purposes in Spain will not in itself create the existence of a permanent establishment in Spain.

Income obtained by non-Spanish resident holders acting through a permanent establishment in Spain in respect of the Notes will be taxed under the rules provided by Chapter III of the Non-Resident Income Tax Law. These Noteholders will be subject to taxation substantially in the same manner as Spanish Corporate Income Tax taxpayers and, therefore, it shall be computed as taxable income in accordance with the general rules set out in the Corporate Income Tax Law and will therefore be taxed generally at the current rate of 25 per cent.

According to Article 44 of RD 1065/2007, the Issuer is not obliged to withhold any tax amount on income derived from payment of interest, redemption or repayment of the Notes obtained by a permanent establishment in Spain in respect of the Notes or Corporate Income Tax payers provided that the information procedures are complied with as it is described in section “*Taxation – Tax Reporting Obligations of the Issuer*”.

Income derived from the transfer of the Notes shall not be subject to withholding tax as provided by Section 61(s) of the Corporate Income Tax Regulations, to the extent that the Notes satisfy the requirements laid down by the reply to the Directorate General for Taxation’s (*Dirección General de Tributos*) consultation, on 27th July, 2004, indicating that in the case of issuances made by entities with tax residency in Spain (as in the case of the Issuer), application of the exemption requires that the Notes be placed outside Spain in another OECD country and traded on organised markets in OECD countries. Notes traded outside Spain and issued under the Programme are expected to satisfy these requirements.

Individuals with tax residency in Spain

Income obtained by Noteholders who are Personal Income Tax payers, both as interest and in connection with the transfer, redemption or repayment of the Notes, shall be considered income on investments obtained from the assignment of an individual’s capital to third parties, as defined in Section 25.2 of Individuals Income Tax Law, and therefore will be taxed as savings income at the applicable rate (currently varying from 19 per cent. to 30 per cent.).

The above-mentioned income will be subject to the corresponding personal income tax withholding at the applicable tax rate of 19 per cent. Article 44 of the RD 1065/2007 establishes information procedures for debt instruments issued under the Law 10/2014 and has provided that the interest will be paid by the Issuer to the relevant Paying Agent for the whole amount, provided that such information procedures are complied with.

Nevertheless, withholding tax at the applicable rate of 19 per cent. may have to be deducted by other entities (such as depositaries or financial entities), provided that such entities are resident for tax purposes in Spain or have a permanent establishment in Spanish territory.

According to RD 1065/2007, the Issuer is not obliged to withhold any tax amount provided that the information procedures (which do not require identification of the Noteholders) are complied with by the relevant Paying Agent as it is described in section “*Taxation – Tax Reporting Obligations of the Issuer*”.

However, regarding the interpretation of the “*Taxation – Tax Reporting Obligations of the Issuer*” please refer to “*Risk Factors – Spanish tax rules*”.

Wealth Tax

Individuals with tax residency in Spain are subject to Wealth Tax to the extent that their net worth exceeds €700,000. Therefore, they should take into account the value of the Notes which they hold as at 31st December, each year.

Individuals resident in a country with which Spain has entered into a double tax treaty in relation to Wealth Tax would generally not be subject to such tax. Otherwise, non-Spanish resident individuals whose properties and rights are located in Spain, or that can be exercised within the Spanish territory, and exceed €700,000 would be subject to Wealth Tax at the applicable rates, ranging between 0.2 per cent. and 3.5 per cent., without prejudice to any exemption which may apply.

In accordance with the Fourth Additional Provision of the Wealth Tax Law as amended by Law 11/2021 of 9th July, 2021, non-resident taxpayers will be entitled to the application of specific regulations approved by the Autonomous Community where the greater value of the assets and rights they own and for which the tax is required is located, can be exercised or must be fulfilled in Spanish territory.

In addition to Wealth Tax, the temporary “Solidarity Tax on Large Fortunes” applies as a complementary tax to Wealth Tax charged on net assets in excess of €3,000,000, with rates from 1.7 per cent. to 3.5 per cent. The amount of this tax can be deducted by the amount of Wealth Tax paid in the corresponding fiscal year. The application of the Solidarity Tax on Large Fortunes has been extended indefinitely, by virtue of Royal Decree-Law 8/2023 of 27th December 2024.

Legal entities are not subject to Wealth Tax nor to the Solidarity Tax on Large Fortunes.

Inheritance and Gift Tax

The transfer of the Notes to individuals by inheritance, legacy or donation shall be subject to the general rules of Inheritance and Gift Tax (*Impuesto sobre Sucesiones y Donaciones*) in accordance with the applicable Spanish and State rules even if title passes outside Spain and neither the heir nor the beneficiary, as the case may be, is resident in Spain for tax purposes, without prejudice to the provisions of any double taxation treaty (DTT) signed by Spain.

According to the Second Additional Provision of Law 29/1987 of 18th December approving the Inheritance and Gift Tax Law, non-Spanish tax resident individuals may be subject to Inheritance and Gift Tax in accordance with the rules set forth in the relevant autonomous regions in accordance with the law. As such, prospective investors should consult their tax advisers.

The effective tax rate, after applying all relevant factors, ranges between 0 per cent. and 81.6 per cent.

In the event that the beneficiary is an entity other than a natural person, such income shall be subject to Corporate Income Tax or Non-Resident Income Tax, as the case may be, and without prejudice, in the latter event, to the provisions of any DTT that may apply.

Tax Reporting Obligations of the Issuer

Article 44 of RD 1065/2007 sets out the reporting obligations applicable to preference shares and debt instruments issued under Law 10/2014. The procedures apply to interest deriving from preference shares and debt instruments to which Law 10/2014 refers, including debt instruments issued at a discount for a period equal to or less than twelve months.

According to the literal wording of Article 44.5 of RD 1065/2007, income derived from securities originally registered with the entities that manage clearing systems located outside Spain, that are recognised by Spanish law or by the law of another OECD country (such as DTC, Euroclear or Clearstream, Luxembourg), will be paid free of Spanish withholding tax provided that the Paying Agent appointed by the Issuer submits a statement to the Issuer, the form of which is included in the Agency Agreement, with the following information:

- (i) identification of the securities;
- (ii) payment date;
- (iii) total amount of income paid on the relevant date; and

TAXATION

- (iv) total amount of the income corresponding to each clearing house located outside Spain.

In accordance with paragraph 6 of Article 44 of RD 1065/2007, the relevant Paying Agent should provide the Issuer with the statement on the business day immediately prior to each interest payment date. The statement must reflect the situation at the close of business of that same day. In the event that on the date, the entity obliged to provide the statement fails to do so, the Issuer or the relevant Paying Agent on its behalf will make a withholding at the general rate of 19 per cent. on the total amount of the return on the relevant Notes.

If, before the tenth day of the month following the month in which interest is paid, the obliged entity provides the statement, the Issuer will reimburse the amounts withheld.

Prospective investors should note that the Issuer does not accept any responsibility in relation to any failure in the delivery of the relevant statement by the relevant Paying Agent in connection with each payment of interest under the Notes. Accordingly, the Issuer will not be liable for any damage or loss suffered by any beneficial owner who would otherwise be entitled to an exemption from Spanish withholding tax but whose payments are nonetheless paid net of Spanish withholding tax because the relevant statement was not duly delivered to the Issuer. Moreover, the Issuer will not pay any additional amounts with respect to any such withholding tax due to any failure of the relevant Paying Agent to provide the relevant statement.

In the event that the currently applicable procedures are modified, amended or supplemented by, among other things, any Spanish law, regulation, interpretation or ruling of the Spanish tax authorities, the Issuer will notify the Noteholders of such information procedures and their implications, as the Issuer may be required to apply withholding tax on interest payments in respect of the Notes if the Noteholders do not comply with such information procedures, and will not pay any additional amounts with respect to any such withholding tax.

Regarding the interpretation of Article 44 RD 1065/2007 and the simplified information procedures please refer to “*Risk Factors – Spanish tax rules*”.

U.S. FOREIGN ACCOUNT TAX COMPLIANCE ACT WITHHOLDING

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986, commonly known as FATCA, a **foreign financial institution** (as defined by FATCA) may be required to withhold on certain payments it makes (**foreign passthru payments**) to persons that fail to meet certain certification, reporting or related requirements. The issuer is a foreign financial institution for these purposes. A number of jurisdictions (including Spain have entered into, or have agreed in substance to, intergovernmental agreements with the United States to implement FATCA (**IGAs**), which modify the way in which FATCA applies in their jurisdictions. Under the provisions of IGAs as currently in effect, a foreign financial institution in an IGA jurisdiction would generally not be required to withhold under FATCA or an IGA from payments that it makes. Certain aspects of the application of the FATCA provisions and IGAs to instruments such as Notes, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as Notes, are uncertain and may be subject to change. Even if withholding would be required pursuant to FATCA or an IGA with respect to payments on instruments such as Notes, such withholding would not apply prior to the date that is two years after the date on which final regulations defining foreign passthru payments are published in the U.S. Federal Register and Notes issued on or prior to the date that is six months after the date on which final regulations defining foreign passthru payments are published generally would be grandfathered for purposes of FATCA withholding unless materially modified after such date (including by reason of a substitution of the issuer). However, if additional Notes (as described under “Terms and Conditions—Further Issues”) that are not distinguishable from previously issued Notes are issued after the expiration of the grandfathering period and are subject to withholding under FATCA, then withholding agents may treat all Notes, including the Notes offered prior to the expiration of the grandfathering period, as subject to withholding under FATCA.

Holders should consult their own tax advisers regarding how these rules may apply to their investment in Notes. In the event any withholding would be required pursuant to FATCA or an IGA with respect to payments on the Notes, no person will be required to pay additional amounts as a result of the withholding.

SUBSCRIPTION AND SALE AND TRANSFER AND SELLING RESTRICTIONS

The Dealers have, in an amended and restated programme agreement dated 17th July, 2026 (such amended and restated programme agreement as further amended and/or supplemented and/or restated from time to time, the **Programme Agreement**) agreed with the Issuer a basis upon which they or any of them may from time to time agree to purchase or procure subscribers for Notes. Any such agreement will extend to those matters stated under “*Form of the Notes*” and “*Terms and Conditions of the Notes*”. In the Programme Agreement, the Issuer has agreed to reimburse the Dealers for certain of its expenses in connection with the establishment and any future update of the Programme and the issue of Notes under the Programme and to indemnify the Dealers against certain liabilities incurred by them in connection therewith. The Dealers are entitled in certain circumstances to be released and discharged from their obligations under the Programme Agreement prior to the closing of the issue of the Notes, including in the event that certain conditions precedent are not delivered or met to their satisfaction on the Issue Date. In this situation, the issuance of the Notes may not be completed. Investors will have no rights against the Issuer or Dealers in respect of any expense incurred or loss suffered in these circumstances.

In order to facilitate the offering of any Tranche of the Notes, certain persons participating in the offering of the Tranche may engage in transactions that stabilise, maintain or otherwise affect the market price of the relevant Notes during and after the offering of the Tranche. Specifically, such persons may over-allot or create a short position in the Notes for their own account by selling more Notes than have been sold to them by the Issuer. Such persons may also elect to cover any such short position by purchasing Notes in the open market. In addition, such persons may stabilise or maintain the price of the Notes by bidding for or purchasing Notes in the open market and may impose penalty bids, under which selling concessions allowed to syndicate members or other broker-dealers participating in the offering of the Notes are reclaimed if Notes previously distributed in the offering are repurchased in connection with stabilisation transactions or otherwise. The effect of these transactions may be to stabilise or maintain the market price of the Notes at a level above that which might otherwise prevail for a limited period after the Issue Date. The imposition of a penalty bid may also affect the price of the Notes to the extent that it discourages resales thereof. No representation is made as to the magnitude or effect of any such stabilising or other transactions. Such transactions, if commenced, may be discontinued at any time and must be brought to an end after a limited period. Under UK and EU laws and regulations, stabilisation activities may only be carried on by the Stabilisation Manager named in the applicable Final Terms (or persons acting on its behalf) and may only continue for a limited period following the Issue Date (or, if the ending day would be earlier, 60 days after the date of allotment) of the relevant Tranche of Notes.

Transfer Restrictions

As a result of the following restrictions, purchasers of Notes in the United States are advised to consult legal counsel prior to making any purchase, offer, sale, resale or other transfer of such Notes.

Each person wishing to transfer an interest from one Registered Global Note to another or from global to definitive form or vice versa, will be required to acknowledge, represent and agree, and each person purchasing an interest in a Registered Global Note with a view to holding it in the form of an interest in the same Global Note will be deemed to have acknowledged, represented and agreed, as follows (terms used in this paragraph that are defined in Rule 144A or in Regulation S are used herein as defined therein):

- (a) that: (i) it is a QIB, purchasing (or holding) the Notes for its own account or for the account of one or more QIBs and it is aware that any sale to it is being made in reliance on Rule 144A, (ii) it is an Institutional Accredited Investor which has delivered an IAI Investment Letter or (iii) it is outside the United States and is not a U.S. person;
- (b) that the Notes are being offered and sold in a transaction not involving a public offering in the United States within the meaning of the Securities Act, and that the Notes have not been and will not be registered under the Securities Act or any other applicable U.S. State securities laws and may not be

SUBSCRIPTION AND SALE AND TRANSFER AND SELLING RESTRICTIONS

offered or sold within the United States or to, or for the account or benefit of, U.S. persons except as set forth below;

- (c) that, unless it holds an interest in a Regulation S Global Note and is a person located outside the United States and is not a U.S. person, if in the future it decides to resell, pledge or otherwise transfer the Notes or any beneficial interests in the Notes, it will do so, prior to the date which is one year after the later of the last Issue Date for the Series and the last date on which the Issuer or an affiliate of the Issuer was the owner of such Notes, only (i) to the Issuer or any affiliate thereof, (ii) inside the United States to a person whom the seller reasonably believes is a QIB purchasing for its own account or for the account of a QIB in a transaction meeting the requirements of Rule 144A, (iii) outside the United States in compliance with Rule 903 or Rule 904 under the Securities Act, (iv) pursuant to the exemption from registration provided by Rule 144 under the Securities Act (if available) or (v) pursuant to an effective registration statement under the Securities Act, in each case in accordance with all applicable U.S. State securities laws;
- (d) that it will, and will require each subsequent holder to, notify any purchaser of the Notes from it of the resale restrictions referred to in paragraph (c) above, if then applicable;
- (e) that Notes initially offered in the United States to QIBs will be represented by one or more Rule 144A Global Notes, that Notes offered to Institutional Accredited Investors will be in the form of Definitive IAI Registered Notes and that Notes offered outside the United States in reliance on Regulation S will be represented by one or more Regulation S Global Notes;
- (f) that the Notes, other than the Regulation S Global Notes, will bear a legend to the following effect unless otherwise agreed to by the Issuer:

“THIS SECURITY HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE **SECURITIES ACT**), OR ANY OTHER APPLICABLE U.S. STATE SECURITIES LAWS AND, ACCORDINGLY, THIS SECURITY MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS EXCEPT AS SET FORTH IN THE FOLLOWING SENTENCE. BY ITS ACQUISITION HEREOF, THE HOLDER: (A) REPRESENTS THAT (1) IT IS A **QUALIFIED INSTITUTIONAL BUYER** (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT (RULE 144A)) PURCHASING THE SECURITIES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF ONE OR MORE QUALIFIED INSTITUTIONAL BUYERS OR (2) IT IS AN INSTITUTIONAL “ACCREDITED INVESTOR” (AS DEFINED IN RULE 501(A)(1), (2), (3) OR (7) UNDER THE SECURITIES ACT) (AN **INSTITUTIONAL ACCREDITED INVESTOR**); (B) AGREES THAT IT WILL NOT RESELL OR OTHERWISE TRANSFER THE SECURITIES EXCEPT IN ACCORDANCE WITH THE AGENCY AGREEMENT AND, PRIOR TO THE DATE WHICH IS TWO YEARS AFTER THE LATER OF THE LAST ISSUE DATE FOR THE SERIES AND THE LAST DATE ON WHICH THE ISSUER OR AN AFFILIATE OF THE ISSUER WAS THE OWNER OF SUCH SECURITIES OTHER THAN (1) TO THE ISSUER OR ANY AFFILIATE THEREOF, (2) INSIDE THE UNITED STATES TO A PERSON WHOM THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF ONE OR MORE QUALIFIED INSTITUTIONAL BUYERS IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A, (3) OUTSIDE THE UNITED STATES IN COMPLIANCE WITH RULE 903 OR RULE 904 UNDER THE SECURITIES ACT, (4) PURSUANT TO THE EXEMPTION FROM REGISTRATION PROVIDED BY RULE 144 UNDER THE SECURITIES ACT (IF AVAILABLE) OR (5) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, IN EACH CASE IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS OF THE STATES OF THE UNITED STATES AND ANY OTHER JURISDICTION; AND (C) IT AGREES THAT IT WILL DELIVER TO EACH PERSON TO WHOM THIS SECURITY IS TRANSFERRED A NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS LEGEND.

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THIS SECURITY AND RELATED DOCUMENTATION (INCLUDING, WITHOUT LIMITATION, THE AGENCY AGREEMENT REFERRED TO HEREIN) MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME, WITHOUT THE CONSENT OF, BUT UPON NOTICE TO, THE HOLDERS OF SUCH SECURITIES SENT TO THEIR REGISTERED ADDRESSES, TO MODIFY THE RESTRICTIONS ON AND PROCEDURES FOR RESALES AND OTHER TRANSFERS OF THIS SECURITY TO REFLECT ANY CHANGE IN APPLICABLE LAW OR REGULATION (OR THE INTERPRETATION THEREOF) OR IN PRACTICES RELATING TO RESALES OR OTHER TRANSFERS OF RESTRICTED SECURITIES GENERALLY. THE HOLDER OF THIS SECURITY SHALL BE DEEMED, BY ITS ACCEPTANCE OR PURCHASE HEREOF, TO HAVE AGREED TO ANY SUCH AMENDMENT OR SUPPLEMENT (EACH OF WHICH SHALL BE CONCLUSIVE AND BINDING ON THE HOLDER HEREOF AND ALL FUTURE HOLDERS OF THIS SECURITY AND ANY SECURITIES ISSUED IN EXCHANGE OR SUBSTITUTION THEREFOR, WHETHER OR NOT ANY NOTATION THEREOF IS MADE HEREON).”;

- (g) if it is outside the United States and is not a U.S. person, that if it should resell or otherwise transfer the Notes prior to the expiration of the distribution compliance period (defined as 40 days after the later of the commencement of the offering and the closing date with respect to the original issuance of the Notes), it will do so only (i) (A) to non-U.S. persons outside the United States in compliance with Rule 903 or 904 under the Securities Act or (B) to a QIB in compliance with Rule 144A or (C) to an Institutional Accredited Investor that provides a duly executed investment letter in the form set out in the Agency Agreement and (ii) in accordance with all applicable U.S. State securities laws; and it acknowledges that the Regulation S Global Notes will bear a legend to the following effect unless otherwise agreed to by the Issuer:

“THIS SECURITY HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE **SECURITIES ACT**), OR ANY OTHER APPLICABLE U.S. STATE SECURITIES LAWS AND, ACCORDINGLY, THIS SECURITY MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS EXCEPT IN ACCORDANCE WITH THE AGENCY AGREEMENT AND PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT. UNTIL THE EXPIRY OF THE PERIOD OF 40 DAYS AFTER THE COMPLETION OF THE DISTRIBUTION OF ALL THE NOTES OF THE TRANCHE OF WHICH THIS NOTE FORMS PART, SALES MAY NOT BE MADE IN THE UNITED STATES OR TO U.S. PERSONS UNLESS MADE (I) PURSUANT TO RULE 903 OR 904 OF REGULATION S UNDER THE SECURITIES ACT OR (II) TO QUALIFIED INSTITUTIONAL BUYERS AS DEFINED IN, AND IN TRANSACTIONS PURSUANT TO, RULE 144A UNDER THE SECURITIES ACT OR (III) TO INSTITUTIONAL “ACCREDITED INVESTORS” (AS DEFINED IN RULE 501(A)(1), (2), (3) OR (7) UNDER THE SECURITIES ACT) THAT PROVIDE A DULY EXECUTED INVESTMENT LETTER SUBSTANTIALLY IN THE FORM SET OUT IN THE AGENCY AGREEMENT.”; and

- (h) that the Issuer and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements and agrees that if any of such acknowledgements, representations or agreements made by it are no longer accurate, it shall promptly notify the Issuer; and if it is acquiring any Notes as a fiduciary or agent for one or more accounts it represents that it has sole investment discretion with respect to each such account and that it has full power to make the foregoing acknowledgements, representations and agreements on behalf of each such account.

Institutional Accredited Investors who purchase Registered Notes in definitive form offered and sold in the United States in reliance upon the exemption from registration provided by Regulation D of the Securities Act are required to execute and deliver to the U.S. Registrar an IAI Investment Letter. Upon execution and delivery of an IAI Investment Letter by an Institutional Accredited Investor, Notes will be issued in definitive registered form, see “*Form of the Notes*”.

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The IAI Investment Letter will state, among other things, the following:

- (a) that the Institutional Accredited Investor has received a copy of this Offering Circular and such other information as it deems necessary in order to make its investment decision;
- (b) that the Institutional Accredited Investor understands that any subsequent transfer of the Notes is subject to certain restrictions and conditions set forth in this Offering Circular and the Notes (including those set out above) and that it agrees to be bound by, and not to resell, pledge or otherwise transfer the Notes except in compliance with, such restrictions and conditions and the Securities Act;
- (c) that, in the normal course of its business, the Institutional Accredited Investor invests in or purchases securities similar to the Notes;
- (d) that the Institutional Accredited Investor is an Institutional Accredited Investor within the meaning of Rule 501(a)(1), (2), (3) or (7) of Regulation D under the Securities Act and has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of its investment in the Notes, and it and any accounts for which it is acting are each able to bear the economic risk of its or any such accounts' investment for an indefinite period of time;
- (e) that the Institutional Accredited Investor is acquiring the Notes purchased by it for its own account or for one or more accounts (each of which is an Institutional Accredited Investor) as to each of which it exercises sole investment discretion and not with a view to any distribution of the Notes, subject, nevertheless, to the understanding that the disposition of its property shall at all times be and remain within its control; and
- (f) that, in the event that the Institutional Accredited Investor purchases Notes, it will acquire Notes having a minimum purchase price of at least USD500,000 (or the approximate equivalent in another Specified Currency).

No sale of Legended Notes in the United States to any one purchaser will be for less than USD200,000 (or its foreign currency equivalent) principal amount or, in the case of sales to Institutional Accredited Investors, USD500,000 (or its foreign currency equivalent) principal amount and no Legended Note will be issued in connection with such a sale in a smaller principal amount. If the purchaser is a non-bank fiduciary acting on behalf of others, each person for whom it is acting must purchase at least USD200,000 (or its foreign currency equivalent) or, in the case of sales to Institutional Accredited Investors, USD500,000 (or its foreign currency equivalent) principal amount of Registered Notes.

Selling Restrictions

United States

The Notes have not been or will not be registered under the Securities Act or the securities laws of any state or other jurisdiction of the United States and the Notes may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in certain transactions exempt from or not subject to, the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S.

The Notes in bearer form are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by U.S. tax regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986 and Treasury regulations.

Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act. Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that, in connection with any Notes which are offered or sold outside the United States in reliance on an exemption from the registration requirements of the Securities Act provided under Regulation S

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(**Regulation S Notes**), it will not offer, sell or deliver such Regulation S Notes (a) as part of their distribution at any time or (b) otherwise until 40 days after the completion of the distribution of all Notes of the Tranche of which such Regulation S Notes are a part, within the United States or to, or for the account or benefit of, U.S. persons except in accordance with Regulation S of the Securities Act. Each Dealer has further agreed, and each further Dealer appointed under the Programme will be required to agree, that it will send to each dealer to which it sells any Regulation S Notes during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Regulation S Notes within the United States or to, or for the account or benefit of, U.S. persons. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

Until 40 days after the commencement of the offering of any Series of Notes, an offer or sale of such Notes within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with an available exemption from registration under the Securities Act.

Dealers may arrange for the resale of Notes to QIBs pursuant to Rule 144A and each such purchaser of Notes is hereby notified that the Dealers may be relying on the exemption from the registration requirements of the Securities Act provided by Rule 144A. The minimum aggregate principal amount of Notes which may be purchased by a QIB pursuant to Rule 144A is USD200,000 (or the approximate equivalent thereof in any other currency). To the extent that the Issuer is not subject to or does not comply with the reporting requirements of Section 13 or 15(d) of the Exchange Act or the information furnishing requirements of Rule 12g3-2(b) thereunder, the Issuer has agreed to furnish to holders of Notes and to prospective purchasers designated by such holders, upon request, such information as may be required by Rule 144A(d)(4).

Prohibition of sales to EEA Retail Investors

Unless the Final Terms in respect of any Senior Preferred Notes specifies “Prohibition of Sales to EEA Retail Investors” as “Not Applicable” and in the case of all other Notes, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Offering Circular as completed by the Final Terms in relation thereto to any retail investor in the EEA. For the purposes of this provision:

- (a) the expression **retail investor** means a person who is one (or more) of the following:
 - (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, **MiFID II**); or
 - (ii) a customer within the meaning of Directive (EU) 2016/97 (the **Insurance Distribution Directive**), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or
 - (iii) not a qualified investor as defined in the Prospectus Regulation, and
- (b) the expression an **offer** includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.

If the Final Terms in respect of any Senior Preferred Notes specifies “Prohibition of Sales to EEA Retail Investors” as “Not Applicable,” in relation to each Member State of the EEA, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this Offering Circular as completed by the Final Terms in relation thereto to the public in that Member State except that it may make an offer of such Notes to the public in that Member State:

- (a) at any time to any legal entity which is a qualified investor as defined in the Prospectus Regulation; or

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- (b) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Regulation) subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or
- (c) at any time in any other circumstances falling within Article 1(4) of the Prospectus Regulation,

provided that no such offer of Notes referred to in (a) to (c) above shall require the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation.

For the purposes of this provision,

- the expression **an offer of Notes to the public** in relation to any Notes in any Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes; and
- the expression **Prospectus Regulation** means Regulation (EU) 2017/1129, as amended.

Spain

Each Dealer has acknowledged and each further Dealer appointed under the Programme will be required to acknowledge that the Notes must not be offered, distributed or sold in Spain in the primary market. However, the Notes may be sold to Spanish resident investors in circumstances that satisfy the requirements set forth in the ruling of the Directorate General for Taxation (*Dirección General de Tributos*) of 27th July, 2004.

Notwithstanding this, the Notes may not be offered, sold or otherwise made available at any time to any retail investor in Spain. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or (ii) a customer within the meaning of the Insurance Distribution Directive, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in the Prospectus Regulation. Accordingly, any sales of the Notes in Spain shall be made only to professional clients (*clientes profesionales*) as defined in Article 194 of Law 6/2023 of 17th March on Spanish Securities Markets and Investment Services (*Ley 6/2023, de 17 de marzo, de los Mercados de Valores y de los Servicios de Inversión*), as amended, replaced or supplemented from time to time (**Law 6/2023**) or eligible counterparties (*contrapartes elegibles*) as defined in Article 196 of Law 6/2023 and as further limited by the second paragraph of Article 192 of Law 6/2023.

No publicity of any kind shall be made in Spain.

Belgium

Other than in respect of Notes for which "Prohibition of Sales to Belgian Consumers" is specified as "Not Applicable" in the applicable Final Terms, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that an offering of Notes may not be advertised to any individual in Belgium qualifying as a consumer within the meaning of Article I.1, 2° of the Belgian Code of Economic Law, as amended from time to time (a **Belgian Consumer**) and that it has not offered, sold or resold, transferred or delivered, and will not offer, sell, resell, transfer or deliver, the Notes, and that it has not distributed, and will not distribute, any prospectus, memorandum, information circular, brochure or any similar documents in relation to the Notes, directly or indirectly, to any Belgian Consumer.

Hong Kong

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

- (a) it has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any Notes, except for Notes which are a "structured product" as defined in the Securities and Futures Ordinance

(Cap. 571) of Hong Kong (the **SFO**), other than (i) to “professional investors” as defined in the SFO and any rules made under the SFO; or (ii) in other circumstances which do not result in the document being a “prospectus” as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) of Hong Kong (the **C(WUMP)O**) or which do not constitute an offer to the public within the meaning of the C(WUMP)O; and

- (b) it has not issued or had in its possession for the purposes of issue, and will not issue or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Notes, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to Notes which are or are intended to be disposed of only to persons outside Hong Kong or only to “professional investors” as defined in the SFO and any rules made under the SFO.

Republic of Italy

An offering of the Notes has not been registered pursuant to Italian securities legislation and, accordingly, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that no Notes may be offered, sold or delivered, nor may copies of this Offering Circular (including the applicable Final Terms) or of any other document relating to the Notes be distributed in the Republic of Italy, except:

- (a) to qualified investors (*investitori qualificati*), as defined pursuant to Article 2 of the Prospectus Regulation and any applicable provision of Legislative Decree No. 58 of 24th February, 1998, as amended (the **Italian Financial Services Act**) and the regulations of the *Commissione Nazionale per le Società e la Borsa* of the Republic of Italy (the **CONSOB**); or
- (b) in any other circumstances which are exempted from the rules on public offerings pursuant to Article 1 of the Prospectus Regulation, Article 100 of the Italian Financial Services Act, Article 34-ter of CONSOB Regulation No. 11971 of 14 May, 1999, as amended from time to time, and the applicable Italian laws.

Moreover and subject to the foregoing, each Dealer has represented and agreed and each further Dealer appointed under the Programme will be required to represent and agree that any offer, sale or delivery of the Notes or distribution of copies of this Offering Circular (including the applicable Final Terms) or any other document relating to the Notes in the Republic of Italy under (a) or (b) above must:

- (i) be made by an investment firm, bank or financial intermediary permitted to conduct such activities in the Republic of Italy in accordance with the Italian Financial Services Act, CONSOB Regulation No. 20307 of 15th February, 2018 (as amended from time to time) and Legislative Decree No. 385 of 1st September, 1993, as amended (the **Italian Banking Act**);
- (ii) comply with any other applicable laws and regulations or requirement imposed by CONSOB, the Bank of Italy (including the reporting requirements, where applicable, pursuant to Article 129 of the Italian Banking Act and the implementing guidelines of the Bank of Italy, as amended from time to time) and/or any other Italian authority; and
- (iii) in compliance with any other applicable laws and regulations or requirements imposed by CONSOB or other Italian authority.

Japan

Each Dealer has acknowledged, and each further Dealer appointed under the Programme will be required to acknowledge, that the Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended; the **FIEA**) and each Dealer has represented and agreed and each further Dealer appointed under the Programme will be required to represent and agree that it has not

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offered or sold and will not offer or sell any Notes, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (as defined under Item 5, Paragraph 1, Article 6 of the Foreign Exchange and Foreign Trade Act (Act No. 228 of 1949, as amended)), or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, a resident of Japan except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the FIEA and any other applicable laws, regulations and ministerial guidelines of Japan.

The PRC

Each of the Dealers has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that the Notes are not being offered or sold and may not be offered or sold, directly or indirectly, in the PRC, except as permitted by the securities laws of the PRC.

Singapore

Each Dealer has acknowledged, and each further Dealer appointed under the Programme will be required to acknowledge, that this Offering Circular has not been and will not be registered as a prospectus with the MAS. Accordingly, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered or sold any Notes or caused the Notes to be made the subject of an invitation for subscription or purchase and will not offer or sell any Notes or cause the Notes to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, this Offering Circular or any other document or material in connection with the offer or sale or invitation for subscription or purchase of any Notes, whether directly or indirectly, to any person in Singapore other than (a) to an institutional investor (as defined in Section 4A of the SFA) pursuant to Section 274 of the SFA or (b) to an accredited investor (as defined in Section 4A of the SFA) pursuant to and in accordance with the conditions specified in Section 275 of the SFA.

Switzerland

Each Dealer has represented, warranted and agreed, and each further Dealer appointed under the Programme will be required to represent, warrant and agree, that,

- (i) the Notes may not be publicly offered, directly or indirectly, in Switzerland within the meaning of the Swiss Financial Services Act dated 15th June, 2018 (the **FinSA**) and will not be admitted to trading on a trading venue (exchange or multilateral trading facility) in Switzerland;
- (ii) neither this Offering Circular nor any Final Terms nor any other offering or marketing material relating to any Notes constitutes a prospectus as such term is understood pursuant to the FinSA; and
- (iii) neither this Offering Circular nor any Final Terms nor other offering or marketing material relating to any Notes may be publicly distributed or otherwise made publicly available in Switzerland.

United Kingdom

Prohibition of sales to UK Retail Investors

Unless the Final Terms in respect of any Senior Preferred Notes specifies “Prohibition of Sales to UK Retail Investors” as “Not Applicable” and in the case of all other Notes, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold, distributed or otherwise made available and will not offer, sell, distribute or otherwise make available any Notes which are the subject of this Offering Circular as completed by the Final Terms in relation thereto to any retail investor in the UK. For purposes of this provision:

- (a) the expression **retail investor** means a person who is either one (or both) of the following:

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- (i) not a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No. 600/2014 as it forms part of UK domestic law by virtue of the EUWA; or
 - (ii) not a qualified investor as defined in paragraph 15 of Schedule 1 to the POATRs; and
- (b) the expression **offer** includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to buy or subscribe for the Notes.

If the Final Terms in respect of any Senior Preferred Notes specifies “Prohibition of Sales to UK Retail Investors” as “Not Applicable”, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not made and will not make an offer of Notes which are the subject of this Offering Circular as completed by the Final Terms in relation thereto to the public in the UK, except that it may make an offer:

- (a) at any time to any legal entity which is a qualified investor as defined in paragraph 15 of Schedule 1 to the POATRs;
- (b) at any time to fewer than 150 persons (other than qualified investors as defined in paragraph 15 of Schedule 1 to the POATRs) in the UK subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or
- (c) at any time in any other circumstances falling within Part 1 of Schedule 1 to the POATRs.

For the purposes of this provision,

- the expression an **offer of Notes to the public** in relation to any Notes means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to buy or subscribe for the Notes; and
- the expression **POATRs** means the Public Offers and Admissions to Trading Regulations 2024.

Other Regulatory Restrictions

Each Dealer has represented and agreed and each further Dealer appointed under the Programme will be required to represent and agree that:

- (a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which Section 21(1) of the FSMA would not, if the Issuer was not an authorised person, apply to the Issuer; and
- (b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the UK.

General

Each Dealer has represented and agreed and each further Dealer appointed under the Programme will be required to represent and agree that it will (to the best of its knowledge and belief) comply with all applicable securities laws and regulations in force in any jurisdiction in which it purchases, offers, sells or delivers Notes or possesses or distributes this Offering Circular and will obtain any consent, approval or permission required by it for the purchase, offer, sale or delivery by it of Notes under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, offers, sales or deliveries and neither the Issuer nor any of the other Dealers shall have any responsibility therefore.

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Neither the Issuer nor any Dealer represents that Notes may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating such sale.

With regard to each Tranche, the relevant Dealer will be required to comply with such other restrictions as the Issuer and the relevant Dealer shall agree and as shall be set out in the applicable Final Terms.

GENERAL INFORMATION

Authorisation

The update of the Programme and the issue of Notes have been duly authorised by a resolution of the Board of Directors of the Issuer dated 29th November, 2023.

Details of each issue under the Programme will be evidenced in a public deed of issue (*Escritura de Emisión*) and will be registered in the *Registro Mercantil*.

Listing of Notes

The admission of Notes to the Official List will be expressed as a percentage of their nominal amount (excluding accrued interest). It is expected that each Tranche of Notes which is to be admitted to the Official List and to trading on the Regulated Market will be admitted separately as and when issued, subject only to the issue of a Global Note or Notes initially representing the Notes of such Tranche. Application has been made to Euronext Dublin for Notes issued under the Programme during the period of twelve months from the date of this Offering Circular to be admitted to the Official List for such Notes to be admitted to trading on the Regulated Market. The renewed listing of the Programme in respect of the Notes is expected to be granted on or around 17th July, 2026.

Documents Available

For the period of 12 months following the date of this Offering Circular, electronic copies of the following documents will, when published, be available for inspection from <https://shareholdersandinvestors.bbva.com>:

- (a) the bylaws (with an accurately reproduced English translation thereof) of the Issuer;
- (b) the Agency Agreement, the Deed of Covenant, the Deed Poll and the forms of the Global Notes, the Notes in definitive form, the Coupons and the Talons;
- (c) a copy of this Offering Circular; and
- (d) any future offering circulars, prospectuses, information memoranda, supplements to this Offering Circular and Final Terms and any other information incorporated herein or therein by reference.

Clearing Systems

The Notes have been accepted for clearance through Euroclear and Clearstream, Luxembourg (which are entities in charge of keeping the records). The appropriate Common Code and ISIN and, if applicable, the FISN and/or CFI for each Tranche of Notes allocated by Euroclear and Clearstream, Luxembourg will be specified in the applicable Final Terms. In addition, the Issuer may make an application for any Notes in registered form to be accepted for trading in book-entry form by DTC. The CUSIP and/or CINS numbers for each Tranche of Registered Notes, together with the relevant ISIN and common code, will be specified in the applicable Final Terms. If the Notes are to clear through an additional or alternative clearing system the appropriate information will be specified in the applicable Final Terms.

The address of Euroclear is 1 Boulevard du Roi Albert II, B-1210 Brussels, Belgium, the address of Clearstream, Luxembourg is 42 Avenue JF Kennedy, L-1855, Luxembourg and the address of DTC is 55 Water Street, New York, New York 10041, United States of America.

Conditions for determining price

The price and amount of Notes to be issued under the Programme will be determined by the Issuer and the relevant Dealer at the time of issue in accordance with prevailing market conditions.

Significant or Material Change

Save as disclosed in the note entitled “*Risk Management*” to the latest consolidated financial statements of the Group incorporated by reference into this Offering Circular, there has been no significant change in the financial performance or financial position of the Issuer or the Group since the date of such consolidated financial statements and, save as disclosed in the notes entitled “*Shareholder remuneration system*”, “*Risk factors*” and “*Subsequent events*” to the latest audited consolidated financial statements of the Group incorporated by reference into this Offering Circular, there has been no material adverse change in the prospects of the Issuer or the Group since the date of such audited consolidated financial statements.

Litigation

Except as disclosed in the section entitled “*Description of Banco Bilbao Vizcaya Argentaria, S.A. – Legal Proceedings*” on pages 189 to 190, there are no, and have not been, any governmental, legal or arbitration proceedings (including any such proceedings which are pending of which the Issuer is aware) in the 12 months preceding the date of this document which may have or have in such period had a significant effect on the financial position or profitability of the Issuer or the Group.

Independent Auditors

On 18th March, 2022, the general shareholders’ meeting of the Issuer approved the appointment of Ernst & Young, S.L. (EY), independent auditors on the *Registro Oficial de Auditores de Cuentas* under number S0530 whose address is Calle de Raimundo Fernández Villaverde, 65, 28003 Madrid, Spain, as the independent auditors of the Group for the financial years ended 31st December, 2022, 2023 and 2024. Additionally, on 21st March, 2025 and 20th March, 2026 the general shareholders’ meeting of the Issuer approved the appointment of EY as the current independent auditors of the Group for the financial years ended 31st December, 2025 and 31st December, 2026, respectively.

For the financial years ended 31st December, 2025 and 2024, EY audited the Issuer’s Spanish language original stand-alone financial statements (such stand-alone financial statements for each such year, the **Stand-Alone Financial Statements**). EY also audited the Spanish language original 2025 Consolidated Financial Statements. The Stand-Alone Financial Statements have been prepared in accordance with the applicable regulatory framework for financial information in Spain (as identified in note 1.2 to each of the Stand-Alone Financial Statements) and, specifically, the accounting principles and criteria contained therein. The 2025 Consolidated Financial Statements have been prepared in accordance with IFRS-IASB and in accordance with EU-IFRS, applicable as of 31st December, 2025, reflecting the Bank of Spain Circular 4/2017 of 27th November (as amended) and any other legislation governing financial reporting applicable to the Group and with the format and mark up requirements established in the EU Delegated Regulation 2019/815 of the European Commission.

In addition, EY carried out a limited review of the Spanish language original condensed interim consolidated financial statements as of and for the three-month period ended 31st March, 2026, which were prepared in accordance with International Accounting Standard 34 Interim Financial Reporting as adopted by the European Union (IAS 34).

In case of any discrepancy between the English language versions (incorporated by reference in this Offering Circular) and the Spanish language versions of the Issuer’s (i) Stand-Alone Financial Statements, (ii) 2025 Consolidated Financial Statements and/or (iii) the condensed interim consolidated financial statements as of and for the three-month period ended 31st March, 2026, including the corresponding reports thereon, the Spanish language versions shall prevail.

Dealers transacting with the Issuer

Certain of the Dealers and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform other services for the Issuer and its affiliates in the ordinary course of business.

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