

The following translation is provided for the customer's convenience only. The contractual language is German. Therefore, German legal documents are binding in all respects and constructions, meanings or interpretations in the German legal documents shall prevail in case of inconsistency with the English version.

Conditions for the Flexible Deposit

1. Customer

- 1.1. Accounts are only opened and maintained for natural persons who are of legal age and have their residence and habitual abode in Germany. The accounts are to be managed on one's own account. The Bank does not open accounts on behalf of others. The account may only be used privately, i.e., it may not be used as a business account for freelancers, traders, or agricultural and forestry enterprises. Joint accounts are not opened.
- 1.2. If the Customer intends to move their residence or habitual abode outside Germany within the next three months, they must immediately inform the Bank. If the Customer no longer has their residence or habitual abode in Germany, the Bank may close the fixed deposit account and pay out the balance (including accrued interest) to the settlement account. The Bank will inform the Customer about the closure.
- 1.3. The Flexible Deposit is a service available only to customers who already hold a Current Account. Therefore, the closure of the Current Account automatically results in the early termination of any active Flexible Deposit.

2. Account and account management

The fixed deposit account is a term deposit where the Bank grants a fixed interest rate for a fixed investment period. The Customer provides the Bank with a one-time deposit (the **Investment Amount**) for the agreed investment period at the time of account opening, for which a term-dependent, fixed guaranteed interest rate is agreed.

The fixed deposit account is maintained exclusively in euros and requires a minimum Investment Amount of 500.00 EUR and is possible up to a maximum Investment Amount of EUR 1,000,000.00.

The account contract includes the debiting of the investment amount from the settlement account, account management, interest payments, and the transfer of the total balance upon maturity to the settlement account. The fixed deposit account does not participate in payment transactions. The Bank will not honor direct debits and checks drawn on the fixed deposit account. Incoming transfers in favor of the fixed deposit account will be rejected.

3. Fees

Opening and maintaining the fixed deposit account are free of charge.

For customer orders that are outside the ordinary account management, such as a second print of a tax certificate, the Bank reserves the right to charge a fee, the amount of which is determined by the "Price and Service List" or agreed between the Customer and the Bank. The "Price and Service List" is available on the Bank's website. The Customer must bear any third-party costs and their own costs (e.g., for long-distance calls, postage). Any additional telecommunications costs are determined by the "Price and Service List."

4. Contract term, maturity date

The contract term begins on the day the contractually agreed Investment Amount is credited to the fixed deposit account (value date). The value date is always the day of the investment (Wertstellung), which is always a banking day. The fixed deposit agreement ends at the end of the agreed term. The end of the agreed term is the last day of the agreed term ("**Maturity Date**").

The Customer may request that the Investment Amount shall be released before the Maturity Date in full or in part ("**Early Release**"). The Early Release will lead to a reduction of the interest rate to the Reduced Interest Rate (as defined below) with respect to the early released part of the Investment Amount.

5. Interest, taxes

5.1. The fixed deposit account is interest-bearing for the term.

The gross annual nominal creditor interest rate (the “**Interest Rate**”) is 3.00% per annum; the reduced gross annual nominal creditor interest rate in case of Early Release of the Investment Amount (the “**Reduced Interest Rate**”) is 1.00% per annum (with respect to the amount that is released early).

The Interest Rate and the Reduced Interest Rate are considered fixed for the fixed deposit account.

- 5.2. The interest will be credited to the customer's Current Account at the Maturity Date or the Early Release Date (as defined below), as applicable, together with the repayment of the Investment Amount (in full or in part, as the case may be).
- 5.3. The calculation of interest is based on a period of 365 days.
- 5.4. Income is generally taxable. If the conditions for exemption from tax deduction (submission of a valid non-assessment certificate, exemption order, etc.) are not met, the Bank will withhold the corresponding taxes and any other applicable deductions according to the respective legal provisions and remit them to the competent tax office. The Customer should contact their responsible tax authority or tax advisor for questions, especially if the Customer is subject to taxation abroad.

6. Deposits, Withdrawals, Repayments

Deposits into the fixed deposit account are not possible during the contract term. The repayment of the Investment Amount (in full or in part, as the case may be) and interest accrued will be made to the Customer's Current Account with the Bank on the Maturity Date or, in case of an Early Release, on the date the Customer requests Early Release (the “**Early Release Date**”), as the case may be.

7. Dispositions at the End of the Fixed Deposit Agreement

With the full repayment of the balance on the fixed deposit account on the Maturity Date or an Early Release Date, as applicable, the fixed deposit account is automatically closed.

8. Termination

- 8.1. The Customer may, by requesting Early Release, terminate the fixed deposit agreement, in full or in part, anytime. If the Customer chooses Early Release only the Reduced Interest Rate set out in No. 5.1 above will be applied to the affected (part of) the Investment Amount.

- 8.2. The Customer's right to terminate the fixed deposit agreement in full without notice for good cause remains unaffected. In case of an early termination of the fixed deposit agreement for good cause, the Interest Rate will be applied to the Investment Amount. The termination must be made in writing to the respective other contracting party.
- 8.3. The Bank is entitled to terminate the fixed deposit agreement, taking into account the interests of the Customer, in particular if the settlement account (e.g., due to the rejection of a direct debit) has a negative balance or if the Customer violates the obligations mentioned in No. 1 above.

9. Assignment/Pledges

The balance on the fixed deposit account and all other rights and claims arising from or in connection with the fixed deposit account at the Bank cannot be assigned or pledged to third parties, even in part. The Bank's right of lien according to No. 14 of the General Terms and Conditions of the Bank remains unaffected.

10. Final provisions

10.1. General Terms and Conditions

The General Terms and Conditions of the Bank shall also apply to the flexible deposit agreement. In case of any discrepancy between the terms set out in the General Terms and Conditions of the Bank and these Conditions for the flexible deposit, these terms of the Conditions for the Flexible Deposit shall prevail. In addition, special conditions apply to individual business relationships (e.g. for payment transactions), which may contain deviations or additions to the General Terms and Conditions of the Bank. The special conditions can be viewed in the Bank's business premises or on the Bank's website www.bbva.de. They will be handed out or sent to the Customer upon request.

10.2. Governing law

The flexible deposit agreement is subject to German law.