

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.

Flexible Deposit

Pre-Contractual Information for Financial Services Contracts Concluded at a Distance

1. General information about the Bank and Third Parties acting for the Bank

Name and address of the Bank	Banco Bilbao Vizcaya Argentaria, S.A., Branch Office Germany Neue Mainzer Straße 28 60311 Frankfurt am Main
Telephone number	+49 (0) 69 58996454
E-mail address	kundenservice@bbva.de
Internet address	www.bbva.de
Name and address of the representative of the Bank in your Member State of residence	Individually authorised to represent: Permanent representative: Leyre Elena Mena Tinoco Neue Mainzer Straße 28 60311 Frankfurt am Main
Telephone number	+49 (0) 69 58996454
E-mail address	kundenservice@bbva.de
Web address	www.bbva.de
Registration in the commercial register	Entry of the head office in the commercial register: Spanish Companies' Register of Vizcaya, volume 2,083, page 1, sheet BI-17-A, entry 1

	Entry of the German branch in the commercial register: commercial register of the local court of Frankfurt am Main, HRB 81939
VAT ID	DE814908530
Main business activity of the Bank	The Bank's purpose is to carry out all kinds of activities, operations, acts, contracts and services within the banking business or directly or indirectly related to it, which are permitted or not prohibited by the provisions in force and supplementary activities
Responsible supervisory authority	<p>European Central Bank (Europäische Zentralbank), Sonnemannstraße 20, 60314 Frankfurt am Main (Internet: www.ecb.europa.eu)</p> <p>Federal Financial Supervisory Authority (Bundesanstalt für Finanzdienstleistungsaufsicht), Graurheindorfer Straße 108, 53117 Bonn and Marie-Curie-Str. 24-28, 60439 Frankfurt (Internet: www.bafin.de)</p> <p>German Central Bank (Deutsche Bundesbank), Wilhelm-Epstein-Straße 14, 60431 Frankfurt am Main (Internet: www.bundesbank.de)</p> <p>Bank of Spain (Banco de España), calle Alcalá 48, Madrid (Internet: www.bde.es)</p>

2. General information about the contract

Contract language and communication language	The contractual terms and this pre-contractual information are provided in German. With the customer's consent, the bank will communicate with the customer in German during the term of the contract, unless otherwise agreed in individual cases.
Governing law and jurisdiction	For the initiation of business relationships before the conclusion of a contract, the law of the Federal Republic of Germany applies. For the conclusion of the contract and the entire business relationship between the customer and the bank, German law applies (Section 6 (1) of the General Terms and Conditions of the Bank). A contractual jurisdiction clause does not exist.

Alternative dispute resolution

You may engage in the following processes outside of court to address complaints and seek legal remedies:

- You can file a complaint with the contact point of the Creditor mentioned in the "Price and Service List." The Creditor will respond to complaints in an appropriate manner, and in the case of payment service agreements, this will be done in text form (e.g., by letter or email).
 - You have the option to file a written complaint or one recorded at the Federal Financial Supervisory Authority, Graurheindorfer Straße 108, 53117 Bonn, at any time about violations of the Creditor in connection with contracts that pertain to banking transactions according to Section 1(1) sentence 2 of the German Banking Act (Kreditwesengesetz – **KWG**) or financial services according to Section 1 (1a) sentence 2 KWG.
 - For the resolution of disputes with the Creditor in connection with distance contracts for financial services (Section 312c ff. of the German Civil Code (Bürgerliches Gesetzbuch – **BGB**), consumer loans and other financing aids (Section 491 to 508, 511 and 655a to 655d BGB), as well as payment service contracts (Section 675c to 676c BGB), you have the option to contact the arbitration board of the Deutsche Bundesbank. The arbitration procedure is free of charge for you. Complaints must be submitted in text form (e.g., letter, email) to the Deutsche Bundesbank, P.O. Box 10 06 02, 60006 Frankfurt am Main, Email: schlichtung@bundesbank.de.
 - The European Commission has established a European Online Dispute Resolution platform (ODR platform) at <http://ec.europa.eu/consumers/odr/>. You can use the ODR platform for the out-of-court resolution of a dispute arising from online contracts with a company established in the EU.
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Protection of Deposits	The Bank is affiliated with the Compensation Scheme of statutory Compensation Scheme of the Spanish Deposit Guarantee Fund of Credit Institutions (" FGD "), which is responsible for the statutory deposit protection of private banks. See also Section 20 of the General Terms and Conditions of the Bank.
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Conclusion of the contract	The contract is concluded when the customer declares acceptance of the offer made by the Bank (e.g. via online-banking) or when the Bank has accepted the offer made by the customer (e.g. via an enquiry made using the BBVA app). The contract concluded is confirmed by the subsequent sending of the contract documents. If the contract was concluded at a distance, the customer may withdraw his declaration to conclude the agreement in accordance with the applicable statutory provisions (see section 4 below as regard the relevant withdrawal information).
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3. Information on Flexible Deposit

Essential features of the financial service	<p>The Flexible Deposit is an ancillary service to the Current Account that allows the customer to bind a certain amount present in the Current Account for a predefined period, at the end of which the bound amount is recredited to the Current Account plus the interest accrued at the predetermined rate.</p> <p>The Flexible Deposit is managed in the Current Account by debiting the amount that the customer intends to bind (the "Investment Amount") and crediting it to a special technical account used exclusively for the internal management of the deposit by the Bank (the "Deposit Account").</p> <p>At the end of the binding period, the Investment Amount, plus the accrued interest, are automatically credited to the Current Account.</p>
Fixed-term deposit	The fixed-term deposit is used to invest a fixed amount over a fixed term of [days] days at a fixed interest rate.

	The term begins on the date specified in the investment contract and ends upon the occurrence of the agreed maturity date.
Payment of the Investment Amount	The customer undertakes to make the investment amount available in their Current Account no later than one banking day before the start of the term. If the investment amount is not fully available in the Current Account at this time, the fixed-term deposit will not be established – the contract will then become void. The investment amount will be transferred by the bank from the Current Account to a special technical account used exclusively for the internal management of the deposit by the Bank. Each Flexible Deposit allows only one deposit.
Minimum Investment Amount	The minimum Investment Amount for each Flexible Deposit is €500.00.
Maximum Investment Amount	The maximum Investment Amount for each Flexible Deposit is €1,000,000.00.
Maximum Bindable Amount	The maximum total Investment Amount that the customer can bind simultaneously through multiple Flexible Deposit operations is €1,000,000.00.
Maximum number of Flexible Deposits that the customer can hold simultaneously	Subject to the maximum bindable amount, the customer is allowed to hold 100 Flexible Deposits simultaneously.
Availability during the term	<p>No additional deposits under the same contract are possible during the term.</p> <p>The early release of each Flexible Deposit in full or in part may be requested by the investor anytime before the Maturity Date (“Early Release”). The Early Release will lead to a reduction in the applicable interest rate as further specified below with respect to the early released amount.</p>
Maturity and repayment of the Investment Amount	<p>The investment amount becomes due for repayment at the end of the term (the “Maturity Date”) or, in case of an Early Release, on the date the Early Release is requested by the investor (the “Early Release Date”), as the case may be.</p> <p>The repayment will then be made to the investor's Current Account.</p>

Interest rate	<p>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 Flexible Deposit (the “Reduced Interest Rate”) is 1.00% per annum (with respect to the part of the Investment Amount that is released early).</p> <p>The Interest Rate and the Reduced Interest Rate are fixed.</p> <p>The interest will be credited to the customer's Current Account at the Maturity Date or the Early Release Date, as applicable, together with the repayment of the Investment Amount (in full or in part, as the case may be).</p> <p>The indicated interest rates are gross of taxes in effect from time to time.</p> <p>The calculation of interest is based on a period of 365 days.</p>
Prices (Preise)	<p>The investment contract is free of charge. The amount of fees for special services is determined by the current "Price and Service List" of the Bank.</p>
Notes on taxes and costs payable by the customer	<p>The Bank is generally required to withhold capital gains tax, solidarity surcharge, and, if applicable, church tax on interest payments. The Bank will consider the investor's personal tax characteristics or exemptions (e.g., exemption order, non-assessment certificate, foreign tax status, loss pots, church tax deduction feature). Thus, the Bank will pay the gross interest to the investor, either with or without withholding German capital gains tax (plus surcharge taxes), depending on the customer's individual situation. The Bank will certify the withheld German capital gains tax by issuing an annual tax certificate. Upon interest payment at the end of each term year and at the end of the term, the Bank will inform the investor of the earnings and domestic and foreign tax deductions attributable to their investment through a document. This document is provided to the investor automatically and for informational purposes only and has no relevance to the German tax office.</p>
Additional costs for telecommunication	<p>No additional telecommunication costs are incurred. When using telephone banking at the phone number +49 69</p>

	58996454, the customer incurs the cost of a domestic call per minute.
Payment and fulfillment of the contract	The Bank fulfills its obligations under the investment contract by debiting the Investment Amount, transferring it to the Deposit Account, and crediting the Investment Amount upon maturity, plus interest and less capital gains tax and solidarity surcharge to the Current Account.
Termination rights	<p>The Flexible Deposit can be terminated by the customer before the contractual maturity, even partially, resulting in a reduction of the interest rate applied to the unbound amount as indicated in the economic conditions, with the unbound amounts, plus the accrued interest at the reduced rate, credited to the Current Account.</p> <p>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.</p>
Other rights and obligations of the Bank and the customer	The basic rules for the entire business relationship between the bank and the customer are described in the Bank's General Terms and Conditions.

4. Withdrawal information and related information

Withdrawal information

Section 1

Right of withdrawal

You may **withdraw** your contractual declaration **within 14 days without providing any reasons by means of a clear statement**.

The period begins after the conclusion of the contract and after you have **received** the contractual terms, including the General Terms and Conditions, as well as **all the information listed below in Section 2** on a durable medium (e.g., letter, fax, email). **To meet the revocation deadline, it is sufficient to send the revocation in a timely manner** if the declaration is made on a durable medium. The revocation should be addressed to:

By post:
Banco Bilbao Vizcaya Argentaria, S.A., Branch Office Germany
Neue Mainzer Straße 28
60311 Frankfurt am Main

By email: kundenservice@bbva.de

Section 2

Information required for the start of the withdrawal period

The mandatory information according to section 1 sentence 2 include:

1. The identity of the entrepreneur; the public business register where the legal entity is registered and the associated registration number or equivalent identifier must also be provided;
2. The main business activity of the entrepreneur and the supervisory authority responsible for their authorization;
3. The identity of the representative of the entrepreneur in the Member State of the European Union where the consumer resides, if there is such a representative, or another commercially active person other than the entrepreneur, if the consumer has business dealings with this person, and the capacity in which this person acts towards the consumer;
4. Regarding the address:
 - a) The address at which the entrepreneur can be served and any other address relevant to the business relationship between the entrepreneur and the consumer, including the name of the authorized representative in the case of legal entities, associations of persons, or groups of persons;
5. The essential characteristics of the financial service and information on how the contract is concluded;
6. The total price of the financial service, including all associated price components and all taxes paid through the entrepreneur, or, if an exact price cannot be specified, the basis for its calculation, enabling the consumer to verify the price;
7. Details regarding payment and fulfillment;
8. The existence or non-existence of a right of withdrawal, as well as the conditions, details of its exercise, particularly the name and address of the person to whom the withdrawal must be declared, and the legal consequences of the withdrawal, including information on the

amount the consumer must pay for the service provided in the event of withdrawal, if they are obliged to pay compensation for value (underlying regulation: § 357b of the Civil Code);

9. The minimum duration of the contract if it involves a continuous or regularly recurring service;
10. The contractual termination conditions, including any penalties;
11. The Member States of the European Union whose law the entrepreneur bases the establishment of relations with the consumer before the conclusion of the contract;
12. A contractual clause on the applicable law to the contract or the competent court;
13. The languages in which the contractual terms and the pre-contractual information mentioned in this withdrawal instruction are communicated, as well as the languages in which the entrepreneur undertakes to conduct communication during the term of this contract with the consumer's consent;
14. A note on whether the consumer can use an out-of-court complaint and redress procedure to which the entrepreneur is subject, and, if applicable, the access requirements for such a procedure;

Section 3

Consequences of withdrawal

In the event of an effective withdrawal, **the services received by both parties must be returned**. You are obliged to **pay compensation** for the service provided up to the point of withdrawal if you were informed of this legal consequence before submitting your contractual declaration and expressly agreed that the execution of the counter-performance could begin before the end of the withdrawal period. If there is an obligation to pay compensation, this may result in you having to fulfill the contractual payment obligations for the period up to the withdrawal. **Your right of withdrawal expires** prematurely if the contract **has been fully fulfilled by both parties at your express request** before you have exercised your right of withdrawal. **Obligations to refund payments must be fulfilled within 30 days**. This period begins for you with the dispatch of your withdrawal declaration, and for us with its receipt.

End of the withdrawal information

Special instructions for immediate commencement of the contract

The Bank will commence the Flexible Deposit contract and any other contracts concluded on the basis of it immediately after acceptance of the Flexible Deposit contract and before expiry of the revocation period, provided that the customer

	has given his express consent to do so. The Bank obtains this express consent when the contract is signed.
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