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# **General Terms and Conditions for Banking Services BASIC RULES FOR THE BUSINESS RELATIONSHIP BETWEEN CUSTOMER AND BANCO BILBAO VIZCAYA ARGENTARIA, S.A. - GERMAN BRANCH**

## **1. Scope and Changes to these Terms and Conditions and the Special Conditions for Individual Business Relationships**

### **1.1. Scope**

The General Terms and Conditions apply to the entire business relationship between the customer and the German branch of BANCO BILBAO VIZCAYA ARGENTARIA, S.A. (hereinafter referred to as "BBVA" or the "Bank"). In addition, special conditions apply to individual business relationships (e.g., securities transactions, payment transactions, and savings transactions), which contain deviations or supplements to these General Terms and Conditions; they are agreed upon with the customer when opening an account or placing an order. If the customer also maintains business relationships with foreign branches, the Bank's lien (Section 14 of these terms and conditions) also secures the claims of these foreign branches.

### **1.2. Changes**

#### **a. Change Offer**

Changes to these General Terms and Conditions and the special conditions will be offered to the customer in text form at least two months before the proposed date of their effectiveness. If the customer has agreed on an electronic communication channel with the Bank within the

framework of the business relationship (e.g., online banking), the changes can also be offered in this way.

b. Acceptance by the Customer

The changes offered by the Bank will only become effective if the customer accepts them, possibly by means of the following consent fiction.

c. Acceptance by the Customer by Means of Consent Fiction

The customer's silence is only considered acceptance of the change offer (consent fiction) if:

- (i) the Bank's change offer is made to restore the conformity of the contractual provisions with a changed legal situation because a provision of these General Terms and Conditions or the special conditions:
  - no longer corresponds to the legal situation due to a change in laws, including directly applicable regulations of the European Union, or
  - becomes invalid or may no longer be used due to a final court decision, even by a court of first instance, or
  - can no longer be reconciled with the Bank's supervisory obligations due to a binding order from a national or international authority responsible for the Bank (e.g., the Federal Financial Supervisory Authority or the European Central Bank), and
- (ii) the customer has not rejected the Bank's change offer before the proposed date of the changes' effectiveness. The Bank will inform the customer of the consequences of his silence in the change offer.

d. Exclusion of Consent Fiction

The consent fiction does not apply:

- to changes to Sections 1 paragraph 2 and 12 paragraph 5 of these terms and conditions and the corresponding regulations in the special conditions, or
- to changes that affect the main performance obligations of the contract and the fees for main services, or
- to changes in fees that aim at a payment by the consumer exceeding the agreed fee for the main service, or
- to changes that are equivalent to the conclusion of a new contract, or
- to changes that would significantly shift the previously agreed ratio of performance and consideration in favor of the Bank.

In these cases, the Bank will obtain the customer's consent to the changes in another way.

e. Customer's Right of Termination in the Case of Consent Fiction

If the Bank makes use of the consent fiction, the customer can terminate the contract affected by the change before the proposed date of the changes' effectiveness, without notice and free of charge. The Bank will specifically point out this right of termination to the customer in its change offer.

## **2. Bank Secrecy and Bank Information**

### **2.1. Bank Secrecy**

The Bank is obliged to maintain confidentiality about all customer-related facts and evaluations that it becomes aware of (bank secrecy). The Bank may only disclose information about the customer if legal provisions require it, the customer has consented, or the Bank is authorized to provide bank information.

### **2.2. Bank Information**

Bank information contains generally held statements and comments about the customer's economic circumstances, creditworthiness, and solvency; no specific amounts regarding account balances, savings deposits, securities deposits, or other assets entrusted to the Bank, nor the amount of credit utilization, are disclosed.

### **2.3. Conditions for Providing Bank Information**

The Bank is authorized to provide bank information about legal entities and merchants registered in the commercial register, provided the inquiry relates to their business activities. However, the Bank does not provide information if it has received contrary instructions from the customer. The Bank only provides information about other persons, especially private customers and associations, if they have generally or specifically consented.

### **2.4. Recipients of Bank Information**

The Bank only provides bank information to its own customers and other credit institutions for their purposes or those of their customers.

## **3. Bank's Liability; Contributory Negligence of the Customer**

### **3.1. Liability Principles**

The Bank is liable for any fault of its employees and the persons it uses to fulfill its obligations. If the special conditions for individual business relationships or other agreements provide otherwise, these provisions take precedence. If the customer has contributed to the occurrence of damage through culpable behavior (e.g., by violating the cooperation obligations listed in Section 11 of these terms and conditions), the extent to which the Bank and the customer must bear the damage is determined according to the principles of contributory negligence.

### **3.2. Forwarded Orders**

If an order is typically executed in such a way that the Bank entrusts a third party with further execution, the Bank fulfills the order by forwarding it in its own name to the third party (forwarded order). This applies, for example, to obtaining bank information from other credit institutions or the custody and management of securities abroad. In these cases, the Bank's liability is limited to the careful selection and instruction of the third party.

### **3.3. Operational Disruption**

The Bank is not liable for damages caused by force majeure, riots, war and natural events, or other occurrences for which it is not responsible (e.g., strikes, lockouts, traffic disruptions, orders from higher authorities at home or abroad).

## **4. Limits of the Customer's Right to Set Off, Who is Not a Consumer**

A customer who is not a consumer can only set off claims against the Bank if his claims are undisputed or legally established. This set-off restriction does not apply to a claim set off by the customer that is based on a loan or financing assistance according to §§ 513, 491 to 512 BGB.

## **5. Authorization to Dispose of After the Customer's Death**

After the customer's death, the person who claims the customer's legal succession must prove their inheritance rights to the Bank in an appropriate manner. If the Bank is presented with a copy or a certified copy of the last will (will, inheritance contract) along with the corresponding opening record, the Bank may consider the person named therein as the heir or executor as authorized, allow them to dispose, and in particular, make payments to them with discharging effect. This does not apply if the Bank is aware that the person named (e.g., after contestation or due to the

invalidity of the will) is not authorized to dispose or if this has not become known to the Bank due to negligence.

## **6. Applicable Law and Jurisdiction for Commercial and Public Law Customers**

### **6.1. Application of German Law**

German law applies to the business relationship between the customer and the Bank.

### **6.2. Jurisdiction for Domestic Customers**

If the customer is a merchant and the disputed business relationship is attributable to the operation of his commercial enterprise, the Bank can sue this customer at the court responsible for the account-holding branch or at another competent court; the same applies to a legal entity under public law and a special fund under public law. The Bank itself can only be sued by these customers at the court responsible for the account-holding branch.

### **6.3. Jurisdiction for Foreign Customers**

The jurisdiction agreement also applies to customers who engage in comparable commercial activities abroad, as well as to foreign institutions comparable to domestic legal entities under public law or a domestic special fund under public law.

## **ACCOUNT MANAGEMENT**

## **7. Issuance of Account Statements for Current Accounts (Accounts in Ongoing Accounting)**

### **7.1. Issuance of Account Statements**

The Bank issues an account statement for a current account at the end of each calendar quarter, unless otherwise agreed, in which the mutual claims arising during this period (including the

Bank's interest and fees) are offset. The Bank may charge interest on the balance resulting from the offset according to Section 12 of these terms and conditions or according to another agreement made with the customer.

## **7.2. Objection Period; Approval by Silence**

The customer must raise objections to the inaccuracy or incompleteness of an account statement no later than six weeks after its receipt; if the customer raises his objections in text form, it is sufficient to send them within the six-week period. Failure to raise objections in a timely manner is considered approval. The Bank will specifically point out this consequence when issuing the account statement. The customer can also request a correction of the account statement after the deadline, but must then prove that his account was wrongly debited or a credit due to him was not granted.

## **8. Reversal and Correction Entries by the Bank**

### **8.1. Before Account Statement**

The Bank may reverse incorrect credits to current accounts (e.g., due to an incorrect account number) by a debit entry until the next account statement, provided it has a repayment claim against the customer (reversal entry); the customer cannot object to the debit entry on the grounds that he has already disposed of the credit amount.

### **8.2. After Account Statement**

If the Bank only discovers an incorrect credit after an account statement and has a repayment claim against the customer, it will debit the customer's account in the amount of its claim (correction entry). If the customer raises objections to the correction entry, the Bank will re-credit the amount to the account and assert its repayment claim separately.

### **8.3. Customer Information; Interest Calculation**

The Bank will inform the customer of reversal and correction entries without delay. The entries are made retroactively for interest calculation purposes to the day before the incorrect entry was made.

## **9. Collection Orders**

### **9.1. Issuance of Provisional Credits upon Submission**

If the Bank credits the value of checks and direct debits before their redemption, this is done under the condition of their redemption, even if they are payable at the Bank itself. If the customer submits other papers with the order to collect an amount from a debtor (e.g., interest coupons) and the Bank credits the amount, this is also under the condition that the Bank receives the amount. The condition also applies if the checks, direct debits, and other papers are payable at the Bank itself. If checks or direct debits are not redeemed or the Bank does not receive the amount from the collection order, the Bank will reverse the provisional credit. This happens regardless of whether an account statement has been issued in the meantime.

### **9.2. Redemption of Direct Debits and Checks Issued by the Customer**

Direct debits and checks are redeemed if the debit entry is not reversed by the second bank working day<sup>1</sup> – for SEPA business-to-business direct debits by the third bank working day – after its execution. Cash checks are redeemed upon payment to the check presenter. Checks are also redeemed if the Bank sends a payment notification in individual cases. Checks presented through the Bundesbank clearinghouse are redeemed if they are not returned by the time set by the Bundesbank.

## **10. Foreign Currency Transactions and Risks with Foreign Currency Accounts**

### **10.1. Execution of Orders for Foreign Currency Accounts**

Foreign currency accounts of the customer, if applicable, are used to process payments to the customer and dispositions by the customer in foreign currency without cash. Dispositions over balances on foreign currency accounts (e.g., by transfers debiting the foreign currency balance) are processed through banks in the currency's home country if the Bank does not execute them entirely within its own house.

### **10.2. Credits for Foreign Currency Transactions with the Customer**

If the Bank enters into a transaction with the customer (e.g., a foreign exchange forward transaction) from which it owes the provision of an amount in foreign currency, it will fulfill its foreign currency obligation by crediting the customer's account in that currency, unless otherwise agreed.

### **10.3. Temporary Restriction of Performance by the Bank**

The Bank's obligation to execute a disposition debiting a foreign currency balance (paragraph 1) or to fulfill a foreign currency obligation (paragraph 2) is suspended to the extent and as long as the Bank cannot or can only limitedly dispose of the currency due to politically induced measures or events in the currency's country. To the extent and as long as these measures or events persist, the Bank is also not obliged to fulfill at another location outside the currency's country, in another currency (including euros), or by acquiring cash. The Bank's obligation to execute a disposition debiting a foreign currency balance is not suspended if it can execute it entirely within its own house. The right of the customer and the Bank to offset due mutual claims in the same currency remains unaffected by the above regulations.

### **10.4. Exchange Rate**

The determination of the exchange rate for foreign currency transactions is derived from the "Price and Service List". For payment services, the payment service framework agreement applies additionally.

## **CUSTOMER'S DUTIES TO COOPERATE**

### **11. Customer's Duties to Cooperate**

#### **11.1. Notification of Changes**

For the proper handling of business transactions, it is necessary for the customer to notify the Bank immediately of changes to his name and address as well as the expiration or change of a power of attorney granted to the Bank (especially a power of attorney). This notification obligation also exists if the power of attorney is entered in a public register (e.g., the commercial register) and its expiration or change is entered in this register. Further legal notification obligations, especially under the Money Laundering Act, may arise.

#### **11.2. Clarity of Orders**

Orders must clearly indicate their content. Orders that are not clearly formulated may result in inquiries that can lead to delays. In particular, the customer must ensure the accuracy and completeness of his information, especially the account number and bank code or IBAN2 and BIC3 as well as the currency. Changes, confirmations, or repetitions of orders must be marked as such.



### **11.3. Special Notice in Case of Urgency of Order Execution**

If the customer considers special urgency necessary for the execution of an order, he must inform the Bank separately. In the case of orders given using forms, this must be done outside the form.

### **11.4. Examination and Objections to Bank Communications**

The customer must immediately check account statements, securities statements, deposit and income statements, other statements, notifications of the execution of orders, and information about expected payments and shipments (advice notes) for their accuracy and completeness and raise any objections immediately.

### **11.5. Notification of the Bank in Case of Non-Receipt of Communications**

If account statements and deposit statements do not reach the customer, he must notify the Bank immediately. The notification obligation also exists in the case of non-receipt of other communications that the customer expects (securities statements, account statements after the execution of the customer's orders, or payments expected by the customer).

## **COSTS OF BANK SERVICES**

## **12. Costs of Bank Services**

### **12.1. Interest, Fees, and Expenses**

#### **(1) Interest and Fees in Business with Consumers**

The amount of interest and fees for the usual banking services provided by the Bank to consumers, including the amount of payments exceeding the agreed fee for the main service, is derived from the "Price Display – Standard Rates in Standardized Retail Banking" and the "Price and Service List". If a consumer uses a main service listed there and no deviating agreement has been made, the interest and fees specified in the "Price Display" or "Price and Service List" at that time apply. An agreement aimed at a payment by the consumer exceeding the agreed fee for the main service can only be expressly made by the Bank with the consumer, even if it is listed in the "Price Display" or "Price and Service List".

For the remuneration of services not listed in the "Price Display" or "Price and Service List" that are provided on behalf of the consumer and, judging by the circumstances, are only to be expected for a fee, the legal provisions apply, unless otherwise agreed.

## **12.2. Interest and Fees in Business with Customers Who Are Not Consumers**

The amount of interest and fees for the usual banking services provided by the Bank to customers who are not consumers is derived from the "Price Display – Standard Rates in Standardized Retail Banking" and the "Price and Service List", provided the "Price Display" and the "Price and Service List" list usual banking services for customers who are not consumers (e.g., business customers). If a customer who is not a consumer uses a banking service listed there and no deviating agreement has been made, the interest and fees specified in the "Price Display" or "Price and Service List" at that time apply.

Otherwise, the Bank determines the amount of interest and fees at its reasonable discretion (§ 315 of the German Civil Code), unless otherwise agreed and legal provisions do not oppose this.

## **12.3. Non-chargeable Services**

For a service that the Bank is obliged to provide by law or due to a contractual ancillary obligation or that it performs in its own interest, the Bank will not charge a fee unless it is legally permissible and is charged according to the legal regulation.

## **12.4. Change of Interest; Customer's Right of Termination in Case of Increase**

The change of interest rates for loans with a variable interest rate is made based on the respective credit agreement with the customer. The Bank will inform the customer of changes in interest rates. In the case of an increase, the customer can terminate the affected credit agreement with immediate effect within six weeks of the announcement of the change, unless otherwise agreed. If the customer terminates, the increased interest rates will not be applied to the terminated credit agreement. The Bank will allow a reasonable period for settlement.

## **12.5. Changes in Fees for Typically Permanently Used Services**

Changes in fees for banking services that are typically permanently used by customers within the framework of the business relationship (e.g., account and deposit management) will be offered to the customer in text form at least two months before the proposed date of their effectiveness. If the customer has agreed on an electronic communication channel with the Bank within the framework of the business relationship (e.g., online banking), the changes can also be offered in this way. The changes offered by the Bank will only become effective if the customer accepts them. An agreement on the change of a fee aimed at a payment by the consumer exceeding the main service can only be expressly made by the Bank with the consumer.

## **12.6. Reimbursement of Expenses**

A possible claim by the Bank for reimbursement of expenses is based on the legal provisions.

## **12.7. Special Features of Consumer Loan Agreements and Payment Service Agreements with Consumers for Payments**

In the case of consumer loan agreements and payment service agreements with consumers for payments, the interest rates and costs (fees and expenses) are based on the respective contractual agreements and special conditions as well as additionally on the legal provisions. The change of fees for payment service framework agreements (e.g., current account agreement) is governed by paragraph 5.

## **SECURITIES FOR THE BANK'S CLAIMS AGAINST THE CUSTOMER**

## **13. Provision and Enhancement of Securities**

### **13.1. Bank's Right to Demand Securities**

The Bank can demand the provision of banking securities for all claims arising from the banking business relationship, even if the claims are conditional (e.g., reimbursement claim due to being called upon under a guarantee assumed for the customer). If the customer has assumed liability for the obligations of another customer of the Bank (e.g., as a guarantor), the Bank's right to demand the provision or strengthening of securities in respect of the liability resulting from the assumption of liability only arises upon its maturity.

### **13.2. Change in Risk**

If the Bank initially refrained from demanding the provision or enhancement of securities when the claims against the customer arose, it can still demand security later. This is conditional upon circumstances arising or becoming known that justify an increased risk assessment of the claims against the customer. This can particularly be the case if:

- the customer's financial circumstances have deteriorated or are likely to deteriorate, or
- the existing securities have depreciated in value or are likely to depreciate.

The Bank's right to demand security does not exist if it is expressly agreed that the customer is not required to provide any or only specifically named securities. In the case of consumer loan

agreements, the right to demand the provision or enhancement of securities exists only if the securities are specified in the loan agreement. If the net loan amount exceeds 75,000 euros, the right to demand security also exists if no or no final details about securities are included in a consumer loan agreement concluded before March 21, 2016, or in a general consumer loan agreement concluded after March 21, 2016, within the meaning of Section 491 (2) of the German Civil Code (BGB).

### **13.3. Setting a Deadline for the Provision or Enhancement of Securities**

The Bank will set a reasonable deadline for the provision or enhancement of securities. If the Bank intends to exercise its right to terminate without notice according to Section 19 (3) of these terms and conditions if the customer does not meet their obligation to provide or enhance securities within the set deadline, it will inform the customer of this intention beforehand.

## **14. Agreement of a Lien in Favor of the Bank**

### **14.1. Agreement on the Lien**

The customer and the Bank agree that the Bank acquires a lien on the securities and items that a domestic branch of the Bank has obtained or will obtain possession of in the course of banking business. The Bank also acquires a lien on the claims that the customer has or will have against the Bank from the banking business relationship (e.g., account balances).

### **14.2. Secured Claims**

The lien secures all existing, future, and conditional claims that the Bank has against the customer from the banking business relationship with all its domestic and foreign branches. If the customer has assumed liability for the obligations of another customer of the Bank (e.g., as a guarantor), the lien secures the liability arising from the assumption of liability only upon its maturity.

### **14.3. Exceptions to the Lien**

If funds or other assets come into the Bank's possession with the stipulation that they may only be used for a specific purpose (e.g., cash deposit for the redemption of a bill of exchange), the Bank's lien does not extend to these assets. The same applies to the Bank's own shares and to the securities that the Bank holds for the customer abroad. Furthermore, the lien does not extend to the Bank's own profit participation rights/profit participation certificates and to the subordinated liabilities of the Bank, whether certificated or uncertificated.

#### **14.4. Interest and Dividend Coupons**

If securities are subject to the Bank's lien, the customer is not entitled to demand the release of the interest and dividend coupons associated with these securities.

### **15. Security Rights for Collection Papers and Discounted Bills of Exchange**

#### **15.1. Security Transfer of Ownership**

The Bank acquires security ownership of the checks and bills of exchange submitted to it for collection at the time of submission. In the case of discounted bills of exchange, the Bank acquires unrestricted ownership at the time of purchase; if it charges discounted bills of exchange back to the account, it retains security ownership of these bills of exchange.

#### **15.2. Security Assignment**

With the acquisition of ownership of checks and bills of exchange, the underlying claims are also transferred to the Bank; a transfer of claims also occurs when other papers are submitted for collection (e.g., direct debits, commercial trade papers).

#### **15.3. Purpose-bound Collection Papers**

If collection papers are submitted to the Bank with the stipulation that their equivalent value may only be used for a specific purpose, the security transfer of ownership and the security assignment do not extend to these papers.

#### **15.4. Secured Claims of the Bank**

The security ownership and the security assignment secure all claims that the Bank has against the customer from their current accounts at the time of submission of collection papers or that arise due to the chargeback of uncollected collection papers or discounted bills of exchange.

Upon the customer's request, the Bank will retransfer the security ownership of the papers and the claims transferred to it back to the customer if, at the time of the request, there are no claims to be secured against the customer or if it does not allow the customer to dispose of the equivalent value of the papers before their final payment.

## **16. Limitation of the Security Claim and Release Obligation**

### **16.1. Coverage Limit**

The Bank can assert its claim for the provision or enhancement of securities until the realizable value of all securities corresponds to the total amount of all claims from the banking business relationship (coverage limit).

### **16.2. Release**

If the realizable value of all securities permanently exceeds the coverage limit, the Bank must release securities of its choice at the customer's request, up to the amount exceeding the coverage limit; it will consider the legitimate interests of the customer and a third-party security provider who has provided securities for the customer's obligations. Within this framework, the Bank is also obliged to execute the customer's orders regarding the assets subject to the lien (e.g., sale of securities, payout of savings deposits).

### **16.3. Special Agreements**

If a different valuation standard than the realizable value, a different coverage limit, or a different limit for the release of securities is agreed upon for a specific security, these are decisive.

## **17. Realization of Securities**

### **17.1. Bank's Choice**

When realizing securities, the Bank has the choice among several securities. It will consider the legitimate interests of the customer and a third-party security provider who has provided securities for the customer's obligations when realizing and selecting the securities to be realized.

### **17.2. Credit of Proceeds under VAT Law**

If the realization process is subject to VAT, the Bank will issue a credit note to the customer for the proceeds, which serves as an invoice for the delivery of the secured item and meets the requirements of VAT law.

## **TERMINATION**

## **18. Customer's Right of Termination**

### **18.1. Customer's Right of Termination at Any Time**

The customer can terminate the entire business relationship or individual business relationships (e.g., the check agreement) for which neither a term nor a different termination provision has been agreed upon at any time without notice.

### **18.2. Termination for Good Cause**

If a term or a different termination provision has been agreed upon for a business relationship, termination without notice can only be declared if there is a good cause that makes it unreasonable for the customer to continue the business relationship, even considering the legitimate interests of the Bank.

### **18.3. Statutory Termination Rights**

Statutory termination rights remain unaffected.

## **19. Bank's Right of Termination**

### **19.1. Termination with Notice**

The Bank can terminate the entire business relationship or individual business relationships for which neither a term nor a different termination provision has been agreed upon at any time with reasonable notice (e.g., the check agreement that entitles the use of check forms). When determining the notice period, the Bank will consider the legitimate interests of the customer. For the termination of a payment services framework agreement (e.g., current account or card agreement) and a securities account, the notice period is at least two months.

### **19.2. Termination of Open-ended Loans**

The Bank can terminate loans and loan commitments for which neither a term nor a different termination provision has been agreed upon at any time without notice. The Bank will consider the legitimate interests of the customer when exercising this right of termination. As far as the German Civil Code provides special regulations for the termination of a consumer loan agreement, the Bank can only terminate according to these regulations.

### **19.3. Termination for Good Cause without Notice**

Termination of the entire business relationship or individual business relationships without notice is permissible if there is a good cause that makes it unreasonable for the Bank to continue the business relationship, even considering the legitimate interests of the customer.

A good cause exists, in particular, if:

- the customer has made incorrect statements about their financial circumstances that were of significant importance for the Bank's decision to grant a loan or engage in other transactions involving risks for the Bank (e.g., issuing a payment card); in the case of consumer loans, this only applies if the customer knowingly withheld or falsified information relevant to the creditworthiness assessment, leading to a deficiency in the creditworthiness assessment, or
- a significant deterioration in the customer's financial circumstances or the value of a security occurs or is likely to occur, thereby jeopardizing the repayment of the loan or the fulfillment of another obligation to the Bank, even after realizing an existing security, or
- the customer fails to meet their obligation to provide or enhance securities according to Section 13 (2) of these terms and conditions or another agreement within the deadline set by the Bank.

If the good cause consists of a breach of a contractual obligation, termination is only permissible after the unsuccessful expiry of a reasonable period set for remedy or after an unsuccessful warning, unless this is dispensable due to the specific circumstances of the individual case (Sections 323 (2) and (3) of the German Civil Code).

#### **19.4. Termination of Consumer Loan Agreements in Case of Default**

As far as the German Civil Code provides special regulations for termination due to default in the repayment of a consumer loan agreement, the Bank can only terminate according to these regulations.

#### **19.5. Termination of a Basic Account Agreement**

The Bank can only terminate a basic account agreement according to the agreements made between the Bank and the customer based on the Payment Accounts Act and the provisions of the Payment Accounts Act.

#### **19.6. Settlement after Termination**

In the event of termination without notice, the Bank will grant the customer a reasonable period for settlement (especially for the repayment of a loan), unless immediate settlement is required (e.g., return of check forms upon termination of the check agreement).

### **DEPOSIT PROTECTION**



## 20. Protection of Deposits

### 20.1. Deposits

Deposits are balances resulting from banking transactions from amounts that have remained in an account or from interim positions and that must be repaid by the Bank according to the applicable legal and contractual conditions, such as balances on current accounts, fixed-term deposits, savings deposits, savings bonds, and registered bonds. The definitions in Section 2 (3) of the Deposit Guarantee Act (EinSiG) are decisive.

### 20.2. Statutory Deposit Protection

The Bank is affiliated with the statutory Compensation Scheme of the Spanish Deposit Guarantee Fund of Credit Institutions ("FGD"), which is responsible for the statutory deposit protection of private banks. Statutory deposit protection protects deposits up to an equivalent value of 100,000 euros per depositor, subject to the exceptions provided in the Royal Decree-Law 16/2011 of 14 October 2011.

## COMPLAINT OPTIONS

## 21. Complaint and Alternative Dispute Resolution Procedures

The customer has the following out-of-court options:

- The customer can file a complaint with the contact point of the Bank mentioned in the "Price and Service List." The Bank 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, fax, or email).
- The customer has the opportunity to file a written complaint (by letter or email) with the consumer arbitration board established at the German Central Bank.

The German Central Bank is responsible for disputes arising from the application of:

- (1) The provisions of the German Civil Code concerning distance contracts for financial services,
- (2) Sections 491 to 508, 511, and 655a to 655d of the Civil Code as well as Article 247a Section 1 of the Introductory Act to the Civil Code,
- (3) The provisions concerning payment services contracts in a) Sections 675c to 676c of the Civil Code, b) Regulation (EU) 2021/1230 of the European Parliament and of the Council of

14 July 2021 on cross-border payments in the Union (codified text) (OJ L 274 of 30.7.2021, p. 20), c) Regulation (EU) No 260/2012 of the European Parliament and of the Council of 14 March 2012 establishing technical and business requirements for credit transfers and direct debits in euro and amending Regulation (EC) No 924/2009 (OJ L 94 of 30.3.2012, p. 22), as amended by Regulation (EU) No 248/2014 (OJ L 84 of 20.3.2014, p. 1), d) Regulation (EU) 2015/751 of the European Parliament and of the Council of 29 April 2015 on interchange fees for card-based payment transactions (OJ L 123 of 19.5.2015, p. 1),

- (4) The provisions of the Payment Services Supervision Act, insofar as they establish obligations of e-money issuers or payment service providers towards their customers, or
- (5) The provisions of the Payment Accounts Act that regulate the relationship between a payment service provider and a consumer.
- The customer has the opportunity to file a written complaint (e.g., by letter, fax or email) or one recorded with the consumer arbitration board established at the German Federal Financial Supervisory Authority. The German Federal Financial Supervisory Authority is responsible for disputes arising from the application of:
  - (1) of the provisions of the Capital Investment Code, when consumers are involved in the dispute, or
  - (2) other provisions in connection with contracts that concern banking transactions according to Section 1 paragraph 1 sentence 2 of the Banking Act or financial services according to Section 1 paragraph 1a sentence 2 of the Banking Act, between consumers and companies supervised under the Banking Act.
- Furthermore, the customer has 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 Bank against the Payment Services Supervision Act (ZAG), Sections 675c to 676c of the German Civil Code (BGB), or against Article 248 of the Introductory Act to the German Civil Code (EGBGB).