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Standard European Consumer Credit Information - Credit line “Pay&Plan”

Contract number: _____

1. Identity and contact details of the creditor/credit intermediary

Creditor Address	Banco Bilbao Vizcaya Argentaria, S.A., Niederlassung Deutschland 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

2. Description of the main features of the credit product

<p>The type of credit</p>	<p>Consumer credit line (framework credit agreement) relating to a general consumer credit (Allgemein-Verbraucherdarlehen) that grants a right to utilize the credit line up to the maximum credit line, either in full or in part, either once or repeatedly, where each utilization converts into an instalment loan repayable in fixed instalments including fixed borrowing rates.</p> <p>You must have a current account with the Creditor to participate in the consumer credit line.</p> <p>Only amounts corresponding to payments made by you in euros regarding purchase of a good or service via Debit Card with a minimum amount of EUR 50 and made less than 90 days ago charged to the Current Account for the following reasons are subject to be financed through Pay&Plan.</p>
<p>The total amount of credit</p> <p>Upper limit or total of all amounts made available under the credit agreement</p>	<p>The total amount of credit (net loan amount) is the maximum amount of the credit line and is an amount of initially: EUR _____.</p> <p>The net loan amount will be determined by the Creditor as part of the credit check. The initial net loan amount will be shown in the Pay&Plan Agreement. During the term of the Pay&Plan Agreement, any drawdowns you make will reduce the available net loan amount, while any principal repayments will increase it up to the maximum amount. The available net loan amount will be shown in the account overview in online banking for your Current Account under www.bbva.de and in the BBVA App.</p>
<p>The conditions governing the drawdown</p>	<p>After review of your credit application for the credit line, in the case of approval by the creditor the Pay&Plan Agreement will come into effect and the credit line function (Pay&Plan) will be available in your the BBVA App and a confirmation will be sent to your e-mail address. Once the Pay&Plan function is available in your BBVA App, and if the respective eligibility criteria are met, you can request to draw down instalment loans by choosing the respective refinancing option in the BBVA App. The creditor will notify you via the BBVA App, whether the chosen is eligible for refinancing under the Pay&Plan instalment loans or not. If the criteria are met, the respective amount will be credited to your Current Account immediately in case the drawdown request is made on a business day or in case the drawdown request is made on a day that is not a business bay on the next business day.</p>
<p>The duration of the credit agreement</p>	<p>The credit line under the Pay&Plan Agreement will be made available until further notice. Any utilized amounts (instalment</p>

	loans) are repayable in 3 to 12 equal monthly instalments, as chosen by you in the BBVA App for each drawdown. The duration of each instalment loan ends with your payment of the last instalment.
Instalments and, where appropriate, the order in which instalments will be allocated	<p>You will have to pay the following: For each instalment loan, you will have to pay between 3 to 12 monthly instalments of the same amount. The amount of each instalment depends on the financed payment and will be shown in the BBVA App before drawdown. The due date for instalments is the last day of each month and due amounts will be debited by the Creditor from your Current Account on the fifth day of the following month, each regardless of the date on which you request to finance a payment.</p> <p>In case of instalments due under different instalment loans, all instalments will be due and debited simultaneously.</p> <p>In case the Creditor is unable to debit an instalment payment due to insufficient credit balance on your Current Account, the Creditor will re-attempt to debit the instalment amount again on the next business day and subsequent days. If the balance in the Current Account on the Payment is insufficient to cover the full instalment amount, the Creditor will accept a partial payment within the limits of the available balance. In this case, the payment will be charged first to the past due instalments, from the least recent to the most recent, and then to the new instalment due.</p> <p>Interest and/or costs will be payable in the following manner: No interest/costs will be charged on undrawn amounts of the credit line.</p> <p>The Creditor will charge a fixed borrowing rate (gebundener Sollzins) for each financed payment, i.e. for each instalment loan. The borrowing rate will be charged at the end of each monthly instalment period as part of every instalment. Thus, every instalment is composed of two components: (i) the component designed to repay the instalment loan and (ii) a proportionate part of the borrowing rate.</p>
The total amount you will have to pay This means the amount of borrowed capital plus interest and possible costs related to your credit.	<p>The total amount you will have to pay comprises the total amount of credit (i.e. the total of any amounts drawn under the credit line) plus the total costs.</p> <p>The total costs you will have to pay consist of the borrowing rate plus costs that you have to bear in connection with each instalment loan under the credit line in the regular course of contract. No costs are charged by the Creditor in connection with</p>

	<p>the instalment loans under the credit line in the regular course of contract.</p> <p>The exact amount of the total sum cannot be specified at the time this information is provided, as it depends on the respective utilization of the credit line, i.e. the amount of each instalment loan und chosen number of instalments.</p> <p>On the basis of the currently available information and the assumption to be applied for calculating the annual percentage right, the total amount of credit is equal to the maximum credit line, i.e. an amount of EUR _____ and on the assumption of repayment in twelve instalments the total costs are _____.</p> <p>The information regarding the term, borrowing rate, total amount, and effective annual interest rate (EAR) is based on an assumed timely payment of the monthly instalments, each beginning on the agreed Due Date. In the case of instalment payments on earlier or later dates, the information regarding the term, borrowing rate, total amount, and EAR will change accordingly. In these cases, depending on the actual course of the instalment loan, either the last instalment will be correspondingly reduced, or the resulting amount will be demanded.</p>
<p>Sureties required</p> <p>This is a description of the security to be provided by you in relation to the credit agreement.</p>	<p>There is no security to be provided by you in relation to the credit agreement. However, the secured claims under the general pledge according to Section 14 of the General Terms and Conditions also include the Bank's claims against the customer under the Pay&Plan Agreement.</p>

3. Cost of the credit

<p>The borrowing rate or, if applicable, different borrowing rates which apply to the credit agreement</p>	<p>For each instalment loan, the borrowing rate will be fixed for the entire duration of the respective instalment loan.</p> <p>The amount of the borrowing rates for an instalment loan depends on whether you elect to repay the instalment loan in 3 to 12 monthly instalments and on the amount of the financed payment.</p> <p>The borrowing rate will be 11,99% p.a.</p>
<p>Annual Percentage Rate of Charge (APR)</p> <p>This is the total cost expressed as an annual percentage of the total amount of credit.</p>	<p>The effective annual interest rate (_____% p.a.) was calculated as per the legal provisions of Sec. 6 of the German Price Indication Ordinance (Preisangabenverordnung – PAngV). The details contained in this standard information were used as a basis (total credit amount, duration, part payments, borrowing</p>

<p>The APR is there to help you to compare different offers.</p>	<p>rate, total costs).</p> <p>For the calculation of the EAR, the legal assumptions according to Sec. 16 PAngV have been applied. These assumptions are that the consumer fully utilizes the net loan amount immediately, the number of installments with the highest interest rate (i.e. 12 instalments) have been chosen, and that the principal amount and interest are settled as contractually agreed. For the purpose of calculating the EAR, it is further assumed by law that the loan amount is repaid in equal monthly instalments, starting one month after the date of the first utilization.</p> <p>The effective annual interest rate may increase if any of the assumptions underlying its calculation changes.</p> <p>Example: The client makes a purchase of €70 and decides to finance it for 7 months with the Pay & Plan on April 11th. The applicable annual interest rate is fixed at 11.99%, with an APR of 12.45% (which is variable depending on the amount paid in installments and the terms chosen). All the installments are composed of capital and interest and are all of equal amount except for the first installment that will depend on the date of financing. In our example:</p> <ul style="list-style-type: none"> - First installment: EUR 10,14. - Second to the seventh installment: EUR 10,40. - Total cost: EUR 72,54.
<p>Is</p> <ul style="list-style-type: none"> - the conclusion of credit insurance <p>or</p> <ul style="list-style-type: none"> - the utilisation of another ancillary service connected with the credit agreement a mandatory prerequisite for the credit to be granted at all or in accordance with the contractual conditions provided for? <p>If the creditor does not know the costs of these services, they are not included in the APR.</p>	<p>No</p> <p>No</p>

Costs in connection with the credit (related costs)	
Maintaining one or more accounts is required for recording payment transactions and the credit amounts utilised	<p>The maintaining of the Current Account is necessary for the utilizing of instalment loans and debiting of re-payment instalments. No fees are charged for the Current Account.</p> <p>BBVA does not charge any fees other than those indicated above. However, BBVA has the right to modify unilaterally the economic conditions of the service Pay&Plan in accordance with the Contract and applicable German regulation to be included.</p> <p>If the Bank avails itself of this right, the Customer has the right to withdraw from the Contract without charge and with application, when closing the relationship, of the conditions laid down prior to the modification.</p>
Costs in the case of late payments Missing payments could have severe consequences for you (e.g. forced sale) and make obtaining credit more difficult.	<p>In the event of default in payment, the statutory default interest rate of 5 percentage points above the base interest rate will be charged. The applicable base interest rate is determined by the Deutsche Bundesbank and is set on January 1 and July 1 of each year. The current base interest rate is 2.27%. Therefore, the default interest rate is 7.27% per year.</p>

4. Other important legal aspects

Right of withdrawal You have the right to withdraw from the credit agreement within a period of 14 calendar days.	Yes
Early repayment You have the right to repay the credit early at any time in full or partially.	Yes
Consultation of a database The creditor must inform you immediately and without charge of the result of a consultation of a database, if a credit application is rejected on the basis of such a consultation. This does not apply if the provision of such information is	<p>Before a credit is granted, a database query is carried out in accordance with the provisions of the Federal Data Protection Act.</p>

prohibited by European Community law or is contrary to objectives of public policy or public security.	
Right to a draft credit agreement You have the right, upon request, to obtain a copy of the draft credit agreement free of charge. This provision does not apply if the creditor is at the time of the request unwilling to proceed to the conclusion of the credit agreement with you.	The customer may receive a copy of the draft credit agreement free of charge upon request.

5. Additional information in the case of distance marketing of financial services

a) concerning the creditor	
Representative of the creditor in your Member State of residence Address Telephone number E-mail address Web address	Individually authorised to represent: Permanent representative: Leyre Elena Mena Tinoco Neue Mainzer Straße 28 60311 Frankfurt am Main +49 (0) 69 58996454 kundenservice@bbva.de www.bbva.de
Entry in the commercial register (registration)	Entry of the head office in the commercial register: Commercial Register of Vizcaya (Spain), Volume 2083, Sheet 1, Page BI-17-A, 1st entry. Entry of the German branch in the commercial register: Frankfurt am Main Local Court, HRB 81939.
Competent supervisory authority	European Central Bank (<i>Europäische Zentralbank</i>), Sonnemannstraße 20, 60314 Frankfurt am Main (Internet:

	<p>www.ecb.europa.eu)</p> <p>Federal Financial Supervisory Authority (<i>Bundesanstalt für Finanzdienstleistungsaufsicht</i>), Graurheindorfer Straße 108, 53117 Bonn and Marie-Curie-Str. 24-28, 60439 Frankfurt (Internet: www.bafin.de)</p> <p>German Central Bank (<i>Deutsche Bundesbank</i>), Wilhelm-Epstein-Straße 14, 60431 Frankfurt am Main (Internet: www.bundesbank.de)</p> <p>Bank of Spain (<i>Banco de España</i>), calle Alcalá 48, Madrid (Internet: www.bde.es)</p>
b) concerning the credit agreement	
Exercise of the right of withdrawal	<p>Withdrawal information</p> <p>Section 1 Right of withdrawal</p> <p>The borrower can withdraw his contractual declaration within 14 days without giving reasons.</p> <p>The period begins after the conclusion of the contract, but only after the Borrower has received all the mandatory information listed in Section 2 below. The Borrower has received all mandatory information if it is contained in the copy of his application intended for the Borrower or in the copy of the contractual deed intended for the Borrower or in a copy of his application or of the contractual deed intended for the Borrower and such a document has been made available to the Borrower. The borrower may be informed subsequently on a durable medium of any mandatory information not included in the text of the contract; the period for exercising the right shall then be one month. The borrower must be informed again of the start of the period for exercising the right with the subsequent mandatory information. To comply with the period for exercising the right, it is sufficient to send the cancellation in good time if the declaration is made on a durable medium (e.g. letter, fax, e-mail). The cancellation is to be sent to:</p>

	<p>by post Banco Bilbao Vizcaya Argentaria, S.A., Niederlassung Deutschland Neue Mainzer Straße 28 60311 Frankfurt am Main</p> <p>by email kundenservice@bbva.de</p> <p>Section 2 Mandatory contractual information required for the start of the period for exercising the right</p> <p>The mandatory information according to section 1 sentence 2 includes:</p> <ul style="list-style-type: none"> (1) the name and address of the creditor and the borrower; (2) the type of credit; (3) the net credit amount; (4) the effective annual interest rate; (5) the total amount; Re points 4 and 5: The effective annual interest rate and the total amount must be stated using the assumptions that are known at the time the contract is concluded and that are included in the calculation of the effective annual interest rate. (6) the borrowing rate; The information on the borrowing rate must include the conditions and the period for its application as well as the manner of its adjustment. If the borrowing rate is dependent on an index or reference interest rate, these must be stated. If the credit agreement provides for several borrowing rates, the information must be provided for all borrowing rates. (7) the contract term;
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	<p>(8) the amount, number and due date of the individual instalments;</p> <p>If partial payments are provided for in the case of several agreed borrowing rates, the order in which the outstanding claims of the creditor to which different borrowing rates apply are to be repaid by the partial payments must be specified.</p> <p>(9) the conditions governing the drawdown;</p> <p>(10) the default interest rate and the manner of its possible adjustment as well as any default costs incurred;</p> <p>(11) a warning about the consequences of non-payment;</p> <p>(12) the existence or non-existence of a right of withdrawal, the deadline and other circumstances for the declaration of cancellation as well as a reference to the borrower's obligation to repay a credit already disbursed and to pay interest; the amount of interest to be paid per day must be stated;</p> <p>(13) the borrower's right to repay the credit early;</p> <p>(14) the supervisory authority responsible for the creditor;</p> <p>(15) the procedure to be followed when cancelling the contract;</p> <p>(16) the information that the borrower has access to an out-of-court complaint and redress procedure and the conditions for this access;</p> <p>(17) A note on the borrower's right to receive a repayment schedule free of charge at any time during the entire term of the loan;</p> <p>If the borrower requests a repayment schedule, this must show which payments are to be made at which intervals and which conditions apply to these payments. The amount of the instalments on the credit, the interest calculated according to the borrowing rate and the other costs must be itemised. If the borrowing rate is not fixed or the other costs can be adjusted, the repayment schedule must state in a clear and comprehensible form that the dates of the repayment schedule only apply until</p>
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	<p>the next adjustment of the borrowing rate or the other costs. The repayment schedule must be made available to the borrower on a durable medium.</p> <p>(18) the collateral and insurance required by the creditor, in particular a reservation of title in the case of financing against payment;</p> <p>(19) account maintenance fees charged in connection with the consumer loan agreement and the conditions under which the fees may be adjusted if the creditor requires the conclusion of an account maintenance agreement, as well as any other costs, in particular in connection with the disbursement or use of a payment instrument with which both payment transactions and withdrawals can be made, and the conditions under which the costs may be adjusted;</p> <p>(20) all other contractual terms and conditions.</p> <p>Section 3 Consequences of withdrawal</p> <p>If the credit has already been disbursed, the borrower must repay it within 30 days at the latest and pay the agreed borrowing rate for the period between disbursement and repayment of the credit. The period begins with the dispatch of the cancellation notice. For the period between disbursement and repayment, an interest amount of _____ [interest amount in euros per day]. Euro. This amount is reduced accordingly if the credit is only partially utilized.</p>
The law taken by the creditor as a basis for the establishment of relations with you before the conclusion of the credit contract	The law of the Federal Republic of Germany applies to the relationship with you prior to the conclusion of the framework credit agreement.
Clauses on the law applicable to the credit agreement and/or the competent court	German law applies to the conclusion of the contract and the entire business relationship between you and the Creditor. There is no contractual jurisdiction clause for retail customers.
Choice of language	The information and contractual conditions are presented in German. With your consent, we will keep in contact with you in German during the term of the credit agreement.
c) on legal remedies	

<p>Availability of and access to out-of-court complaint and redress procedures</p>	<p>You may engage in the following processes outside of court to address complaints and seek legal remedies:</p> <ul style="list-style-type: none"> • 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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