Kutxabank, S.A.

(incorporated as a limited liability company (sociedad anónima) under the laws of Spain)

EUR 5,000,000,000

Euro Medium Term Note and European Covered Bond (Premium) Programme

This Base Prospectus of Kutxabank, S.A. (the "**Issuer**", the "**Bank**" or "**Kutxabank** "), a public limited company (*sociedad anónima*), has been approved by the Spanish Securities Market Commission (*Comisión Nacional del Mercado de Valores*) (the "**CNMV**") as competent authority under Regulation (EU) 2017/1129 (the "**Prospectus Regulation**"), as a base prospectus for the purposes of article 8 of the Prospectus Regulation for the purpose of giving information with regard to the issue of securities ("**Securities**") issued under the Euro Medium Term Note and European Covered Bond (Premium) Programme of Kutxabank (the "**Programme**") described in this Base Prospectus during the period of 12 months after the date hereof. The Bank and its consolidated subsidiaries are referred to herein as the "**Group**" or the "**Kutxabank Group**".

This Base Prospectus has been prepared in accordance with, and including the information required by Annexes 7 and 15 for wholesale non-equity securities of Delegated Regulation (EU) 2019/980 of 14 March 2019. The CNMV has only approved this Base Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such an approval should not be considered as an endorsement of the Issuer nor as an endorsement of the quality of any Securities that are the subject of this Base Prospectus. Investors should make their own assessment as to the suitability of investing in such Securities. This Base Prospectus is valid for a period of 12 months from the date of approval. Application may be made for the Securities to be admitted to listing on the Spanish AIAF Fixed Income Market (AIAF Mercado de Renta Fija) ("**AIAF**"). AIAF is a regulated market for the purposes of Directive 2014/65/EU on markets in financial instruments (as amended, "**MiFID II**"). The Securities may be listed or admitted to trading, as the case may be, on other or further stock exchanges or markets agreed between the Issuer and the relevant dealers. No unlisted Securities may be issued under the Programme.

The Securities under this Programme will be issued in uncertified, dematerialised book-entry form (*anotaciones en cuenta*) and will be registered with Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores, S.A. Unipersonal ("**Iberclear**") as managing entity of the central registry of the Spanish settlement system (the "**Spanish Central Registry**"). Consequently, no global certificates will be issued in respect of the Securities. Settlement relating to the Securities, as well as payment of interest and redemption of principal amounts, will be performed within Iberclear's book-entry system.

Under this Programme, Kutxabank may from time to time issue notes (the "**Notes**") governed by Spanish law and *cédulas hipotecarias* (*bonos garantizados europeos (premium)*) (the *"***Mortgage Covered Bonds***"*) and *cédulas territoriales* (*bonos garantizados europeos (premium)*) (the *"***Public Sector Covered Bonds**", and together with the Mortgage Covered Bonds, the "**Covered Bonds**") governed by Spanish law as specified in the relevant Final Terms (as defined below). References to the "**Securities**" shall be to the Covered Bonds and to the Notes.

Each tranche of Notes will be issued on the terms set out herein under "*Terms and Conditions of the Notes*" (the "**Terms and Conditions of the Notes**") as completed by a document specific to such tranche called Notes final terms (the "**Notes Final Terms**"). Each tranche of Covered Bonds will be issued on the terms set out herein under "*Terms and Conditions of the Covered Bonds"* (the "**Terms and Conditions of the Covered Bonds**", and, together with the Terms and Conditions of the Notes, the "**Terms and Conditions**" or the "**Conditions**") as completed by a document specific to such tranche called Covered Bonds final terms (the "**Covered Bonds Final**

Terms" and, together with the Notes Final Terms, the "**Final Terms**"). The Final Terms of each tranche of Securities (a "**Tranche**") will state whether these are to be (I) Covered Bonds or (II) Notes; and, if Notes, whether such Notes are (a) Senior Notes or (b) Subordinated Notes; and, if Senior Notes, whether such Senior Notes are (i) Ordinary Senior Notes or (ii) Senior Non-Preferred Notes; and, if Subordinated Notes, whether such Subordinated Notes are (i) Senior Subordinated Notes or (ii) Tier 2 Subordinated Notes. Notice of the aggregate nominal amount of the Securities, interest (if any) payable in respect of the Securities, the issue price of the Securities and certain other information applicable to each issue of the Securities will also be set out in the Final Terms. The Final Terms of each Tranche will also state whether the relevant Securities are to be: (i) Fixed Rate Securities, (ii) Floating Rate Securities, (iii) Reset Notes, (iv) Fixed to Floating Securities, (v) Floating to Fixed Securities, (vi) Fixed to Reset Notes, or (vii) Zero Coupon Notes.

Securities issued under the Programme may be unrated or rated by any one or more rating agencies. Where a Tranche is rated, such rating will be disclosed in the relevant Final Terms and will not necessarily be the same as the rating(s) assigned to Securities already issued. Whether or not each credit rating applied for in relation to a relevant Tranche will, among others, be issued or endorsed by a credit rating agency established in the European Economic Area ("**EEA**") and registered under Regulation (EU) No 1060/2009, as amended (the "**CRA Regulation**"), will be disclosed in the relevant Final Terms. In general, European regulated investors are restricted from using a rating for regulatory purposes if such rating is not issued by a credit rating agency established in the EEA and registered under the CRA Regulation unless (1) the rating is provided by a credit rating agency not established in the EEA but is endorsed by a credit rating agency established in the EEA and registered under the CRA Regulation or (2) the rating is provided by a credit rating agency not established in the EEA which is certified under the CRA Regulation. **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.**

The Securities are complex financial instruments and are not a suitable or appropriate investment for all investors. Prospective purchasers of Securities should ensure that they understand the nature of the relevant Securities and the extent of their exposure to risks and that they consider the suitability of the relevant Securities as an investment in the light of their own circumstances and financial condition.

Investing in Securities issued under the Programme involves certain risks. The principal risk factors that may affect the abilities of the Issuer to fulfil its respective obligations under the Securities are discussed under "*Risk Factors*" below.

No Securities may be issued under the Programme with a denomination of less than €100,000.

Product Governance under MiFID II – A determination will be made in relation to each issue about whether, for the purpose of the MiFID Product Governance rules under European Union Delegated Directive 2017/593 (the "**MiFID Product Governance Rules**"), any dealer subscribing for any Securities is a manufacturer in respect of such Securities. The Final Terms in respect of any Securities may include a legend entitled "MiFID II Product Governance" which will outline the target market assessment in respect of the Securities and which channels for distribution of the Securities are appropriate. Any person subsequently offering, selling or recommending the Securitites (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 Securities (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

Product Governance under UK MiFIR – A determination will be made in relation to each issue about whether, for the purpose of the UK MiFIR product governance rules set out in the FCA Handbook Product Intervention and Product Governance Sourcebook (the "**UK MiFIR Product Governance Rules**"), any dealer subscribing for any Securities is a manufacturer in respect of such Securities The Final Terms in respect of any Securities may include a legend entitled "UK MiFIR Product Governance" which will outline the target market assessment in respect of the Securities and which channels for distribution of the Securities are appropriate. Any distributor should take into consideration the target market assessment; however, a distributor subject to the UK MiFIR Product Governance Rules is responsible for undertaking its own target market assessment in respect of the Securities (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

PROHIBITION OF SALES TO EEA RETAIL INVESTORS – The Securities are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in 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 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. Consequently, no key information document (KID) required by Regulation (EU) No 1286/2014 (the "**PRIIPs Regulation**") for offering or selling the Securities or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Securities or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

PROHIBITION OF SALES TO UK RETAIL INVESTORS –The Securities are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom ("**UK**"). For these purposes, a retail investor means a person who is neither (i) a professional client, as defined in point (8) of article 2(1) of Regulation (EU)

No 600/2014 as it forms part of the domestic law of the UK by virtue of the European Union (Withdrawal) Act 2028 ("**EUWA**"); nor (ii) a qualified investor as defined in paragraph 15 of Schedule 1 to the Public Offers and Admissions to Trading Regulations 2024 ("**POATRs**"). Consequently no key information document (KID) required by Regulation (EU) No 1286/2014 as it forms part of the domestic law of the UK by virtue of the EUWA (the "**UK PRIIPs Regulation**") for offering or selling the Securities or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Securities or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

In addition, in the UK, this Base Prospectus may be distributed to, and directed at, persons (i) who qualify as "investment professionals" within the meaning of article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, as amended (the "**Order**"); (ii) high net worth companies, unincorporated associations and other bodies within the categories described in article 49(2) of the Order; and (iii) persons to whom it may otherwise lawfully be communicated (all such persons together, relevant persons).

Therefore, this Base Prospectus must not be acted on or relied upon (i) in any member state of the EEA (a "**Member State**"), by persons who are retail investors, and (ii) in the UK, by persons who are retail investors or are not relevant persons.

The Securities have not been, and will not be, registered under the United States Securities Act of 1933, as amended (the "**Securities Act**") or with any securities regulatory authority of any state or other jurisdiction of the United State. The Securities may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S under the Securities Act ("**Regulation S**")) except in certain transactions exempt from the registration requirements of the Securities Act.

Prospective investors are referred to the section headed "Subscription and Sale" on pages 248 to 251 of this Base Prospectus for further information.

For the purpose of article 21 of the Prospectus Regulation, this Base Prospectus and any Final Terms issued under the Programme will be published on the Issuer's website https://www.kutxabank.com/cs/Satellite/kutxabank/es/informacion_para_brinversores/renta_fija/emisiones. All information contained in that website or in any websites mentioned throughout this Base Prospectus does not form part of this Base Prospectus and has not been examined or approved by the CNMV.

This Base Prospectus will be valid as a base prospectus under the Prospectus Regulation for 12 months from 22 January 2026. The obligation to supplement this Base Prospectus in the event of significant new factors, material mistakes or material inaccuracies will not apply following the expiry of that period.

The date of this Base Prospectus is 22 January 2026.

IMPORTANT NOTICES

The Issuer confirms that this Base Prospectus contains all information which is (in the context of the Programme, the issue and the offering and sale of the Securities) material with respect to the Issuer, the Group and the Securities; that such information is true and accurate in all material respects and is not misleading in any material respect; that any opinions, predictions or intentions expressed herein are honestly held or made and are not misleading in any material respect; that this Base Prospectus does not omit to state any material fact necessary to make such information, opinions, predictions or intentions (in the context of the Programme, the issue and the offering and sale of the Securities) not misleading in any material respect; and that all proper enquiries have been made to ascertain such facts and to verify the accuracy of the foregoing.

No person is or has been authorised to give any information or to make any representation not contained in or not consistent with this Base Prospectus or any other document entered into in relation to the Programme or any information supplied by the Issuer and, if given or made, such information or representation should not be relied upon as having been authorised by the Issuer.

The dealers subscribing any Securities have not independently verified the information contained herein. Accordingly, neither the dealers subscribing any Securities nor any of their affiliates have authorised the whole or any part of this Base Prospectus and none of them makes any representation or warranty, express or implied, or accepts any responsibility as to the accuracy or completeness of the information contained or incorporated by reference in this Base Prospectus or any responsibility for the acts or omissions of the Issuer or any other person in connection with the issue and offering of the Securities.

Neither the delivery of this Base Prospectus or any Final Terms nor the offering, sale or delivery of any Security shall, in any circumstances, create any implication that the information contained in this Base Prospectus is true subsequent to the date hereof or the date upon which this Base Prospectus has been most recently amended or supplemented or that there has been no adverse change, or any event reasonably likely to involve any adverse change, in the prospects or financial or trading position of the Issuer since the date thereof or, if later, the date upon which this Base Prospectus has been most recently amended or supplemented or that any other information supplied in connection with the Programme is correct at any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same. Pursuant to the Prospectus Regulation, the Base Prospectus will be supplemented in the event of a significant new factor, material mistake or material inaccuracy relating to the information included therein which may affect the assessment of the securities and which arises or is noted between the time when the Base Prospectus is approved and the closing of the offer period or the time when trading on a regulated market begins, whichever occurs later. This Base Prospectus will be valid as a base prospectus under the Prospectus Regulation for 12 months from 22 January 2026. For the avoidance of doubt, the obligation to supplement this Base Prospectus will not apply following the expiry of that period.

The dealers subscribing any Securities shall not be responsible for, or for investigating, any matter which is the subject of, any statement, representation, warranty or covenant of Kutxabank or the Group contained in this Base Prospectus, or any other agreement or document relating to the Securities, or for the execution, legality, effectiveness, adequacy, genuineness, validity, enforceability or admissibility in evidence thereof.

This Base Prospectus is limited to the approval of a base prospectus for the purposes of article 8 of the Prospectus Regulation. Consequently, no Securities are being issued solely as a result of the approval of this Base Prospectus, and therefore, no conflict of interest can arise in this regard.

Securities issued as Green Securities

Prospective investors in any Securities where the "*Reasons for the Offer*" in Part B of the relevant Final Terms are stated to be for "green" purposes as described therein (the "**Green Securities**") should have regard to the information in the "*Use of Proceeds*" section of this Base Prospectus and the relevant Final Terms regarding the use of an amount equal to the net proceeds of those Green Securities, should have regard to the factors described in the Green Bond Framework (as defined in the risk factor entitled "*Securities issued as "Green Notes" or as "Green Covered Bonds", as described in "Use of Proceeds", may not meet investor expectations or be suitable for an investor's investment criteria*" and "*Use of Proceeds*"), must determine for themselves the relevance of such information for the purpose of any investment in such Green Securities together with any

other investigation such investor deems necessary and must seek advice from their independent financial adviser or other professional adviser regarding its purchase of the Green Securities before deciding to invest. For more information see "*Risk Factors – Risk Relating to the Issuer and the Group – Securities issued as "Green Notes" or as "Green Covered Bonds", as described in "Use of Proceeds", may not meet investor expectations or be suitable for an investor's investment criteria*" and "*Use of Proceeds*".

Green Securities issued under the Programme will not be issued in accordance with the Regulation (EU) 2023/2631 on European Green Bonds and optional disclosures for bonds marketed as environmentally sustainable and for sustainability-linked bonds (the "**European Green Bond Regulation**") which entered into force on 20 December 2023 and applies from 21 December 2024. Therefore, the Issuer will not make use of the optional disclosure templates provided for in Articles 20 and 21 of the European Green Bond Regulation for any Green Securities issued under this Programme.

Neither the dealers subscribing any Securities nor any of their affiliates accept any responsibility for any environmental assessment of any Securities issued as Green Securities or make any representation or warranty or assurance whether such Securities will meet any investor expectations or requirements regarding such "green" or similar denomination. Neither the dealers subscribing any Securities nor any of their affiliates are responsible for the use of proceeds for any Green Securities, nor the impact or monitoring of such use of proceeds. No representation or assurance is given by the dealers subscribing any Securities nor any of their affiliates as to the suitability or reliability of any report, assessment, opinion or certification of any third party (whether or not solicited by the Issuer or any affiliate) made available in connection with an issue of Green Securities, nor is any such report, assessment, opinion or certification a recommendation by the dealers subscribing any Securities nor any of their affiliates to buy, sell or hold any such Securities. In the event any such Securities are, or are intended to be, listed, or admitted to trading on a dedicated "green" or other equivalently-denominated segment of a stock exchange (whether or not regulated) or securities market, no representation or assurance is given by the Issuer, the dealers subscribing any Securities 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 or any other person that any such listing or admission to trading will be obtained in respect of any such Green Securities or, if obtained, that any such listing or admission to trading will be maintained during the life of the Securities.

Any report, assessment, opinion or certification of any third party made available in connection with an issue of Green Securities is not incorporated in this Base Prospectus. The Second Party Opinion (as defined in "*Use of Proceeds*") and any other such opinion, report, assessment or certification is not, nor should be deemed to be, a recommendation by the Issuer, any dealers or any other person to buy, sell or hold any Securities and is current only as of the date it is issued. The criteria and/or considerations that formed the basis of the Second Party Opinion or any such other opinion or certification may change at any time and the Second Party Opinion 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 Issuer's Green Bond 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 Base Prospectus. Neither the Issuer's Green Bond Framework nor the Second Party Opinion are incorporated into, and/or forms part of, this Base Prospectus.

Restrictions on distribution

The distribution of this Base Prospectus and the offering, sale and delivery of Securities in certain jurisdictions may be restricted by law. Persons into whose possession this Base Prospectus or any Final Terms comes are required by the Issuer and any dealers to inform themselves about and to observe any restrictions applicable to the distribution of this Base Prospectus and any Final Terms or to the offering, sale and delivery of the Securities; some of which are described under "*Subscription and Sale*".

In particular, the Securities have not been, and will not be, registered under the Securities Act or with any securities regulatory authority of any state or other jurisdiction of the United States and are subject to U.S. tax law requirements. The Securities may not be offered, sold or delivered within the United States or to, or for the

account or benefit of, U.S. persons (as defined in Regulation S) except in certain transactions exempt from the registration requirements of the Securities Act.

NEITHER THE PROGRAMME NOR THE SECURITIES HAVE BEEN APPROVED OR DISAPPROVED BY THE U.S. SECURITIES AND EXCHANGE COMMISSION (THE "SEC"), ANY STATE SECURITIES COMMISSION IN THE UNITED STATES OR ANY OTHER U.S. REGULATORY AUTHORITY, NOR HAS ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF ANY OFFERING OF SECURITIES OR THE ACCURACY OR ADEQUACY OF THIS BASE PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENCE IN THE UNITED STATES.

Notes will qualify as MREL (as defined in "*Capital, Liquidity and Funding Requirements and Loss Absorbing Powers — MREL Requirements*") eligible liabilities instruments if the conditions set out in article 72b of CRR (as defined below) and in article 45b of BRRD (as defined below) are met. No specific statement to the qualification of the Notes as MREL eligible liabilities instruments by the Issuer in this Base Prospectus or in the relevant Final Terms is required for their qualification as such. Since Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the EEA, article 209 of the Spanish Securities Markets and Investment Services Law approved by Law 6/2023 of 17 March (*Ley 6/2023, de 17 de marzo, de los Mercados de Valores y de los Servicios de Inversión*) (the "**Spanish Securities Markets and Investment Services Law**") should not apply to the marketing or placement of the Notes.

Neither this Base Prospectus nor any Final Terms constitutes an offer or an invitation to subscribe for or purchase any Securities and should not be considered as a recommendation by the Issuer, any dealers or any of them that any recipient of this Base Prospectus or any Final Terms should subscribe for or purchase any Securities. Each recipient of this Base Prospectus or any Final Terms shall be taken to have made its own investigation and appraisal of the condition (financial or otherwise) of the Issuer.

Benchmarks

Interest and/or other amounts payable under the Securities may be calculated by reference to certain reference rates. Any such reference rate may constitute a benchmark for the purposes of Regulation (EU) 2016/1011 (the "**Benchmark Regulation**"). If any such reference rate does constitute such a benchmark, the Final Terms will indicate whether or not the benchmark is provided by an administrator included in the register of administrators and benchmarks established and maintained by ESMA pursuant to article 36 (Register of administrators and benchmarks) of the Benchmark Regulation. Transitional provisions in the Benchmark Regulation may have the result that the administrator of a particular benchmark is not required to appear in the register of administrators and benchmarks at the date of the Final Terms. The registration status of any administrator under the Benchmark Regulation is a matter of public record and, save where required by applicable law, the Issuer does not intend to update the Final Terms to reflect any change in the registration status of the administrator.

Rounding and currency

References to "**EUR**" or "**euro**" are to the currency introduced at the start of the third stage of European economic and monetary union, and as defined in article 2 of Council Regulation (EC) No 974/98 of 3 May 1998 on the introduction of the euro, as amended. References to "**billions**" are to thousands of millions.

Certain figures included in this Base Prospectus have been subject to rounding adjustments; accordingly, figures shown for the same category presented in different tables may vary slightly and figures shown as totals in certain tables may not be an arithmetic aggregation of the figures which precede them.

The Securities are complex instruments that may not be suitable for certain investors

The Securities are complex instruments and may not be a suitable investment for all investors. Each potential investor in Securities must determine the suitability of that investment in light of its own circumstances. A potential investor should not invest in Securities unless it has the expertise (either alone or with its financial and other professional advisers) to evaluate how the relevant Securities will perform under changing conditions, the resulting effects on the value of the relevant Securities and the impact this investment will have on the potential investor's overall portfolio.

The investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (a) the relevant Securities are legal investments for it; (b) the relevant Securities can be used as collateral for various types of borrowing; and (c) other restrictions apply to its purchase or pledge of any of the relevant Securities. Financial institutions should consult their legal advisors or the appropriate regulators to determine the appropriate treatment of the relevant under any applicable risk-based capital or similar rules.

Forward-Looking Statements

This Base Prospectus contains certain forward-looking statements. The words "anticipate", "believe", "expect", "plan", "intend", "targets", "aims", "estimate", "project", "will", "would", "may", "could", "continue" and similar expressions are intended to identify forward-looking statements. All statements other than statements of historical fact included in this Base Prospectus, including, without limitation, those regarding the financial position, business strategy, management plans and objectives for future operations of the Issuer are forward-looking statements. These forward-looking statements involve known and unknown risks, uncertainties and other factors, which may cause our actual results, performance or achievements, or industry results, to be materially different from those expressed or implied by these forward-looking statements. These forward-looking statements are based on numerous assumptions regarding the present and future business strategies of the Issuer and the environment in which it expects to operate in the future. Important factors that could cause our actual results, performance or achievements to differ materially from those in the forward-looking statements include, among other factors described in this Base Prospectus: (i) the Issuer's ability to integrate our newly-acquired operations and any future expansion of its business; (ii) the Issuer's ability to realise the benefits it expects from existing and future investments in its existing operations and pending expansion and development projects; (iii) the Issuer's ability to obtain requisite governmental or regulatory approvals to undertake planned or proposed investments; (iv) the Issuer's ability to maintain sufficient capital to fund its existing and future operations; (v) changes in political, social, legal or economic conditions in the markets in which the Issuer and its customers operate; (vi) changes in the competitive environment in which the Issuer and its customers operate; and (vii) failure to comply with regulations applicable to the business of the Issuer. Many of these factors may be more likely to occur, or more pronounced, as a result of catastrophic events, including weather-related catastrophic events, pandemics events or terrorist-related incidents. Forward-looking statements contained in this Base Prospectus do not constitute profit forecasts or profit estimates of the Issuer or its Group.

Additional factors that could cause actual results, performance or achievements to differ materially include, but are not limited to, those discussed under "*Risk Factors*". Any forward-looking statements made by or on behalf of the Issuer speak only as at the date they are made. The Issuer does not undertake to update forward-looking statements to reflect any changes in their expectations with regard thereto or any changes in events, conditions or circumstances on which any such statement is based. The reader should, however, consult any additional disclosures that the Issuer has made or may make in documents the Issuer has filed or may file with the CNMV.

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OVERVIEW

The following overview does not purport to be complete and is taken from, and is qualified in its entirety by, the remainder of this Base Prospectus and, in relation to the terms and conditions of any particular Tranche, the relevant Final Terms. The Issuer and any relevant dealer may agree that Securities shall be issued in a form other than that contemplated in the Conditions, in which event, in the case of listed Securities only and if appropriate, a new Prospectus will be published.

This overview constitutes a general description of the Programme for the purposes of article 25.1 of Commission Delegated Regulation (EU) No 2019/980 supplementing the Prospectus Regulation.

Words and expressions defined in the "*Terms and Conditions of the Notes*" and the "*Terms and Conditions of the European Covered Bonds (Premium)*" below or elsewhere in this Base Prospectus have the same meanings in this overview.

Issuer:	Kutxabank, S.A.
LEI Code:	549300U4LIZV0REEQQ46
Risk factors:	There are certain factors that may affect the Issuer's ability to fulfil its obligations under Securities issued under the Programme. These are set out under "*Risk Factors – Risks relating to the Issuer and the Group*" below. In addition, there are certain factors which are material for the purpose of assessing the market risks associated with Securities issued under the Programme. These are set out under "*Risk Factors – Risks Relating to the Securities*" and include certain risks relating to the structure of particular Series of Notes and/or Series of Covered Bonds and certain market risks.
Description:	Euro Medium Term Note and European Covered Bond (Premium) Programme.
Paying Agency:	For Securities listed on AIAF, all payments under the Terms and Conditions will be carried out directly by the Issuer through Iberclear.
Clearing Systems:	Iberclear.
Programme Size:	Up to €5,000,000,000 in aggregate original nominal amount of all Securities outstanding at any time.
Distribution:	Subject to applicable selling restrictions, Securities may be distributed by way of private or public placement and in each case on a syndicated or non-syndicated basis.
Form of Securities:	The Securities will be issued in uncertified, dematerialised book-entry form (*anotaciones en cuenta*) and will be registered with Iberclear.
Overview of the Notes:	
Maturities:	Senior Notes and Senior Subordinated 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. The Maturity Date of the Notes will not exceed 50 years from the Issue Date.
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.

Reset Notes:	Reset Rate Notes will bear interest at an initial fixed rate of interest from (and including) the Interest Commencement Date until (but excluding) the First Reset Date at the rate per annum equal to the Initial Rate of Interest, that will be reset as described in Condition 6 (*Reset Notes Provisions*) of the Terms and Conditions of the Notes on the First Reset Date, the Second Reset Date (if applicable) and each Subsequent Reset Date (if any) thereafter.
Floating Rate Notes:	Floating Rate Notes will bear interest at a rate determined either (i) in accordance with "*Screen Rate Determination*" (see Condition 7(c) (*Floating Rate Provisions -Screen Rate Determination*) of the Terms and Conditions of the Notes); or (ii) in accordance with "*ISDA Determination*" (see Condition 7(d) (*Floating Rate Provisions -ISDA Determination*) of the Terms and Conditions of the Notes). 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.
Zero Coupon Notes:	Zero Coupon Notes will be offered and sold at a discount to, or at 100% of, their principal amount. Zero Coupon Notes do not bear interest and an investor will not receive any return on the Notes until redemption.
Benchmark Discontinuation:	On the occurrence of a Benchmark Event, the Issuer and, if applicable, an Independent Financial Adviser may, subject to certain conditions, in accordance with Condition 9 (*Benchmark Discontinuation*) of the Terms and Conditions of the Notes and without any requirement for consent or approval of the Holders of the Notes, determine a Successor Rate or, failing which, an Alternative Rate and, in either case, an Adjustment Spread. If any Successor Rate, Alternative Rate and/or Adjustment Spread is determined in accordance with Condition 9 (*Benchmark Discontinuation*) of the Terms and Conditions of the Notes, the Independent Financial Adviser or the Issuer, (following consultation with the Independent Financial Adviser) may vary the Terms and Conditions of the Notes if necessary to follow market practice in relation to the Successor Rate or Alternative Rate and/or Adjustment Spread.

Redemption:	The relevant Notes Final Terms will indicate either that the relevant Notes cannot be redeemed prior to their stated maturity (other than following an event of default or a Tax Event or, if indicated as applicable in the relevant Notes Final Terms, following a MREL Disqualification Event and, in the case of Tier 2 Subordinated Notes, following a Capital Event, if indicated as applicable in the relevant Notes Final Terms) or that such Notes will be redeemable at the option of the Issuer and/or the Holders of the Notes upon giving notice to the Holders of the Notes or the Issuer, as the case may be, on a date or dates specified prior to such stated maturity and at a price or prices specified in the relevant Notes Final Terms. In addition, if so specified in the relevant Notes Final Terms, the Issuer may redeem the relevant Notes at any time if the Outstanding Principal Amount of such Notes is equal or less of the Residual Percentage specified in the relevant Notes Final Terms of the aggregate nominal amount of the Notes originally issued. Redemption of Tier 2 Subordinated Notes at the option of the Issuer may only take place after five years from their date of issuance or any different minimum period permitted under Applicable Banking Regulations. In accordance with CRR (as defined in the Terms and Conditions of the Notes), redemption of the Notes at the option of the Holders of the Notes shall not be applicable to Tier 2 Subordinated Notes or Notes that are intended to qualify as MREL-Eligible Instruments. Redemption following a Tax Event in the case of Tier 2 Subordinated Notes or Notes qualifying as MREL-Eligible Instruments, or redemption following a Capital Event or a MREL Disqualification Event, will be subject to the prior permission of the Regulator and/or the Relevant Resolution Authority if required therefor under Applicable Banking Regulations and may only take place in accordance with Applicable Banking Regulations in force at the relevant time. See Condition 10(k) (*Redemption and Purchase -Conditions to Redemption and Purchase*) of the Terms and Conditions of the Notes.
Substitution and Variation:	If indicated as applicable in the relevant Notes Final Terms and if a Tax Event, a MREL Disqualification Event or a Capital Event occurs and is continuing, the Issuer may substitute all (but not some only) of the Notes or vary the terms of all (but not some only) of the Notes, without any requirement for the consent or approval of the Holders of the Notes, so that they are substituted for, or varied to become or remain, Qualifying Notes. See Condition 15 (*Substitution and Variation*) of the Terms and Conditions of the Notes.
Denomination:	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 at least €100,000.

Taxation:	All payments of interest and any other amounts payable in respect of the Notes by or on behalf of the Issuer will be made free and clear of, and without withholding or deduction for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature, unless such withholding or deduction is required by law. In that event, the Issuer will, save in certain limited circumstances or exceptions (please refer to Condition 12 (*Taxation*) of the Terms and Conditions of the Notes) be required to pay such additional amounts in respect of interest and any other amounts (excluding, for the avoidance of doubt, any repayment of principal or any premium) (except in the case of Ordinary Senior Notes, where additional amounts will be paid in respect of the payment of any interest and, if so specified in the relevant Notes Final Terms, principal (and/or premium, if any)), as will result in receipt by the Holders of the Notes of such amounts as would have otherwise been receivable by them had no such withholding or deduction been required. All payments in respect of the Notes will be subject in all cases to (i) any fiscal or other laws and regulations applicable thereto in the place of payment or other laws and regulations to which the Issuer if subject, but without prejudice to the provisions of Condition 12 (*Taxation*) of the Terms and Conditions of the Notes; 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 to 1474 of the Code and any regulations or agreements thereunder or any official interpretations thereof ("**FATCA**") or any law implementing an intergovernmental approach to FATCA.
Status:	Notes may be either Senior Notes or Subordinated Notes and, in the case of Senior Notes, Ordinary Senior Notes or Senior Non-Preferred Notes and, in the case of Subordinated Notes, Senior Subordinated Notes or Tier 2 Subordinated Notes and will all rank as more fully described in Condition 4 (*Status*) of the Terms and Conditions of the Notes.
Governing Law:	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, Spanish law (*legislación común española*).

Overview of the Covered Bonds:

Maturities:	If so specified in the relevant Covered Bonds Final Terms and as otherwise provided therein, the Issuer or the Special Cover Pool Administrator (as applicable) may extend the Maturity Date up to the Extended Maturity Date, subject to and in the circumstances contemplated in Royal Decree-Law 24/2021, as amended or replaced from time to time, including the prior permission of the Bank of Spain, when applicable. 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 Maturity Date as set out in the relevant Covered Bonds Final Terms. The Maturity Date of the Covered Bonds will not exceed 50 years from the Issue Date.
Fixed Rate Covered Bonds:	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.
Floating Rate Covered Bonds:	Floating Rate Covered Bonds will bear interest at a rate determined either (i) in accordance with "*Screen Rate Determination*" (see Condition 6(c) (*Floating Rate Provisions -Screen Rate Determination*) of the Terms and Conditions of the Covered Bonds); or (ii) in accordance with "*ISDA Determination*" (see Condition 6(d) (*Floating Rate Provisions -ISDA Determination*) of the Terms and Conditions of the Covered Bonds). 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 Covered Bonds. Floating Rate Covered Bonds may also have a maximum interest rate, a minimum interest rate or both. Interest on Floating Rate Covered Bonds 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 Issuer and, if applicable, an Independent Financial Adviser may, subject to certain conditions, in accordance with Condition 8 (*Benchmark Discontinuation*) of the Terms and Conditions of the Covered Bonds and without any requirement for consent or approval of the Holders of Covered Bonds, determine a Successor Rate or, failing which, an Alternative Rate and, in either case, an Adjustment Spread. If any Successor Rate, Alternative Rate and/or Adjustment Spread is determined in accordance with Condition 8 (*Benchmark Discontinuation*) of the Terms and Conditions of the Covered Bonds, the Independent Financial Adviser or the Issuer, (following consultation with the Independent Financial Adviser) may vary the Terms and Conditions of the Covered Bonds if necessary to follow market practice in relation to the Successor Rate or Alternative Rate and/or Adjustment Spread.
Redemption:	The relevant Covered Bonds Final Terms will indicate either that the relevant Covered Bonds cannot be redeemed prior to their stated maturity or that Covered Bonds will be redeemable at the option of the Issuer upon giving notice to the Holders of Covered Bonds, on a date or dates specified prior to such stated maturity and at a price or prices specified in the relevant Covered Bonds Final Terms. In addition, if so specified in the relevant Covered Bonds Final Terms, the Issuer may redeem the relevant Covered Bonds at any time if the Outstanding Principal Amount of such Covered Bonds is equal or less of the Residual Percentage specified in the relevant Covered Bonds Final Terms of the aggregate nominal amount of the Covered Bonds originally issued.
Denomination:	The Covered Bonds will be issued in such denominations as may be agreed between the Issuer and the relevant dealer save that the minimum denomination of each Covered Bond will be at least €100,000.
Taxation:	All payments of principal and interest in respect of the Covered Bonds by or on behalf of the Issuer will be made subject and after deduction or withholding required to be made by law for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature imposed or levied by or on behalf of the Kingdom of Spain or any political subdivision or any authority thereof or therein having power to tax. The Issuer will not be required to pay any additional or further amounts in respect of such deduction or withholding.
Status:	Covered Bonds will all rank as more fully described in Condition 4 (*Status*) of the Terms and Conditions of the Covered Bonds.
Governing Law:	The Covered Bonds and any non-contractual obligations arising out of or in connection with the Covered Bonds will be governed by, and shall be construed in accordance with, Spanish law (*legislación común española*), including Royal Decree-Law 24/2021 (as may be amended or replaced from time to time).

Rating:	The Issuer's long-term ratings as of the date of this Base Prospectus are "A2" (Stable) by Moody's Investors Service España, S.A., "A" (Stable) by Fitch Ratings Ireland Limited and "A" (Stable) DBRS Ratings Limited Sucursal en España. Series of Securities issued under the Programme may be rated or unrated. Where a Series of Securities is rated, such rating will be disclosed in the relevant Final Terms. 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.
Listing:	This Base Prospectus has been approved by the CNMV as competent authority under the Prospectus Regulation. Application may be made for Securities issued under the Programme to be listed on AIAF. Securities may be listed or admitted to trading, as the case may be, on other or further stock exchanges or markets (either Spanish, European or non-European, including regulated markets, multilateral trading facilities or any other organised markets) agreed between the Issuer and the relevant dealers in relation to the Series. No unlisted Securities may be issued under the Programme. The relevant Final Terms will state on which stock exchanges and/or markets the relevant Securities are to be listed and/or admitted to trading.
Selling Restrictions:	There are restrictions on the offer, sale and transfer of Securities in the EEA, Spain, the UK, the United States, Belgium, Switzerland, France and the Republic of Italy, and other such other restrictions as may be required in connection with the offering and sale of a particular Tranche of Securities (see "*Subscription and Sale*").
United States Selling Restrictions:	Regulation S.

RISK FACTORS

The Issuer declares that the information contained in this Base Prospectus includes the instructions and recommendations received, when appropriate, from the prudential supervisory authorities (i.e. European Central Bank and Bank of Spain) and that may have an impact on the financial reports and risks described hereinafter.

Any investment in the Securities is subject to a number of risks. Prior to investing in the Securities, prospective investors should carefully consider risk factors associated with any investment in the Securities, the business of the Issuer (and the Group) and the industry in which it operates together with all other information contained in this Base Prospectus, including, in particular the risk factors described below.

Only risks which are specific and material to the Issuer or the Group and to the Securities 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 it currently deems immaterial or that apply generally to the banking industry for which reason have not been included herein (such as reputational risk), may individually or cumulatively also have a material adverse effect on the business, prospects, results of operations and/or financial position of the Issuer or the Group and, if any such risk should occur, the price of the Securities may decline and investors could lose all or part of their investment. Investors should consider carefully whether an investment in the Securities is suitable for them in light of the information in this Base Prospectus and their personal circumstances. Risks that apply generally to securities with the characteristics of the Securities (for instance, risks related to modifications of the Securities approved by a meeting of Holders of the Securities, risks related to the absence of limitations on the amount or type of further securities or indebtedness which the Bank may incur or risks related to fluctuations in market interest rates) and that apply generally to negotiable securities such as those related to the secondary market in general (for instance, illiquidity or price fluctuations) have not been included herein. However, such additional risks may affect the value and liquidity of the Securities.

Words and expressions defined in the "Terms and Conditions" used below or elsewhere in this Base Prospectus have the same meanings in this section.

RISKS RELATING TO THE ISSUER AND THE GROUP

Business and financial risks

Credit risk

The Group is exposed to the creditworthiness of its customers and counterparties. Credit risk is defined as potential losses in respect of the full or partial breach of the debt repayment obligations of customers or counterparties (including, but not limited to, the insolvency of a counterparty or debtor), and also includes the value loss as a consequence of the credit quality of customers or counterparties. Credits to clients[1] and fixed income securities[2] represented 73.12% and 9.78%, respectively, of the total assets of the Group as at 30 June 2025 (71.87% and 9.82%, respectively, as at 31 December 2024, and 73.02% and 9.38%, respectively, as at 31 December 2023). Although, in some cases, compliance with the referred contractual obligations is secured, collateral and security provided to the Group may be insufficient.

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[1] "Credits to clients" is an alternative performance measure ("**APM**"), the definition, explanation, use and reconciliation of which is set out in "*Overview of Financial Information — Alternative Performance Measures*".

[2] "Fixed income securities" is an APM, the definition, explanation, use and reconciliation of which is set out in "*Overview of Financial Information — Alternative Performance Measures*".

Payment defaults by clients may arise from events and circumstances that are unforeseeable or difficult to predict or detect. Due to the geographical concentration of the Issuer in Spain, and particularly in the Basque Country region and in Cordoba and Jaen provinces, market turmoil and economic weakness in such regions (please see "*— Macroeconomic Risks — Unfavourable global economic conditions due to various factors or any deterioration in the European or Spanish financial system may negatively affect the Group*") could have a material adverse effect on the liquidity, business and financial conditions of the Group's clients, which could in turn impair the Group's loan portfolio, affecting the recoverability and value of the Group's assets and requiring an increase in provisions for bad and doubtful debts and other provisions.

During the six-month period ended 30 June 2025 the Group allocated provisions for credit for an amount of EUR 29.57 million, while in the year ended 31 December 2024 the Group allocated provisions for credit for an amount of EUR 42.29 million (EUR 34.31 million in the year ended 31 December 2023). Although as at 30 June 2025, the cost of credit risk[3] was of 14.19 basis points (8.80 basis points as at 31 December 2024 and 7.22 basis points as at 31 December 2023), the Issuer cannot assure that it will be able to effectively control the level of the impaired loans in the Group's loan portfolio.

Non-performing or low credit quality loans could negatively impact the Group's results of operations. As at 30 June 2025, the non-performing loans[4] ("**NPLs**") amounted to EUR 617.24 million (EUR 659.12 million as at 31 December 2024 and EUR 694.48 million as at 31 December 2023).

As at 30 June 2025, the Non-Performing Loans Ratio[5] of the Group was 1.14% (1.28% as at 31 December 2024 and 1.39% as at 31 December 2023). As at 30 June 2025 the total non-performing assets (net) [6] of the Group amounted to EUR -86.11 million (EUR -29.44 million as at 31 December 2024 and EUR 217.11 million as at 31 December 2023), representing -0,13% of the total assets of the Group as at that date (-0.04% as at 31 December 2024 and 0.34% as at 31 December 2023). As at 30 June 2025, the Texas ratio[7] of the Group was 19.08% (20.30% as at 31 December 2024 and 22.98% as at 31 December 2023). As at 30 June 2025, the Non-Performing Loans Coverage Ratio[8] of the Group was 123.13% and the coverage of the acquired or repossessed assets[9] was 93.74% (113.84% and 93.56%, respectively, as at 31 December 2024 and 102.44% and 77.45%, respectively, as at 31 December 2023).

If the Group is unable to control the level of its non-performing or poor credit quality loans, this could adversely affect the Group's financial condition and results of operations since these assets do not generate any income but drain resources related to the recovery process in addition to the explicit costs that might be materialised through the constitution of provisions and other impairments.

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[3] "Cost of credit risk" is an APM, the definition, explanation, use and reconciliation of which is set out in "*Overview of Financial Information — Alternative Performance Measures*".

[4] This metric has been obtained from the Issuer's internal accounting records.

[5] The "Non-Performing Loans Ratio" is an APM, the definition, explanation, use and reconciliation of which is set out in the "Glossary attached to the Director's Report" of the directors' report of the 2024 Consolidated Financial Reports , in the "Glossary attached to the Director's Report" of the directors' report of the 2023 Consolidated Financial Reports and in the "Glossary attached to the Director's Report" of the directors' report of the 2025 Consolidated First Semester Interim Financial Reports.

[6] "Total non-performing assets (net)" is an APM, the definition, explanation, use and reconciliation of which is set out in "*Overview of Financial Information — Alternative Performance Measures*".

[7] The "Texas ratio" is an APM, the definition, explanation, use and reconciliation of which is set out in "*Overview of Financial Information — Alternative Performance Measures*".

[8] The "Coverage Ratio" is an APM, the definition, explanation, use and reconciliation of which is set out in the "Glossary attached to the Director's Report" of the directors' report of the 2024 Consolidated Financial Reports, in the "Glossary attached to the Director's Report" of the directors' report of the 2023 Consolidated Financial Reports and in the "Glossary attached to the Director's Report" of the directors' report of the 2025 Consolidated First Semester Interim Financial Reports.

[9] "Coverage of the acquired or repossessed assets" is an APM, the definition, explanation, use and reconciliation of which is set out in "*Overview of Financial Information — Alternative Performance Measures*".

In addition, the Group routinely transacts with counterparties in the financial services industry; defaults by, and even rumours or questions about the solvency of, certain financial institutions and the financial services industry generally have led to market-wide liquidity problems and could lead to losses or defaults by other institutions. Also, those types of rumours or concerns have arisen and may keep arising in connection with specific geographies or economic sectors at which the Group is exposed, which may derive in a reduction in the value of the relevant Group assets.

Exposure to the different economic sectors is also relevant when considering the credit risk as events particularly affecting an economic sector may increase the credit risk of the positions in that sector. Among the economic sectors to which the Issuer is exposed, it is worth mentioning the real estate sector as the Kutxabank Group is exposed to the Spanish real estate market not only directly (through the real estate assets that it owns) but also indirectly (given that real estate assets secure many of its outstanding loans). As at 30 June 2025, the outstanding balance of mortgage loans to clients amounted to EUR 32,243.52 million, representing 47.33% of the total assets of the Group (EUR 31,548.51 million and 47.64%, respectively, as at 31 December 2024, and EUR 31,296.30 million and 49.12%, respectively, as at 31 December 2023). The aggregated real estate and developers credit exposure[10] as at 30 June 2025 amounted to EUR 449.26 million, representing 0.66% of the total assets of the Group (EUR 447.79 million and 0.68%, respectively, as at 31 December 2024 and EUR 467.94 million and 0.73%, respectively, as at 31 December 2023).

Failure of third parties to meet their contractual obligations to the Group or the incapability of the Group to control the level of its non-performing or poor credit quality loans could have a material adverse effect on the Group's business, financial conditions and results of operations.

A weakening in customers' and counterparties creditworthiness' could also impact the Group's capital adequacy. The regulatory capital levels the Group is required to maintain are calculated as a percentage of its risk-weighted assets ("**RWAs**"), in accordance with the CRD IV Directive and CRR. The RWAs consist of the Group's balance sheet, off-balance sheet and other market and operational risk positions, measured and risk-weighted according to regulatory criteria, and are driven, among other things, by the risk profile of its assets, which include its lending portfolio. If the creditworthiness of a customer or a counterparty declines, the Group would lower their rating, which would presumably result in an increase in its RWAs, which potentially could reduce the Group's capital adequacy ratios and limit its lending or investments in other operations (please see "*— Legal, regulatory and compliance risks — Capital, liquidity and funding requirements*" below).

Interest rate risk

As a financial intermediary, the Group is exposed to the risk of disruptions in the balance between lending and borrowing conditions. Interest rate risk can be defined as the possibility of the Group incurring losses as a result of the effect of adverse movements in interest rates. Changes in interest rates may affect the net interest income of the Group (which is the difference between the interest due on the Group's interest-earning assets — 54.91% of the customer loans are floating rate loans as at 30 June 2025 (56.05% as at 31 December 2024 and 59.09% as at 31 December 2023) — and interest paid on its interest-bearing liabilities — 29.04% of the deposits are floating rate deposits as at 30 June 2025 (26.82% as at 31 December 2024 and 22.57% as at 31 December 2023) — and may also affect the current value of future cash flows of a financial structure, thus, affecting the economic value of the Group and its solvency.

The Issuer assess its economic value by discounting future cash flows. As at 30 June 2025, a 100 basis points instantaneous horizontal increase in the yield curve of interest rates would imply a decrease of EUR 223.51 million in the economic value of the Issuer (decrease of EUR 121.13 million as at 31 December 2024 and an

[10] "Real estate and developers credit exposure" is an APM, the definition, explanation, use and reconciliation of which is set out in "*Overview of Financial Information — Alternative Performance Measures*".

decrease of EUR 178.89 million as at 31 December 2023), and also as at that date, a 100 basis points instantaneous horizontal decrease in the yield curve of interest rates would imply an increase of EUR 249.28 million in the economic value of the Issuer (an increase of EUR 134.35 million as at 31 December 2024 and an increase of EUR 181.97 million as at 31 December 2023). Likewise, as at 30 June 2025, a 100 basis points instantaneous horizontal increase in the yield curve of interest rates would imply an increase of EUR 69.95 million in the net interest income of the Issuer (an increase of EUR 74.61 million as at 31 December 2024 and an increase EUR 62.51 million as at 31 December 2023), and also as at that date a 50 basis points instantaneous horizontal decrease in the yield curve of interest rates would imply a decrease of EUR 34.39 million in the net interest income of the Issuer (a decrease of EUR 38.00 million as at 31 December 2024 and of EUR 30.83 million as at 31 December 2023).

Interest rates are highly sensitive to many factors beyond the Group's control, including fiscal and monetary policies of governments and central banks and regulation of the financial sectors in the markets in which it operates, as well as domestic and international economic and political conditions and other factors.

In addition, the Group's high proportion of loans referenced to floating interest rates makes debt service on such loans more vulnerable to changes in interest rates (please see "— *Credit risk*" above). Also, any rise in interest rates could reduce the demand for credit, as well as contribute to an increase in the credit default rate.

Consequently, fluctuations in interest rates may have a material adverse effect on the Group's business, financial condition and results of operations.

Liquidity risk

Liquidity risk can be defined as the possibility of the Group incurring losses as a result of the Group's ability, under adverse conditions, to timely access funding necessary to cover the Group's obligations to customers as they become due, to meet the maturity of the Group's liabilities and to satisfy capital requirements, including the risk of unexpected increases in the cost of funding and the risk of not being able to structure the maturity dates of the Group's liabilities reasonably in line with its assets. Imbalances between the maturity of the assets of the Group and the maturity of the liabilities of the Group may result in increased funding needs for the Group. Also, instruments available to mitigate liquidity problems may be expensive, thus, impacting ultimately the Group's profitability. This may also have an impact on the Group's strategic position.

The ability of the Group to obtain or access funding could be damaged by factors that are not under the control of Kutxabank, such as general market conditions, alterations or closures in the financial markets, negative prospects of the sectors to which the Group grants a relevant number of its loans, uncertainty as to the creditworthiness of the clients of the Group or confidence in the Group. If there were a deterioration in the situation of the international capital markets or worsening in the credit ratings of the Issuer, it would likely be more difficult for the Group to obtain funding in such markets (for a description of the Issuer's credit ratings, please see "*Description of the Issuer — Credit Rating*"). Furthermore, given that the Issuer is a Spanish credit institution, a crisis in Spanish sovereign bonds could increase its financing costs (please see "— *Macroeconomic risks — Sovereign risk*" below).

The main sources of liquidity of the Group are Deposits which represent 90.64% of its total funding[11] as at 30 June 2025 (95.27% as at 31 December 2024 and 91.18% as at 31 December 2023), being the remaining sources of liquidity wholesale markets which represent 7.52% of its total funding (6.94% as at 31 December 2024 and 9.14% as at 31 December 2023).

[11] "Total funding" is an APM, the definition, explanation, use and reconciliation of which is set out in "*Overview of Financial Information – Alternative Performance Measures*".

Among the wholesale market funding instruments, as at 30 June 2025, covered bonds amounted to EUR 1,400.00 million, senior preferred debt amounted to EUR 500 million, senior non preferred debt amounted to EUR 1,000.00 million and asset-backed securities amounted to EUR 55.91 million (EUR 1,553.85 million, EUR 500 million, EUR 1,000.00 million and EUR 62.71 million, respectively, as at 31 December 2024 and EUR 1,257.48 million, EUR 500 million, EUR 1,500.00 million and EUR 77.00 million, respectively, as at 31 December 2023).

With respect to ECB funding, as at 30 June 2025, deposits with central banks amounted to EUR 0.00 million (EUR 0.00 million as at 31 December 2024 and EUR 582.64 million as at 31 December 2023) and the total amount of unencumbered assets eligible as collateral for Eurosystem credit operations amounted to EUR 15,293.84 million (EUR 16,741.26 million as at 31 December 2024 and EUR 14,912.19 million as at 31 December 2023). Additionally, the Group has an issuing capacity of covered bonds of EUR 25,418 million as at 30 June 2025 (EUR 24,714.68 million as at 31 December 2024 and EUR 25,513.06 million as at 31 December 2023). During the six-month period ended on 30 June 2025 the adjusted ECB funding[12] represented 0.00% of the total assets in average during such period (0.21% in 2024 and 4.60% in 2023).

As at 30 June 2025, the Cash Balances[13] of Kutxabank amounted to EUR 4,518.74 million (EUR 5,305.42 million as at 31 December 2024 and EUR 4,116.00 million as at 31 December 2023). As at 30 June 2025, the cumulative maturities in the following three years are EUR 1,455.91 million (EUR 1,962.72 million as at 31 December 2024 and EUR 2,780.82 million as at 31 December 2023).

As at 30 June 2025, short-term debt maturities amounted to EUR 1,912.49 million (EUR 1,603.11 million as at 31 December 2024 and EUR 1,526.98 million as at 31 December 2023), while medium and long-term debt maturities including Deposits with Central Banks amounted to EUR 1,455.91 million (EUR 1,962.72 million as at 31 December 2024 and EUR 3,420.99 million as at 31 December 2023).

As at 30 June 2025 the LtD Ratio[14] of the Group was 91.57% (90.28% as at 31 December 2024 and 94.66% as at 31 December 2023).

The liquidity risk can be exacerbated by operational factors such as an over-reliance on a particular source of funding. For example, if the Group changed its funding structure to an over-reliance on wholesale capital markets, this new structure could carry certain risks arising from, for example, adverse scenarios where the normal refinancing of capital market debt instruments was impaired (particularly taking into account that the Issuer is not a publicly-traded entity). In addition, the funding structure of the Group may also prove to be inefficient, thus giving rise to a level of funding costs where the cumulative costs are not sustainable over the longer term.

In addition, the Issuer is also subject to certain regulatory liquidity requirements (please see "*— Legal, regulatory and compliance risks — The Group is subject to substantial regulation, and regulatory and governmental oversight — Capital, liquidity and funding requirements*" for information on the regulatory requirements and position of the Issuer).

Any limitation in access to liquidity and funding may have a material adverse effect on the Group's business, financial condition and results of operations.

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[12] "Adjusted ECB funding" is an APM, the definition, explanation, use and reconciliation of which is set out in "*Overview of Financial Information — Alternative Performance Measures*".

[13] "Cash Balances" is an APM, the definition, explanation, use and reconciliation of which is set out in "*Overview of Financial Information — Alternative Performance Measures*". Cash balances is calculated as "Cash, cash balances at central banks and other demands deposits" minus "Reserve requirements" and minus "Other demand deposits".

[14] "LtD Ratio" is an APM, the definition, explanation, use and reconciliation of which is set out in "*Overview of Financial Information — Alternative Performance Measures*".

Market risk

The Group is exposed to market risk as a consequence of its trading activities in financial markets and through the asset and liability management of its overall financial position, including the Group's trading portfolio and other equity investments. Market risk can be defined as the possibility of the Group incurring losses as a result of adverse movements in market prices or rates. In the equity sector in particular, volatility may affect the value of the Group's investments in entities and, depending on their fair value and future recovery expectations, could become a permanent impairment which would be subject to write-offs against the Group's results and cause volatility in capital ratios. The performance of financial markets may cause changes in the value of the Group's investment, available for sale and trading portfolios.

As at 30 June 2025, the Group held equity listed instruments representing 2.09% of its total assets (2.29% as at 31 December 2024 and 2.17% as at 31 December 2023) and fixed income securities[15] representing 10.66% of its total assets (9.92% as at 31 December 2024 and 9.38% as at 31 December 2023). As at 30 June 2025, the exposure of the Group subject to market risk amounted to EUR 1,408.88 million measured as the fair value of the equity listed instruments held by the Kutxabank Group (to EUR 1,503.98 million as at 31 December 2024 and to EUR 1,373.37 million as at 31 December 2023) and to EUR 7,204.33 million in fixed income securities (to EUR 6,513.17 million as at 31 December 2024 and to EUR 5,642.45 million as at 31 December 2023). A standard measure to evaluate market risk is "**VaR**" (Value at Risk), which intends to show, with a predetermined confidence interval, the maximum potential loss that can arise from a portfolio or group of portfolios over a given time horizon; as at 30 June 2025, the VaR of the fixed income securities and listed variable income securities portfolio (excluding the held-to-maturity portfolio) of the Group, considering a 10-day time horizon and a confidence level of 97.50%, was EUR 121.46 million (EUR 109.96 million as at 31 December 2024 and EUR 137.04 million as at 31 December 2023).

Further, the value of certain financial instruments (such as derivatives not traded on stock exchanges or other public trading markets) are recorded at fair value, which is determined by using financial models other than publicly quoted prices that incorporates assumptions, judgements and estimations that are inherently uncertain and which may change over time or may ultimately be inaccurate. Consequently, failure to obtain correct valuations for such assets may result in unforeseen losses for the Group in the case of any asset devaluations. Moreover, monitoring impairments of this type of assets may prove difficult and future impairments may lead to losses that the Group may not anticipate. As at 30 June 2025, the exposure to derivatives subject to market risk amounted to EUR 2.26 million (to EUR 1.05 million as at 31 December 2024 and to EUR 5.15 million as at 31 December 2023).

Any of the above factors could require the Group to recognise further write-downs or impairment charges. Also, a decrease in the value of the collaterals provided by the Group may require the Group to post additional collateral. As a consequence, adverse movements in market levels and volatility may have a material adverse effect on the Group's business, financial condition and results of operations.

Market risk has also an impact on the regulatory capital requirements of the Kutxabank Group (please see "*— Legal, regulatory and compliance risks —The Group is subject to substantial regulation, and regulatory and governmental oversight —Capital, liquidity and funding requirements*" for information on the regulatory requirements and position of the Issuer). As at 30 June 2025, the capital requirements related to market risk amounted to EUR 3.82 million, representing 0.06% of the total capital requirements (EUR 2.91 million and 0.05%, respectively, as at 31 December 2024 and EUR 3.97 million and 0.07%, respectively, as at 31 December 2023).

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[15] "Fixed income securities" is an APM, the definition, explanation, use and reconciliation of which is set out in "*Overview of Financial Information — Alternative Performance Measures*".

Actuarial risk

Among its product and services mix, the Group offers a wide range of insurance products, including life and non-life insurance (please see "*Description of the Issuer — Business Overview — Kutxabank Group's Products and Services — Insurance*"), this insurance business line is subject to the actuarial risk. Actuarial risk is associated with the insurance business within the Group's existing business lines and types of insurance, where the use of models, assumptions and estimates is intensive and have impact on the product pricing policies. Actuarial risk can be defined as the possibility of the Group incurring in losses as a result of actual experience not matching the assumptions used in the referred models and estimates.

The income generated by the insurance business[16] reached EUR 70.80 million during the six month period ended 30 June 2025, that represents 7.14% of the gross margin for that period (EUR 141.70 million during the one-year period ended 31 December 2024 and EUR 140.46 million during the one-year period ended 31 December 2023, representing 7.14% and 8.09% for the respective periods).

In addition, under the Solvency II framework, the issuance undertakings of the Group are required to produce estimates that are based on assumptions and this exposes the Group to the risk of these estimates being wrong either because the assumptions were not correct or because new factors not taken into account by the Group arise (please see "*— Legal, regulatory and compliance risks — The Group is subject to substantial regulation, and regulatory and governmental oversight"* below).

If actuarial risk was not correctly monitored and managed, it could have a material adverse effect on the Group's business, financial condition and results of operations.

The Group faces increasing competition in its business lines

The markets in which the Group operates are highly competitive and this trend will likely continue with new business models expected to be developed in coming years which impact is unforeseeable. In addition, the trend towards consolidation in the banking industry has created larger and stronger banks with which the Group must now compete. This trend is currently continuing and is expected to further continue as the ECB and the Bank of Spain continue to impose measures aimed at strengthening the EU financial sector, especially regarding solvency and liquidity, which may foster consolidation of the Spanish banking sector. The restructuring undergone by the Spanish banking industry has given rise to a scenario in which the number of entities has been sharply reduced and market concentration has increased. While in 2008 the five largest banks accounted for 44% of the market, in terms of total assets, as at June 2025 their joint share was 61% (source: *Banco de España*). For example, increased competition could require that the Group increases the rates offered on deposits or lower the rates charged on loans or could decrease the income from commissions obtained by the Group.

The Group also faces competition from non-bank competitors, such as automotive finance corporations, leasing companies, factoring companies, mutual funds, pension funds, insurance companies, department stores (for some credit products), public debt and, more recently, payment platforms, and more recently new "fintech" businesses, e-commerce providers, mobile telephone companies, internet search engines and other non-bank digital providers (including large digital players such as Amazon, Google, Facebook or Apple). The Group also faces competition from shadow banking entities that operate outside the regulated banking system. The cost-structure, resources and size of the Group may be more limited than those of some of these non-bank competitors (which, for example, allows them to reach a wider number and scope of potential clients) and, thus, the reaction capacity of the Group is reduced.

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[16] "Insurance business" is an APM, the definition, explanation, use and reconciliation of which is set out in the "Glossary attached to the Director's Report" of the directors' report of the 2024 Consolidated Financial Reports, in the "Glossary attached to the Director's Report" of the directors' report of the 2023 Consolidated Financial Reports and in the "Glossary attached to the Director's Report" of the directors' report of the 2025 Consolidated First Semester Interim Financial Reports.

The non-traditional providers of banking services have an advantage over traditional providers because some of these new services or business models are not yet subject to equivalent regulation. Additionally, several of these competitors may have long operating histories, large customer bases, strong brand recognition and significant financial, marketing and other resources. They may adopt more aggressive pricing and rates and devote more resources to technology, infrastructure and marketing. Furthermore, "crowdfunding" and other social media developments in finance are expected to become more popular as technology further continues to connect society. In addition, large technology companies already have millions of active users and they manage and benefit from massive amounts of data, which gives them a competitive advantage.

Certain regulatory changes, such as the Second Payment Services Directive, also favour the entry of new competitors (essentially big tech and fintech) and entail a certain risk of platformisation of the banking sector in the long term by increasing transparency and facilitating access to information and collection and payment operations.

The degree of digitalisation of the Group's customers (66.7% of the Group's customers were digital customers as at 30 June 2025 (65.8% at the end of 2024 and 63.2% at the end of 2023) make Kutxabank consider the competition from digital providers as particularly sensitive in light of the strong brand recognition and significant financial, marketing and other resources which some of such providers have.

If the Group is unable to successfully compete with current and new competitors, or if it is unable to anticipate and adapt its offerings to changing banking industry trends and customer behaviour, including technological changes (e.g., use of internet and mobile banking platforms), its business may be adversely affected. On the other hand, competition may require taking positions contrary to the Group's past investments in, for example, bank premises, equipment or personnel (e.g., requiring certain branches to be closed or sold and its work force to be restructured).

If the Group's customer service levels were perceived by the market to be materially below those of its competitors, the Group could lose existing and potential business; and if the Group is not successful in retaining and strengthening customer relationships, the Group may lose market share, incur losses on some or all of its activities or fail to attract new deposits or retain existing deposits, which could have a material adverse effect on the Group's business, financial condition and results of operations.

Macroeconomic risks

Unfavourable global economic conditions due to various factors or any deterioration in the European or Spanish financial system may negatively affect the Group

The Group conducts 100% of its business in Spain and, as at 30 June 2025, the Group held Spanish debt (mainly sovereign) representing 8.06% of its total assets (7.74% as at 31 December 2024 and 6.94% as at 31 December 2023). In particular, it has a remarkable footprint in the region of the Basque Country, the gross income obtained by the retail commercial network in the Basque Country for the year ended 31 December 2024 represented 53.8% of the Group's gross income (please see "*Description of the Issuer — Business Overview — Kutxabank Group's Products and Services" and* "*Description of the Issuer — Business Overview — Branches and Distribution Channels*"). Consequently, the income generated by the products sold and by the services rendered by the Group depends on the economic conditions in Spain and especially in the Basque Country region. In addition, since the main market for Spanish goods and services exports is the Eurozone, the Spanish economy is particularly sensitive to economic conditions in the Eurozone.

The European and the Spanish economies could be negatively affected by geopolitical conflicts such as the military conflicts in Ukraine and the Middle East and the current U.S. presidential administration's foreign policies and imposition of tariffs on imports from a number of countries, including many of its traditional trading partners, which may significantly reshape international trade relations, weaken global economic growth,

and discourage investment and could lead to substantial volatility in global financial and commodity markets, as well as further disruptions in supply chains, increases in energy, oil and gas prices (particularly if supplies to Europe are interrupted), imposition of sanctions, travel and import/export restrictions, heightened inflationary pressures and exacerbated supply chain disruptions, particularly to those businesses most sensitive to rising energy prices.

Due to the tightening of monetary policy conducted by the ECB in recent years through a progressive increase in interest rate levels, the inflation rate in Spain decreased steadily since the end of 2023, but has increased again lately reaching 3.2% in November 2025 (*source: Eurostat*) and is still expected to remain around current levels, with average inflation projected to reach 2.5% at the end of 2025, and 1.7% and 2.4% at the end of 2026 and 2027, respectively (*source: Informe trimestral y proyecciones macroeconómicas de la economía española, September 2025*). Despite the latest increases of the inflation rate in Spain, inflation rates across the European Union have decreased from 2.5% in October 2025 to 2.4% in November 2025 (*source: Eurostat*).

The current interest rates and inflation levels could still negatively affect the purchasing power and creditworthiness of the Group's borrowers and other counterparties, which may, in turn, affect their ability to honour their commitments to the Group. Whilst increases in interest rates have had a positive effect on the Group's net income for transactions with customers[17] in past years, future high interest rates could discourage customers from borrowing and potentially could lead to increased delinquencies in outstanding loans and deterioration in the quality of the Group's assets.

Recent and on-going military conflicts, trade tariffs, inflation and other factors mentioned above have adversely impacted the macroeconomic scenario in the past (the growth of the Spanish GDP has slowed from 6.4% in 2021 to 2.6% in 2025, and it is forecasted to slow further to 1.8% in 2026 and to 1.7% in 2027 (source: *Economic Forecast for Spain, European Commission, September 2025*)) and may continue to do so in the future, which could further exacerbate the current slowdown in the global economy and, in turn, have a negative effect on the Group's business, financial condition, results of operations and prospects.

Some of the consequences of a potential new economic downturn could be: (i) reduced demand for the Group's products and services; (ii) increased regulation of the Group's industry (please see: "*— Legal, regulatory and compliance risks — The Group is subject to substantial regulation, and regulatory and governmental oversight"* below); (iii) inability of the Group's borrowers to timely or fully comply with their existing obligations (please see "*— Business and financial risks — Credit risk*" above); (iv) the accuracy of the Group's estimates of potential losses inherent to its credit exposure, which may, in turn, impact the reliability of the process and the sufficiency of the Group's loan loss allowances; (v) the value and liquidity of the portfolio of investment securities that the Group holds; or (vi) decrease in the value of the collateral posted by the Group (see "*— Market risk*" above).

In the same vein, any decline in Spain's credit ratings could adversely affect the value of certain securities held by the Group. The exposure of the Group to sovereign risk[18] as at 30 June 2025 amounted to EUR 6,469.25 million, representing 9.50% of the total assets of the group, where Spanish government bonds represented the 84.93% of that exposure (EUR 5,701.95 million, 8.61% and 89.85%, respectively, as at 31 December 2024, and EUR 5,249.52 million, 8.24% and 84.24%, respectively, as at 31 December 2023). It could also adversely impact the extent to which the Group can use Spanish government bonds it holds as collateral for ECB refinancing and, indirectly, for refinancing with other securities, should it choose to do so. In addition, since the Group is a Spanish financial group with a nationwide footprint and almost all of the Group's gross operating

[17] "Ner income for transactions with customers" is an APM, the definition, explanation, use and reconciliation of which is set out in "*Overview of Financial Information — Alternative Performance Measures*".

[18] "Sovereign risk exposure" is an APM, the definition, explanation, use and reconciliation of which is set out in "*Overview of Financial Information — Alternative Performance Measures*".

income derived from Spain, any decline in Spain's credit ratings could also adversely affect the Group's ability to access liquidity and its ability to raise capital and meet minimum regulatory capital requirements (please see "*— Business and financial risks — Liquidity risk*" and "*Capital, Liquidity and Funding Requirements and Loss Absorbing Powers — Capital requirements*" below). Furthermore, any downgrades of Spain's ratings may increase the risk of a downgrade of the Issuer's credit ratings by the rating agencies (for a description of the Issuer's credit ratings, please see "*Description of the Issuer — Credit Rating*").

In the event that the above external and internal risks materialised and had an adverse impact on the economic prospects of Spain or the EU, this could have a material adverse effect on the Group's business, financial condition and results of operations.

Internal operation risks

Operational risks

Operational risks can be defined as the possibility of the Group incurring in losses arising from inadequate or failed internal process (such as financial internal reporting, risk management or compliance processes), processing errors, system failures, low productivity, inadequate qualifications of staff, cyber-attacks, fraud or criminal acts carried out by the Group employees or against the Group, deficient customer service, as well as from external events (such as breakdown in communications or the electrical supply or external system failures (such as administrative or accounting mistakes or errors in the computer or communication systems)). The Group also faces the risk that the design of its controls and procedures prove to be inadequate or are circumvented. The implementation of a prior risk assessment is not a sufficient guarantee of an accurate estimate of the costs deriving from such errors.

The Group conducts a significant part of its business in a digital environment, which involves the use, processing, and transmission of electronic data through information systems, communication networks, and the Internet. This increases the Group's exposure to cyber risks, including potential damage caused by cyberattacks, data breaches, fraud, and the misuse of or unauthorised access to confidential information. Cyber threats have become more dangerous due to the increasing use of artificial intelligence, including generative artificial intelligence, which enables attackers to automate and scale up cyberattacks, including the development of new variants of ransomware aimed at stealing sensitive commercial or personal data for extortion purposes. Moreover, the growing reliance on cloud computing and remote access technologies has increased the risk of cyberattacks, heightening the risk of unauthorised access and service disruption.

These types of risks are especially relevant in the banking business because it depends on the ability to process a large number of transactions efficiently and accurately on a daily basis and on the reliable use of information technology, computing services, artificial intelligence systems, e-mails, software and network services, on the safe access to the processing, storage and transmission of information (including confidential information) through computers and networks, and on the maintenance of precise documentation, record-keeping and archiving. Given the large number of transactions carried out, mistakes derived from the above referred factors could be made repeatedly and be accumulated before they are discovered and remedied.

As at 30 June 2025, the capital requirements associated to the operational risk of the Group amounted to EUR 274.67 million (EUR 258.37 million as at 31 December 2024 and EUR 215.65 million as at 31 December 2023), representing 4.61% of the total capital (4.71% as at 31 December 2024 and 3.97% as at 31 December 2023).

As at 31 December 2024, the investments in technology of the Group amounted to EUR 200 million (EUR 83.6 million as at 31 December 2023).

Any weakness in the internal processes or system or any other of the above factors could adversely affect the Group results or the reporting of such results, and also affect the ability of the Group to deliver appropriate

customer services. Also, losses incurred by the Group's customers as a result of any security breaches, errors, omissions, malfunctions, system failures or disaster could subject it to claims from clients for recovery of such losses. The Group could also be subject to penalties and disciplinary sanctions as a consequence of the above (for example in the event of any delay or omission by it in the processing and registration of transactions or any breach in internal control).

All of the foregoing could cause financial damages and/or damage to the image of the Group, which in turn might have a material adverse effect on the Group's business, financial condition and results of operations.

Legal, regulatory and compliance risks

The Group is subject to substantial regulation, and regulatory and governmental oversight

The Group's operations are subject to ongoing regulation and associated regulatory risks, including the effects of changes in laws, regulations, policies and interpretations, in Spain and the EU. This is particularly the case in the current market environment, which is witnessing increased levels of government and regulatory intervention in the banking sector which is expected to continue for the foreseeable future. This creates significant uncertainty for the Bank and the financial industry in general.

The regulations which most significantly affect the Group, or which could most significantly affect the Group in the future, include regulations relating to capital, liquidity and funding requirements (please see "*— Capital, liquidity and funding requirements below*" and section "*Capital, Liquidity and Funding Requirements and Loss Absorbing Powers – Capital requirements*" below). It is also particularly noteworthy how regulation has also increased in terms of customer and investor protection and digital and technological matters, including: (i) the Directive on credit agreements for consumers relating to residential immovable property; (ii) the Basic Payment Accounts Directive; (iii) the Second Payment Services Directive; (iv) the General Data Protection Regulation; (v) the Markets in Financial Instruments Directive; (vi) the Insurance Distribution Directive; (vii) the Benchmarks Regulation; and, in connection with insurance business, (viii) the Solvency II framework.

Additionally, given the Group's significant digital operations and increasing use of artificial intelligence, it is also subject to Regulation (EU) 2024/1689 of 13 June 2024 laying down harmonised rules on artificial intelligence and amending Regulations (EC) No 300/2008, (EU) No 167/2013, (EU) No 168/2013, (EU) 2018/858, (EU) 2018/1139 and (EU) 2019/2144 and Directives 2014/90/EU, (EU) 2016/797 and (EU) 2020/1828 (the "**AI Act**"). The AI Act entered into force on 1 August 2024 and will apply progressively from 2025, becoming fully applicable in August 2027. This regulation aims to ensure that artificial intelligence systems used in the EU are safe, transparent, traceable, non-discriminatory and environmentally friendly by establishing obligations for providers and deployers based on the level of risk associated with the artificial intelligence systems.

Other rules and regulations that significantly affect the Group are those related to money laundering, corruption and the financing of terrorism which have become increasingly complex and detailed and have become the subject of enhanced government supervision. There are several situations in the day-to -day banking business where these rules become applicable (for example, as part of its business, the Group executes transfers of funds that are exposed to be a tool for money laundering (which, in addition, could be more difficult to track with the eruption of new technologies such as cryptocurrencies or blockchain)) and, consequently, the Bank requires improved systems and sophisticated monitoring and compliance personnel.

On 21 December 2024, the Spanish Official Gazette (*Boletín Oficial del Estado*) published the Law 7/2024, of 20 December 2024, pursuant to which its ninth final provision contemplates the creation of a new tax on the net interest income and commissions of certain credit institutions in Spain, including Kutxabank, effective for tax periods beginning on or after 1 January 2024. This new tax on credit institutions substitutes the temporary

levy on credit institutions provided for in Law 38/2022, of 27 December 2022, which is void as from 1 January 2024.

The taxable base of this tax would be the positive balance of net interest income, and the net commissions derived from the activity carried out in Spain (excluding those attributable to branches located abroad), reduced by EUR 100 million. The net taxable base cannot be negative, and the applicable tax rate varies between 1% and 7%. Please note that this new tax would not be deductible for corporate income tax nor non-resident income tax purposes. This new tax will be applicable during the first three consecutive tax periods starting on or after 1 January 2024.

Any required changes to the Group's business operations resulting from the legislation and regulations applicable to such business and/or the creation of new taxes and levies could result in significant loss of revenue, prevent the Group from meeting its financial targets, limit the Group's ability to pursue business opportunities in which the Group might otherwise consider engaging, affect the value of assets that the Group holds, require the Group to increase its prices and therefore reduce demand for its products, impose additional costs on the Group or otherwise adversely affect the Group's businesses. Any of the foregoing may have a material adverse effect on the Group's business, financial condition and results of operations.

As an example of how regulations and their application by regulators impact the Group, the regulators of the Group, as part of their supervisory function, periodically review the Group's allowances for loan losses. Those regulators may require the Group, if and as the case may be, to increase such allowances, to recognise further losses or to increase the regulatory risk-weighting of assets, or may increase its combined buffer requirement or increase its "Pillar 2" capital requirements ("**P2R**"). Any such measures, as required by these regulatory agencies, whose views may differ from those of the management of the Group, could have an adverse effect on its earnings and financial condition and, as the case may be, on the Common Equity Tier 1 ("**CET1**") ratios.

Capital, liquidity and funding requirements

On 30 October 2025, Kutxabank published an other relevant information (*otra información relevante*) announcement stating that the ECB had communicated the results of the SREP process and capital requirements applicable to the Kutxabank Group from 1 January 2026 onwards. According to this decision, the Group has been assigned a P2R of 1.20% of RWAs, with no variation with respect to the previous requirement in place until the date of application of the new requirement.

Consequently, the Group shall maintain a CET1 ratio of 8.175% of RWAs and Total Capital ratio of 12.20% of RWAs at consolidated level as detailed below:

Category	**CET1 ratio (%)**	**Total Capital ratio (%)**
Pillar 1	4.50	8.00
Pillar 2 (P2R)	0.675	1.20
Conservation buffer	2.50	2.50
Other buffers[1]	0.50	0.50
TOTAL REQUIREMENTS	**8.175**	**12.20**

(1) Applicable until 1 October 2026, from such date a 1% countercyclical capital buffer to credit exposures in Spain will apply.

The table below sets out the Group's consolidated capital position as at 30 June 2025, 31 December 2024 and 2023:

	30 June 2025		31 December			
			2024		2023	
	Phased-in	Fully loaded	Phased-in	Fully loaded	Phased-in	Fully loaded
CET1 ratio (%)	19.68	17.46	17.46	17.40	18.04	17.91
Tier 1 ratio (%)	19.68	17.46	17.46	17.40	18.04	17.91
Total Capital ratio (%)	19.68	17.46	17.46	17.40	18.04	17.91

On 17 December 2025, Kutxabank published an other relevant information (*otra información relevante*) announcement stating that it had received the formal communication from the Bank of Spain regarding its MREL requirement established by the Single Resolution Board (the "**SRB**"). From the date of receipt of such communication, the Group must maintain an amount of own funds and eligible liabilities at consolidated level of at least 17.27% of its Total Risk Exposure Amount ("**TREA**") and of 5.22% of its Leverage Ratio Exposure ("**LRE**"). These requirements are aligned with the funding plan managed by the Group, which at the end of September 2024 already presents levels above the required thresholds. As at 30 June 2025, the Group's phased-in MREL represented 22.14% of the TREA and a 9.34% of the LRE (without excluding the capital allocated to cover the "combined buffer requirement"). In addition, a binding 3% Tier 1 Leverage Ratio ("**LR**") requirement has been added to the own funds requirements and which institutions must meet in addition to their risk-based requirements. As at 30 June 2025, Kutxabank's phased-in LR was 8.3% and its fully-loaded LR was 8.3% (8.02% and 8.00%, respectively, as at 31 December 2024 and 8.32% and 8.27%, respectively, as at 31 December 2023).

Finally, Kutxabank is also required to comply with certain liquidity requirements: the Group must comply with 100% of the applicable Liquidity Coverage Ratio ("**LCR**") and the EU Banking Reforms (as this term is defined in "*Capital, Liquidity and Funding Requirements and Loss Absorbing Powers – Capital requirements*") contained the implementation of the net stable funding ratio ("**NSFR**"). As at 30 June 2025, the LCR of the Group was 169.36% (189.69% on average during the 12-months period ended on 30 June 2025), 205.51% as at 31 December 2024 and 172.34% as at 31 December 2023. As at 30 June 2025, NSFR of the Group was 141.47% (144.20% on average during the 12-months period ended on 30 June 2025), and 145.33% as at 31 December 2024 and 141.22% as at 31 December 2023.

Please see "*Capital, Liquidity and Funding Requirements and Loss Absorbing Powers – Capital requirements*" for a more detailed description and explanation of these capital, liquidity and funding requirements.

There can be no assurance that the application of the existing regulatory requirements, standards or recommendations will not require the Bank or the Group to issue additional securities that qualify as regulatory capital or eligible liabilities (this requirement to issue additional securities may, in addition, impair the ability of the Bank or the Group to manage their funding and capital resources in the most efficient way), to liquidate assets, to curtail business, to maintain a greater proportion of its assets in highly-liquid but lower-yielding financial instruments or to take any other actions, any of which may have a material adverse effect on the Group's business, financial condition and results of operations. Moreover, it should not be disregarded that new and more demanding additional regulatory requirements, standards or recommendations may be applied in the future. Failure by the Bank or the Group to comply with regulatory requirements could result in the imposition of administrative actions or sanctions, such as further P2Rs or the adoption of any early intervention or, ultimately, resolution measures.

The Group is exposed to risk of loss from legal and regulatory claims

The members of the Kutxabank Group are, and in the future may be, involved in various claims, disputes, legal proceedings and governmental investigations. The outcome of these claims, disputes, legal proceedings and governmental investigations is inherently difficult to predict, particularly where the claimants seek very large or indeterminate damages, or where the cases present novel legal theories, involve a large number of parties or are in the early stages of discovery, and, therefore, the Issuer cannot state with confidence what the eventual outcome of these pending matters will be or what the eventual loss, fines or penalties related to each pending matter may be or if the reserves accounted will be sufficient.

These claims and proceedings may expose the Group to monetary damages, direct or indirect costs or financial loss, civil and criminal penalties, loss of licenses or authorisations, or loss of reputation, as well as the potential regulatory restrictions on the Group's businesses. In addition, the Group may incur in significant expenses in connection with its claims, disputes, legal proceedings or governmental investigations, regardless their ultimate outcome, and may divert management's time and attention. All of the above may have a material adverse effect on the Group's business, financial condition and results of operations.

Although the legal and arbitration proceedings of the Kutxabank Group relevant for the purposes of this Risk Factor are briefly summarised below, please see "*Description of the Issuer – Legal and arbitration proceedings*" for a description of the main legal proceedings of the Kutxabank Group.

IRPH potential litigation

Various court proceedings and claims have been brought against the Group for the use of the Mortgage Loan Reference Index (IRPH) as the basis for determining the interest applicable to certain consumer mortgage loans. As at 30 June 2025, the Group had outstanding consumer mortgage loans linked to the IRPH, payment of which was up to date, amounting to approximately EUR 394.09 million, 1.22% of the outstanding balance of mortgage loans (EUR 433.40 million and 1.37%, respectively, as at 31 December 2024 and EUR 383.63 million and 1.23%, respectively, as at 31 December 2023).

The legal issue relates to the transparency control based on article 4.2 of Council Directive 93/13/EEC of 5 April 1993 in cases where the borrower is a consumer. Since the IRPH is the price of the agreement and is within the main purpose of the agreement, it must be drafted clearly and in an easily comprehensible language so that consumers can assess, based on clear and understandable criteria, the economic implications of the agreement for them.

Kutxabank considers that the risk of a change in the case law set out in the recent rulings issued by the Spanish Supreme Court and the CJEU (see *Legal and Arbitration Proceedings – IRPH Potential Litigation*) is remote and, accordingly, Kutxabank has not recognised any provision in connection with such claims.

Mortgage loan arrangement expenses

Traditionally in the Spanish market mortgage loans agreements provided that borrowers were responsible for payment of mortgage origination fees, but that type of clauses were challenged by several consumer associations. The Spanish Supreme Court judgments of 23 January 2019, 26 October 2020 and 27 January 2021 declared null and void the clause attributing all the expenses and taxes to the borrower as follows:

- Notary's fees: the costs of executing the loan master deed and any amendments thereto must be shared equally.
- The costs of the cancellation deed must be assumed by the borrower, and those of the copies of the various deeds by the party that requested them.
- Registration fee: payable by the lender.

- Stamp tax (*Impuesto sobre Transmisiones Patrimoniales y Actos Jurídicos Documentados* or "**AJD**"): the court confirmed that the party liable for this tax (before entry into force of Royal Decree-Law 17/2018) is the borrower.
- Administrative services company expenses: assumed entirely by the lender.
- Appraisal expenses: correspond entirely to the lender until Law 5/2019, of 15 March, on Real Estate Credit Contracts (the "**Real Estate Credit Contract Law**") came into force, so as at the date of this Base Prospectus it corresponds entirely to the borrower.
- Lastly, the Spanish Supreme Court requested the CJEU to issue a preliminary ruling on the prescription of the reimburse action of the expenses paid up by the borrowers. On 25 January 2024, the CJEU issued a ruling regarding the prescription of the reimburse action of the expenses paid up by the borrowers. This ruling did not specify the exact commencement date for the limitation period of the reimbursement action, leaving it to national courts to decide. On 14 June 2024, the Spanish Supreme Court issued a final ruling stating that the commencement date for the limitation period of the reimbursement action is triggered when the ruling declaring the nullity of each consumer's clause becomes unappealable.

Taking these judgments into account, the potential effect of the CJEU's position on the prescription of the reimburse action and the entry into force of the Real Estate Credit Contract Law the Group estimated the amounts it expects to have to pay as a result of current and envisaged claims and recognised a provision of EUR 116.60 million at 30 June 2025 (EUR 135.57 million at 31 December 2024 and EUR 43.74 million at 31 December 2023). The evolution in recognised provisions during the year 2024 compared to the year 2023 mainly reflects the payments made to settle claims as well as an additional provision to respond to the increase in claims received.

Floor clauses

In 2013 the Spanish Supreme Court ruled that interest rate floor clauses of certain Spanish banks were null and void because the clauses had not been transparently comercialised. The Supreme Court considered that its 2013 ruling could not be retroactive and, thus, that the invalidity of these clauses should only have effects from 9 May 2013 onwards. However, in December 2016, the CJEU declared that the time limit for the invalidity effects of floor clauses included in mortgage loans in Spain was incompatible with Council Directive 93/13/EEC, of 5 April 1993, on unfair terms in consumer contracts, insofar as such time limit involves incomplete and insufficient consumer protection and it upheld full retroactive reimbursement in relation to floor clauses.

The amount provisioned in relation to this contingency as at 30 June 2025 amounted to EUR 30.37 million (to EUR 33.96 million as at 31 December 2024 and EUR 17.25 million as at 31 December 2023).

RISKS RELATING TO THE SECURITIES

Risks related to the Securities generally

The Securities may be redeemed at the option of the Issuer

If so specified in the Final Terms, the Securities may be redeemed prior their Maturity Date on certain dates or periods or if certain events occur.

Any optional redemption feature is likely to limit the market value of the relevant Securities. During any period when the Issuer may elect to redeem the Securities, or during which there is an actual or perceived increased likelihood that the Issuer may elect to redeem the Securities, the market value of those Securities generally will not rise substantially above the price at which they can be redeemed. This also may be true prior to any redemption period if the market believes that the relevant Securities become eligible for redemption in the near term.

The Issuer may choose to redeem the Securities at times when its borrowing costs are lower than the interest rate on the Securities. In any such circumstances an investor may not be able to reinvest the redemption proceeds at an effective interest rate as high as that of the Securities and may only be able to do so at a significantly lower rate.

The optional redemption features that may be embedded in the terms and conditions of the Securities include:

- Redemption of Notes due to a Tax Event pursuant to Condition 10(c) (*Redemption due to a Tax Event*) of the Terms and Conditions of the Notes.
- Redemption of Tier 2 Subordinated Notes due to a Capital Event pursuant to Condition 10(d) (*Redemption due to a Capital Event*) of the Terms and Conditions of the Notes.
- Redemption of Notes due to a MREL Disqualification Event pursuant to Condition 10(e) (*Redemption due to a MREL Disqualification Event*) of the Terms and Conditions of the Notes.
- Redemption of the Securities at the option of the Issuer on any date so specified in the relevant Final Terms and/or any date falling in the Optional Redemption Period (call) specified in the relevant Final Terms, pursuant to Condition 10(f) (*Redemption at the option of the Issuer*) of the Terms and Conditions of the Notes and Condition 9(b) (*Redemption at the option of the Issuer*) of the Terms and Conditions of the Covered Bonds.
- Redemption of the Securities if, at any time, the Outstanding Principal Amount of the Securities is equal or less of the Residual Percentage specified in the relevant Final Terms of the aggregate nominal amount of the relevant Securities originally issued, pursuant to Condition 10(h) (*Issuer Residual Call*) of the Terms and Conditions of the Notes and Condition 9(d) (*Issuer Residual Call*) of the Terms and Conditions of the Covered Bonds.

Any redemption of Subordinated Notes, Senior Non-Preferred Notes and Ordinary Senior Notes eligible to comply with MREL Requirements, shall only be made if permitted by the Applicable Banking Regulations and in accordance with Applicable Banking Regulations (including, without limitation, in accordance with Articles 77, 78 and 78a of the CRR, where applicable) in force at the relevant time and will be subject to the prior permission of the Competent Authority and/or the Relevant Resolution Authority, if and as applicable (if such permission is required).

In relation to the above, pursuant to article 78a CRR, and with respect to Notes qualifying as Eligible Liabilities, the Relevant Resolution Authority shall grant permission for an institution to call, redeem, repay or repurchase eligible liabilities instruments where one of the following conditions is met:

(i) before or at the same time as any of such actions, the institution replaces the eligible liabilities instruments with own funds or eligible liabilities instruments of equal or higher quality at terms that are sustainable for the income capacity of the institution;

(ii) the institution has demonstrated to the satisfaction of the Relevant Resolution Authority that the own funds and eligible liabilities of the institution would, following any of such actions, exceed the requirements for own funds and eligible liabilities laid down in the CRR, the CRD IV Directive and the BRRD by a margin that the Relevant Resolution Authority, in agreement with the Competent Authority, considers necessary;

(iii) the institution has demonstrated to the satisfaction of the Relevant Resolution Authority that the partial or full replacement of the eligible liabilities with own funds instruments is necessary to ensure compliance with the own funds requirements laid down in the CRR and in CRD IV Directive for continuing authorisation.

If, in relation to Tier 2 Subordinated Notes only, a Capital Event is specified as applicable in the relevant Notes Final Terms and has occurred and is continuing or a Tax Event has occurred and is continuing, the Issuer may redeem the relevant Tier 2 Subordinated Notes during the five years following the issue date of such Tier 2 Subordinated Notes only if:

(iv) either of the conditions set forth in article 78 of the CRR are met; and

(v) in the case of the occurrence of a Capital Event, (i) the Competent Authority considers such a change to be sufficiently certain; and (ii) the institution demonstrates to the satisfaction of the Competent Authority that the regulatory reclassification of those instruments was not reasonably foreseeable at the time of their issuance; or

(vi) in the case of the occurrence of a Tax Event, the institution demonstrates to the satisfaction of the Competent Authority that the change is material and was not reasonably foreseeable at the time of their issuance.

Any decision by the Issuer as to whether it will exercise its option to redeem the Securities will be made at the absolute discretion of the Issuer taking into account factors such as, but not limited to, the economic impact of exercising such option to redeem the Securities, any tax consequences, the regulatory requirements and the prevailing market conditions.

Holders of the Securities should also be aware that they may be required to bear the financial risks of an investment in the Securities until maturity.

Securities issued as "Green Notes" or as "Green Covered Bonds", as described in "Use of Proceeds", may not meet investor expectations or be suitable for an investor's investment criteria

If the relevant Final Terms relating to any specific Tranche of Securities specify that the Securities to be issued are "Green Notes" or "Green Covered Bonds" (together, "**Green Securities**"), the Issuer intends to apply/allocate an amount equal to the net proceeds of the issue of those Securities to finance and/or refinance, in part or in full, new and/or existing loans, investments or projects that meet the eligibility criteria ("**Eligible Projects**") outlined in the green bond framework published on the website of the Issuer at https://www.kutxabank.com/cs/Satellite/kutxabank/en/investor_relations/fixed_income/sustainable-financing (the "**Green Bond Framework**"), and as amended, supplemented, restated or otherwise updated on such website from time to time, and for the Securities to be labelled as "Green Notes" or "Green Covered Bonds".

Prospective investors should have regard to the information set out in the Green Bond Framework and the "*Use of Proceeds*" section regarding such use of proceeds and must determine for themselves the relevance of such information for the purpose of any investment in the Green Securities, together with any other investigation such investor deems necessary.

In particular, no assurance is given by the Issuer that the use of such proceeds for any project will satisfy, whether in part or in full, 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, whether by any present or future applicable law or regulations (including Regulation (EU) 2020/852 on the establishment of a framework to facilitate sustainable investment (the so called "**EU Taxonomy**"), the EU Taxonomy Climate Delegated Act adopted by the EU Commission on 21 April 2021 (jointly, the "**EU Taxonomy Regulation**"), the European Green Bond Regulation, or Regulation (EU) 2020/852 as it forms part of domestic law in the UK by virtue of the EUWA, or any further regulations or standards that may be approved or created or by its own by-laws or governing rules or investment portfolio mandates, in particular with regard to any direct or indirect environmental or sustainability impact of any project or uses, the subject of or related to, the Green Bond Framework.

Moreover, the Green Bond Framework may be subject to review and change and maybe amended, updated, supplemented, replaced and/or withdrawn from time to time and any subsequent version(s) may differ from any description given in this Base Prospectus.

Each prospective investor should have regard to the factors described in the Green Bond Framework and the relevant information contained in this Base Prospectus and seek advice from their independent financial adviser or other professional adviser regarding its purchase of the Green Securities before deciding to invest.

The European Green Bond Regulation, which entered into force on 20 December 2023 and has applied since 21 December 2024, introduces: (i) a voluntary label (the "**European Green Bond Standard**") for issuers of green use of proceeds bonds where the proceeds will be invested in economic activities aligned with the EU Taxonomy; (ii) optional disclosure templates for bonds marketed as environmentally sustainable and for sustainability-linked bonds; and (iii) establishes a system to register and supervise external reviewers of green bonds aligned with the European Green Bond Standard. Any Green Securities issued under this Base Prospectus will not be aligned with such European Green Bond Standard and are intended to comply with the criteria and processes set out in the Green Bond Framework only. Further, the Issuer will not make use of the optional disclosure templates provided for in Articles 20 and 21 of the European Green Bond Regulation for any Green Securities issued under this Base Prospectus.

It is not clear at this stage the impact which the European Green Bond Regulation may have on investor demand for, and pricing of, green use of proceeds bonds (such as the Green Securities) that do not meet such standard or do not elect to use the optional disclosure templates. It could reduce demand and liquidity for the Green Securities and their price. Whilst the European Green Bond Regulation provides a supervisory regime for external reviewers of green bonds aligned with the European Green Bond Standard, any report, assessment, opinion or certification of any third party (whether or not solicited by the Bank or any affiliate) made available in connection with an issue of Green Securities will not be subject to regulatory oversight.

The Issuer commissioned Sustainalytics to conduct an external review of the Green Bond Framework, which has issued a second party opinion available for viewing on the Issuer's website (the "**Second Party Opinion**").

No representation or assurance is given by the Issuer as to the suitability or reliability of the Second Party Opinion or any other opinion, certification or report of any third party (whether or not solicited by the Issuer or any affiliate). The Second Party Opinion is not a recommendation by the Issuer or any other person to buy, sell or hold any Securities and is current only as at the date it was issued. Prospective investors must determine for themselves the relevance of any such opinion and/or the information contained therein.

While it is the intention of the Issuer to apply/allocate an amount equivalent to the net proceeds of any Green Securities and obtain and publish the relevant opinions and certifications, in, or substantially in, the manner described in the Green Bond Framework and the "*Use of Proceeds*" section, there can be no assurance that the relevant Eligible Projects will be capable of being implemented in or substantially in the manner anticipated or that such Eligible Projects will be completed within any specified period or at all due to reasons not attributable to the Bank and that, accordingly, such net proceeds will be totally or partially disbursed for such Eligible Projects or that the Issuer can obtain and publish the relevant opinions and certifications. Nor can there be any assurance that the maturity of Eligible Green Projects will match the minimum duration of any such Green Securities or will have the expected results or outcome as originally expected or anticipated by the Issuer. Any such event or failure by the Issuer will not (i) constitute an Event of Default or breach of contract under the relevant Green Securities, (ii) give rise to any other claim or right (including, for the avoidance of doubt, any right to accelerate the Green Securities) of a Holder of such Green Securities, or (iii) lead to an obligation of the Issuer to redeem such Green Securities or be a relevant factor for the Issuer in determining whether or not to exercise any optional redemption rights in respect of any Green Securities, or (iv) affect the regulatory treatment of any such Green Notes as Tier 2 Capital or MREL-Eligible Instruments, as applicable.

The Green Securities will be 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, regardless of their "green" denomination. For the avoidance of doubt, payments of principal and interest (as the case may be) on the Green Securities shall not depend on the performance of the relevant loan, investment or project or on compliance with general "green" targets at Issuer level, nor have any preferred right against such assets. No segregation of assets and liabilities regarding the Green Securities or Eligible Projects will occur at any time.

In the event of Green Securities including a right for the Issuer or the Noteholders to redeem early, the availability of financing for the relevant Eligible Projects will be managed by the Issuer through refinancings and the issue of new instruments under its Green Bond Framework

Likewise, Green Notes, as any other notes, will be fully subject to the application of CRR eligibility criteria and BRRD requirements for own funds and eligible liabilities instruments and, as such, proceeds from Green Notes qualifying as own funds or eligible liabilities should cover all losses in the balance sheet of the Issuer regardless of their "green" denomination and regardless of whether the losses stem from "green" assets. There will be no arrangement that will enhance the performance of the Green Notes. Additionally, their labelling as Green Notes (i) will not affect the case of regulatory treatment of such Notes as Tier 2 Capital or MREL-Eligible Instruments; and (ii) will not have any impact on their status as indicated in Condition 4 of the Terms and Conditions of the Notes.

Furthermore, Green Notes and, in certain circumstances, Green Covered Bonds (see "— *The Notes may be subject to the exercise of the Spanish Bail-in Power and/or of the Non Viability Loss Absorption by the Relevant Resolution authority and, in general, to the powers that may be exercised by the Relevant Resolution Authority under Law 11/2015 and the SRM Regulation")* may be subject to the application of the Spanish Bail-in Power and, in the case of Tier 2 Subordinated Notes, the Non-Viability Loss Absorption, to the same extent and with the same ranking as any other *pari passu* Securities which is not a Green Security.

A failure by Green Securities to meet investor expectations or requirements as to their "green" characteristics, including the failure to implement the relevant Eligible Projects, the failure to provide, or the withdrawal of, a third party opinion, certification or report or the Green Securities ceasing to be listed or admitted to trading on any dedicated stock exchange or securities market as aforesaid, may have a material adverse effect on the value of the Green Securities and/or may have consequences for certain investors with portfolio mandates to invest in green assets (which consequences may include the need to sell the relevant Green Securities as a result of the Green Securities not falling within the investor's investment criteria or mandate).

Future inflation and interest rates may have an impact on the price and yield of the Securities

The Securities (specially Fixed Rate Notes and Fixed Rate Covered Bonds) are affected by the expectations in inflation and the monetary policy. The value of the Securities (specially Fixed Rate Notes and Fixed Rate Covered Bonds) will be adversely affected if inflation and/or market interest rates subsequently increase above the rate paid on the Securities and the yield of the Securities (specially Fixed Rate Notes and Fixed Rate Covered Bonds) could drop below other available fixed-income investments. In addition, if market interest rates increase above the rate paid on the Securities (or even, if there are expectations of increases in inflation levels), investors will demand higher yields on their fixed income investments such as the Securities and, in turn, this will lead to declines in the market prices of the Securities already issued, which could result in losses to investors who sell their Securities prior to maturity.

Investors should be aware that inflation and/or movements of the interest rate can adversely affect the yield and price of the Securities and can lead to losses for the Holders if they sell the Securities.

Certain benchmark rates, including EURIBOR, may be discontinued or reformed in the future while the market continues to develop in relation to risk-free rates (including overnight rates) as reference rates for Floating Rate Notes and Floating Rate Covered Bonds

The Euro Interbank Offered Rate ("**EURIBOR**") and other interest rates or other types of rates and indices which are deemed to be benchmarks are the subject of ongoing national and international regulatory discussions and proposals for reform. Some of these reforms are already effective whilst others are still to be implemented.

As an example of such benchmark reforms, on 13 September 2018, the working group on Euro risk-free rates recommended the new Euro short-term rate ("**€STR**") as the new risk-free rate for the euro area. The €STR was published for the first time on 2 October 2019. In addition, on 11 May 2021, the working group on Euro risk-free rates published the recommendations to address events that would trigger fallbacks in the EURIBOR-related contracts, along with the €STR-based EURIBOR fallback rates (rates that could be used if a fallback is triggered).

While there is currently no plan to discontinue the EURIBOR, it remains uncertain as to how long it will continue in its current form, or whether it will be further reformed or replaced with €STR or an alternative benchmark.

The elimination of EURIBOR or any other benchmark, or changes in the manner of administration of any benchmark, could require or result in an adjustment to the interest calculation provisions of the Terms and Conditions of the Notes (as further described in Condition 9 (*Benchmark Discontinuation*) of the Terms and Conditions of the Notes) or of the Terms and Conditions of the Covered Bonds (as further described in Condition 8 (*Benchmark Discontinuation*) of the Terms and Conditions of the Covered Bonds), or result in adverse consequences to Holders linked to such benchmark (including Floating Rate Notes or Floating Rate Covered Bonds whose interest rates are linked to EURIBOR or any other such benchmark that is subject to reform).

On the other hand, where the relevant Final Terms for a Series of Floating Rate Notes or Floating Rate Covered Bonds identifies that the Rate of Interest for such Notes or Covered Bonds will be determined by reference to €STR, the Rate of Interest will be determined by reference to Compounded Daily €STR. In such a case, such rate will differ from the relevant EURIBOR rate in a number of material respects, including (without limitation) that a compounded daily rate is a backwards-looking, risk-free overnight rate, and a single daily rate is a risk-free overnight non-term rate, whereas EURIBOR is expressed on the basis of a forward-looking term and include a risk-element based on inter-bank lending. As such, investors should be aware that EURIBOR and €STR may behave materially differently as interest reference rates for Securities issued under this Programme.

The use of risk-free rates - including the €STR -, as reference rates for Eurobonds continues to develop and the market or a significant part thereof may adopt an application of risk-free rates that differs significantly from that set out in the Terms and Conditions of the Notes or in the Conditions of the Covered Bonds and used in relation to Securities that reference risk-free rates issued under this Programme.

In particular, investors should be aware that several different methodologies have been used in risk-free rate notes issued to date. No assurance can be given that any particular methodology, including the compounding formula in the Terms and Conditions of the Notes or in the Conditions of the Covered Bonds, will gain widespread market acceptance. In addition, market participants and relevant working groups are still exploring alternative reference rates based on risk-free rates. If the relevant risk-free rates do not prove to be widely used in securities like the Securities, the trading price of such Securities linked to such risk-free rates may be lower than those of Securities referencing indices that are more widely used.

As a result, development of risk-free rates for the Eurobond markets could result in reduced liquidity, increased volatility or could otherwise affect the market price of any Securities that reference a risk-free rate issued under

this Programme from time to time. Investors should consider these matters when making their investment decision with respect to any Securities which reference €STR or any related indices.

Conflicts of interest may exist between the Calculation Agent, Independent Financial Advisors or the Determination Agent and Holders

Potential conflicts of interest may exist between the Calculation Agent (if any), Independent Financial Advisors (if eventually appointed) or, in the case of the Notes, the Determination Agent (if any) (jointly, the "**Third Parties**") and Holders, including with respect to certain determinations and judgements that the Third Parties may make pursuant to the Terms and Conditions of the Notes and the Conditions of the Covered Bonds (for example calculation of rates of interest payable under the Securities or the determination of Successor Rates or Alternative Rates in case of a Benchmark Event) which may influence the amounts that can be received by Holders. Conflicts of interest may arise, among others, when a dealer or the Issuer is appointed as a Third Party (it must be noted that the Issuer will act as Calculation Agent unless otherwise stated in the relevant Final Terms).

Any of the Third Parties may be a member of an international financial group that is involved, in the ordinary course of its business, in a wide range of banking activities out of which conflicting interests may arise. Whilst such a Third Party is expected to, where relevant, have information barriers and procedures in place to manage conflicts of interest, it may in its other banking activities from time to time be engaged in transactions involving an index or related derivatives which may affect amounts receivable by Holders during the term and on the maturity of the Securities or the market price, liquidity or value of the Securities and which could be deemed to be adverse to the interests of the Holders.

The Securities may have a negative yield

Securities issued under this Base Prospectus may have a negative yield, depending on the issue or acquisition price and the redemption or disposal price, as well as the periodic coupons they pay, and, consequently, investors could lose all or part of their investment.

A credit rating may not reflect all risks associated with an investment in the Securities

One or more independent credit rating agencies may assign credit rating to an issue of Securities. The rating may not reflect the potential impact of all risks related to structure, market, additional factors discussed in this section, and other factors that may affect the value of the Securities. Similar ratings assigned to different types of securities do not necessarily mean the same thing and any rating assigned to the Securities does not address the likelihood that interest or any other payments in respect of the Securities will be made on any particular date or at all. Credit ratings also do not address the marketability or market price of Securities.

Any change in the credit ratings assigned to the Securities may affect their market value. 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 Securities, 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 subject to revision, suspension or withdrawal, at any time, by the assigning rating organisation. Therefore, potential investors should not rely on any rating of the Securities and should make their investment decision on the basis of considerations such as those outlined above. The Issuer or its Group does not participate in any decision making of the rating agencies and any revision or withdrawal of any credit rating assigned to the Issuer or any securities of the Issuer is a third party decision for which the Issuer does not assume any responsibility.

In general, European regulated investors are restricted from using a rating for regulatory purposes if such rating is not (1) issued by a credit rating agency established in the EEA and registered under the CRA Regulation or (2) provided by a credit rating agency not established in the EEA but is endorsed by a credit rating agency

established in the EEA and registered under the CRA Regulation or (3) provided by a credit rating agency not established in the EEA which is certified under the CRA Regulation. Similarly, in general, UK regulated investors are restricted from using a rating for regulatory purposes if such rating is not (1) issued by a credit rating agency established in the UK and registered under Regulation (EU) No 1060/2009 as it forms part of domestic law of the UK by virtue of the European Union (Withdrawal) Act 2018 (the "**UK CRA Regulation**") or (2) provided by a credit rating agency not established in the UK but is endorsed by a credit rating agency established in the UK and registered under the UK CRA Regulation or (3) provided by a credit rating agency not established in the UK which is certified under the UK CRA Regulation.

If the status of the rating agency of the relevant Securities changes, European (including UK) regulated investors may no longer be able to use the rating for regulatory purposes and the Securities may have a different regulatory treatment. This may result in European (including UK) regulated investors selling the Securities which may impact the value of the Securities in the secondary market.

Risks applicable to the Notes

The Notes may be subject to the exercise of the Spanish Bail-in Power and/or of the Non Viability Loss Absorption by the Relevant Resolution authority and, in general, to the powers that may be exercised by the Relevant Resolution Authority under Law 11/2015 and the SRM Regulation

As further explained in "*Capital, Liquidity and Funding Requirements and Loss Absorbing Powers - Loss absorbing powers by the Relevant Resolution Authority under Law 11/2015 and the SRM Regulation*", the Notes issued under this Base Prospectus may be subject to the bail-in tool (the Spanish Bail-in Power as defined therein) and, in the case of Tier 2 Subordinated Notes, to the write down and conversion powers (the Non-Viability Loss Absorption as defined therein) contemplated in article 59 of BRRD and in general to the powers that may be exercised by the Relevant Resolution Authority under Law 11/2015 (and its development through Royal Decree 1012/2015) and Regulation (EU) No 806/2014, of 15 July, 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 and amending Regulation (EU) No 1093/2010, as further amended or replaced from time to time (the "**SRM Regulation**"). Non-Viability Loss Absorption may be imposed prior to or in combination with any exercise of the Spanish Bail-in Power or with any other resolution tool or power.

Holders of the Notes may be subject to, among other things, on any application of the Spanish Bail-in Power, a write down (including to zero) or conversion into equity or other securities or obligations of amounts due under the Notes, and additionally, in the case of Tier 2 Subordinated Notes, may be subject to any Non-Viability Loss Absorption prior to or in combination with any exercise of the Spanish Bail-in Power or with any other resolution tool or power. The exercise of any such powers (or any other resolution powers and tools) may result in such Holders losing some or all of their investment or otherwise having their rights under the Notes adversely affected, including by receiving a different security, which may be worth significantly less than the Notes.

Furthermore, the exercise of the Spanish Bail-in Power with respect to the Notes or the Non-Viability Loss Absorption with respect to the Tier 2 Subordinated Notes only, or the taking by the Relevant 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 market price or value or trading behaviour of any Notes and/or the ability of the Issuer to satisfy its obligations under any Notes.

The Spanish Bail-in Power is not intended to apply to secured debt and therefore the Spanish Bail-in Power 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 relevant Cover Pool (as defined in the Terms and Conditions of the Covered Bonds). Any claims of Holders of Covered Bonds and of any derivative counterparties in excess of the value of the

assets included in the relevant Cover Pool may be subject to the exercise of the Spanish Bail-in Power by the Relevant Resolution Authority.

There may be limited protections, if any, that will be available to holders of securities (including the Notes or, where applicable, Covered Bonds) subject to the Spanish Bail-in Power or the Non-Viability Loss Absorption and to the broader resolution powers of the Relevant Resolution Authority. Accordingly, Holders of the Securities may have limited or circumscribed rights to challenge any decision of the Relevant Resolution Authority to exercise such powers.

In particular, to the extent that any resulting treatment of a Holder pursuant to the exercise of the Spanish Bail-in Power or, in the case of Holders of Tier 2 Subordinated Notes, of the Non-Viability Loss Absorption is less favourable than would have been the case in normal insolvency proceedings, a Holder of such affected Securities may 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 Royal Decree 1012/2015 and the SRM Regulation. Any such compensation, together with any other compensation provided by any Applicable Banking Regulations (including, among any such compensation, in accordance with article 36.5 of Law 11/2015) is unlikely to compensate that Holder for the losses it has actually incurred and there is likely to be a considerable delay in the recovery of such compensation. Compensation payments (if any) are also likely to be made considerably later than when amounts may otherwise have been due under the affected Securities. In addition, in the case of a Non-Viability Loss Absorption, it is unclear that a Holder would have a right to compensation under the BRRD or the SRM Regulation if any resulting treatment of such Holder pursuant to the exercise of the Non-Viability Loss Absorption was less favourable than would have been the case in normal insolvency proceedings.

The exercise of the Spanish Bail-in Power with respect to the Notes (or, where applicable, with respect to the Covered Bonds) and/or any Non-Viability Loss Absorption with respect to the Tier 2 Subordinated Notes by the Relevant Resolution Authority 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 Resolution Authority will retain an element of discretion, Holders may not be able to refer to publicly available criteria in order to anticipate any potential exercise of any such Spanish Bail-in Power and/or, in the case of Tier 2 Subordinated Notes, any 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 Resolution Authority may occur, how any such powers may be exercised or what the results of such exercise may be. Moreover, the Relevant Resolution Authority may exercise any such powers without providing any advance notice to the Holders.

The price and trading behaviour of the Securities and/or the Issuer's ability to satisfy its obligations under the Securities may be affected by the threat of a possible exercise of any such powers.

In addition, it is possible that the implementation and application of other amendments and relevant laws which are currently being considered by the European Commission could have an impact upon any application of the Spanish Bail-in Power. In particular, the CMDI Proposal (as defined below), which was approved on 25 June 2025 and updates the existing EU's bank crisis management and deposit insurance ("**CMDI**") framework, will amend, inter alia, the BRRD and the SRM Regulation and set out a general depositor preference (see "— *Capital, Liquidity and Funding Requirements*"). Since the application of the Spanish Bail-in Power is to be carried out in the order of the hierarchy of claims in normal insolvency proceedings, following any amendment of the Spanish insolvency laws to establish a general depositor preference in accordance with the CMDI Proposal, any potential write-down or conversion of the Senior Notes (including Ordinary Senior Notes) by the Relevant 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 Notes.

The ranking of the Notes may affect the amount of recovery (if any) a Holder of the Notes may expect to receive in a winding-up or resolution of the Issuer

The payment obligations of the Issuer in respect of principal under Senior Notes constitute direct, unconditional, unsecured and unsubordinated obligations (*créditos ordinarios*) of the Issuer.

Ordinary Senior Notes constitute unsecured and unsubordinated obligations (*créditos ordinarios*) and, upon insolvency (*concurso*) of the Issuer, the payment obligations of the Issuer on account of principal under Ordinary Senior Notes (unless they qualify as subordinated obligations (*créditos subordinados*) pursuant to article 281.1 of the restated text of the Spanish insolvency law, approved by Royal Legislative Decree 1/2020, of 5 May (*Real Decreto Legislativo 1/2020, de 5 de mayo, por el que se aprueba el texto refundido de la Ley Concursal*) (the "**Insolvency Law**")) would rank below claims against the insolvency estate (*créditos contra la masa*) and privileged obligations (*créditos privilegiados*) (including, without limitation, any deposits for the purposes of Additional Provision 14.1 of Law 11/2015 and any claims under the Covered Bonds up to the value of the relevant Cover Pool).

Senior Non-Preferred Notes constitute unsecured and unsubordinated non preferred ordinary obligations (*créditos ordinarios no preferentes*) of the Issuer under Additional Provision 14.2 of Law 11/2015 and, upon insolvency (*concurso*) of the Issuer, the payment obligations of the Issuer on account of principal under Senior Non-Preferred Notes (unless they qualify as subordinated non preferred ordinary obligations (*créditos subordinados*) pursuant to article 281.1 of the Insolvency Law) would rank below any Senior Preferred Liabilities of the Issuer and any obligations under the Covered Bonds.

Holders of Senior Notes currently rank *pari passu* with depositors of the Issuer (other than in respect of preferred and covered deposits). However, the CMDI Proposal (see "— *Capital, Liquidity and Funding Requirements*") includes, among other things, the amendment of the ranking of claims in insolvency to provide for a general depositor preference, pursuant to which the insolvency laws of Members States would be required by the BRRD to extend the legal preference of claims in respect of deposits relative to ordinary unsecured claims to all deposits. The final text of the CMDI Proposal was approved on 25 June 2025 and, although the approved text is pending publication in the Official Journal of the European Union and will require transposition in Member States, if it is implemented in its current form would mean that the Senior Notes (including Ordinary Senior Notes) will rank junior to the claims of all depositors, including deposits of large corporates and other deposits that currently do not benefit from the abovementioned preference, which could lead to a rating downgrade for Senior Notes.

The payment obligations of the Issuer in respect of principal under the Subordinated Notes constitute direct, unconditional, unsecured and subordinated obligations (*créditos subordinados*) of the Issuer. In accordance with article 281.1 of the Insolvency Law and Additional Provision 14.3 of Law 11/2015 (but subject to any other ranking that may apply as a result of any mandatory provision of law (or otherwise)), upon the insolvency (*concurso*) of the Issuer: (i) the payment obligations of the Issuer on account of principal under the relevant Subordinated Notes for so long as they do not constitute Additional Tier 1 Instruments or Tier 2 Instruments of the Issuer, would rank as set out in Condition 4(b)(a) of the Terms and Conditions of the Notes; and (ii) the payment obligations of the Issuer under the relevant Subordinated Notes for so long as they constitute Tier 2 Instruments of the Issuer, would rank as set out in Condition 4(b)(b) of the Terms and Conditions of the Notes.

As of the date of this Base Prospectus and according to Additional Provision 14.3 of Law 11/2015, the ranking of the Subordinated Notes depends on whether they constitute (even partially) at the relevant time Tier 2 Instruments (which is expected to be the case of the Tier 2 Subordinated Notes) or whether they do not constitute Tier 2 Instruments or Additional Tier 1 Instruments (even partially) of the Issuer (which is expected to be the case of the Senior Subordinated Notes).

Accordingly, in the event of insolvency ("*concurso*") of the Issuer, under Article 281.1 of the Insolvency Law read in conjunction with Additional Provision 14.3 of Law 11/2015, the Issuer will meet subordinated claims after payment in full of unsubordinated claims, but before distributions to shareholders, in the following order and pro-rata within each class: (i) late or incorrect claims, (ii) contractually subordinated liabilities in respect of principal (except for those that qualify as Additional Tier 1 Instruments or Tier 2 Instruments under Additional Provision 14.3.1º of Law 11/2015), (iii) interest (including accrued and unpaid interest due on the Notes, except for Notes qualifying as Tier 2 Subordinated Notes), (iv) fines, (v) claims of creditors which are specially related to the Issuer (if applicable) as provided for under the Insolvency Law, (vi) detrimental claims against the Issuer where a Spanish court has determined that the relevant creditor has acted in bad faith ("*rescisión concursal*"), (vii) claims arising from contracts with reciprocal obligations as referred to in Articles 156 to 158 and 160 to 167 of the Insolvency Law, wherever the court rules, prior to the administrators' report of insolvency (*administración concursal*) that the creditor repeatedly impedes the fulfilment of the contract against the interest of the insolvency, (viii) subordinated obligations (*créditos subordinados*) of the Issuer under Tier 2 Instruments, and (ix) subordinated obligations (*créditos subordinados*) of the Issuer under Additional Tier 1 Instruments.

If, on a winding-up of the Issuer, the assets of the Issuer are insufficient to enable the Issuer to repay in full the claims of more senior-ranking creditors, Holders of the Notes will lose their entire investment in the Notes. If there are sufficient assets to enable the Issuer to pay the claims of senior-ranking creditors in full but insufficient assets to enable it to pay claims in respect of its obligations in respect of the Notes and all other claims that rank *pari passu* with the Notes, Holders of the Notes will lose some (which may be substantially all) of their investment in the Notes. Accordingly, Holders of Tier 2 Subordinated Notes would lose their entire investment before losses are imposed on Holders of Senior Subordinated Notes, Senior Non-Preferred Notes and Ordinary Senior Notes. In turn, Holders of Senior Subordinated Notes would lose their entire investment before losses are imposed on Holders of Senior Non-Preferred Notes and Senior Preferred Notes, Holders of Senior Non-Preferred Notes would lose their entire investment before losses are imposed on Holders of Ordinary Senior Notes, and Holders of Ordinary Senior Notes would lose their entire investment before losses are imposed on creditors in respect of claims which are preferred by law (claims against the insolvency estate (*créditos contra la masa*) and privileged obligations (*créditos privilegiados*) (including, without limitation, any deposits for the purposes of Additional Provision 14.1 of Law 11/2015)).

In addition, the ranking of Notes upon insolvency (*concurso*) of the Issuer is also expected to impact on the losses imposed on Holders if resolution powers are exercised in respect of the Issuer, as such resolution powers are required to be applied in a manner that respects the hierarchy of capital instruments under CRD IV and otherwise respects the hierarchy of claims in an ordinary insolvency. Please see "— *The Notes may be subject to the exercise of the Spanish Bail-in Power and/or of the Non Viability Loss Absorption by the Relevant Resolution authority and, in general, to the powers that may be exercised by the Relevant Resolution Authority under Law 11/2015 and the SRM Regulation*" above.

Notes are also 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.

The claims of Holders of the Notes rank after the claims of Holders of Covered Bonds

The assets included in the relevant Cover Pool for each Series of Covered Bonds are mandatorily segregable in case of insolvency (*concurso*) of the Issuer and, if segregated, they will not form part of the Issuer's insolvency estate (*masa del concurso*) until the claims of Holders of Covered Bonds and the relevant derivative counterparties and the expenses related to the maintenance and management of the separate estate (and, if applicable, to its liquidation) are satisfied. However, any excess proceeds from liquidation of the relevant Cover Pool, after satisfaction of the claims of Holders of Covered Bonds and the relevant derivative counterparties,

would be available to unsecured creditors, including the Holders of the Notes. Upon insolvency (*concurso*) or resolution of the Issuer, the claims of Holders of the Notes 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 relevant Cover Pool.

All Holders of Covered Bonds shall have the same priority over (i) the assets included in the relevant Cover Pool, including any replacement assets and liquid assets; and (ii) the credit rights in connection with the derivative contracts entered into for hedging purposes in relation to the relevant Covered Bonds.

The Notes may provide for limited events of default

Without prejudice to the provisions of the last paragraph below, the Terms and Conditions of the Notes do not provide for any events of default, except in the case that an order is made by any competent court commencing insolvency proceedings against the Issuer or if any order is made by any competent court or resolution passed for the winding up or liquidation (*liquidación*) of the Issuer. Accordingly, in the event that any payment on the Notes is not made when due, each Holder of the relevant Notes will have a claim only for amounts then due and payable on their Notes but will have no right to accelerate such Notes unless insolvency proceedings or proceedings for the winding-up or liquidation of the Issuer have been instigated.

Pursuant to the Insolvency Law, those contractual provisions providing for the early termination of a contract upon the insolvency of one of the parties shall be null and void, for which reason it is doubtful whether the Notes may be accelerated if an order is made by any competent court commencing insolvency proceedings as contemplated under Condition 13(a) (*Events of Default relating to the Notes*).

Pursuant to the SRM Regulation and BRRD (as implemented in Spain through Law 11/2015 and Royal Decree 1012/2015), the Issuer may be subject to a procedure of early intervention or resolution. 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. Any provision providing for such rights shall further be deemed not to apply, although 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 adoption of any such 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 attempt by a Holder of the Notes to enforce its rights under the Notes following the adoption of any early intervention or any resolution procedure will, therefore, be subject to the relevant provisions of the BRRD, as implemented through Law 11/2015 and Royal Decree 1012/2015, 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 above. Please see "*— The Notes may be subject to the exercise of the Spanish Bail-in Power and/or of the Non Viability Loss Absorption by the Relevant Resolution authority and, in general, to the powers that may be exercised by the Relevant Resolution Authority under Law 11/2015 and the SRM Regulation*" above.

Notwithstanding the above and with respect to Ordinary Senior Notes, if the Issuer so decides by applying additional events of default in the relevant Notes Final Terms as permitted under Condition 13(b) (*Additional Events of Default*), each Holder of the relevant Notes will have an individual acceleration right in case certain events occur (including, failure of payment on the Notes when due, cross default or unlawfulness). Consequently, only Ordinary Senior Notes for which the Issuer has selected Condition 13(b) (*Additional Events of Default*) as applicable in the relevant Notes Final Terms and that consequently are not intended to qualify as MREL-Eligible Instruments could be accelerated by the Holders of the Notes in case of failure of payment on the Notes when due, cross default or unlawfulness.

The qualification of the Notes as MREL-Eligible Instruments is subject to uncertainty

The Notes may be intended to qualify as MREL-Eligible Instruments under Applicable Banking Regulations. However, there is uncertainty regarding the final substance of the Applicable Banking Regulations on the subject and how those regulations are to be interpreted and applied, and the Issuer cannot provide any assurance that any Notes will or may be (or thereafter remain) MREL-Eligible Instruments.

Because of this uncertainty, the Issuer cannot provide any assurance that the relevant Notes will or may ultimately be (or thereafter remain) MREL-Eligible Instruments.

If for any reasons Subordinated Notes, Senior Non-Preferred Notes or Ordinary Senior Notes where the MREL Disqualification Event has been specified as applicable in the relevant Notes Final Terms are not MREL-Eligible Instruments or if they initially are MREL-Eligible Instruments and subsequently become ineligible, then a MREL Disqualification Event may occur, with the consequences indicated in the Terms and Conditions of the Notes. See "*The Notes may be redeemed at the option of the Issuer*" and "*The Issuer may substitute the Notes or vary their terms without holder consent*".

Waiver of set-off

The Terms and Conditions of the Notes provide that, if so specified in the relevant Notes Final Terms, Holders of any Series of Notes waive any and all rights of or claims for deduction, set-off, netting, compensation, retention or counterclaim arising directly or indirectly under or in connection with any Note against any right, claim, or liability the Issuer has or may have or acquire against them, directly or indirectly, howsoever arising, as required by Applicable Banking Regulations. With respect to any Notes for which the Issuer has selected Condition 14 (*Waiver of Set-Off*) as applicable in the relevant Notes Final Terms, such Notes will not qualify as Tier 2 Subordinated Notes or MREL-Eligible Instruments.

As a result, Holders of the Notes will not be entitled to set-off the Issuer's obligations under such Notes against obligations owed by them to the Issuer. Holders of the Notes may therefore be required to initiate separate proceedings to recover amounts in respect of any counterclaim and may receive a lower recovery in the event of insolvency of the Issuer than if set-off or counterclaim were permitted.

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

Reset Notes will initially bear interest at the Initial Rate of Interest to (but excluding) the First Reset Date. On the First Reset Date and each Reset Date (if any) thereafter, the interest rate will be reset to the sum of the applicable Reset Reference Rate and the Margin as determined by the Calculation Agent on the relevant Reset Determination Date (each such interest rate, a "**Reset Rate of Interest**"). The Reset Reference Rate may be either the Mid-Swap Rate or the Reference Bond Rate. The calculation of the Reference Bond Rate would be determined by the Reset Reference Bond, which is, for 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 deemed to be Germany) agreed between the Issuer and the Determination Agent as having the nearest actual or interpolated maturity comparable with the relevant Reset Period and that (in the opinion of the Issuer, after consultation with the Determination Agent) 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 the relevant Reset Period.

In addition, the Reset Rate of Interest for any Reset Period could be less than the Initial Rate of Interest or the Reset Rate of Interest for prior Reset Periods, which would result in the amount of any interest payments under such Reset Notes being lower than the interest payments prior to such Reset Date and so could affect the market value of an investment in such Reset Notes.

The Issuer may substitute the Notes or vary their terms without holder consent

If Condition 15 (*Substitution and Variation*) is specified as applicable in the relevant Notes Final Terms and if a Tax Event, a MREL Disqualification Event or a Capital Event has occurred and is continuing, the Issuer may, instead of redeeming the Notes, at any time, substitute all (but not some only) of the Notes or vary the terms of all (but not some only) of the Notes, without any requirement for the consent or approval of the Holders of the Notes, so that they are substituted for, or varied to become or remain, Qualifying Notes, provided that such substitution or variation shall not result in terms that are materially less favourable to the Holders of the Notes, as certified in a Bank's Certificate (as defined in the Terms and Conditions of the Notes) and an Independent Financial Adviser Certificate (as defined in the Terms and Conditions of the Notes). In the exercise of its discretion, the Issuer will have regard to the interest of the Holders of the Notes as a class.

Any substitution or variation of Subordinated Notes, Senior Non-Preferred Notes and Ordinary Senior Notes eligible to comply with MREL Requirements, shall only be made if permitted by the Applicable Banking Regulations and in accordance with Applicable Banking Regulations (including, without limitation, in accordance with Articles 77, 78 and 78a of the CRR, where applicable) in force at the relevant time and will be subject to the prior permission of the Competent Authority and/or the Relevant Resolution Authority, if and as applicable (if such permission is required).

In the case of a substitution or variation of the terms of the Notes, while the new substituted or varied notes must have terms that are not materially less favourable to an investor than the Notes, there can be no assurance that, whether due to the particular circumstances of each Holder or otherwise, such substituted or varied Notes will be as favourable to such Holder in all respects, that the substituted or varied Notes will be viewed by the market as equally or more favourable, or that the substituted or varied Notes will trade at prices that are equal to or higher than the prices at which the Notes would have traded on the basis of their original terms.

Moreover, prior to the making of any such substitution or variation, the Issuer shall not be obliged to have regard to the tax position of individual Holders of the Notes or to the tax consequences of any such substitution or variation for individual Holders of the Notes. No Holder of the Notes shall be entitled to claim, whether from the Issuer, or any other person, any indemnification or payment in respect of any tax consequence of any such substitution or variation upon individual Holders of the Notes.

Limitation on gross-up under Senior Non-Preferred Notes or Subordinated Notes and, unless otherwise specified in the relevant Notes Final Terms, under Ordinary Senior Notes

Pursuant to the Terms and Conditions of the Notes, for Senior Non-Preferred Notes, Subordinated Notes and Ordinary Senior Notes which are intended to qualify as MREL-Eligible Instruments (if so specified in the relevant Notes Final Terms), the Issuer's obligation to pay additional amounts on the Notes in respect of any withholding or deduction for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature applies only to payments of interest on the Notes and not to payments of principal in respect of the Notes. As such, the Issuer would not be required to pay any additional amounts to the extent any such withholding or deduction is applied to payments of principal. Accordingly, if any such withholding or deduction were to apply to any payments of principal in respect of any Senior Non-Preferred Notes, Subordinated Notes and Ordinary Senior Notes which are intended to qualify as MREL-Eligible Instruments (if so specified in the relevant Notes Final Terms), Holders of the Notes shall only be entitled to the net amount of such payment after deduction of the amount required to be withheld or deducted. The market value of such Notes may be adversely affected as a result.

Risks related to Covered Bonds

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

The provisions of Royal Decree-Law 24/2021 regarding covered bonds came into force on 8 July 2022 for the purposes of, among others, transposing into Spain Directive (EU) 2019/2162 of the European Parliament and of the Council of 27 November 2019 on the issue of covered bonds and covered bond public supervision. The application of Royal Decree-Law 24/2021 is subject to interpretative uncertainty, as well as to any possible subsequent modification.

In particular, Royal Decree-Law 24/2021 (i) includes a new paragraph 7 in article 270 of the Insolvency Law by virtue of which in the case of insolvency (*concurso*) of the Issuer the claims against the Issuer of Holders of Covered Bonds have special privilege with respect to the assets included in the relevant Cover Pool, and (ii) amends article 578 of the Insolvency Law to include Royal Decree-Law 24/2021 among the special legislation for the purposes of insolvency proceedings. There is not yet any precedent where these amendments have been applied in the context of insolvency proceedings and their application may be subject to interpretation. This uncertainty could affect the ability of Holders of Covered Bonds to properly evaluate and price 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.

Credit risk and risk of collateral reduction

Investors who invest in Covered Bonds are subject to the risk of the Issuer not paying principal and/or interest on the Covered Bonds on the relevant payment dates. The Issuer is responsible for making payments when due on the Covered Bonds and Holders of Covered Bonds have recourse only against the Issuer, without prejudice to the special privilege of Holders of Covered Bonds against the relevant Cover Pool under article 270.7 of the Insolvency Law upon the insolvency (*concurso*) of the Issuer.

In accordance with article 6 of Royal Decree-Law 24/2021 and without prejudice to the universal liability of the Issuer, the payment obligations of the Issuer under the Covered Bonds will be specially secured (with the limits established in any applicable regulation) by the assets included from time to time in the relevant Cover Pool. Each Cover Pool will secure the Issuer's obligations under the Covered Bonds of the same type (whether Mortgage Covered Bonds or Public Sector Covered Bonds), together with any other covered bonds issued under the existing covered bond programmes of the Issuer approved by the Bank of Spain (under this Base Prospectus or otherwise) and regardless of whether other covered bonds were issued under Royal Decree-Law 24/2021 or the prior legal regime.

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 relevant Cover Pool, such assets being identified and individually detailed in the special register of assets for each Cover Pool.

Each Cover Pool must comply with the minimum level of Legal Overcollateralisation (as defined in "*Overview of Spanish legislation regarding Covered Bonds*") provided for in the first paragraph of article 129.3a of the CRR and, consequently, the aggregate outstanding principal amount of the assets included in the relevant Cover Pool must be at least equal to 5% of the aggregate outstanding principal amount of the covered bonds issued under the relevant covered bond programme of the Issuer approved by the Bank of Spain. In addition to the minimum Legal Overcollateralisation, the Issuer may at any time during the life of the cover bond programme and at its own discretion, assume the obligation to maintain a contractual or voluntary level of collateralisation higher than the Legal Overcollateralisation. If, at any time, the Issuer decides to maintain a voluntary level of collateralisation higher than the Legal Overcollateralisation, such level may be subsequently reduced at the

discretion of the Issuer up to the contractual level of collateralisation, if any, or the minimum level of Legal Overcollateralisation.

The Covered Bonds will have the benefit of two separate Cover Pools: a Cover Pool comprising the collateral of the covered bond programme of the mortgage covered bonds of the Issuer (including the Mortgage Covered Bonds) and a Cover Pool comprising the collateral of the covered bond programme of the public sector covered bonds of the Issuer (including the Public Sector Covered Bonds). As of the date of this Base Prospectus, the Issuer does not have outstanding Public Sector Covered Bonds and therefore the Cover Pool for Public Sector Covered Bonds has not yet been created. Each Cover Pool will secure the obligations of the Issuer under all covered bonds of the same type issued under each covered bond programme, including the Covered Bonds issued under this Base Prospectus and any other covered bonds of the relevant type issued in any other manner.

As of 30 September 2025, the level of overcollateralization of the Cover Pool for Mortgage Covered Bonds was 64.09%. As of the date of this Base Prospectus, the Issuer has not assumed any contractual or voluntary level of collateralisation above the Legal Overcollateralisation requirement. Such level of overcollateralisation may vary and the Bank only commits to maintain the Legal Overcollateralisation and, if any, the contractual or voluntary level of collateralisation assumed from time to time.

The assets included in each Cover Pool will be subject to variations in value due to various factors, including: any revision of the appraisal value of the assets or of the fair value of the collection rights, any impairment of collateral or any decrease in the market value of the replacement assets. Any decrease in value of the assets incorporated in the relevant Cover Pool would result in a reduction in the level of recoveries on any foreclosure of those assets. In 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 Holders of Covered Bonds in full or in a timely manner.

Despite such potential changes in the value of the assets included in the relevant Cover Pool, the Issuer shall, at all times, maintain the minimum required asset levels in each Cover Pool and, if applicable, any contractual or voluntary level of collateral (see "— *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*").

Only limited information in relation to the applicable Cover Pool will be made available to Holders of Covered Bonds

The relevant Cover Pool is a dynamic pool of assets whose composition may change from time to time, as the Issuer may acquire or originate new loans (and new types of loans or loans with different characteristics), borrowers may repay or early repay loans included in the relevant Cover Pool and/or a change in the legal or regulatory regime may have an impact on the composition of the relevant Cover Pool. Therefore, Holders of Covered Bonds 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 relevant Cover Pool in relation to their Covered Bonds.

The Issuer will publish information regarding each applicable Cover Pool on its website (https://www.kutxabank.com/cs/Satellite/kutxabank/en/investor_relations/fixed_income/issued_bonds) on a quarterly basis. As of the date of this Base Prospectus, the Issuer does not have outstanding Public Sector Covered Bonds and therefore the Cover Pool for Public Sector Covered Bonds has not yet been created. The Cover Pool information will not be updated between quarterly reports and, therefore, the reports relating to each relevant Cover Pool may not be a true image 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 Base Prospectus 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 relevant Cover Pool on the date of issue of the Covered Bonds.

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

A failure by the Issuer to comply with the requirements in relation to the assets to be included in the relevant Cover Pool or to supplement the relevant Cover Pool with eligible assets, could impact on the ability of the Issuer to make payments on the Covered Bonds in full or in a timely manner. In the event that there is a material breach by the Issuer of its obligations under Royal Decree-Law 24/2021, the authorisation of the applicable covered bond programme may be revoked, although such revocation will not have an impact on any Covered Bonds already issued.

Furthermore, in the event of insolvency (*concurso*) or resolution of the Issuer, the Special Cover Pool Administrator (as defined in the Terms and Conditions of the Covered Bonds) will be appointed by the competent court after consultation with the Bank of Spain from among persons nominated by the FROB (in the event of insolvency (*concurso*) of the Issuer) or directly by the FROB in consultation with the Bank of Spain (in the event of resolution of the Issuer). The Special Cover Pool Administrator will preserve the rights and interests of the Holders and will oversee the management (in the event of resolution of the Issuer) or will manage (in the event of insolvency (*concurso*) of the Issuer) the covered bond programmes of the Issuer.

Upon insolvency (*concurso*) of the Issuer, the assets of the relevant Cover Pool registered in the special register maintained by the Issuer will be materially segregated from the Issuer's assets and will form a separate estate without legal personality, which will be represented by the Special Cover Pool Administrator.

The segregation and the transactions undertaken to transfer the segregated assets will be subject to the special provisions contemplated in Law 11/2015 applicable to the implementation of resolution actions and, in particular, to paragraphs 7 to 9 of article 25 and paragraph 4 of article 29 of Law 11/2015.

Once the transfer of the segregated assets becomes effective:

(i) if the total value of the assets included in the relevant Cover Pool exceeds the total value of the liabilities in relation to such Cover Pool plus the legal, contractual or voluntary overcollateralisation and the liquidity requirements, the Special Cover Pool Administrator may opt to continue with the management of the separate estate comprising the segregated assets until their maturity or to partially or totally assign such assets to another issuer of covered bonds (which would constitute a new covered bond programme for such entity and would require the authorisation provided for in article 34 of Royal Decree-Law 24/2021); and

(ii) if the total value of the assets included in the relevant Cover Pool is lower than the total value of the liabilities in relation to such Cover Pool plus the legal, contractual or voluntary overcollateralisation and the liquidity requirements, the Special Cover Pool Administrator will request the liquidation of the separate estate comprising the segregated assets pursuant to the ordinary insolvency proceedings in accordance with the provisions of article 46 of Royal Decree-Law 24/2021.

The application for the liquidation of the separate estate by the Special Cover Pool Administrator will result in the early termination of the covered bond programmes and the commencement of the liquidation of the assets of the separate estate. The amounts resulting from the liquidation transactions of the separate estate will be carried out in accordance with the corresponding liquidation plan to be prepared by the Special Cover Pool Administrator. The amounts obtained from the liquidation of the assets of the separate estate, after deducting the costs and expenses in connection with the liquidation and remuneration of the Special Cover Pool Administrator, may not be sufficient to cover the claims of Holders of Covered Bonds and any related derivative

counterparties. In that event, such claims will rank *pari passu* with other claims of unsecured and unsubordinated creditors of the Issuer. Therefore, there is no assurance that the assets included in the relevant Cover Pool will be sufficient to repay the payment obligations under the outstanding Covered Bonds in full or that the assets of the Issuer, if insolvent, will be sufficient to cover any remaining claims of Holders of Covered Bonds.

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

Risk associated with the extendable maturity of Covered Bonds

Royal Decree-Law 24/2021 allows issuers to issue covered bonds with extendable maturity structures, and therefore issuers or the special cover pool administrator (as applicable) 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 administrator).

The triggering circumstances under article 15.2 of Royal Decree-Law 24/2021 that may trigger an extension of maturity of any covered bonds are the following:

(i) the existence of a clear risk (*peligro cierto*) of default of the covered bonds due to liquidity issues in respect of the relevant cover pool or the issuer (such risk of default would exist in the event of a breach of the liquidity buffer set forth in article 11 of Royal Decree-Law 24/2021 or when the Bank of Spain undertakes any of the measures contemplated in article 68 of Law 10/2014 (except for the measure set out in the second paragraph of letter (j) of such article 68));

(ii) the insolvency (*concurso*) 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 determined by the Macroprudential Authority Financial Stability Board (AMCESFI) by means of a communication in the form of a warning or recommendation, which is not of a confidential nature.

If Extended Maturity is specified as applicable in the Covered Bonds Final Terms and any of the triggering circumstances for an extension of maturity set out above occurs, there is a risk to Holders of Covered Bonds that the Issuer (or the Special Cover Pool Administrator) may decide to extend the Maturity Date of the Covered Bonds for up to twelve months until the extended Maturity Date.

The longer the period of time until the 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 the Covered Bonds could affect their liquidity if such extension reduces the demand in the market for such Covered Bonds. Any such extension of the Maturity Date of a Series of Covered Bonds (i) 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 and (ii) will require the prior permission of the Bank of Spain for the redemption of such Covered Bonds after the Maturity Date.

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

To combat the inflationary scenario of recent years, the ECB adopted a strategy of interest rate increases. Although inflation has recently eased in Europe and Spain as a result of the actions adopted by central banks and other authorities, if interest rates rise again 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 interest rates, combined with high inflation, may cause difficulties to borrowers (in particular to those with loans referenced to floating interest rates) 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 relevant Cover Pool are adversely affected, payments in respect of the Covered Bonds could be reduced and/or delayed and could ultimately result in losses to Holders of Covered Bonds. If borrowers end up defaulting 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 relevant 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 relevant Cover Pool and the market for such assets decline substantially, the value of the Issuer's collateral securing the loans included in the relevant Cover Pool will be adversely affected and may result in a breach of the requirements with respect to the assets included in the relevant Cover Pool (see "— *Risk of breach of the requirements with respect to the assets included in the relevant Cover Pool. Risk due to insufficiency of assets included in the relevant Cover Pool in the event of insolvency or resolution of the Issuer*").

The inability to recover the full amounts due under the loans included in the applicable Cover Pool could jeopardize 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 relevant Cover Pool

If, as a consequence of the amortisation of the assets included in the relevant Cover Pool, the applicable limit for replacement assets (10% of the principal amount of the Covered Bonds) is exceeded, the Issuer may either acquire its own Covered Bonds until the applicable ratio is met or replace the amortised assets with new assets that meet the necessary conditions for inclusion in the relevant Cover Pool.

If, as a consequence of any such amortisation and unavailability of sufficient replacement assets, the value of the assets included in the relevant 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.

No gross-up under the Covered Bonds

Under the Terms and Conditions of the Covered Bonds, the Issuer is not obliged to pay additional amounts in respect of any withholding or deduction for, or on account of, any present or future taxes, duties, assessments or governmental charges required by law. Accordingly, if any such withholding or deduction were to apply, Holders of Covered Bonds may receive less than the full amount due under the relevant Covered Bonds, and the market value of the Covered Bonds may be adversely affected.

The Terms and Conditions of the Covered Bonds do not include event of default provisions that may allow 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) that may allow Holders of Covered Bonds to accelerate the Covered Bonds. Holders of Covered Bonds will only be paid scheduled interest payments under the Covered Bonds as and when they fall due under the Terms and Conditions of the Covered Bonds. The only remedies available to Holders of Covered Bonds are to bring proceedings in respect of the non-payment or commence insolvency proceedings in respect of the Issuer.

INFORMATION INCORPORATED BY REFERENCE

The information set out below shall be deemed to be incorporated by reference in, and to form part of, this Base Prospectus:

(i) The Group's unaudited, condensed, consolidated financial report as of and for the six-months ended 30 June 2025, prepared in accordance with the International Financial Reporting Standards as adopted in the European Union ("**IFRS-EU**"), available at Kutxabank's website (https://www.kutxabank.com/cs/Satellite?blobcol=urldata&blobheader=application%2Fpdf&blobheadername1=Expires&blobheadername2=content-type&blobheadername3=MDT-Type&blobheadername4=Content-disposition&blobheadervalue1=Thu%2C+10+Dec+2020+16%3A00%3A00+GMT&blobheadervalue2=application%2Fpdf&blobheadervalue3=abinary%3Bcharset%3DUTF-8&blobheadervalue4=inline%3B+filename%3D%22CNMV-Inf+Semestral+KB+consol+30-06-2025.pdf%22&blobkey=id&blobtable=MungoBlobs&blobwhere=1312464551141&ssbinary=true) (the "**2025 Consolidated First Semester Interim Financial Reports**").

(ii) The Group's audited consolidated financial report and the management report as of and for the year ended 31 December 2024, prepared in accordance with IFRS-EU, together with the audit report of PricewaterhouseCoopers Auditores, S.L., available at Kutxabank's website (https://www.kutxabank.com/cs/Satellite?blobcol=urldata&blobheader=application%2Fpdf&blobheadername1=Expires&blobheadername2=content-type&blobheadername3=MDT-Type&blobheadername4=Content-disposition&blobheadervalue1=Thu%2C+10+Dec+2020+16%3A00%3A00+GMT&blobheadervalue2=application%2Fpdf&blobheadervalue3=abinary%3Bcharset%3DUTF-8&blobheadervalue4=inline%3B+filename%3D%22CNMV_KB_INDIV_CONSOL.pdf%22&blobkey=id&blobtable=MungoBlobs&blobwhere=1312439364334&ssbinary=true) (the "**2024 Consolidated Financial Reports**").

(iii) The Group's audited consolidated financial report and the management report as of and for the year ended 31 December 2023, prepared in accordance with IFRS-EU, together with the audit report of PricewaterhouseCoopers Auditores, S.L., available at Kutxabank's website (https://www.kutxabank.com/cs/Satellite?blobcol=urldata&blobheader=application%2Fpdf&blobheadername1=Expires&blobheadername2=content-type&blobheadername3=MDT-Type&blobheadername4=Content-disposition&blobheadervalue1=Thu%2C+10+Dec+2020+16%3A00%3A00+GMT&blobheadervalue2=application%2Fpdf&blobheadervalue3=abinary%3Bcharset%3DUTF-8&blobheadervalue4=inline%3B+filename%3D%22CNMV-KB-INDIVI-CONSOL-2023+%2831_05_2024%29_Final.pdf%22&blobkey=id&blobtable=MungoBlobs&blobwhere=1312427147726&ssbinary=true) (the "**2023 Consolidated Financial Reports**").

(iv) The terms and conditions of the base prospectus dated 16 January 2025 prepared by Kutxabank in connection with the Programme, available at Kutxabank's website (https://www.kutxabank.com/cs/Satellite?blobcol=urldata&blobheader=application%2Fpdf&blobheadername1=Expires&blobheadername2=content-type&blobheadername3=MDT-Type&blobheadername4=Content-disposition&blobheadervalue1=Thu%2C+10+Dec+2020+16%3A00%3A00+GMT&blobheadervalue2=application%2Fpdf&blobheadervalue3=abinary%3Bcharset%3DUTF-8&blobheadervalue4=inline%3B+filename%3D%22Kutxabank_EMTN_2024_Master_Base_Prospect

us+%28final+version%29.pdf%22&blobkey=id&blobtable=MungoBlobs&blobwhere=1312409795525&ssbinary=true)[19]

(v) The terms and conditions of the base prospectus dated 11 January 2024 prepared by Kutxabank in connection with the Programme, available at Kutxabank's website (https://www.kutxabank.com/cs/Satellite?blobcol=urldata&blobheader=application%2Fpdf&blobheadername1=Expires&blobheadername2=content-type&blobheadername3=MDT-Type&blobheadername4=Content-disposition&blobheadervalue1=Thu%2C+10+Dec+2020+16%3A00%3A00+GMT&blobheadervalue2=application%2Fpdf&blobheadervalue3=abinary%3Bcharset%3DUTF-8&blobheadervalue4=inline%3B+filename%3D%22Kutxabank_EMTN_2023_Master_Base_Prospectus+%28final+version%29.pdf%22&blobkey=id&blobtable=MungoBlobs&blobwhere=1312375106153&ssbinary=true).[20]

(vi) The terms and conditions of the base prospectus dated 22 December 2022, prepared by Kutxabank in connection with the Programme, available at Kutxabank's website (https://www.kutxabank.com/cs/Satellite?blobcol=urldata&blobheader=application%2Fpdf&blobheadername1=Expires&blobheadername2=content-type&blobheadername3=MDT-Type&blobheadername4=Content-disposition&blobheadervalue1=Thu%2C+10+Dec+2020+16%3A00%3A00+GMT&blobheadervalue2=application%2Fpdf&blobheadervalue3=abinary%3Bcharset%3DUTF-8&blobheadervalue4=inline%3B+filename%3D%22Kutxabank_EMTN_2022_Base_Prospectus_vf.pdf%22&blobkey=id&blobtable=MungoBlobs&blobwhere=1312353969551&ssbinary=true) [21]

Incorporation by reference of future financial information

The following information shall be deemed to be incorporated in, and form part of, this Base Prospectus once published on the Issuer's website (the "**Future Financial Information**"):

(i) The Spanish language original Group's audited consolidated financial report and the management report as of and for the year ended 31 December 2025, prepared in accordance with IFRS-EU, together with the audit report of PricewaterhouseCoopers Auditores, S.L. (the "**2025 Consolidated Financial Reports**"). The 2025 Consolidated Financial Reports are expected to be published in or around the second half of May 2026. The 2025 Consolidated Financial Reports will be published on the Issuer's website: https://www.kutxabank.com/cs/Satellite/kutxabank/es/informacion_para_brinversores/informacion_financiera_0/informes_financieros_0.

(ii) The Spanish language original Group's unaudited, condensed, consolidated financial report as of and for the six-months ended 30 June 2026, prepared in accordance with the IFRS-EU (the "**2026 Consolidated First Semester Interim Financial Reports**"). The 2026 Consolidated First Semester Interim Financial Reports are expected to be published in or around the second half of July 2026 or the

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[19] Incorporated by reference in connection with "Option 2 (Issuance on the Basis of the Terms and Conditions from an earlier base prospectus incorporated by reference in this Base Prospectus)" of "Part A – Contractual Terms" of the Form of the Notes Final Terms and the Form of European Covered Bonds (Premium) Final Terms.

[20] Incorporated by reference in connection with "*Option 2 (Issuance on the Basis of the Terms and Conditions from an earlier base prospectus incorporated by reference in this Base Prospectus)*" of "*Part A – Contractual Terms*" of the Form of the Notes Final Terms and the Form of European Covered Bonds (Premium) Final Terms.

[21] Incorporated by reference in connection with "*Option 2 (Issuance on the Basis of the Terms and Conditions from an earlier base prospectus incorporated by reference in this Base Prospectus)*" of "*Part A – Contractual Terms*" of the Form of the Notes Final Terms and the Form of European Covered Bonds (Premium) Final Terms.

first half of August 2026. The 2026 Consolidated First Semester Interim Financial Reports will be published on the Issuer's website: https://www.kutxabank.com/cs/Satellite/kutxabank/es/informacion_para_brinversores/informacion_financiera_0/informes_financieros_0.

If any of the referred expected publication time frames is amended the Issuer will publish an "*otra información relevante*" announcement to inform investors.

Any financial information that may be incorporated by reference in the future has not been reviewed or approved by the CNMV as part of the examination and approval process of this Base Prospectus and will not be subject to review or approval when subsequently incorporated. The above is without prejudice to the potential requirement to publish a supplement as described below.

English translations

English translations of the documents incorporated by reference are (or will be) available at Kutxabank's website:

(i) 2025 Consolidated First Semester Interim Financial Reports:

https://www.kutxabank.com/cs/Satellite?blobcol=urldata&blobheader=application%2Fpdf&blobheadername1=Expires&blobheadername2=content-type&blobheadername3=MDT-Type&blobheadername4=Content-disposition&blobheadervalue1=Thu%2C+10+Dec+2020+16%3A00%3A00+GMT&blobheadervalue2=application%2Fpdf&blobheadervalue3=abinary%3Bcharset%3DUTF-8&blobheadervalue4=inline%3B+filename%3D%22Informe+Semestral+KB+Consolidado+-+INGL%C3%89S.pdf%22&blobkey=id&blobtable=MungoBlobs&blobwhere=1312464551152&ssbinary=true

(ii) 2024 Consolidated Financial Reports:

https://www.kutxabank.com/cs/Satellite?blobcol=urldata&blobheader=application%2Fpdf&blobheadername1=Expires&blobheadername2=content-type&blobheadername3=MDT-Type&blobheadername4=Content-disposition&blobheadervalue1=Thu%2C+10+Dec+2020+16%3A00%3A00+GMT&blobheadervalue2=application%2Fpdf&blobheadervalue3=abinary%3Bcharset%3DUTF-8&blobheadervalue4=inline%3B+filename%3D%22Kutxabank+2024+-CONSOL+-+INGLES.pdf%22&blobkey=id&blobtable=MungoBlobs&blobwhere=1312439401275&ssbinary=true and

(iii) 2023 Consolidated Financial Reports:

https://www.kutxabank.com/cs/Satellite?blobcol=urldata&blobheader=application%2Fpdf&blobheadername1=Expires&blobheadername2=content-type&blobheadername3=MDT-Type&blobheadername4=Content-disposition&blobheadervalue1=Thu%2C+10+Dec+2020+16%3A00%3A00+GMT&blobheadervalue2=application%2Fpdf&blobheadervalue3=abinary%3Bcharset%3DUTF-8&blobheadervalue4=inline%3B+filename%3D%22Kutxabank+2023+CONSOL+INGLES.pdf%22&blobkey=id&blobtable=MungoBlobs&blobwhere=1312386722193&ssbinary=true

(iv) 2025 Consolidated Financial Reports:

https://www.kutxabank.com/cs/Satellite/kutxabank/es/informacion_para_brinversores/informacion_financiera_0/informes_financieros_0

(v) 2026 Consolidated First Semester Interim Financial Reports:

https://www.kutxabank.com/cs/Satellite/kutxabank/es/informacion_para_brinversores/informacion_financiera_0/informes_financieros_0

The referred English translations are for information purposes only. In the event of a discrepancy, the original Spanish-language versions prevail.

General Information

Any statement contained in any document, incorporated by reference in, and forming part of, this Base Prospectus shall be deemed to be modified or superseded for the purpose of this Base Prospectus to the extent that a statement contained herein modifies or supersedes such statement.

Each document incorporated herein by reference is only as of the date of such document, and the incorporation by reference of such documents shall not create any implication that there has been no change in the affairs of Kutxabank or the Group, as the case may be, since the date thereof or that the information contained therein is current as of any time subsequent to its date.

During the periods covered by the 2025 Consolidated First Semester Interim Financial Reports, the 2024 Consolidated Financial Reports and the 2023 Consolidated Financial Reports the Issuer has not changed the reference date for accounting purposes.

Any documents themselves contained in or incorporated by reference in the documents incorporated by reference in this Base Prospectus shall not form part of this Base Prospectus.

For the avoidance of doubt, unless specifically incorporated by reference into this Base Prospectus, information contained on any website or any document referred to in this Base Prospectus does not form part of this Base Prospectus and has not been scrutinised or approved by the CNMV.

The information contained in the websites referred to in this section has not been scrutinised or approved by the CNMV.

Supplements

Following the publication of this Base Prospectus a supplement may be prepared by the Issuer and approved by the CNMV in accordance with Article 23 of the Prospectus Regulation. In particular, a supplement shall be published if there is any significant new factor not contained in the Future Financial Information or any material mistake or material inaccuracy in the Base Prospectus as supplemented by the Future Financial Information. Statements contained in any such supplement (or contained in any document incorporated by reference therein) or contained in the Future Financial Information shall, to the extent applicable (whether expressly, by implication or otherwise), be deemed to supersede statements contained in this Base Prospectus (or any earlier supplement) or in a document which is incorporated by reference in this Base Prospectus as at the date of the relevant supplement.

TERMS AND CONDITIONS OF THE NOTES

The following, except for paragraphs in italics, is the text of the terms and conditions of the Notes which will be completed by the relevant Notes Final Terms.

1. Introduction

(a) *Programme:* Kutxabank, S.A. (the "**Issuer**") has established a Euro Medium Term Note and European Covered Bond (Premium) Programme (the "**Programme**") under a Base Prospectus dated 22 January 2026 (the "**Base Prospectus**") for the issuance of up to €5,000,000,000 in aggregate principal amount of (i) medium term notes (the "**Notes**"); and (ii) mortgage covered bonds and public sector covered bonds in accordance with the provisions of Royal Decree-Law 24/2021.

The Notes may be Fixed Rate Notes, Floating Rate Notes, Reset Notes, Fixed to Floating Notes, Floating to Fixed Notes, Fixed to Reset Notes or Zero Coupon Notes.

(b) *Notes Final Terms*: Notes issued under the Programme are issued in series (each a "**Series**") and each Series may comprise one or more tranches (each a "**Tranche**") of Notes. Each Tranche is the subject of a final terms (the "**Notes Final Terms**") which completes these terms and conditions (the "**Terms and Conditions of the Notes**"). The terms and conditions applicable to any particular Tranche of Notes are these Terms and Conditions of the Notes as completed by the relevant Notes Final Terms. In the event of any inconsistency between these Terms and Conditions of the Notes and the relevant Notes Final Terms, the relevant Notes Final Terms shall prevail.

(c) *Paying Agency:* For Notes listed on AIAF, all payments under the Terms and Conditions of the Notes will be carried out directly by the Issuer through Iberclear (as defined below).

(d) *The Notes*: All subsequent references in these Terms and Conditions of the Notes to "**Notes**" are to the Notes which are the subject of the relevant Notes Final Terms. Copies of the relevant Notes Final Terms are available for viewing at the Issuer's website (https://www.kutxabank.com/cs/Satellite/kutxabank/es/informacion_para_brinversores/renta_fija/emisiones).

2. Interpretation

(a) *Definitions*: In these Terms and Conditions of the Notes the following expressions have the following meanings:

"**2006 ISDA Definitions**" means, in relation to a Series of Notes, the 2006 ISDA Definitions (as supplemented, amended and updated as at the date of issue of the first Tranche of the Notes of such Series) as published by ISDA (copies of which may be obtained from ISDA at www.isda.org);

"**2021 ISDA Definitions**" means, in relation to a Series of Notes, the latest version of the 2021 ISDA Interest Rate Derivatives Definitions (including each Matrix (and any successor Matrix thereto), as defined in such 2021 ISDA Interest Rate Derivatives Definitions) as at the date of issue of the first Tranche of Notes of such Series, as published by ISDA on its website (www.isda.org);

"**Additional Business Centre(s)**" means the city or cities specified as such in the relevant Notes Final Terms;

"**Additional Financial Centre(s)**" means the city or cities specified as such in the relevant Notes Final Terms;

"**Additional Tier 1 Capital**" means additional tier 1 capital (*capital de nivel 1 adicional*) in accordance with Chapter 3 (Additional Tier 1 capital) of Title I (Elements of own funds) of Part Two (Own Funds and Eligible Liabilities) of the CRR and/or the Applicable Banking Regulations at any time;

"**Additional Tier 1 Instrument**" means any instrument of the Issuer qualifying as Additional Tier 1 Capital in whole or in part from time to time;

"**Adjustment Spread**" means either a spread (which may be positive, negative or zero), or a formula or methodology for calculating a spread, in either case, to be applied to 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 relevant Mid-Swap Floating Leg Benchmark Rate or Reference Rate (as applicable) with the Successor Rate by any Relevant Nominating Body; or

(b) (if no such recommendation has been made, or in the case of an Alternative Rate), the Independent Financial Adviser or the Issuer, acting in good faith and in a reasonable commercial manner and following consultation with the Independent Financial Adviser in the event one has been appointed, as applicable, determines is in the customary market usage in the debt capital markets for transactions which reference the relevant Mid-Swap Floating Leg Benchmark Rate or Reference Rate (as applicable), where such rate has been replaced by the Successor Rate or the Alternative Rate (as the case may be); or

(c) (if no such determination has been made), the Independent Financial Adviser or the Issuer, acting in good faith and in a reasonable commercial manner and following consultation with the Independent Financial Adviser in the event one has been appointed, as applicable, determines is recognised or acknowledged as being the industry standard for over-the-counter derivative transactions which reference the relevant Mid-Swap Floating Leg Benchmark Rate or Reference Rate (as applicable), where such rate has been replaced by the Successor Rate or the Alternative Rate (as the case may be); or

(d) (if no such industry standard is recognised or acknowledged), the Independent Financial Adviser or the Issuer, acting in good faith and in a reasonable commercial manner and following consultation with the Independent Financial Adviser in the event one has been appointed, as applicable, determines to be appropriate having regard to the objective, so far as reasonably practicable in the circumstances and solely for the purposes of this sub-paragraph (d), of reducing any economic prejudice or benefit (as the case may be) to Holders as a result of the replacement of the relevant Mid-Swap Floating Leg Benchmark Rate or Reference Rate (as applicable) with the Successor Rate or the Alternative Rate (as the case may be);

"**Aggregate Nominal Amount**" has the meaning given in the relevant Notes Final Terms;

"**AIAF**" means the Spanish AIAF Fixed Income Market (*AIAF Mercado de Renta Fija*);

"**Alternative Rate**" means an alternative benchmark or screen rate which the Independent Financial Adviser or the Issuer, acting in good faith and in a reasonable commercial manner and

following consultation with the Independent Financial Adviser (in the event that one has been appointed), as applicable, determines in accordance with Condition 9 (*Benchmark Discontinuation*) is customary in 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 period in the relevant currency;

"**Amortisation Yield**" has the meaning given in the relevant Notes Final Terms;

"Amortised Face Amount" has the meaning given in Condition 10 (*Redemption and Purchase*);

"**Amounts Due**" means the principal amount of or outstanding amount, together with any accrued but unpaid interest, and additional amounts, if any, due on the Notes under Condition 12 (*Taxation*). References to such amounts will include amounts that have become due and payable, but which have not been paid, prior to the exercise of the Loss Absorbing Power by the Relevant Resolution Authority;

"**Applicable Banking Regulations**" means at any time the laws, regulations, requirements, guidelines and policies relating to capital adequacy, resolution and/or solvency including, in particular, those giving effect to the MREL or any equivalent or successor principles then applicable to the Issuer and/or the Group, including, without limitation to the generality of the foregoing, CRD IV, the BRRD, as implemented in Spain (including, but not limited to, by Law 11/2015, Royal Decree 1012/2015 and any other implementing regulations), the SRM Regulation and those regulations, requirements, guidelines and policies of the Competent Authority and/or the Relevant Resolution Authority relating to capital adequacy, resolution and/or solvency including, in particular, those giving effect to the MREL or any equivalent or successor principles then applicable to the Issuer and/or the Group, in each case to the extent then in effect (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) (in all cases, as amended or replaced from time to time);

"**Authorised Signatory**" means any authorised officer of the Issuer;

"**Bank's Certificate**" means a certificate signed by two Authorised Signatories of the Issuer stating that, in the opinion of the Issuer, (i) the changes determined pursuant to a substitution or variation of the Notes under Condition 15 (*Substitution and Variation*) will result in the Qualifying Notes having terms not materially less favourable to the Holders than the terms of the Notes the subject of substitution and variation and (ii) the differences between the terms and conditions of the Qualifying Notes and the terms and conditions of the Notes the subject of substitution and variation are only those strictly necessary to (a) in the case of a Capital Event, comply with the then current requirements of the Competent Authority in relation to Tier 2 Capital in accordance with the Applicable Banking Regulations; (b) in the case of a Tax Event, cure the relevant Tax Event; and/or (c) in the case of a MREL Disqualification Event, comply with the then current requirements for MREL-Eligible Instruments in accordance with the Applicable Banking Regulations;

"**Benchmark Event**" means:

(a) the relevant Mid-Swap Floating Leg Benchmark Rate or the Reference Rate (as applicable) ceasing to be published for a period of at least five consecutive Business Days or ceasing to exist; or

(b) a public statement by the administrator of the relevant Mid-Swap Floating Leg Benchmark Rate or of the Reference Rate (as applicable) that (in circumstances where no successor

administrator has been or will be appointed that will continue publication of such Mid-Swap Floating Leg Benchmark Rate or Reference Rate (as applicable)) it has ceased publishing such Mid-Swap Floating Leg Benchmark Rate or Reference Rate (as applicable) permanently or indefinitely, or that it will cease to do so by a specified future date (the "**Specified Future Date**"); or

(c) a public statement by the supervisor of the administrator of the relevant Mid-Swap Floating Leg Benchmark Rate or of the Reference Rate (as applicable), that such relevant Mid-Swap Floating Leg Benchmark Rate or Reference Rate (as applicable) has been or will, by a Specified Future Date, be permanently or indefinitely discontinued (in circumstances where no successor administrator has been appointed that will continue publication of such Mid-Swap Floating Leg Benchmark Rate or Reference Rate (as applicable)); or

(d) a public statement by the supervisor of the administrator of the relevant Mid-Swap Floating Leg Benchmark Rate or of the Reference Rate (as applicable) that means that such relevant Mid-Swap Floating Leg Benchmark Rate or Reference Rate (as applicable) will, by a Specified Future Date, be prohibited from being used or that its use will be subject to restrictions or adverse consequences, either generally or in respect of the Notes; or

(e) a public statement by the supervisor of the administrator of the relevant Mid-Swap Floating Leg Benchmark Rate or of the Reference Rate (as applicable) that, in the view of such supervisor, such relevant Mid-Swap Floating Leg Benchmark Rate or Reference Rate (as applicable) is or will be by a Specified Future Date, no longer representative of an underlying market and such representativeness will not be restored (as determined by such supervisor); or

(f) it has or will, by a specified date within the following six months, become unlawful for the Issuer or other party to calculate any payments due to be made to any Holder using the relevant Mid-Swap Floating Leg Benchmark Rate or Reference Rate (as applicable) (including, without limitation, under the Benchmarks Regulation, if applicable).

Notwithstanding the sub-paragraphs above, where the relevant Benchmark Event is a public statement within sub-paragraphs (b), (c), (d) or (e) above and the Specified Future Date in the public statement is more than six months after the date of that public statement, the Benchmark Event shall not be deemed to occur until the date falling six months prior to such Specified Future Date.

The occurrence of a Benchmark Event shall be determined by the Issuer and promptly notified to the Calculation Agent, if different to the Issuer. For the avoidance of doubt, the Calculation Agent, if different to the Issuer, shall not have any responsibility for making such determination;

"**Benchmarks Regulation**" means Regulation (EU) 2016/1011 of the European Parliament and of the Council of 8 June 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds and amending Directives 2008/48/EC and 2014/17/EU and Regulation (EU) No 596/2014, as amended or replaced from time to time;

"**Broken Amount**" has the meaning given in the relevant Notes Final Terms;

"**BRRD**" means Directive 2014/59/EU of 15 May, establishing the framework for the recovery and resolution of credit institutions and investment firms, as amended or replaced from time;

"**Business Day**" means a TARGET Settlement Day and a day on which commercial banks and foreign exchange markets settle payments generally in each (if any) Additional Business Centre;

"**Business Day Convention**", in relation to any particular date, has the meaning given in the relevant Notes Final Terms and, if so specified in the relevant Notes Final Terms, may have different meanings in relation to different dates and, in this context, the following expressions shall have the following meanings:

(a) "**Following Business Day Convention**" means that the relevant date shall be postponed to the first following day that is a Business Day;

(b) "**Modified Following Business Day Convention**" or "**Modified Business Day Convention**" means that the relevant date shall be postponed to the first following day that is a Business Day unless that day falls in the next calendar month in which case that date will be the first preceding day that is a Business Day;

(c) "**Preceding Business Day Convention**" means that the relevant date shall be brought forward to the first preceding day that is a Business Day;

(d) "**FRN Convention**", "**Floating Rate Convention**" or "**Eurodollar Convention**" means that each relevant date shall be the date which numerically corresponds to the preceding such date in the calendar month which is the number of months specified in the relevant Notes Final Terms as the Specified Period after the calendar month in which the preceding such date occurred *provided, however, that*:

(i) if there is no such numerically corresponding day in the calendar month in which any such date should occur, then such date will be the last day which is a Business Day in that calendar month;

(ii) if any such date would otherwise fall on a day which is not a Business Day, then such date will be the first following day which is a Business Day unless that day falls in the next calendar month, in which case it will be the first preceding day which is a Business Day; and

(iii) if the preceding such date occurred on the last day in a calendar month which was a Business Day, then all subsequent such dates will be the last day which is a Business Day in the calendar month which is the specified number of months after the calendar month in which the preceding such date occurred; and

(e) "**No Adjustment**" means that the relevant date shall not be adjusted in accordance with any Business Day Convention;

"**Calculation Agent**" means the Issuer or such other Person specified in the relevant Notes Final Terms as the party responsible for calculating the Rate(s) of Interest and Interest Amount(s) and/or such other amount(s) as may be specified in the relevant Notes Final Terms;

"**Calculation Amount**" has the meaning given in the relevant Notes Final Terms;

"**Capital Event**" means a change (or any pending change which the Competent Authority considers sufficiently certain) in the regulatory classification of the Tier 2 Subordinated Notes which change becomes effective on or after the date on which agreement is reached to issue the first Tranche of Notes and that results (or would be likely to result) in:

(a) the exclusion of any of the Outstanding Principal Amount of the Tier 2 Subordinated Notes from the Tier 2 Capital of the Issuer or the Group, otherwise than as a result of any applicable limitation on the amount of such capital as applicable to the Issuer or the Group as the case may be, including, for the avoidance of doubt, pursuant to the application of article 64 of CRR; or

(b) the reclassification of all or part of the Outstanding Principal Amount of the Tier 2 Subordinated Notes as a lower quality form of own funds of the Issuer or the Group, in accordance with the Applicable Banking Regulations;

"**Certificate**" has the meaning given in Condition 3(c) (*Form, Denomination, Title and Transfer — Title and Transfer*);

"**Chairperson**" has the meaning given to such term in Condition 17(d) (*Meeting of Holders; Modification and Waiver – Chairperson*);

"**Clearstream, Luxembourg**" means Clearstream Banking, S.A.;

"**CNMV**" means the Spanish Securities Market Commission (*Comisión Nacional del Mercado de Valores*);

"**Code**" has the meaning given in Condition 12(c)(*Taxation*);

"**Competent Authority**" means the European Central Bank or the Bank of Spain, as applicable, or such other or successor authority having primary bank supervisory authority with respect to prudential oversight and supervision in relation to the Issuer and/or the Group, as applicable;

"**CRD IV**" means any or any combination of the CRD IV Directive, the CRR and any CRD IV Implementing Measures (in all cases, as amended or replaced from time to time);

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

"**CRD IV Implementing Measures**" means any regulatory capital rules implementing the CRD IV 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 Competent Authority, the European Banking Authority or any other relevant authority, which are applicable to the Issuer and/or the Group, as applicable, including, without limitation, Law 10/2014, as amended from time to time, Royal Decree 84/2015, as amended from time to time, and any other regulation, circular or guidelines implementing CRD IV;

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

"**Day Count Fraction**" means, in respect of the calculation of an amount for any period of time (the "**Calculation Period**"), such day count fraction as may be specified in these Terms and Conditions of the Notes or the relevant Notes Final Terms and:

(a) if "**Actual/Actual (ICMA)**" is so specified, means:

(i) where the Calculation Period is equal to or shorter than the Regular Period during which it falls, the actual number of days in the Calculation Period divided by the

product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year; and

(ii) where the Calculation Period is longer than one Regular Period, the sum of:

(A) the actual number of days in such Calculation Period falling in the Regular Period in which it begins divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year; and

(B) the actual number of days in such Calculation Period falling in the next Regular Period divided by the product of (a) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year;

(b) if "**Actual/Actual (ISDA)**" is so specified, means the actual number of days in the Calculation Period divided by 365 (or, if any portion of the Calculation Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365);

(c) if "**Actual/365 (Fixed)**" is so specified, means the actual number of days in the Calculation Period divided by 365;

(d) if "**Actual/360**" is so specified, means the actual number of days in the Calculation Period divided by 360;

(e) if "**30/360**" is so specified, the number of days in the Calculation 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:

"$\mathbf{Y_1}$" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"$\mathbf{Y_2}$" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"$\mathbf{M_1}$" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"$\mathbf{M_2}$" is the calendar month, expressed as number, in which the day immediately following the last day included in the Calculation Period falls;

"$\mathbf{D_1}$" is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D1 will be 30; and

"$\mathbf{D_2}$" is the calendar day, expressed as a number, immediately following the last day included in the Calculation 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 so specified, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$Day\ Count\ Fraction =$$

where:

"$\mathbf{Y_1}$" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"$\mathbf{Y_2}$" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"$\mathbf{M_1}$" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"$\mathbf{M_2}$" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"$\mathbf{D_1}$" is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D1 will be 30; and

"$\mathbf{D_2}$" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31, in which case D2 will be 30; and

(g) if "**30E/360 (ISDA**)" is so specified, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} =$$

where:

"$\mathbf{Y_1}$" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"$\mathbf{Y_2}$" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"$\mathbf{M_1}$" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"$\mathbf{M_2}$" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"$\mathbf{D_1}$" is the first calendar day, expressed as a number, of the Calculation 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

"$\mathbf{D_2}$" is the calendar day, expressed as a number, immediately following the last day included in the Calculation 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,

provided, however, that in each such case the number of days in the Calculation Period is calculated from and including the first day of the Calculation Period to but excluding the last day of the Calculation Period;

"**Determination Agent**" means the agent specified as such in the relevant Notes Final Terms as the party responsible for agreeing with the Issuer the Reset Reference Bond for Reset Notes;

"**Early Redemption Amount**" means, in respect of any Note, its Outstanding Principal Amount or such other amount as may be specified in, or determined in accordance with, the relevant Notes Final Terms;

"**Early Redemption Amount (Zero Coupon)**" means the early redemption amount payable in respect of any Zero Coupon Note;

"**Eligible Liabilities**" means any liability which complies with the requirements set out in Applicable Banking Regulations to qualify as eligible liabilities for MREL purposes;

"**Eligible Persons**" means those Holders or persons (being duly appointed proxies or representatives of such Holders) that are entitled to attend and vote at a meeting of the Holders, for the purposes of which no person shall be entitled to vote at any such meeting in respect of Notes held by or for the benefit, or on behalf, of the Issuer or any of its Subsidiaries;

"**EURIBOR**" means, in respect of any specified currency and any specified period, the interest rate benchmark known as the Euro zone interbank offered rate which is administered by the European Money Markets Institute (or any person which takes over administration of that rate);

"**Euroclear**" means Euroclear Bank SA/NV;

"**Extraordinary Resolution**" has the meaning given in Condition 17 (*Meeting of Holders; Modification and Waiver*);

"**FATCA**" has the meaning given in Condition 12(c)(*Taxation*);

"**Final Redemption Amount**" means, in respect of any Note, its Outstanding Principal Amount or such other amount as may be specified in the relevant Notes Final Terms;

"**First Interest Payment Date**" means the date specified in the relevant Notes Final Terms;

"**Fixed Coupon Amount**" has the meaning given in the relevant Notes Final Terms;

"**First Margin**" means the margin specified as such in the relevant Notes Final Terms;

"**First Reset Date**" means the date specified in the relevant Notes Final Terms;

"**First Reset Period**" means the period from (and including) the First Reset Date until (but excluding) the Second Reset Date or, if no such Second Reset Date is specified in the relevant Notes Final Terms, the Maturity Date or date of any final redemption;

"**First Reset Rate of Interest**" means, in respect of the First Reset Period and subject to Condition 6 (*Reset Note Provisions*), the rate of interest determined by the Calculation Agent on the relevant Reset Determination Date as the sum of the relevant Reset Reference Rate and the First Margin, adjusted as necessary;

"**Green Notes**" has the meaning given in Condition 13(c)(*Events of Default — Green Notes*);

"**Green Notes Use of Proceeds Disclosure**" has the meaning given in Condition 13(c) (*Events of Default — Green Notes*);

"**Group**" means the Issuer together with its consolidated Subsidiaries;

"**Holder**" has the meaning given in Condition 3(c) (*Form, Denomination, Title and Transfer — Title and Transfer*);

"**Iberclear**" means the Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores, S.A. Unipersonal, the Spanish Central Securities Depository, which manages the Spanish Central Registry and the Spanish settlement system;

"**Iberclear Participants**" means each participating entity (*entidad participante*) in Iberclear;

"**ICMA**" means the International Capital Markets Association;

"**Independent Financial Adviser**" means an independent financial firm or financial adviser with appropriate expertise or financial institution of recognised standing appointed by the Issuer at its own expense. Independent Financial Advisers conduct functions in connection with the calculation of the Rate of Interest in the case of Floating Rate Note Provisions (as provided under Condition 7 (*Floating Rate Note Provisions*)), discontinuation of benchmarks (as provided under Condition 9 (*Benchmark Discontinuation*)) and the substitution and variation of Notes (as provided under Condition 15 (*Substitution and Variation*));

"**Independent Financial Adviser Certificate**" means a certificate signed by a representative of an Independent Financial Adviser stating that, in the opinion of such Independent Financial Adviser, (i) the changes determined by the Issuer pursuant to a substitution or variation of the Notes under Condition 15 (*Substitution and Variation*) will result in the Qualifying Notes having terms not materially less favourable to the Holders than the terms of the Notes the subject of substitution and variation and (ii) the differences between the terms and conditions of the Qualifying Notes and the terms and conditions of the Notes the subject of substitution and variation are only those strictly necessary to (a) in the case of a Capital Event, comply with the then current requirements of the Competent Authority in relation to Tier 2 Capital in accordance with the Applicable Banking Regulations; (b) in the case of a Tax Event, cure the relevant Tax Event; and/or (c) in the case of a MREL Disqualification Event, comply with the then current requirements for MREL-Eligible Instruments in accordance with the Applicable Banking Regulations;

"**Initial Rate of Interest**" has the meaning specified in the relevant Notes Final Terms;

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

"**Interest Amount**" means, in relation to a Note and an Interest Period, the amount of interest payable in respect of that Note for that Interest Period;

"**Interest Commencement Date**" means the Issue Date of the Notes or such other date as may be specified as the Interest Commencement Date in the relevant Notes Final Terms;

"**Interest Determination Date**" has the meaning given in the relevant Notes Final Terms;

"**Interest Payment Date**" means the First Interest Payment Date and any other date or dates specified as such in, or determined in accordance with the provisions of, the relevant Notes Final Terms and, if a Business Day Convention is specified in the relevant Notes Final Terms:

(a) as the same may be adjusted in accordance with the relevant Business Day Convention; or

(b) if the Business Day Convention is the FRN Convention, Floating Rate Convention or Eurodollar Convention and an interval of a number of calendar months is specified in the relevant Notes Final Terms as being the Specified Period, each of such dates as may occur

in accordance with the FRN Convention, Floating Rate Convention or Eurodollar Convention at such Specified Period of calendar months following the Interest Commencement Date (in the case of the First Interest Payment Date) or the previous Interest Payment Date (in any other case);

"**Interest Period**" means each period beginning on (and including) the Interest Commencement Date or any Interest Payment Date and ending on (but excluding) the next Interest Payment Date;

"**ISDA**" means the International Swaps and Derivatives Association, Inc.;

"**ISDA Definitions**" has the meaning given in the relevant Notes Final Terms;

"**ISIN**" means International Securities Identification Number Code.

"**Issue Date**" has the meaning given in the relevant Notes Final Terms;

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

"**Law 11/2015**" means Law 11/2015, of 18 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 or replaced from time to time;

"**Loss Absorbing Power**" means any power existing from time to time under, and exercised in compliance with, any laws, regulations, rules or requirements in effect in the Kingdom of Spain, relating to (i) the implementation of the BRRD (including but not limited to, Law 11/2015, Royal Decree 1012/2015 and any other implementing regulations) as amended or superseded from time to time, (ii) the SRM Regulation and (iii) the instruments, rules and standards created thereunder, pursuant to which, among others, any obligation of a Regulated Entity (or an affiliate of such Regulated Entity) can be reduced, cancelled, suspended, modified, or converted into shares, other securities, or other obligations of such Regulated Entity (or affiliate of such Regulated Entity).

Accordingly, the exercise of the Loss Absorbing Power by the Relevant Resolution Authority may include and result in any of the following, or some combination thereof:

(a) the reduction of all, or a portion of, the Amounts Due on a permanent basis;

(b) the conversion of all, or a portion of, the Amounts Due into shares, other securities or other obligations of the Issuer or another person (and the issue to the holders of such shares, securities or obligations), including by means of an amendment, modification or variation of the terms of the Notes, in which case the Holder agrees to accept in lieu of its rights under the Notes any such shares, other securities or other obligations of the Issuer or another person;

(c) the cancellation of the Notes or Amounts Due;

(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

(e) the amendment of the terms of the Notes;

"**Margin**" means:

(a) in the case of Notes in relation to which Floating Rate Note Provisions are specified in the relevant Notes Final Terms as being applicable, the margin(s) specified in the relevant Notes Final Terms; and

(b) in the case of Notes in relation to which Reset Note Provisions are specified in the relevant Notes Final Terms as being applicable, the First Margin and/or the Subsequent Margin(s), as the case may be, as specified in the relevant Notes Final Terms;

"**Maturity Date**" has the meaning given in the relevant Notes Final Terms;

"**Maximum Rate of Interest**" has the meaning given in the relevant Notes Final Terms;

"**Maximum Redemption Amount**" has the meaning given in the relevant Notes Final Terms;

"**Mid-Swap Maturity**" has the meaning given in the relevant Notes Final Terms;

"**Mid-Swap Floating Leg Benchmark Rate**" means the rate as specified in the relevant Notes Final Terms;

"**Mid-Swap Rate**" means, in relation to a Reset Determination Date and subject to Condition 6 (*Reset Note Provisions*), either:

(a) if Single Mid-Swap Rate is specified in the relevant Notes Final Terms, the rate for swaps in the Specified Currency:

(i) with a term equal to the relevant Reset Period; and

(ii) commencing on the relevant Reset Date,

which appears on the Relevant Screen Page; or

(b) if Mean Mid-Swap Rate is specified in the relevant Notes Final Terms, the arithmetic mean (expressed as a percentage rate per annum and rounded, if necessary, to the nearest 0.001% (0.0005% being rounded upwards)) of the bid and offered swap rate quotations for swaps in the Specified Currency:

(i) with a term equal to the relevant Reset Period; and

(ii) commencing on the relevant Reset Date,

which appear on the Relevant Screen Page,

in either case, as at approximately 11.00 a.m. in the Relevant Financial Centre of the Specified Currency on such Reset Determination Date, all as determined by the Calculation Agent;

"**Minimum Rate of Interest**" for any Interest Period has the meaning given in the Notes Final Terms but shall never be less than zero, including any relevant margin;

"**Minimum Redemption Amount**" has the meaning given in the relevant Notes Final Terms;

"**MREL**" means the "minimum requirement for own funds and eligible liabilities" for credit institutions under the BRRD, as implemented in Spain (including, but not limited to, by Law 11/2015, Royal Decree 1012/2015 and any other implementing regulations), set in accordance with article 45 of the BRRD, Commission Delegated Regulation (EU) 2016/1450 of 23 May 2016, supplementing Directive 2014/59/EU of the European Parliament and of the Council with regard to regulatory technical standards specifying the criteria relating to the methodology for setting the minimum requirement for own funds and eligible liabilities, or any successor

requirement under EU legislation and relevant implementing legislation and regulation in the Kingdom of Spain;

"**MREL Disqualification Event**" means at any time that all or part of the Outstanding Principal Amount of the Notes where the MREL Disqualification Event has been specified as applicable in the relevant Notes Final Terms does not fully qualify as MREL-Eligible Instruments of the Group, except where such non-qualification (i) is due solely to the remaining maturity of the relevant Notes (as applicable) being less than any period prescribed for MREL-Eligible Instruments by the Applicable Banking Regulations as at the Issue Date or (ii) is as a result of the relevant Notes (as applicable) being bought back by or on behalf of the Issuer or a buy back of the relevant Notes which is funded by or on behalf of the Issuer or (iii) in the case of Ordinary Senior Notes, is due to the relevant Ordinary Senior Notes not meeting any requirement in connection with their ranking upon the insolvency of the Issuer or any limitation on the amount of such Notes that may be eligible for inclusion in the amount of MREL-Eligible Instruments of the Group.

"**MREL-Eligible Instrument**" means an instrument included in the Eligible Liabilities which is available to meet the MREL Requirements for the purposes of the Applicable Banking Regulations;

"**MREL Requirements**" means the minimum requirement for own funds and eligible liabilities applicable to the Group under the Applicable Banking Regulations;

"**Optional Redemption Amount (Call)**" means, in respect of any Note, its Outstanding Principal Amount or such other amount as may be specified in the relevant Notes Final Terms;

"**Optional Redemption Amount (Put)**" means, in respect of any Note, its Outstanding Principal Amount or such other amount as may be specified in the relevant Notes Final Terms;

"**Optional Redemption Amount (Residual Call)**" means, in respect of any Note, its Outstanding Principal Amount or such other amount as may be specified in the relevant Notes Final Terms;

"**Optional Redemption Date (Call)**" means any date so specified in the relevant Notes Final Terms and/or any date falling in the Optional Redemption Period (call) specified in the relevant Notes Final Terms, the first and last days inclusive;

"**Optional Redemption Period (call)**" has the meaning given in the relevant Notes Final Terms;

"**Optional Redemption Date (Put)**" has the meaning given in the relevant Notes Final Terms;

"**Ordinary Senior Notes**" has the meaning given in Condition 4(a) (*Status — Status of the Senior Notes*);

"**outstanding**" means, in relation to the Notes, all the Notes issued other than those Notes (a) that have been redeemed; (b) that have been purchased (or acquired) and cancelled; (c) that have been substituted and cancelled or (d) that have become void or in respect of which claims have prescribed, provided that for each of the following purposes, namely:

(a) the right to attend and vote at any meeting of Holders, passing an Extraordinary Resolution in writing or an Extraordinary Resolution by way of electronic consents given through Iberclear as envisaged by these Conditions of the Notes; and

(b) the determination of how many and which Notes are for the time being outstanding for the purposes of Condition 17 (*Meeting of Holders; Modification and Waiver*),

those Notes (if any) which are for the time being held by or for the benefit of the Issuer or any of its Subsidiaries shall (unless and until ceasing to be so held) be deemed not to remain outstanding;

"**Outstanding Principal Amount**" means the principal amount of the Note on the Issue Date as reduced by any partial redemptions or repurchases from time to time or as adjusted as required by, or in application of, the Applicable Banking Regulations;

"**Payment Business Day**" means any day which is a TARGET Settlement Day and a day on which dealings in foreign currencies may be carried on in each (if any) Additional Financial Centre;

"**Person**" means any individual, company, corporation, firm, partnership, joint venture, association, organisation, state or agency of a state or other entity, whether or not having separate legal personality;

"**Principal Financial Centre**" means the principal financial centre of such member state of the European Union as is selected (in the case of a payment) by the payee or (in the case of a calculation) by the Calculation Agent;

"**Put Option Notice**" means a notice which must be delivered to the relevant Iberclear Participant by any Holder wanting to exercise a right to redeem a Note at the option of the Holder;

"**Qualifying Notes**" means, at any time, any securities denominated in the Specified Currency and issued directly or indirectly by the Issuer where such securities:

(a) have terms not materially less favourable to the Holders than the terms of the Notes with any differences between their terms and conditions and these Terms and Conditions of the Notes being those strictly necessary to (i) in the case of a Capital Event, comply with the then current requirements of the Competent Authority in relation to Tier 2 Capital in accordance with the Applicable Banking Regulations; (ii) in the case of a Tax Event, cure the relevant Tax Event; and/or (iii) in the case of a MREL Disqualification Event, comply with the then current requirements for MREL-Eligible Instruments in accordance with Applicable Banking Regulations; and

(b) subject to (a) above, shall (i) rank at least equal to the ranking of the Notes set out in the relevant Notes Final Terms, (ii) have the same currency, the same Outstanding Principal Amount and aggregate Outstanding Principal Amount, the same (or higher) Rate of Interest, the same Interest Payment Dates, the same maturity date and redemption rights as those from time to time applying to the Notes prior to the relevant variation or substitution; (iii) comply with the then current requirements of Applicable Banking Regulations (in the case of a Capital Event) in relation to Tier 2 Capital or (in the case of a MREL Disqualification Event) to MREL-Eligible Instruments; (iv) preserve any existing rights under the Notes to any accrued interest or other amounts which have not been paid; (v) are assigned (or maintain) at least the same solicited credit ratings as were assigned to the Notes immediately prior to such variation or substitution, and (vi) shall not at the time immediately following such substitution and variation, be subject to a Capital Event, a MREL Disqualification Event and/or a Tax Event (as applicable, to the extent specified in the relevant Notes Final Terms); and

(c) are (i) listed and admitted to trading on AIAF or (ii) listed on a Recognised Stock Exchange, if the Notes were listed immediately prior to such variation or substitution.

For the avoidance of doubt, any variation in the ranking of the relevant Notes as set out in Condition 4 (*Status*) resulting from any such substitution or variation shall not be subject to the condition of not being materially less favourable to the interests of the Holders of the Notes 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 4 (*Status*) on the issue date of such Notes;

"**Rate of Interest**" means (i) in the case of Notes other than Reset Notes, the rate or rates (expressed as a percentage per annum) of interest payable in respect of the Notes specified in the relevant Notes Final Terms or calculated or determined in accordance with the provisions of these Terms and Conditions of the Notes and/or the relevant Notes Final Terms; and (ii) in the case of Reset Notes, the Initial Rate of Interest, the First Reset Rate of Interest or the Subsequent Reset Rate of Interest, as applicable;

"**Rating Agency**" means any of S&P Global Ratings Europe Limited, Moody's Investors Service España, S.A., Fitch Ratings Ireland Limited or DBRS Ratings GmbH or their respective successors;

"**Recognised Stock Exchange**" means a regulated, regularly operating, recognised stock exchange or securities market in an OECD member state;

"**Redemption Amount**" means, as appropriate, the Final Redemption Amount, the Early Redemption Amount, the Early Redemption Amount (Zero Coupon), the Optional Redemption Amount (Call), the Optional Redemption Amount (Residual Call), the Optional Redemption Amount (Put) or such other amount in the nature of a redemption amount as may be specified in the relevant Notes Final Terms;

"**Reference Bond Price**" means, with respect to any Reset Determination Date (i) the arithmetic average (as determined by the Calculation Agent) of the Reference Government Bond Dealer Quotations for such Reset Determination Date, after excluding the highest and lowest such Reference Government Bond Dealer Quotations, or (ii) if fewer than five such Reference Government Bond Dealer Quotations are received, the arithmetic average (as determined by the Calculation Agent) of all such quotations;

"**Reference Bond Rate**" means, with respect to any Reset Period, the rate per annum equal to the yield to maturity or interpolated yield to maturity (on the relevant day count basis) of the Reset Reference Bond, assuming a price for the Reset Reference Bond (expressed as a percentage of its principal amount) equal to the Reference Bond Price for such Reset Determination Date, as determined by the Calculation Agent, provided that if only one Reference Government Bond Dealer Quotation is received or if no Reference Government Bond Dealer Quotations are received in respect of the determination of the Reference Bond Price, the Rate of Interest shall not be determined by reference to the Reference Bond Rate and the Rate of Interest shall instead be, in the case of the First Reset Rate of Interest, the Initial Rate of Interest and, in the case of any Subsequent Reset Rate of Interest, the Rate of Interest as at the last preceding Reset Date (though substituting, where a different Margin is to be applied to the relevant Reset Period from that which applied to the last preceding Reset Period, the Margin relating to the relevant Reset Period, in place of the Margin relating to that last preceding Reset Period);

"**Reference Government Bond Dealer**" means each of five banks selected by the Issuer (following, where practicable, consultation with the Calculation Agent) or their affiliates, which

are (i) primary government securities dealers, and their respective successors, or (ii) market makers in pricing corporate bond issues;

"**Reference Government Bond Dealer Quotations**" means, with respect to any Reference Government Bond Dealer and any Reset Determination Date, the arithmetic average, as determined by the Calculation Agent, of the bid and offered prices for the Reset Reference Bond (expressed in each case as a percentage of its principal amount) as at the Reset Determination Time and quoted in writing to the Calculation Agent by such Reference Government Bond Dealer;

"**Reference Rate**" means EURIBOR or €STR as specified in the relevant Notes Final Terms in respect of the period specified in the relevant Notes Final Terms. The term Reference Rate shall, following the occurrence of a Benchmark Event under Condition 9 (*Benchmark Discontinuation*), include any Successor Rate or Alternative Rate and shall, if a Benchmark Event should occur subsequently in respect of any such Successor Rate or Alternative Rate, also include any further Successor Rate or further Alternative Rate;

"**Regular Period**" means:

(a) in the case of Notes where interest is scheduled to be paid only by means of regular payments, each period from and including the Interest Commencement Date to but excluding the first Interest Payment Date and each successive period from and including one Interest Payment Date to but excluding the next Interest Payment Date;

(b) in the case of Notes where, apart from the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where "**Regular Date**" means the day and month (but not the year) on which any Interest Payment Date falls; and

(c) in the case of Notes where, apart from one Interest Period other than the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where "**Regular Date**" means the day and month (but not the year) on which any Interest Payment Date falls other than the Interest Payment Date falling at the end of the irregular Interest Period;

"**Regulated Entity**" means any entity to which BRRD, as implemented in Spain (including but not limited to, by Law 11/2015, Royal Decree 1012/2015 and any other implementing regulations) and as amended or superseded from time to time, or any other Spanish piece of legislation relating to the Loss Absorbing Power, applies, which includes, certain credit institutions, investment firms, and certain of their parent or holding companies;

"**Relevant Date**" means, in relation to any payment, the date on which the payment in question first becomes due;

"**Relevant Financial Centre**" has the meaning given in the relevant Notes Final Terms;

"**relevant Holders**" has the meaning give in Condition 17(b)(i) (*Resolutions of Holders; Modification and Waiver - Convening meetings - Meetings convened by the Issuer*);

"**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 either the relevant benchmark or the administrator of the relevant 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 either the relevant benchmark or the administrator of the relevant 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;

"**Relevant Resolution Authority**" means the *Fondo de Resolución Ordenada Bancaria (FROB)*, the Single Resolution Board (SRB) established pursuant to the SRM Regulation and/or any other authority entitled to exercise or participate in the exercise of any Loss Absorbing Power from time to time;

"**Relevant Screen Page**" means the page, section or other part of a particular information service (including, without limitation, Reuters) specified as the Relevant Screen Page in the relevant Notes Final Terms, or such other page, section or other part as may replace it on that information service or such other information service, in each case, as may be nominated by the Person providing or sponsoring the information appearing there for the purpose of displaying rates or prices comparable to the Reference Rate;

"**Relevant Time**" has the meaning given in the relevant Notes Final Terms;

"**Reset Date**" means the First Reset Date, the Second Reset Date and each Subsequent Reset Date (as applicable), in each case as adjusted (if so specified in the relevant Notes Final Terms) in accordance with Condition 5 (*Fixed Rate Note Provisions*) as if the relevant Reset Date was an Interest Payment Date;

"**Reset Determination Date**" means, in respect of the First Reset Period, the second Business Day prior to the First Reset Date, in respect of the first Subsequent Reset Period, the second Business Day prior to the Second Reset Date and, in respect of each Subsequent Reset Period thereafter, the second Business Day prior to the first day of each such Subsequent Reset Period, or in each case as specified in the relevant Notes 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 on such Reset Determination Date or such other time as may be specified in the relevant Notes Final Terms;

"**Reset Note**" means a Note that bears interest at an initial fixed rate of interest from (and including) the Interest Commencement Date until (but excluding) the First Reset Date at the rate per annum equal to the Initial Rate of Interest, that will be reset as described in Condition 6 (*Reset Notes Provisions*) on the First Reset Date, the Second Reset Date (if applicable) and each Subsequent Reset Date (if any) thereafter;

"**Reset Period**" means the First Reset Period or a Subsequent Reset Period, as the case may be;

"**Reset Reference Bond**" means for 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 deemed to be Germany) agreed between the Issuer and the Determination Agent as having the nearest actual or interpolated maturity comparable with the relevant Reset Period and that (in the opinion of the Issuer, after consultation with the

Determination Agent) 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 the relevant Reset Period;

"**Reset Reference Rate**" means either (i) the Mid-Swap Rate, or (ii) the Reference Bond Rate, as specified in the relevant Notes Final Terms;

"**Royal Decree 84/2015**" means Royal Decree 84/2015, of 13 February, implementing Law 10/2014 (*Real Decreto 84/2015, de 13 de febrero, por el que se desarrolla la Ley 10/2014, de 26 de junio, de ordenación, supervisión y solvencia de entidades de crédito*), as amended or replaced from time to time;

"**Royal Decree 1012/2015**" means Royal Decree 1012/2015, of 6 November, developing Law 11/2015 (*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 or replaced from time to time;

"**Second Reset Date**" means the date specified in the relevant Notes Final Terms;

"**Senior Non-Preferred Notes**" has the meaning give in Condition 4(a) (*Status - Status of the Senior Notes*);

"**Senior Non-Preferred Liabilities**" means any unsecured and unsubordinated non preferred ordinary obligations (*créditos ordinarios no preferentes*) of the Issuer under Additional Provision 14.2 of Law 11/2015 and any other obligations which, by law and/or by their terms, and to the extent permitted by Spanish law, rank *pari passu* with the Senior Non-Preferred Liabilities;

"**Senior Notes**" has the meaning give in Condition 4(a) (*Status - Status of the Senior Notes*);

"**Senior Preferred Liabilities**" means any unsecured and unsubordinated obligations (*créditos ordinarios*) of the Issuer, other than the Senior Non-Preferred Liabilities;

"**Senior Subordinated Notes**" has the meaning given in Condition 4(b) (*Status - Status of the Subordinated Notes*);

"**Spanish Central Registry**" has the meaning given in Condition 3(c) (*Form, Denomination, Title and Transfer —Title and Transfer*);

"**Specified Currency**" has the meaning given in the relevant Notes Final Terms;

"**Specified Denomination(s)**" has the meaning given in the relevant Notes Final Terms;

"**Specified Period**" has the meaning given in the relevant Notes Final Terms;

"**SRM Regulation**" means Regulation (EU) No 806/2014, of 15 July, 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 ("**SRM**") and a Single Resolution Fund and amending Regulation (EU) No 1093/2010, as amended by SRM Regulation II and as further amended or replaced from time to time;

"**SRM Regulation II**" means Regulation (EU) 2019/877 of the European Parliament and of the Council of 20 May 2019 amending the SRM Regulation as regards the loss-absorbing and recapitalisation capacity of credit institutions and investment firms;

"**Subordinated Notes**" has the meaning given in Condition 4(b) (*Status — Status of the Subordinated Notes*);

"**Subsequent Margin**" means the margin specified as such in the relevant Notes Final Terms;

"**Subsequent Reset Date**" means the date or dates specified in the relevant Notes Final Terms;

"**Subsequent Reset Period**" means the period from (and including) the Second Reset Date to (but excluding) the next Subsequent Reset Date, and each successive period from (and including) a Subsequent Reset Date to (but excluding) the next succeeding Subsequent Reset Date;

"**Subsequent Reset Rate of Interest**" means, in respect of any Subsequent Reset Period and subject to Condition 6 (*Reset Note Provisions*), the rate of interest determined by the Calculation Agent on the relevant Reset Determination Date as the sum of the relevant Reset Reference Rate and the relevant Subsequent Margin, adjusted as necessary;

"**Subsidiary**" means any entity over which another entity has, directly or indirectly, control in accordance with article 42 of the Spanish Commercial Code (*Código de Comercio*), Rule 43 of Circular 4/2017, of 27 November, of the Bank of Spain and Applicable Banking Regulations;

"**Successor Rate**" means a successor to or replacement of the Mid-Swap Floating Leg Benchmark Rate or Reference Rate (as applicable) which is formally recommended by any Relevant Nominating Body;

"**Supervisory Permission**" means, in relation to any action, such supervisory permission (or, as appropriate, waiver) as is required therefor under prevailing Applicable Banking Regulations (if any);

"**T2**" means the real time gross settlement system operated by the Eurosystem or any successor system;

"**TARGET Settlement Day**" means any day on which T2 is open for the settlement of payments in euro;

"**Tax Event**" means a change in, or amendment to, the laws or regulations of the Kingdom of Spain (including, for the avoidance of doubt, any political subdivision thereof or any authority or agency therein or thereof having power to tax), or any change in the official application or 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 first Tranche of the Notes and that results in:

(a) the Issuer not being entitled to claim a deduction in computing taxation liabilities in the Kingdom of Spain in respect of any payments of interest in respect of the Notes or the value of such deduction to the Issuer being materially reduced; or

(b) the Issuer being obliged to pay additional amounts pursuant to Condition 12 (*Taxation*); or

(c) the applicable tax treatment of the Notes changes in a material way that was not reasonably foreseeable at the date on which agreement was reached to issue the first Tranche of the Notes,

and, in each case, cannot be avoided by the Issuer taking reasonable measures available to it;

"**Tier 2 Capital**" means tier 2 capital (*capital de nivel 2*) in accordance with Chapter 4 (*Tier 2 Capital*) of Title I (*Elements of own funds*) of Part Two (*Own Funds*) of the CRR and/or the Applicable Banking Regulations;

"**Tier 2 Instrument**" means any instrument of the Issuer qualifying as Tier 2 Capital in whole or in part from time to time;

"**Tier 2 Subordinated Notes**" has the meaning given in Condition 4(b) (*Status — Status of the Subordinated Notes*); and

"**Waived Set-Off Rights**" means any and all rights of or claims of any Holder for deduction, set-off, netting, compensation, retention or counterclaim arising directly or indirectly under or in connection with any Note.

(b) *Interpretation*: In these Terms and Conditions of the Notes:

(i) any reference to principal shall be deemed to include the Redemption Amount, any premium payable in respect of a Note and any other amount in the nature of principal payable pursuant to these Terms and Conditions of the Notes;

(ii) any reference to interest shall be deemed to include any additional amounts in respect of interest which may be payable under Condition 12 (*Taxation*) and any other amount in the nature of interest payable pursuant to these Terms and Conditions of the Notes;

(iii) if an expression is stated in Condition 2(a) (*Definitions*) to have the meaning given in the relevant Notes Final Terms, but the relevant Notes Final Terms gives no such meaning or specifies that such expression is "not applicable" then such expression is not applicable to the Notes; and

(iv) 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, restated or replaced.

3. Form, Denomination, Title and Transfer

(a) *Form and denomination*: The Notes will be issued in uncertified, dematerialised book-entry form (*anotaciones en cuenta*) in the Aggregate Nominal Amount, in the Specified Denomination and in the Specified Currency, provided that the minimum Specified Denomination shall be €100,000.

(b) *Registration, clearing and settlement*: The Notes will be registered with Iberclear, which is the Spanish central securities depository, with its registered office at Plaza de la Lealtad, 1, 28014, Madrid, Spain. Holders of a beneficial interest in the Notes who do not have, directly or indirectly through their custodians, a participating account with Iberclear may hold the Notes through bridge accounts maintained by each of Euroclear and Clearstream, Luxembourg with Iberclear.

Iberclear will manage the settlement of the Notes, notwithstanding the Issuer's commitment to assist, when appropriate, on the settlement of the Notes through Euroclear and Clearstream, Luxembourg.

The information concerning the ISIN of the Notes will be stated in the Notes Final Terms.

(c) *Title and Transfer*: Title to the Notes will be evidenced by book-entries and each person shown in the central registry (the "**Spanish Central Registry**") managed by Iberclear and in the registries maintained by the respective Iberclear Participants as being the holder of the Notes

shall be (except as otherwise required by Spanish law) considered the holder of the principal amount of the Notes recorded therein. In these Terms and Conditions of the Notes, the "**Holder**" of a Note means the person in whose name such Note is for the time being registered in the Spanish Central Registry managed by Iberclear or, as the case may be, the relevant Iberclear Participant accounting book and when appropriate, means owners of a beneficial interest in the Notes.

One or more certificates (each, a "**Certificate**") attesting the holding of the Notes by the relevant Holder in the relevant registry will be delivered by the relevant Iberclear Participant or, where the Holder is itself an Iberclear Participant, by Iberclear (in each case, in accordance with the requirements of Spanish law and the relevant Iberclear Participant's or, as the case may be, Iberclear's procedures) to such Holder upon such Holder's request.

The Notes will be issued without any restrictions on their free transferability. Consequently, the Notes may be transferred and title to the Notes may pass (subject to Spanish law and to compliance with all applicable rules, restrictions and requirements of Iberclear or, as the case may be, the relevant Iberclear Participant) upon registration in the relevant registry of each Iberclear Participant and/or Iberclear itself, as applicable. Each Holder will be (except as otherwise required by Spanish law) treated as the absolute owner of the relevant Notes for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any interest or any writing on, or the theft or loss of, the Certificate issued in respect of it) and no person will be liable for so treating the Holder.

4. Status

The Notes are not, and will not be, secured and are the obligations of the Issuer and not guaranteed by any other entity.

The relevant Notes Final Terms will indicate whether the Notes are Senior Notes or Subordinated Notes and, in the case of Senior Notes, Ordinary Senior Notes or Senior Non-Preferred Notes, and in the case of Subordinated Notes, Senior Subordinated Notes or Tier 2 Subordinated Notes.

The payment obligations of the Issuer under the Notes are subject to, and may be limited by, the exercise of any Loss Absorbing Powers. The Notes are not subject to any set-off or netting arrangements that would undermine their capacity to absorb losses in resolution. The Notes are neither secured, nor subject to a guarantee or any other arrangement that enhances the seniority of the claims under the Notes.

(a) *Status of the Senior Notes:*

The payment obligations of the Issuer on account of principal under Notes which specify their status as Ordinary Senior Notes ("**Ordinary Senior Notes**") or as Senior Non-Preferred Notes ("**Senior Non-Preferred Notes**", together with the Ordinary Senior Notes, "**Senior Notes**") in the relevant Notes Final Terms constitute direct, unconditional, unsecured and unsubordinated obligations (*créditos ordinarios*) of the Issuer and, in accordance with the Insolvency Law and Additional Provision 14.2 of Law 11/2015, but subject to any other ranking that may apply as a result of any mandatory provision of law (or otherwise), upon the insolvency (*concurso*) of the Issuer (and unless they qualify as subordinated obligations (*créditos subordinados*) pursuant to article 281.1 of the Insolvency Law or equivalent legal provision which replaces it in the future), would rank:

(a) in the case of Ordinary Senior Notes:

(i) **senior** to (i) Senior Non-Preferred Liabilities and (ii) any subordinated obligations (*créditos subordinados*) of the Issuer in accordance with article 281.1 of the Insolvency Law; and

(ii) ***pari passu*** among themselves and with any Senior Preferred Liabilities; and

(b) in the case of Senior Non-Preferred Notes:

(i) **senior** to any subordinated obligations (*créditos subordinados*) of the Issuer in accordance with article 281.1 of the Insolvency Law;

(ii) ***pari passu*** among themselves and with any Senior Non-Preferred Liabilities; and

(iii) **junior** to any Senior Preferred Liabilities.

The Senior Non-Preferred Notes constitute unsecured and senior non preferred obligations (*créditos ordinarios no preferentes*) under Additional Provision 14.2 of Law 11/2015 and, upon the insolvency (*concurso*) of the Issuer, the Senior Non-Preferred Notes will rank below any Senior Preferred Liabilities of the Issuer, and accordingly, claims in respect of Senior Non-Preferred Notes shall be paid after payment of any Senior Preferred Liabilities of the Issuer.

Therefore, the Senior Non-Preferred Notes will be effectively subordinated to claims against the insolvency estate (créditos contra la masa), privileged obligations (créditos privilegiados) and any other ordinary obligations (créditos ordinarios) of the Issuer, other than non preferred ordinary obligations (créditos ordinarios no preferentes), including without limitation, any Senior Preferred Liabilities. The Senior Preferred Liabilities would include as of the date hereof, among others, its deposit obligations (other than the deposits obligations qualifying as privileged obligations (créditos con privilegio general) of the Issuer under Additional Provision 14.1 of Law 11/2015), its obligations in respect of derivatives and other financial contracts and its unsecured and unsubordinated debt securities other than Senior Non Preferred Liabilities.

According to the Insolvency Law, claims of Holders of Senior Notes in respect of interest accrued but unpaid as of the commencement of any insolvency procedure in respect of the Issuer shall constitute subordinated obligations (créditos subordinados) of the Issuer ranking in accordance with the provisions of article 281.1.3º of the Insolvency Law and accrual of interest shall be suspended from the date of the declaration of insolvency of the Issuer

(b) *Status of the Subordinated Notes:*

The payment obligations of the Issuer under Notes which specify their status as Subordinated Notes in the relevant Notes Final Terms ("**Subordinated Notes**", which may be, in turn, Senior Subordinated Notes ("**Senior Subordinated Notes**") or Tier 2 Subordinated Notes ("**Tier 2 Subordinated Notes**"), as specified in the relevant Notes Final Terms) constitute direct, unconditional, unsecured and subordinated obligations (*créditos subordinados*) of the Issuer and, in accordance with article 281.1 of the Insolvency Law and Additional Provision 14.3 of Law 11/2015, but subject to any other ranking that may apply as a result of any mandatory provision of law (or otherwise), upon the insolvency (*concurso*) of the Issuer :

(a) payment obligations of the Issuer on account of principal under the relevant Subordinated Notes for so long as they do not constitute Additional Tier 1 Instruments or Tier 2 Instruments of the Issuer would rank:

(i) **senior** to (i) any subordinated obligations (*créditos subordinados*) of the Issuer under Additional Tier 1 Instruments or Tier 2 Instruments; (ii) any claims for the

liquidation amount of the ordinary shares of the Issuer; and (iii) any other subordinated obligations (*créditos subordinados*) of the Issuer which by law and/or by their terms, to the extent permitted by Spanish law, rank junior to the Issuer's obligations under the relevant Subordinated Notes;

(ii) ***pari passu*** among themselves and with (i) all other contractually subordinated obligations (*créditos subordinados*) of the Issuer according to article 281.1.2º of the Insolvency law on account of principal under instruments which do not constitute Additional Tier 1 Instruments or Tier 2 Instruments; and (ii) any other subordinated obligations (*créditos subordinados*) of the Issuer which by law and/or by their terms, and to the extent permitted by Spanish law, rank *pari passu* with the Issuer's obligations under the relevant Subordinated Notes; and

(iii) **junior** to (i) any unsecured and unsubordinated obligations (*créditos ordinarios*) of the Issuer (including any payment obligations of the Issuer on account of principal under Senior Non-Preferred Liabilities); and (ii) any other subordinated obligations (*créditos subordinados*) of the Issuer which by law and/or by their terms, and to the extent permitted by Spanish law, rank senior to the Issuer's obligations under the relevant Subordinated Notes.

Senior Subordinated Notes are expected to rank as provided in paragraph (a) above on the basis that such Notes are not intended to qualify as Tier 2 Capital of the Issuer and/or the Group;

(b) payment obligations of the Issuer under the relevant Subordinated Notes for so long as they constitute Tier 2 Instruments of the Issuer would rank:

(i) **senior** to (i) any subordinated obligations (*créditos subordinados*) of the Issuer under Additional Tier 1 Instruments; (ii) any claims for the liquidation amount of the ordinary shares of the Issuer; and (iii) any other subordinated obligations (*créditos subordinados*) of the Issuer which by law and/or by their terms, to the extent permitted by Spanish law, rank junior to the Issuer's obligations under Tier 2 Instruments;

(ii) ***pari passu*** among themselves and with (i) any other subordinated obligations (*créditos subordinados*) of the Issuer under Tier 2 Instruments; and (ii) any other subordinated obligations (*créditos subordinados*) under the Issuer which by law and/or by their terms, to the extent permitted by Spanish law, *rank pari* passu with the Issuer's obligations under Tier 2 Instruments; and

(iii) **junior** to (i) any unsecured and unsubordinated obligations (*créditos ordinarios*) of the Issuer; (ii) any subordinated obligations (*créditos subordinados*) of the Issuer under instruments which do not constitute Additional Tier 1 Instruments or Tier 2 Instruments; and (iii) any other subordinated obligations (*créditos subordinados*) of the Issuer which by law and/or by their terms, to the extent permitted by Spanish law, rank senior to Issuer's obligations under Tier 2 Instruments.

Tier 2 Subordinated Notes are expected to rank as provided in paragraph (b) above on the basis that such Notes are intended to qualify as Tier 2 Capital of the Issuer and/or the Group.

Pursuant to Additional Provision 14.3 of Law 11/2015, the obligations of the Issuer under 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 obligations (*créditos subordinados*) of the Issuer under article 281.1 of the Insolvency Law and will be paid after them.

5. Fixed Rate Note Provisions

(a) *Application*: This Condition 5 is applicable to the Notes only if the Fixed Rate Note Provisions are specified in the relevant Notes Final Terms as being applicable.

(b) *Accrual of interest*: The Notes bear interest on their Outstanding Principal Amount from (and including) the Interest Commencement Date at the Rate of Interest payable in arrear on each Interest Payment Date, subject as provided in Condition 11 (*Payments*). Each Note will cease to bear interest from the due date for final redemption unless payment of the Redemption Amount is improperly withheld or refused, in which case it will continue to bear interest in accordance with this Condition 5 (both before and after judgment) until the day on which all sums due in respect of such Note up to that day are received by or on behalf of the relevant Holder.

(c) *Fixed Coupon Amount*: The amount of interest payable in respect of each Note for any Interest Period shall be the relevant Fixed Coupon Amount.

(d) *Notes accruing interest otherwise than a Fixed Coupon Amount*: This Condition (d) shall apply to Notes which are Fixed Rate Notes only where the Notes Final Terms for such Notes specify that the Interest Payment Dates are subject to adjustment in accordance with the Business Day Convention specified therein. Except for any interest period for which a Fixed Coupon Amount and/or Broken Amount is specified in the relevant Notes Final Terms, the relevant amount of interest payable in respect of each Note for any Interest Period for such Notes shall be calculated by the Calculation Agent by multiplying the product of the Rate of Interest and the Calculation Amount by the relevant Day Count Fraction and rounding the resultant figure to the nearest sub-unit of the Specified Currency (half a sub-unit being rounded upwards) and multiplying such rounded figure by a fraction equal to the Specified Denomination of the relevant Note divided by the Calculation Amount. The Calculation Agent shall cause the relevant amount of interest and the relevant Interest Payment Date to be notified to the Issuer (if applicable) and to the Holders in accordance with Condition 19 (*Notices*) and, if the Notes are listed on a stock exchange and the rules of such exchange so requires, such exchange as soon as possible after their determination or calculation but in no event later than the fourth Business Day thereafter or, if earlier in the case of notification to the stock exchange, the time required by the rules of the relevant stock exchange.

(e) *Calculation of interest amount*: The amount of interest payable in respect of each Note for any period for which a Fixed Coupon Amount is not specified shall be calculated by applying the Rate of Interest to the Calculation Amount, multiplying the product by the relevant Day Count Fraction, rounding the resulting figure to the nearest sub-unit of the Specified Currency (half a sub-unit being rounded upwards) and multiplying such rounded figure by a fraction equal to the Specified Denomination of such Note divided by the Calculation Amount. For this purpose a "**sub-unit**" means, in the case of any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, in the case of euro, means one cent.

6. Reset Note Provisions

(a) *Application*: This Condition is applicable to the Notes only if the Reset Note Provisions are specified in the relevant Notes Final Terms as being applicable.

(b) *Accrual of interest*: The Notes shall bear interest on their Outstanding Principal Amount:

(i) from (and including) the Interest Commencement Date until (but excluding) the First Reset Date at the rate per annum equal to the Initial Rate of Interest;

(ii) from (and including) the First Reset Date until (but excluding) the Second Reset Date or, if no such Second Reset Date is specified in the relevant Notes Final Terms, the Maturity Date at the rate per annum equal to the First Reset Rate of Interest; and

(iii) for each Subsequent Reset Period thereafter (if any), at the rate per annum equal to the relevant Subsequent Reset Rate of Interest,

payable, in each case, in arrear on the Interest Payment Date(s) so specified in the relevant Notes Final Terms (subject to adjustment as described in Condition 5 (*Fixed Rate Note Provisions*) and on the Maturity Date and subject further as provided in Condition 11 (*Payments*)).

(c) *Maximum or Minimum Rate of Interest*: If any Maximum Rate of Interest or Minimum Rate of Interest is specified in the relevant Notes Final Terms, then the Rate of Interest shall in no event be greater than the maximum or be less than the minimum so specified. Unless otherwise stated in the relevant Notes Final Terms, the Minimum Rate of Interest shall be deemed to be zero.

(d) *Rate of Interest*: The Rate of Interest and the Interest Amount payable shall be determined by the Calculation Agent, (A) in the case of the Rate of Interest, at or as soon as practicable after each time at which the Rate of Interest is to be determined, and (B) in the case of the Interest Amount in accordance with the provisions for calculating amounts of interest in Condition 5 (*Fixed Rate Note Provisions*).

(e) *Fallbacks*: If on any Reset Determination Date the Relevant Screen Page is not available or the Mid-Swap Rate does not appear on the Relevant Screen Page (other than in the circumstances provided for in Condition 9 (*Benchmark Discontinuation*)), the First Reset Rate of Interest or the Subsequent Reset Rate of Interest (as applicable) shall be determined to be the Rate of Interest as at the last preceding Reset Date or, in the case of the first Reset Determination Date, the First Reset Rate of Interest shall be the Initial Rate of Interest (though substituting, where a different Margin is to be applied to the relevant Reset Period from that which applied to the last preceding Reset Period, the Margin relating to the relevant Reset Period, in place of the Margin relating to that last preceding Reset Period).

(f) *Publication*: The Calculation Agent will cause each Rate of Interest determined by it to be notified to the Issuer (if applicable) and each competent authority, stock exchange and/or quotation system (if any) by which the Notes have then been admitted to listing, trading and/or quotation as soon as practicable after such determination but in any event not later than the relevant Reset Date. Notice thereof shall also promptly be given to the Holders.

(g) *Notifications, etc*: All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition by the Calculation Agent will (in the absence of manifest error) be binding on the Issuer (if applicable), the Holders and (subject as aforesaid) no liability to any such Person will attach to the Calculation Agent in connection with the exercise or non-exercise by it of its powers, duties and discretions for such purposes.

7. Floating Rate Note Provisions

(a) *Application*: This Condition 7 is applicable to the Notes only if the Floating Rate Note Provisions are specified in the relevant Notes Final Terms as being applicable.

(b) *Accrual of interest*: The Notes bear interest on their Outstanding Principal Amount from (and including) the Interest Commencement Date at the Rate of Interest payable in arrear on each Interest Payment Date, subject as provided in Condition 11 (*Payments*). Each Note will cease to bear interest from the due date for final redemption unless payment of the Redemption Amount is improperly withheld or refused, in which case it will continue to bear interest in accordance with this Condition (both before and after judgment) until the day on which all sums due in respect of such Note up to that day are received by or on behalf of the relevant Holder.

(c) *Screen Rate Determination*: If Screen Rate Determination is specified in the relevant Notes Final Terms as the manner in which the Rate(s) of Interest is/are to be determined, the Rate of Interest applicable to the Notes for each Interest Period will be (other than in respect of Notes for which €STR or any related index is specified as Reference Rate in the relevant Notes Final Terms) determined by the Calculation Agent on the following basis:

(A) if the Reference Rate is a composite quotation or customarily supplied by one entity, the Calculation Agent will determine the Reference Rate which appears on the Relevant Screen Page as of the Relevant Time on the relevant Interest Determination Date;

(B) if Linear Interpolation is specified as applicable in respect of an Interest Period in the relevant Notes Final Terms, the Rate of Interest for such Interest Period shall be calculated by the Calculation Agent by straight-line linear interpolation by reference to two rates which appear on the Relevant Screen Page as of the Relevant Time on the relevant Interest Determination Date, where:

(1) one rate shall be determined as if the relevant Interest Period were the period of time for which rates are available next shorter than the length of the relevant Interest Period; and

(2) the other rate shall be determined as if the relevant Interest Period were the period of time for which rates are available next longer than the length of the relevant Interest Period;

provided, however, that if no rate is available for a period of time next shorter or, as the case may be, next longer than the length of the relevant Interest Period, then the Calculation Agent shall (other than in the circumstances described in Condition 9 (*Benchmark Discontinuation*)) calculate the Rate of Interest at such time and by reference to such sources as the Issuer, in consultation with an Independent Financial Adviser appointed by the Issuer, and such Independent Financial Adviser acting in good faith and in a commercially reasonable manner, determines appropriate; and

(C) in any other case, the Calculation Agent will determine the arithmetic mean of the Reference Rates which appear on the Relevant Screen Page as of the Relevant Time on the relevant Interest Determination Date;

and the Rate of Interest for such Interest Period shall be the sum of the Margin and the rate or (as the case may be) the arithmetic mean so determined; *provided, however, that* if, in the case of (A) above, such rate does not appear on that page or, in the case of (C) above, fewer than two such rates appear on that page or if, in either case, the Relevant Screen Page is unavailable, the Rate of Interest applicable to the Notes during such Interest Period will be the sum of the Margin and the rate or (as the case may be) the arithmetic mean last determined in relation to the Notes in respect of a preceding Interest Period.

(d) *ISDA Determination*: If ISDA Determination is specified in the relevant Notes Final Terms as the manner in which the Rate(s) of Interest is/are to be determined, the Rate of Interest applicable to the Notes for each Interest Period will be the sum of the Margin and the relevant ISDA Rate where "**ISDA Rate**" in relation to any Interest Period means a rate equal to the Floating Rate that would be determined by the Calculation Agent under an interest rate swap transaction if the Calculation Agent were acting as Calculation Agent for that interest rate swap transaction under the terms of an agreement incorporating the ISDA Definitions and under which:

(A) if either "2006 ISDA Definitions" or "2021 ISDA Definitions" is specified to be as the applicable ISDA Definitions in the relevant Notes Final Terms:

(1) the Floating Rate Option is as specified in the relevant Notes Final Terms;

(2) the Designated Maturity, if applicable, is a period specified in the relevant Notes Final Terms;

(3) the relevant Reset Date, unless otherwise specified in the relevant Notes Final Terms, has the meaning given to it in the ISDA Definitions;

(4) if Linear Interpolation is specified as applicable in respect of an Interest Period in the relevant Notes Final Terms, the rate for such Interest Period shall be calculated by the Calculation Agent by straight-line linear interpolation by reference to two rates based on the relevant Floating Rate Option, where:

(i) one rate 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

(ii) the other rate 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 than the length of the relevant Interest Period or, as the case may be, next longer than the length of the relevant Interest Period, then the Calculation Agent shall (other than in the circumstances described in Condition 9 (*Benchmark Discontinuation*)) calculate the Rate of Interest at such time and by reference to such sources as the Issuer, in consultation with an Independent Financial Adviser appointed by the Issuer, and such Independent Financial Adviser acting in good faith and in a commercially reasonable manner, determines appropriate.

(5) if the specified Floating Rate Option is an Overnight Floating Rate Option, Compounding is specified to be applicable in the relevant Notes Final Terms and:

(i) if Compounding with Lookback is specified as the Compounding Method in the relevant Notes Final Terms, then (a) Compounding with Lookback is the Overnight Rate Compounding Method and (b) Lookback is the number of Applicable Business Days specified in the relevant Notes Final Terms;

(ii) if Compounding with Observation Period Shift is specified as the Compounding Method in the relevant Notes Final Terms, then (a) Compounding with Observation Period Shift is the Overnight Rate Compounding Method, (b) Observation Period Shift is the number of Observation Period Shift Business Days specified in the relevant Notes

Final Terms and (c) Observation Period Shift Additional Business Days, if applicable, are the days specified in the relevant Notes Final Terms; or

(iii) if Compounding with Lockout is specified as the Compounding Method in the relevant Notes Final Terms, then (a) Compounding with Lockout is the Overnight Rate Compounding Method, (b) Lockout is the number of Lockout Period Business Days specified in the relevant Notes Final Terms and (c) Lockout Period Business Days, if applicable, are the days specified in the relevant Notes Final Terms;

(6) if the specified Floating Rate Option is an Overnight Floating Rate Option, Averaging is specified to be applicable in the relevant Notes Final Terms and:

(i) if Averaging with Lookback is specified as the Averaging Method in the relevant Notes Final Terms, then (a) Averaging with Lookback is the Overnight Rate Averaging Method and (b) Lookback is the number of Applicable Business Days as specified in the relevant Notes Final Terms;

(ii) if Averaging with Observation Period Shift is specified as the Averaging Method in the relevant Notes Final Terms, then (a) Averaging with Observation Period Shift is the Overnight Rate Averaging Method, (b) Observation Period Shift is the number of Observation Period Shift Business Days specified in the relevant Notes Final Terms and (c) Observation Period Shift Additional Business Days, if applicable, are the days specified in the relevant Notes Final Terms; or

(iii) if Averaging with Lockout is specified as the Averaging Method in the relevant Notes Final Terms, then (a) Averaging with Lockout is the Overnight Rate Averaging Method, (b) Lockout is the number of Lockout Period Business Days specified in the relevant Notes Final Terms and (c) Lockout Period Business Days, if applicable, are the days specified in the relevant Notes Final Terms; and

(7) if the specified Floating Rate Option is an Index Floating Rate Option and Index Provisions are specified to be applicable in the relevant Notes Final Terms, the Compounded Index Method with Observation Period Shift shall be applicable and, (a) Observation Period Shift is the number of Observation Period Shift Business Days specified in the relevant Notes Final Terms and (b) Observation Period Shift Additional Business Days, if applicable, are the days specified in the relevant Notes Final Terms;

(B) references in the ISDA Definitions to:

(1) "**Confirmation**" shall be references to the relevant Notes Final Terms;

(2) "**Calculation Period**" shall be references to the relevant Interest Period;

(3) "**Termination Date**" shall be references to the Maturity Date;

(4) "**Effective Date**" shall be references to the Interest Commencement Date;

(C) if the "2021 ISDA Definitions" is specified to be as the applicable ISDA Definitions in the relevant Notes Final Terms:

(1) "**Administrator/Benchmark Event**" shall be disapplied;

(2) if the Temporary Non-Publication Fallback in respect of any specified Floating Rate Option is specified to be "Temporary Non-Publication Fallback – Alternative Rate" in the Floating Rate Matrix of the 2021 ISDA Definitions the reference to "Calculation Agent Alternative Rate Determination" in the definition of "Temporary Non-Publication Fallback – Alternative Rate" shall be replaced by "Temporary Non-Publication Fallback – Previous Day's Rate"; and

(D) unless otherwise defined, capitalised terms used in this Condition 7(d) shall have the meaning ascribed to them in the ISDA Definitions.

(e) *Interest – Floating Rate Notes referencing €STR* (Screen Rate Determination)

(A) This Condition 7(e) is applicable to the Notes only if the Floating Rate Note Provisions are specified in the relevant Notes Final Terms as being applicable, Screen Rate Determination is specified in the Notes Final Terms as the manner in which the rate of Interest is to be determined and the "Reference Rate" is specified in the relevant Notes Final Terms as being "€STR".

(B) Where "€STR" is specified as the Reference Rate in the Notes Final Terms, the Rate of Interest for each Interest Period will, subject as provided below, be Compounded Daily €STR plus or minus (as specified in the relevant Notes Final Terms) the Margin, all as determined by the Calculation Agent on each Interest Determination Date.

(C) For the purposes of this Condition 7(e):

"**Compounded Daily €STR**" means, with respect to any Interest Period, the rate of return of a daily compound interest investment in euro (with the daily euro short-term rate as reference rate for the calculation of interest) as calculated by the Calculation Agent as at the relevant Interest Determination Date in accordance with the following formulas: (and the resulting percentage will be rounded if necessary to the nearest fifth decimal place, with 0.000005% being rounded upwards):

$$\left[\prod_{i=1}^{d_o}\left(1+\frac{\text{€STR}_i \times n_i}{\text{D}}\right)-1\right]\times\frac{\text{D}}{d}$$

where:

"**d**" means the number of calendar days in:

(i) where "Lag" is specified as the Observation Method in the relevant Notes Final Terms, the relevant Interest Period; or

(ii) where "Observation Shift" is specified as the Observation Method in the relevant Notes Final Terms, the relevant Observation Period;

"**D**" means the number specified as such in the relevant Notes Final Terms (or, if no such number is specified, 360);

"**d_o**" means the number of TARGET Settlement Days in:

(i) where "Lag" is specified as the Observation Method in the relevant Notes Final Terms, the relevant Interest Period; or

(ii) where "Observation Shift" is specified as the Observation Method in the relevant Notes Final Terms, the relevant Observation Period;

the "**€STR reference rate**", in respect of any TARGET Settlement Day, is a reference rate equal to the daily euro short-term rate ("**€STR**") for such TARGET Settlement Day as provided 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 TARGET Settlement Day immediately following such TARGET 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);

"**€STR$_i$**" means the €STR reference rate for:

(i) where "Lag" is specified as the Observation Method in the relevant Notes Final Terms, the TARGET Settlement Day falling "p" TARGET Settlement Days prior to the relevant TARGET Settlement Day "i"; or

(ii) where "Observation Shift" is specified as the Observation Method in the relevant Notes Final Terms, the relevant TARGET Settlement Day "i".

"***i***" is a series of whole numbers from one to "d_o", each representing the relevant TARGET Settlement Day in chronological order from, and including, the first TARGET Settlement Day in:

(i) where "Lag" is specified as the Observation Method in the relevant Notes Final Terms, the relevant Interest Period; or

(ii) where "Observation Shift" is specified as the Observation Method in the relevant Notes Final Terms, the relevant Observation Period;

to, and including, the last TARGET Settlement Day in such period;

"n_i" for any TARGET Settlement Day "i" in the relevant Interest Period or Observation Period (as applicable), means the number of calendar days from (and including) such TARGET Settlement Day "i" up to (but excluding) the following TARGET Settlement Day;

"**Observation Period**" means, in respect of any Interest Period, the period from (and including) the date falling "p" TARGET Settlement Days prior to the first day of the relevant Interest Period (and the first Interest Period shall begin on and include the Interest Commencement Date) to (but excluding) the date falling "p" TARGET Settlement Days prior to (A) (in the case of an Interest Period) the Interest Payment Date for such Interest Period or (B) such earlier date, if any, on which the Notes become due and payable; and

"**p**" for any latest Interest Period or Observation Period (as applicable), means the number of TARGET Settlement Days specified in the relevant Notes Final Terms or, if no such period is specified, two TARGET Settlement Days.

(D) Subject to Condition 9 (*Benchmark Discontinuation*), if, where any Rate of Interest is to be calculated pursuant to Condition 7(e)(B)above, in respect of any TARGET Settlement

Day in respect of which an applicable €STR reference rate is required to be determined, such €STR reference rate is not made available on the Relevant Screen Page or has not otherwise been published by the relevant authorised distributors, then the €STR reference rate in respect of such TARGET Settlement Day shall be the €STR reference rate for the first preceding TARGET Settlement Day in respect of which €STR reference rate was published by the European Central Bank on its website, as determined by the Calculation Agent.

(E) Subject to Condition 9 (*Benchmark Discontinuation*), if the Rate of Interest cannot be determined in accordance with the foregoing provisions of this Condition, the Rate of Interest shall be (A) that 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) or (B) if there is no such preceding Interest Determination Date, the initial Rate of Interest which would have been applicable to the Notes for the first Interest Period had the Notes been in issue for a period equal in duration to the scheduled first Interest Period but ending on (and excluding) the Interest Commencement Date (but applying the Margin applicable to the first Interest Period).

(f) *Maximum or Minimum Rate of Interest*: If any Maximum Rate of Interest or Minimum Rate of Interest is specified in the relevant Notes Final Terms, then the Rate of Interest shall in no event be greater than the maximum or be less than the minimum so specified. Unless otherwise stated in the relevant Notes Final Terms, the Minimum Rate of Interest shall be deemed to be zero.

(g) *Calculation of Interest Amount*: The Calculation Agent will, as soon as practicable after the time at which the Rate of Interest is to be determined in relation to each Interest Period, calculate the Interest Amount payable in respect of each Note for such Interest Period. The Interest Amount will be calculated by applying the Rate of Interest for such Interest Period to the Calculation Amount, multiplying the product by the relevant Day Count Fraction, rounding the resulting figure to the nearest sub-unit of the Specified Currency (half a sub-unit being rounded upwards) and multiplying such rounded figure by a fraction equal to the Specified Denomination of the relevant Note divided by the Calculation Amount. For this purpose a "**sub-unit**" means one cent.

(h) *Publication*: The Calculation Agent will cause each Rate of Interest and Interest Amount determined by it, together with the relevant Interest Payment Date, and any other amount(s) required to be determined by it together with any relevant payment date(s) to be notified to the Issuer (if applicable) and each competent authority, stock exchange and/or quotation system (if any) by which the Notes have then been admitted to listing, trading and/or quotation as soon as practicable after such determination. Notice thereof shall also promptly be given to the Holders. The Calculation Agent will be entitled to recalculate any Interest Amount (on the basis of the foregoing provisions) without notice in the event of an extension or shortening of the relevant Interest Period.

(i) *Notifications etc*: All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition by the Calculation Agent will (in the absence of manifest error) be binding on the Issuer (if applicable), the Holders and (subject as aforesaid) no liability to any such Person will attach to the Calculation Agent in connection with the exercise or non-exercise by it of its powers, duties and discretions for such purposes.

(j) *Determination of Rate of Interest following acceleration*: If (i) the Notes become due and payable in accordance with Condition 13 (*Events of Default*) and (ii) the Rate of Interest for the Interest Period during which the Notes become due and payable is to be determined by reference to Condition 7(e), then the final Interest Determination Date shall be the date on which the Notes become so due and payable, and such Rate of Interest shall continue to apply to the Notes for so long as interest continues to accrue thereon as provided in the Terms and Conditions of the Notes.

8. Zero Coupon Notes

This Condition 8 applies to Zero Coupon Notes only. The relevant Notes Final Terms contain provisions applicable to the determination of zero coupon interest and must be read in conjunction with this Condition 8 for full information on the manner in which interest is calculated on Zero Coupon Notes.

Notes in relation to which this Condition 8 applies and the relevant Notes Final Terms specify as being applicable shall not bear interest. Where such Zero Coupon Note is repayable prior to the Maturity Date and is not paid when due, the amount due and payable prior to the Maturity Date shall be the Early Redemption Amount (Zero Coupon) (as defined in Condition 10 (*Redemption and Purchase*)). As from the Maturity Date, the Rate of Interest for any overdue principal of such a Note shall be a rate per annum (expressed as a percentage) equal to the Amortisation Yield (as described in Condition 10 (*Redemption and Purchase*)).

9. Benchmark Discontinuation

Notwithstanding the foregoing provisions of Condition 6 (*Reset Note Provisions*) or Condition 7 (*Floating Rate Note Provisions*), if at the time of determination of any Rate of Interest (or any component part thereof) to be determined by reference to a Mid-Swap Floating Leg Benchmark Rate or a Reference Rate (as applicable) a Benchmark Event occurs or has occurred and is continuing, then the following shall apply:

(i) The Issuer shall use its reasonable endeavours to appoint an Independent Financial Adviser, as soon as reasonably practicable, to determine a Successor Rate, failing which an Alternative Rate and, in either case, an Adjustment Spread, if any (in accordance with subparagraph (iv) below).

(ii) If (i) the Issuer is unable to appoint an Independent Financial Adviser or (ii) the Independent Financial Adviser appointed by it fails to determine a Successor Rate or, failing which, an Alternative Rate in accordance with Condition 9(i) prior to the Reset Determination Date, then the Issuer (acting in good faith and in a commercially reasonable manner and following consultation with the Independent Financial Adviser in the event one has been appointed) may determine a Successor Rate or, failing which, an Alternative Rate for purposes of determining the Rate of Interest applicable to the Notes for all future Reset Periods or Interest Periods (as applicable) (subject to the subsequent operation of this Condition 9).

If the Issuer is unable or unwilling to determine a Successor Rate or an Alternative Rate prior to the Reset Determination Date or Interest Determination Date (as applicable) relating to the next succeeding Reset Period or Interest Period (as applicable), the Rate of Interest shall be defined using the Mid-Swap Floating Leg Benchmark Rate or Reference Rate (as applicable) last displayed on the Relevant Screen Page prior to the Reset Determination Date or Interest Determination Date (as applicable).

For the avoidance of doubt, this subparagraph (ii) shall apply to the relevant next succeeding Reset Period or Interest Period (as applicable), and any Subsequent Reset Periods or Interest Periods (as applicable) are subject to the subsequent operation of, and adjustment as provided in, subparagraph (i) of this Condition 9.

(iii) If a Successor Rate or an Alternative Rate is determined in accordance with the preceding provisions, such Successor Rate or Alternative Rate shall be the benchmark in relation to the Notes for all future Reset Periods or Interest Periods (as applicable) (subject to the subsequent operation of this Condition 9).

(iv) If the Independent Financial Adviser or the Issuer, acting in good faith and in a reasonable commercial manner and following consultation with the Independent Financial Adviser in the event one has been appointed, as applicable, determines (i) that an Adjustment Spread is required to be applied to the Successor Rate or the Alternative Rate (as the case may be) and (ii) the quantum of, or a formula or methodology for determining, such Adjustment Spread, then such Adjustment Spread shall be applied to the Successor Rate or the Alternative Rate (as the case may be) for each subsequent determination of a relevant Rate of Interest and Interest Amount(s) (or a component part thereof) by reference to such Successor Rate or the Alternative Rate.

(v) If any Successor Rate, Alternative Rate and/or Adjustment Spread is determined in accordance with the above provisions and the Independent Financial Adviser or the Issuer, acting in good faith and in a reasonable commercial manner and following consultation with the Independent Financial Adviser in the event one has been appointed, as applicable, determines (i) that amendments to these Terms and Conditions of the Notes are necessary in order to follow market practice in relation to the Successor Rate or Alternative Rate and/or Adjustment Spread, and (ii) the terms of such amendments, then the Issuer shall, subject to giving notice thereof in accordance with subparagraph (vi) below, without any requirement for consent or approval of the Holders, vary these Terms and Conditions of the Notes with the date specified in such notice. Any of these changes shall apply to the Notes for all future Reset Periods or Interest Periods (as applicable) (subject to the subsequent operation of this Condition 9).

In connection with any such variation in accordance with this subparagraph (v), 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.

(vi) Any Successor Rate, Alternative Rate, Adjustment Spread and the specific terms of any changes pursuant to subparagraph (v) will be notified promptly by the Issuer to the Holders in accordance with Condition 19 (*Notices*). Such notice shall be irrevocable and shall specify the effective date of the changes pursuant to subparagraph (v), if any, and will be binding on the Issuer and the Holders.

Notwithstanding any other provision of this Condition 9, no Successor Rate, Alternative Rate or Adjustment Spread (as applicable) will be adopted, and no other amendments to the terms of the Notes will be made pursuant to this Condition 9, 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 of the Issuer or the Group or to result in the partial or full exclusion of the Notes from treatment as MREL-Eligible Instruments of the Group, or could reasonably result in the Relevant Resolution Authority treating any future Interest Payment Date as the effective maturity of the Notes, rather than the relevant maturity date. In such case, the relevant rate applicable for the relevant Reset Period or Interest Period shall be the last available rate that was published on the Relevant Screen Page, as determined by the Independent Financial Adviser, or, in the case of limb 9(ii) above, by the Issuer.

10. Redemption and Purchase

(a) *Final redemption*: Unless previously redeemed, or purchased and cancelled, the Notes will be redeemed at their Final Redemption Amount on the Maturity Date, subject as provided in

Condition 11 (*Payments*). The Maturity Date of the Notes will not exceed 50 years from the Issue Date.

Senior Notes and Senior Subordinated 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.

(b) *Zero Coupon Notes:*

(i) The early redemption amount payable in respect of any Zero Coupon Note (the "**Early Redemption Amount (Zero Coupon)**") upon redemption of such Note pursuant to Condition 10(c) (*Redemption due to a Tax Event*), Condition 10(d) (*Redemption due to a Capital Event*), Condition 10(e) (*Redemption due to a MREL Disqualification Event*), Condition 10(f) (*Redemption at the option of the Issuer*), Condition 10(h) (*Issuer Residual Call*) or Condition 10(i) (*Redemption at the option of Holders*) or upon it becoming due and payable as provided in Condition 13 (*Events of Default*) shall be the Amortised Face Amount (calculated as provided below) of such Note unless otherwise specified hereon.

(ii) Subject to the provisions of sub-paragraph (iii) below, the "**Amortised Face Amount**" of any such Note shall be the scheduled Final Redemption Amount of such Note on the Maturity Date discounted at a rate per annum (expressed as a percentage) equal to the Amortisation Yield (which, if none is set out in the relevant Notes Final Terms, shall be such rate as would produce an Amortised Face Amount equal to the issue price of the Notes if they were discounted back to their issue price on the Issue Date) compounded annually.

(iii) If the Early Redemption Amount (Zero Coupon) payable in respect of any such Note upon its redemption pursuant to Condition 10(c) (*Redemption due to a Tax Event*), Condition 10(d) (*Redemption due to a Capital Event*), Condition 10(e) (*Redemption due to a MREL Disqualification Event*), Condition 10(f) (*Redemption at the option of the Issuer*), Condition 10(h) (*Issuer Residual Call*) or Condition 10(i) (*Redemption at the option of Holders*) or upon it becoming due and payable as provided in Condition 13 (*Events of Default*) is not paid when due, the Early Redemption Amount (Zero Coupon) due and payable in respect of such Note shall be the Amortised Face Amount of such Note as defined in sub-paragraph (ii) above, except that such sub-paragraph shall have effect as though the date on which the Note becomes due and payable were the Relevant Date. The calculation of the Amortised Face Amount in accordance with this sub-paragraph shall continue to be made (both before and after judgment) until the Relevant Date, unless the Relevant Date falls on or after the Maturity Date, in which case the amount due and payable shall be the scheduled Final Redemption Amount of such Note on the Maturity Date together with any interest that may accrue in accordance with Condition 8 (*Zero Coupon Notes*).

Where such calculation is to be made for a period of less than one year, it shall be made on the basis of the Day Count Fraction shown hereon.

(c) *Redemption due to a Tax Event*: If a Tax Event has occurred and is continuing, the Notes may be redeemed at the option of the Issuer in whole, but not in part:

(i) at any time (if the Floating Rate Note Provisions are not specified in the relevant Notes Final Terms as being applicable); or

(ii) on any Interest Payment Date (if the Floating Rate Note Provisions are specified in the relevant Notes Final Terms as being applicable),

subject to the Conditions to Redemption and Purchase set out in Condition 10(k) (*Conditions to Redemption and Purchase*), on giving not less than 15 nor more than 60 calendar days' notice to the Holders, or such other period(s) as may be specified in the relevant Notes Final Terms, (which notice shall be irrevocable and shall specify the date for redemption), at their Early Redemption Amount, together with interest accrued and unpaid (if any) to (but excluding) the date fixed for redemption.

(d) *Redemption due to a Capital Event*: If the Notes are Tier 2 Subordinated Notes and Capital Event is specified as applicable in the relevant Notes Final Terms, then if a Capital Event has occurred and is continuing, the Tier 2 Subordinated Notes may be redeemed at the option of the Issuer in whole, but not in part, subject to the Conditions to Redemption and Purchase set out in Condition 10(k) (*Conditions to Redemption and Purchase*), on giving not less than 15 nor more than 60 calendar days' notice to the Holders, or such other period(s) as may be specified in the relevant Notes Final Terms, (which notice shall be irrevocable and shall specify the date for redemption), at their Early Redemption Amount, together with interest accrued and unpaid (if any) to (but excluding) the date fixed for redemption.

(e) *Redemption due to a MREL Disqualification Event*: If MREL Disqualification Event is specified as applicable in the relevant Notes Final Terms, then if a MREL Disqualification Event has occurred and is continuing, the relevant Senior Notes or Subordinated Notes may be redeemed at the option of the Issuer in whole, but not in part, subject to the Conditions to Redemption and Purchase set out in Condition 10(k) (*Conditions to Redemption and Purchase*), on giving not less than 15 nor more than 60 calendar days' notice to the Holders, or such other period(s) as may be specified in the relevant Notes Final Terms, (which notice shall be irrevocable and shall specify the date for redemption), at their Early Redemption Amount, together with interest accrued and unpaid (if any) to (but excluding) the date fixed for redemption.

(f) *Redemption at the option of the Issuer*: If the Call Option is specified in the relevant Notes Final Terms as being applicable, the Notes may be redeemed at the option of the Issuer in whole or, if so specified in the relevant Notes Final Terms, in part on any Optional Redemption Date (Call) at the relevant Optional Redemption Amount (Call) together with any accrued and unpaid interest thereon to (but excluding) the date fixed for redemption on the Issuer's giving not less than 15 calendar days' nor more than 60 calendar days' notice to the Holders, or such other period(s) as may be specified in the relevant Notes Final Terms (which notice shall be irrevocable and shall specify the date for redemption) subject to the Conditions to Redemption and Purchase set out in Condition 10(k) (*Conditions to Redemption and Purchase*).

Redemption of Tier 2 Subordinated Notes at the option of the Issuer will only take place after five years from their date of issuance or any different minimum period permitted under Applicable Banking Regulations.

(g) *Partial redemption*: If the Notes are to be redeemed in part only on any date in accordance with Condition 10(f) (*Redemption at the option of the Issuer*), each Note shall be redeemed in part in the proportion which the aggregate Outstanding Principal Amount of the outstanding Notes to be redeemed on the relevant Optional Redemption Date (Call) bears to the aggregate Outstanding Principal Amount of outstanding Notes on such date. If any Maximum Redemption Amount or

Minimum Redemption Amount is specified in the relevant Notes Final Terms, then the Optional Redemption Amount (Call) shall in no event be greater than the maximum or be less than the minimum so specified.

(h) *Issuer Residual Call*: If Issuer Residual Call is specified in the relevant Notes Final Terms as being applicable, and if, at any time, the Outstanding Principal Amount of the Notes is equal or less of the Residual Percentage specified in the relevant Notes Final Terms of the aggregate nominal amount of the Notes originally issued (and, for these purposes, any further Notes issued and consolidated with the Notes as part of the same Series shall be deemed to have been originally issued), the Issuer may, subject to the Conditions to Redemption and Purchase set out in Condition 10(k) (*Conditions to Redemption and Purchase*), redeem all (but not some only) of the remaining outstanding Notes on any date (or, if the Floating Rate Note Provisions are specified in the relevant Notes Final Terms as being applicable, on any Interest Payment Date) upon giving not less than 15 nor more than 60 days' notice to the Holders (or such other notice period as may be specified in the applicable Notes Final Terms) (which notice shall specify the date for redemption and shall be irrevocable), at the Optional Redemption Amount (Residual Call) together with any accrued and unpaid interest up to (but excluding) the date of redemption.

(i) *Redemption at the option of Holders*: If the Put Option is specified in the relevant Notes Final Terms as being applicable, the Issuer shall, at the option of the Holder of any Note redeem such Note on the Optional Redemption Date (Put) specified in the relevant Put Option Notice at the relevant Optional Redemption Amount (Put) together with interest (if any) accrued and unpaid to such date. In order to exercise the option contained in this Condition 10(i), the Holder of a Note must, not less than 30 nor more than 60 calendar days before the relevant Optional Redemption Date (Put) (or such other period(s) as may be specified in the relevant Notes Final Terms), give written notice to the Issuer through Iberclear or the relevant Iberclear Participant, as applicable.

In accordance with CRR, if the Notes are intended to qualify as Tier 2 Subordinated Notes or MREL-Eligible Instruments, the Put Option shall not be specified in the relevant Notes Final Terms as being applicable.

(j) *Purchase*: The Issuer or any of its Subsidiaries may at any time purchase Notes in the open market or otherwise and at any price subject to the Conditions to Redemption and Purchase set out in Condition 10(k) (*Conditions to Redemption and Purchase*).

(k) *Conditions to Redemption and Purchase*: Other than in the case of a redemption at maturity in accordance with Condition 10(a) (*Scheduled Redemption*), the Issuer may redeem the Notes (and give notice thereof to the Holders) and the Issuer or its Subsidiaries may purchase Notes, subject in the case of Subordinated Notes, Senior Non-Preferred Notes and Ordinary Senior Notes eligible to comply with MREL Requirements, to such redemption being permitted by the Applicable Banking Regulations and taking place in accordance with Applicable Banking Regulations (including, without limitation, in accordance with Articles 77, 78 and 78a of the CRR, where applicable) in force at the relevant time and will be subject to the prior permission of the Competent Authority and/or the Relevant Resolution Authority, if and as applicable (if such permission is required).

Prior to the publication of any notice of redemption pursuant to Conditions 10(c) (*Redemption due a Tax Event*), 10(d) (*Redemption due to a Capital Event*), 10(e) (*Redemption due to a MREL Disqualification Event*) and 10(a) (*Issuer Residual Call*), the Issuer (i) shall make available to the Holders at its registered office a certificate signed by two of its duly Authorised Signatories

stating that the relevant requirement or circumstance giving rise to the right to redeem is satisfied; and (ii) in the case of redemption pursuant to Condition 10(c) (*Redemption due a Tax Event*) only, shall use its best efforts to make available to the Holders at its registered office an opinion from a nationally recognised law firm or other tax adviser in the Kingdom of Spain experienced in such matters to the effect that the relevant requirement or circumstance referred to in the definition of "Tax Event" prevails.

Pursuant to article 78 CRR and with respect to Tier 2 Subordinated Notes only, the Competent Authority shall grant permission for an institution to reduce, call, redeem, repay or repurchase Tier 2 Instruments:

(i) where either of the following conditions is met:

  (a) before or at the same time as any of such actions, the institution replaces the instruments with own funds instruments of equal or higher quality at terms that are sustainable for the income capacity of the institution;

  (b) the institution has demonstrated to the satisfaction of the Competent Authority that the own funds and eligible liabilities of the institution would, following any of such actions, exceed the requirements laid down in the CRR, the CRD IV Directive and the BRRD by a margin that the Competent Authority considers necessary.

(ii) in the case of any such actions during the five years following the issue date of the Notes if:

  (a) the conditions listed in paragraphs (i)((a)) or (i)(b) above are met; and

  (b) in the case of the occurrence of a Capital Event, (i) the Competent Authority considers such a change to be sufficiently certain; and (ii) the institution demonstrates to the satisfaction of the Competent Authority that the regulatory reclassification of those instruments was not reasonably foreseeable at the time of their issuance; or

  (c) in the case of the occurrence of a Tax Event, the institution demonstrates to the satisfaction of the Competent Authority that the change is material and was not reasonably foreseeable at the time of their issuance; or

  (d) before or at the same time as any of such actions, the institution replaces the instruments with own funds instruments of equal or higher quality at terms that are sustainable for the income capacity of the institution and the Competent Authority has permitted that action on the basis of the determination that it would be beneficial from a prudential point of view and justified by exceptional circumstances; or

  (e) the Notes are repurchased for market making purposes.

Pursuant to article 78a CRR, and with respect to Notes qualifying as Eligible Liabilities, the Relevant Resolution Authority shall grant permission for an institution to call, redeem, repay or repurchase eligible liabilities instruments where one of the following conditions is met:

(a) before or at the same time as any of such actions, the institution replaces the eligible liabilities instruments with own funds or eligible liabilities instruments of equal or higher quality at terms that are sustainable for the income capacity of the institution;

(b) the institution has demonstrated to the satisfaction of the Relevant Resolution Authority that the own funds and eligible liabilities of the institution would, following any of such actions, exceed the requirements for own funds and eligible liabilities laid down in the CRR, the CRD IV Directive and the BRRD by a margin that the Relevant Resolution Authority, in agreement with the Competent Authority, considers necessary;

(c) the institution has demonstrated to the satisfaction of the Relevant Resolution Authority that the partial or full replacement of the eligible liabilities with own funds instruments is necessary to ensure compliance with the own funds requirements laid down in the CRR and in CRD IV Directive for continuing authorisation.

11. Payments

(a) *Principal and interest*: Payments in respect of the Notes (in terms of both principal and interest) will be made by transfer to the registered account of the relevant Holder maintained by or on behalf of it with a bank that processes payments in a city in which banks have access to the T2, details of which appear in the records of Iberclear or, as the case may be, the relevant Iberclear Participant at close of business on the day immediately preceding the Business Day on which the payment of principal or interest, as the case may be, falls due. Holders must rely on the procedures of Iberclear or, as the case may be, the relevant Iberclear Participant to receive payments under the relevant Notes. None of the Issuer or, if applicable, any of the dealers will have any responsibility or liability for the records relating to payments made in respect of the Notes.

(b) *Payments subject to laws*: Save as provided in Condition 12 (*Taxation*), all payments in respect of the Notes will be subject in all cases to any applicable fiscal or other laws, regulations and directives in the place of payment or other laws or regulations to which the Issuer is subject and the Issuer will not be liable for any taxes or duties of whatever nature imposed or levied by such laws, regulations or directives. No commissions or expenses shall be charged to Holders in respect of such payments.

(c) *Payments on business days*: If the due date for payment of any amount in respect of any Note is not a Payment Business Day, the Holder shall not be entitled to payment of the amount due until the next succeeding Payment Business Day and shall not be entitled to any further interest or other payment in respect of any such delay.

12. Taxation

(a) *Gross up in respect of Ordinary Senior Notes*: All payments of interest and any other amounts payable in respect of the Ordinary Senior Notes by or on behalf of the Issuer will be made free and clear of, and without withholding or deduction for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature unless such withholding or deduction is required by law. In the event that any such withholding or deduction is imposed or levied by or on behalf of the Kingdom of Spain or any political subdivision thereof or any authority or agency therein or thereof having power to tax in respect of payments of interest and, if so specified in the relevant Notes Final Terms, principal (and/or premium, if any), the Issuer shall pay such additional amounts as will result in Holders receiving such amounts as they would have received in respect of such payments of interest and, if so specified in the relevant Notes Final Terms, principal (and/or premium, if any) had no such withholding or deduction been required.

However, the Issuer shall not be required to pay any additional amounts in relation to any payment in respect of Ordinary Senior Notes:

(i) presented for payment by or on behalf of a Holder who is liable for such taxes, duties, assessments or governmental charges in respect of the Ordinary Senior Notes by reason of his having some connection with the Kingdom of Spain other than:

(A) the mere holding of Ordinary Senior Notes; or

(B) the receipt of any payment in respect of Ordinary Senior Notes;

(ii) where taxes are imposed by the Kingdom of Spain (or any political subdivision thereof or any authority or agency therein or thereof having power to tax) that are (i) any estate, inheritance, gift, sales, transfer, personal property or similar taxes or (ii) solely due to the appointment by any Holder, or any person through which such Holder holds such Ordinary Senior Note, of a custodian, collection agent, person or entity acting on its behalf or similar person in relation to such Ordinary Senior Note; or

(iii) to, or to a third party on behalf of, a Holder who is an individual resident for tax purposes in the Kingdom of Spain (or any political subdivision or any authority thereof or therein having power to tax); or

(iv) to, or to a third party on behalf of, a Holder in respect of whose Ordinary Senior Notes the Issuer (or an agent acting on behalf of the Issuer) has not received such information it may be required in order to comply with Spanish tax reporting requirements, as may be necessary to allow payments on such Ordinary Senior Notes to be made free and clear of withholding tax or deduction on account of any taxes imposed by the Kingdom of Spain, including when the Issuer (or an agent acting on behalf of the Issuer) does not receive a duly executed and completed certificate, pursuant to Law 10/2014 and Royal Decree 1065/2007 of 27 July, as amended by Royal Decree 1145/2011 of 29 July, and any implementing legislation or regulation.

(b) *Gross up in respect of Senior Non-Preferred Notes and Subordinated Notes*: All payments of interest and any other amounts payable in respect of the Senior Non-Preferred Notes or Subordinated Notes by or on behalf of the Issuer will be made free and clear of, and without withholding or deduction for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature unless such withholding or deduction is required by law. In the event that any such withholding or deduction is imposed or levied by or on behalf of the Kingdom of Spain or any political subdivision thereof or any authority or agency therein or thereof having power to tax in respect of payments of interest and any other amounts (excluding, for the avoidance of doubt, any repayment of principal or any premium), the Issuer shall pay such additional amounts as will result in Holders receiving the amount of interest as they would have received had no such withholding or deduction been required (but no additional amounts shall be paid in respect of payments of principal or any premium).

However, the Issuer shall not be required to pay any additional amounts in relation to any payment in respect of Senior Non-Preferred Notes or Subordinated Notes:

(i) presented for payment by or on behalf of a Holder who is liable for such taxes, duties, assessments or governmental charges in respect of the Senior Non-Preferred Notes or the Subordinated Notes by reason of his having some connection with the Kingdom of Spain other than:

(A) the mere holding of Senior Non-Preferred Notes or Subordinated Notes; or

(B) the receipt of any payment in respect of Senior Non-Preferred Notes or Subordinated Notes;

(ii) where taxes are imposed by the Kingdom of Spain (or any political subdivision thereof or any authority or agency therein or thereof having power to tax) that are (i) any estate, inheritance, gift, sales, transfer, personal property or similar taxes or (ii) solely due to the appointment by any Holder, or any person through which such Holder holds such Senior Non-Preferred Notes or Subordinated Notes, of a custodian, collection agent, person or entity acting on its behalf or similar person in relation to such Senior Non-Preferred Notes or Subordinated Notes; or

(iii) to, or to a third party on behalf of, a Holder who is an individual resident for tax purposes in the Kingdom of Spain (or any political subdivision or any authority thereof or therein having power to tax); or

(iv) to, or to a third party on behalf of, a Holder in respect of whose Senior Non-Preferred Notes or Subordinated Notes the Issuer (or an agent acting on behalf of the Issuer) has not received such information it may be required in order to comply with Spanish tax reporting requirements, as may be necessary to allow payments on such Senior Non-Preferred Notes or Subordinated Notes to be made free and clear of withholding tax or deduction on account of any taxes imposed by Spain, including when the Issuer (or an agent acting on behalf of the Issuer) does not receive a duly executed and completed certificate, pursuant to Law 10/2014 and Royal Decree 1065/2007 of 27 July, as amended by Royal Decree 1145/2011 of 29 July, and any implementing legislation or regulation.

(c) Notwithstanding any other provision of these Terms and Conditions of the Notes, any amounts to be paid by the Issuer on the Notes will be paid net of any deduction or withholding imposed or required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986, as amended (the "**Code**"), or otherwise imposed pursuant to Sections 1471 to 1474 of the Code and any regulations or agreements thereunder or official interpretations thereof ("**FATCA**") or any law implementing an intergovernmental approach to FATCA.

13. Events of Default

(a) *Events of Default relating to the Notes:*

If an order is made by any competent court commencing insolvency proceedings against the Issuer or if any order is made by any competent court or resolution passed for the winding up or liquidation of the Issuer (except in the case of a reconstruction, merger, amalgamation or spin-off or any other structural modification (*modificación estructural*) carried out in accordance with the Spanish Royal Decree-law 5/2023 (as amended or replaced from time to time) ("**Law 5/2023**") (i) which has been approved by an Extraordinary Resolution at a meeting of Holders of the Notes; or (ii) where the entity resulting from any such reconstruction, merger, amalgamation, spin-off or any other structural modification in accordance with Law 5/2023 is (A) a financial institution (*entidad de crédito*) under article 1 of Law 10/2014, as amended and restated and (B) has a rating for long-term subordinated debt assigned by a Rating Agency equivalent to or higher than the rating for long-term subordinated debt of the Issuer immediately prior to such reconstruction, merger, amalgamation, spin-off or any other structural modification in accordance with Law 5/2023) and such order is continuing, then any Note may, unless there has been an Extraordinary Resolution to the contrary at a meeting of Holders, by written notice addressed by the Holder thereof to the Issuer and delivered to the Issuer, be declared immediately due and payable, whereupon the Outstanding Principal Amount together with accrued and unpaid interest

(if any) to the date of payment shall, when permitted by applicable Spanish law, become immediately due and payable without further action or formality.

If a default occurs under this Condition 13(a), claims of Holders in respect of the Notes shall rank as set out under Condition 4 (*Status*).

Except as set out in this Condition 13(a), Holders shall have no right to declare immediately due and payable any amounts of principal or interest in respect of the Notes.

By its acquisition of any Note, each Holder acknowledges and accepts that the taking by the Relevant Resolution Authority of an early intervention measure or a resolution action in respect of the Issuer under the Applicable Banking Regulations shall not constitute an event of default and Holders shall have no right to declare immediately due and payable any amounts of principal or interest in respect of the Notes.

(b) *Additional Events of Default*

This Condition 13(b) applies only to Ordinary Senior Notes if specified as applicable in the relevant Notes Final Terms and references to "Notes" shall be construed accordingly.

If any of the following events occurs and is continuing, then any Holder of any Note of the relevant Series may by written notice to the Issuer declare such Note and all interest then accrued and unpaid on such Note to be forthwith due and payable, whereupon the same shall, when permitted by applicable Spanish law, become immediately due and payable at its Outstanding Principal Amount together with accrued and unpaid interest to the date of payment (if any) without further action or formality:

(i) the Issuer fails to pay any amount of principal in respect of the Notes on the due date for payment thereof or fails to pay any amount of interest in respect of the Notes within 14 calendar days of the due date for payment thereof; or

(ii) the Issuer defaults in the performance or observance of any of its other obligations under or in respect of the Notes and such default (i) is incapable of remedy or (ii) being a default which is capable of remedy, remains unremedied for 30 calendar days after the relevant Holder has after given written notice thereof to the Issuer; 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 30 days); or

(iv) the Issuer (except (A) in the case of a reconstruction, merger, amalgamation, spin-off or any other structural modification in accordance with Law 5/2023 (i) which has been approved by an Extraordinary Resolution at a meeting of Holders of the Notes; or (ii) where the entity resulting from any such reconstruction, merger, amalgamation, spin-off or any other structural modification in accordance with Law 5/2023 is (x) a financial institution (*entidad de crédito*) under article 1 of Law 10/2014, as amended and restated and (y) has a rating for long-term subordinated debt assigned by a Rating Agency equivalent to or higher than the rating for long-term subordinated debt of the Issuer immediately prior to such reconstruction, merger, amalgamation, spin-off or any other structural modification in accordance with Law 5/2023 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 30 calendar days; or

(vi) it is or will become unlawful for the Issuer to perform or comply with any of its obligations under or in respect of the Notes.

(c) *Green Notes*

In the case of any Notes where the "*Reasons for the Offer*" in Part B of the relevant Notes Final Terms are stated to be for "green" projects as described therein (the "**Green Notes Use of Proceeds Disclosure**" and the "**Green Notes**", as appropriate), 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 Green Notes arise as a result of the net proceeds of such Green 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 Green Notes Use of Proceeds Disclosure.

14. Waiver of Set-Off

If this Condition 14 is specified as applicable in the relevant Notes Final Terms, no Holder may at any time exercise or claim any Waived Set-Off Rights against any right, claim, or liability the Issuer has or may have or acquire against such Holder, directly or indirectly, howsoever arising (and, for the avoidance of doubt, including all such rights, claims and liabilities arising under or in relation to any and all agreements or other instruments of any sort, whether or not relating to such Note) and each Holder 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 of the amounts owing to any Holder by the Issuer in respect of, or arising under or in connection with the Notes is discharged by set-off, 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.

For the avoidance of doubt, nothing in this Condition is intended to provide, or shall be construed as acknowledging, any right of deduction, set-off, netting, compensation, retention or counterclaim or that any such right is or would be available to any Holder of any Note but for this Condition.

15. Substitution and Variation

If this Condition 15 is specified as applicable in the relevant Notes Final Terms and a Tax Event, a MREL Disqualification Event or a Capital Event has occurred and is continuing, the Issuer may, at any time, either substitute all (but not some only) of the Notes or vary the terms of all (but not some only) of the Notes, without any requirement for the consent or approval of the Holders, so that they are substituted for, or varied to become or remain, Qualifying Notes, subject to having given not less than 15 nor more than 60 days' notice to the Holders in accordance with Condition 19 (*Notices*), subject to obtaining the prior Supervisory Permission, when applicable, and in accordance with Applicable Banking Regulations, and provided that the Issuer shall have obtained a Bank's Certificate and an Independent Financial Adviser Certificate (copies thereof will be available at the Issuer's registered

office during its normal business hours) at least 15 Business Days prior to the issue or, as appropriate, variation of the relevant Notes.

Any notice provided in accordance with this Condition 15 shall be irrevocable, specify the relevant details of the manner in which such substitution or, as the case may be, variation shall take effect (including the date for substitution or variation) and where the Holders can inspect or obtain copies of the new conditions of the Notes. Such substitution or, as the case may be, variation will be effected without any cost or charge to the Holders.

In connection with any substitution or variation in accordance with this Condition 15, 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.

Holders shall, by virtue of subscribing and/or purchasing the relevant Notes, be deemed to accept the substitution or variation of the terms of such Notes and to grant the Issuer full power and authority to take any action and/or execute and deliver any document in the name and/or on behalf of the Holder which is necessary or convenient to complete the substitution or variation of the terms of the Notes.

16. Prescription

Claims against the Issuer for payment in respect of the Notes shall be prescribed and become void unless made within five years after the date on which the payment in question becomes due and payable.

17. Resolutions of Holders; Modification and Waiver

(a) *Application*: this Condition 17 (*Resolutions of Holders; Modification and Waiver*) will apply to all issuances of Notes.

(b) *Convening meetings*

(i) *Meetings convened by the Issuer*: The Issuer may, at any time, and shall, if so directed in writing by Holders holding not less than 10% in aggregate principal amount of the Notes for the time being outstanding (the "**relevant Holders**"), convene a meeting of Holders.

(ii) *Meetings convened by the Holders*: If the Issuer has not delivered notice convening a meeting of the Holders prior to the expiry of seven clear days from the date on which the Issuer has received written directions from the relevant Holders to do so, the relevant Holders may themselves convene the meeting in place of the Issuer subject to and in accordance with the provisions of this Condition 17, provided however that, in such circumstances all references to the performance by the Issuer of a particular obligation in this Condition 17, or the delivery by the Issuer of any notice in accordance with Condition 19 (*Notices*), shall be deemed to be a reference to the performance by the relevant Holders of such obligation and/or the delivery of such notice. Any costs and expenses incurred by the relevant Holders as a result of, in connection with or related to the convening by them of a meeting of the Holders in such circumstances shall be for the account of the Issuer and shall be promptly paid by the Issuer to the account designated for such purpose in writing by the relevant Holders upon presentation of receipts, invoices or other documentary evidence of such costs.

Notwithstanding the foregoing, no refusal or failure by the Issuer to convene a meeting of the Holders when so directed by the relevant Holders shall give rise to any right by any Holder to declare any principal amounts or interest in respect of the Notes immediately due and payable.

(c) *Procedures for convening meetings*: At least 21 clear days' notice specifying the place (which need not be a physical place and instead may be by way of conference call, including by use of a videoconference platform), day and hour of the meeting shall be given to the Holders in the manner provided in Condition 19 (*Notices*).

The notice, which shall be in the English language, shall state generally the nature of the business to be transacted at the meeting and, where the meeting has been convened to vote on any matter requiring the approval of the Holders by means of an Extraordinary Resolution only, shall specify the terms of the Extraordinary Resolution to be proposed. This notice shall include information as to the manner in which Holders are entitled to attend and vote at the meeting.

If the meeting has been convened by the relevant Holders in the circumstances set out in Condition 17(b)(ii) (*Convening meetings — Meetings convened by the Holders*), a copy of the notice shall also be sent by certified post to the Issuer.

(d) *Chairperson*: The person (who may be, but need not be, a Holder) nominated in writing by the Issuer shall be entitled to take the chair at each meeting (the "**Chairperson**") 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 Holders present shall choose one of their number to be Chairperson, failing which the Issuer may appoint a Chairperson. The Chairperson of an adjourned meeting need not be the same person as was Chairperson of the meeting from which the adjournment took place.

(e) *Quorums*

(i) *Regular Quorum*: At any meeting one or more Eligible Persons present and holding or representing in the aggregate not less than 5% in principal 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 Chairperson in accordance with Condition 17(d) (*Chairperson*)) shall be transacted at any meeting unless the required quorum is present at the commencement of business.

(ii) *Extraordinary Quorum*: 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% in principal amount of the Notes for the time being outstanding.

(iii) *Enhanced Quorum*: 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) a reduction or cancellation of the principal amount of the Notes for the time being outstanding; or

(B) a reduction of the amount payable or modification of the Interest Payment Dates or variation of the method of calculating the Rate of Interest; or

(C) a modification of the currency in which payments under the Notes are to be made; or

(D) a modification of the majority required to pass an Extraordinary Resolution; or

(E) the sanctioning of any scheme or proposal described in Condition 17(i)(iii)(F) below; or

(F) alteration of this proviso 17(e)(iii) or the proviso to Condition 17(f)(i) below,

the quorum shall be one or more Eligible Persons present and holding or representing in the aggregate not less than two-thirds in principal amount of the Notes for the time being outstanding.

(f) *Adjourned Meeting*

(i) If within 15 minutes (or such longer period not exceeding 30 minutes as the Chairperson 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 Holders or if the Issuer was required by Holders to convene such meeting pursuant to Condition 17(b)(*Convening meetings*), be dissolved. In any other case it shall be adjourned to the same day of the next week (or if that day is not a Business Day 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 Chairperson and approved by the Issuer).

Otherwise, at least 7 clear days' notice specifying the place (which need not be a physical place and instead may be by way of conference call, including by use of a videoconference or electronic platform), day and hour of the adjourned meeting, and otherwise given in accordance with Condition 17(c) (*Procedures for convening meetings*) shall be given to the Holders in the manner provided in Condition 19 (*Notices*) (which notice may be given at the same time as the notice convening the original meeting).

(ii) If within 15 minutes (or such longer period not exceeding 30 minutes as the Chairperson 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 Chairperson may either dissolve the meeting or adjourn it for a period, being

(A) for any matter other than to vote on an Extraordinary Resolution, not less than 14 clear days (but without any maximum number of clear days); or

(B) for any matter requiring approval by an Extraordinary Resolution, not less than 14 clear days nor more than 42 clear days,

and in either case to a place as may be appointed by the Chairperson (either at or after the adjourned meeting) and approved by the Issuer, and the provisions of this sentence shall apply to all further adjourned meetings.

(iii) At any adjourned meeting one or more Eligible Persons present (whatever the principal amount of the Notes for the time being outstanding 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 17(e)(iii) (*Quorums — Enhanced Quorum*) the quorum shall be one or more Eligible Persons present and holding or representing in the aggregate not less than one-third in principal amount of the Notes for the time being outstanding.

(g) *Right to attend and vote*

(i) The provisions governing the manner in which Holders may attend and vote at a meeting of the Holders must be notified to Holders in accordance with Condition 19 (*Notices*) and/or at the time of service of any notice convening a meeting.

(ii) 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 definition of "outstanding", no person shall be entitled to attend and speak nor shall any person be entitled to vote at any meeting of the Holders or join with others in requiring the convening of a meeting unless he is an Eligible Person.

(iii) Subject as provided in Condition 17(g)(ii) 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 Note.

(h) *Holding of 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 Chairperson 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 he 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 Chairperson or the Issuer or by any Eligible Person present (whatever the principal amount of the Notes held by him), a declaration by the Chairperson that a resolution has been 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 17(h)(ii) 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 Chairperson 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 of 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.

(iv) The Chairperson 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 Chairperson or on any question of adjournment shall be taken at the meeting without adjournment.

(i) *Approval of resolutions*

(i) Any resolution (including an Extraordinary Resolution) (i) passed at a meeting of the Holders duly convened and held, (ii) passed as a resolution in writing or (iii) passed by

way of electronic consents given by Holders through Iberclear, in accordance with the provisions of this Condition 17, shall be binding upon all the Holders whether present or not present at the meeting referred in (i) above and whether or not voting (including when passed as a resolution in writing or by way of electronic consents) 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 any resolution duly considered by the Holders shall be published in accordance with Condition 19 (*Notices*) by the Issuer within 14 days of the result being known provided that non-publication shall not invalidate the resolution.

(ii) The expression "**Extraordinary Resolution**" when used in this Condition 17 means (i) a resolution passed at a meeting of the Holders duly convened and held in accordance with the provisions of this Condition 17 by a majority consisting of not less than 75% 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% of the votes given on the poll; (ii) a resolution in writing signed by or on behalf of Holders of not less than 75% 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 Holders; or (iii) consent given by way of electronic consents through Iberclear by or on behalf of Holders of not less than 75% in nominal amount of the Notes for the time being outstanding.

(iii) A resolution of Holders shall have the following powers exercisable only by Extraordinary Resolution (subject to the provisions relating to the quorum contained in Condition 17(e)(ii) and Condition 17(e)(iii), namely:

(A) power to approve any compromise or arrangement proposed to be made between the Issuer and the Holders;

(B) power to approve any abrogation, modification, compromise or arrangement in respect of the rights of the Holders against the Issuer or against any of its property whether these rights arise under these Terms and Conditions of the Notes or the Notes or otherwise;

(C) power to agree to any modification of the provisions contained in these Terms and Conditions of the Notes which is proposed by the Issuer;

(D) power to give any authority or approval which under the provisions of this Condition 17 or the Notes is required to be given by Extraordinary Resolution;

(E) power to appoint any persons (whether Holders or not) as a committee or committees to represent the interests of the Holders and to confer upon any committee or committees any powers or discretions which the Holders could themselves exercise by Extraordinary Resolution;

(F) power to agree with the Issuer or any substitute, the substitution of any entity in place of the Issuer (or any substitute) as the principal debtor in respect of the Notes;

(iv) Subject to Condition 17(i)(i), to be passed at a meeting of the Holders duly convened and held in accordance with the provisions of this Condition 17, 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.

(v) The agreement or approval of the Holders shall not be required in the case of any amendments determined pursuant to Condition 9 (*Benchmark Discontinuation*).

(j) *Miscellaneous*

(i) 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 Chairperson of the meeting at which any resolution was passed or proceedings had transpired 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 transpired at the meeting to have been duly passed or had.

(ii) 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.

(iii) Any modification or waiver of the Terms and Conditions of the Notes in accordance with this Condition 17 will be effected in accordance with the Applicable Banking Regulations and conditional upon any prior approval from the Competent Authority and/or the Relevant Resolution Authority, to the extent required thereunder.

18. Further Issues

The Issuer may from time to time, without the consent of the Holders, but subject to any Supervisory Permission (if required), create and issue further notes having the same terms and conditions as the Notes in all respects (or in all respects except for the first payment of interest) so as to form a single series with the Notes.

19. Notices

The Issuer shall ensure that all notices are duly published in a manner which complies with the rules and regulations of any stock exchange or other relevant authority on which the Notes are for the time being listed and/or admitted to trading.

If the Notes are listed on AIAF, to the extent required by the applicable regulations, the Issuer shall ensure that (i) the communication of all notices will be made public to the market through an announcement of inside information (*comunicación de información privilegiada*) or of other relevant information (*comunicación de otra información relevante*) to be filed with the CNMV and to be published at the CNMV's official website at www.cnmv.es and (ii) all notices to the Holders will be published in the official bulletin of AIAF (*Boletín de Cotización de AIAF*).

For the avoidance of doubt, unless specifically incorporated by reference into the Base Prospectus, information contained on any website referred to in the Base Prospectus does not form part of the Base Prospectus and has not been scrutinised or approved by the CNMV.

Any such notice shall be deemed to have been given on the date of such publication or, if published more than once, on the first date on which publication is made. If publication as provided above is not practicable, notice will be given in such other manner, and shall be deemed to have been given on such date, as the Issuer may approve.

In addition, so long as the Notes are represented by book-entries in Iberclear, all notices to Holders shall be made through Iberclear for on transmission to their respective accountholders.

20. Loss absorbing power

(a) *Acknowledgement:* Notwithstanding any other term of the Notes or any other agreement, arrangement or understanding between the Issuer and the Holders, by its subscription and/or purchase and holding of the Notes, each Holder (which for the purposes of this Condition 20 includes each holder of a beneficial interest in the Notes) acknowledges, accepts, consents and agrees to be bound by the effect of the exercise of the Loss Absorbing Power by the Relevant Resolution Authority.

(b) *Payment of Interest and Other Outstanding Amounts Due*: No repayment or payment of the Amounts Due will become due and payable or be paid after the exercise of the Loss Absorbing Power by the Relevant Resolution Authority if and to the extent such amounts have been reduced, converted, cancelled, amended or altered as a result of such exercise.

(c) *Notice to Holders*: Upon the exercise of any Loss Absorbing Power by the Relevant Resolution Authority with respect to the Notes, the Issuer will make available a written notice to the Holders as soon as practicable regarding such exercise of the Loss Absorbing Power. No failure or delay by the Issuer to deliver a notice to the Holders shall affect the validity or enforceability of the exercise of the Loss Absorbing Power.

(d) *Proration*: If the Relevant Resolution Authority exercises the Loss Absorbing Power with respect to less than the total Amounts Due, any cancellation, write-off or conversion made in respect of the Notes pursuant to the Loss Absorbing Power will be made on a pro-rata basis, unless the Relevant Resolution Authority instructs otherwise.

(e) *Condition Exhaustive*: The matters set forth in this Condition 20 shall be exhaustive on the foregoing matters to the exclusion of any other agreements, arrangements or understandings between the Issuer and any Holder.

(f) *No Event of Default*: None of a cancellation of the Notes, a reduction in the Amounts Due, the conversion thereof into another security or obligation of the Issuer or another person, as a result of the exercise of the Loss Absorbing Power by the Relevant Resolution Authority with respect to the Issuer or the exercise of the Loss Absorbing Power with respect to the Notes will be an event of default or otherwise constitute non-performance of a contractual obligation, or entitle the Holders to any remedies (including equitable remedies) which are hereby expressly waived.

21. Governing Law and Jurisdiction

(a) *Governing law*:

The Notes and any non-contractual obligations arising out of or in connection with the Notes shall be governed by, and construed in accordance with, Spanish law (*legislación común española*).

(b) *Spanish courts*:

Each of the Issuer and any Holder submits to the exclusive jurisdiction of the Spanish courts, in particular, to the venue of the city of Madrid, Spain, in relation to any dispute arising out of or in connection with the Notes (including a dispute relating to any non-contractual obligations arising out of or in connection with the Notes).

FORM OF NOTES FINAL TERMS

[**PROHIBITION OF SALES TO EEA RETAIL INVESTORS –** The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("**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**"); 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. Consequently no key information document required by Regulation (EU) No 1286/2014 (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.]

[**PROHIBITION OF SALES TO UK RETAIL INVESTORS** – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom ("**UK**"). For these purposes, a retail investor means a person who is neither (i) a professional client, as defined in point (8) of article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**EUWA**"); nor (ii) a qualified investor as defined in paragraph 15 of Schedule 1 to the Public Offers and Admissions to Trading Regulations 2024. Consequently no key information document required by Regulation (EU) No 1286/2014 as it forms part of the domestic law of the UK by virtue of the EUWA (the "**UK PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.]

[**MIFID II product governance / Professional investors and ECPs 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**"); or (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. [*Consider any 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.]

[**UK MIFIR product governance / Professional investors and ECPs 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 Business Sourcebook, and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of the domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018; and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. [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 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.]

Notes Final Terms dated [●]

Kutxabank, S.A.
Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes]

Legal Entity Identifier (LEI): [●]

Euro Medium Term Note and European Covered Bond (Premium) Programme

PART A – CONTRACTUAL TERMS

OPTION 1 (NORMAL ISSUANCE UNDER THE PROGRAMME ON THE BASIS OF THE TERMS AND CONDITIONS SET OUT IN THE BASE PROSPECTUS)

[Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of the Notes (the "**Terms and Conditions of the Notes**") set forth in the Base Prospectus dated 22 January 2026 [and the supplement[s] to it dated [*date*] [and [*date*]] which [together] constitute[s] a base prospectus (the "**Base Prospectus**") for the purposes of the Prospectus Regulation. This document constitutes the Notes Final Terms of the Notes described herein for the purposes of the Prospectus Regulation and must be read in conjunction with the Base Prospectus in order to obtain all the relevant information on the Issuer and the offer of the Notes.]

OPTION 2 (ISSUANCE ON THE BASIS OF THE TERMS AND CONDITIONS FROM AN EARLIER BASE PROSPECTUS INCORPORATED BY REFERENCE IN THE BASE PROSPECTUS)

The following alternative language applies if the first tranche of an issue which is being increased was issued under a base prospectus with an earlier date and the relevant terms and conditions from that base prospectus with an earlier date were incorporated by reference in this Base Prospectus.

[Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of the Notes (the "**Terms and Conditions of the Notes**") set forth in the Base Prospectus dated [original date]. This document constitutes the Final Terms of the Notes described herein for the purposes of the Prospectus Regulation, and, save in respect of the Conditions, must be read in conjunction with the Base Prospectus dated 22 January 2026 [and the supplement[s] to it dated [date] [and [date]] ([together,] the "**Base Prospectus**") in order to obtain all the relevant information. The Base Prospectus constitute a base prospectus for the purposes of the Prospectus Regulation. The Conditions are incorporated by reference in the Base Prospectus.]

END OF OPTIONS

The Base Prospectus [and the supplement[s] to it dated [date] [and [date]] [has/have] been published on the website of the Issuer ([●]) and on the website of the CNMV (www.cnmv.es).

[*For the avoidance of doubt, information contained on any website referred to in the Base Prospectus does not form part of the Base Prospectus (unless specifically incorporated by reference into the Base Prospectus) and has not been scrutinised or approved by the CNMV.*]

The expression "**Prospectus Regulation**" means Regulation (EU) 2017/1129.

[In accordance with the Prospectus Regulation, no prospectus is required in connection with the issuance of the Notes described herein.]

[*Include whichever of the following apply or specify as "Not Applicable" (N/A). Note that the numbering should remain as set out below, even if "Not Applicable" is indicated for individual paragraphs (in which case the*

sub-paragraphs of the paragraphs which are not applicable can be deleted). Italics denote guidance for completing the Notes Final Terms.]

1.	Issuer:		Kutxabank, S.A.
2.	(i)	Series Number:	[●]
	(ii)	Tranche Number:	[●]
	(iii)	Date on which the Notes become fungible:	[Not Applicable / The Notes shall be consolidated, form a single series and be interchangeable for trading purposes with the [●] on [[●]/the Issue Date]].
3.	Specified Currency:		[EUR]
4.	(i)	Aggregate Nominal Amount:	[●]
		(a) Series:	[●]
		(b) Tranche:	[●]
	(ii)	Number of Notes:	[●]
		(a) Series:	[●]
		(b) Tranche:	[●]
5.	Issue Price:		[●]% of the Aggregate Nominal Amount of the Tranche [plus accrued and unpaid interest from [●] (*in the case of fungible issues only, if applicable*)]
6.	Minimum Subscription Amount:		[EUR [●]]
7.	(i)	Specified Denominations:	[●] (*No Notes may be issued which have a minimum denomination of less than EUR100,000 (or equivalent in another currency*))
	(ii)	Calculation Amount:	[●]
8.	(i)	Issue Date:	[●]
	(ii)	Interest Commencement Date:	[[●] / Issue Date / Not Applicable]
9.	Maturity Date:		[[●] / Interest Payment Date in or nearest to [●] (*for Floating Rate Notes*)]
10.	Interest Basis:		[[●]% Fixed Rate] / [[•][•] [EURIBOR / €STR] [+/–][●]% Floating Rate] / Reset Notes / [[●]% Fixed Rate to [●][●] [EURIBOR / €STR] [+/–][●]% Floating Rate] / [[●][●] [EURIBOR / €STR] [+/–][●]% Floating Rate to [●]% Fixed Rate] / [[●]% Fixed Rate to Reset]

		[Zero Coupon] (see paragraph [18/19/20] below)
11.	Redemption/Payment Basis:	Subject to any purchase and cancellation or early redemption, the Notes will be redeemed on the Maturity Date at [•]/[100]% of their Outstanding Principal Amount.
12.	Change of Interest or Redemption/Payment Basis:	[*Specify the date when any Fixed to Floating Rate, Floating to Fixed Rate or Fixed to Reset Rate change occurs or refer to paragraphs 17, 18 or 19 below and identify there* / Not Applicable]
13.	Put/Call Options:	[Applicable / Not Applicable] [Investor Put] [Issuer Call] [Issuer Residual Call] [(See paragraph [21/25/26] below)]
14.	Status of the Notes:	[Senior Notes – Ordinary Senior Notes / Senior Notes – Senior Non-Preferred Notes] / [Subordinated Notes - Senior Subordinated Notes / Subordinated Notes - Tier 2 Subordinated Notes]
15.	Date and details of the relevant approval/resolution(s) for issuance of Notes obtained:	[●]
16.	Gross-up in respect of principal and any premium (pursuant to Condition 12(a)):	[Applicable / Not Applicable] (*Only relevant for Ordinary Senior Notes and include "Applicable" only if such Notes are not intended to qualify as MREL-Eligible Instruments) (Include "Not Applicable" for Senior Non-Preferred Notes and Subordinated Notes*)

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

17.	Fixed Rate Note Provisions:	[Applicable [from [●] to [●]] / Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(i) Rate[(s)] of Interest:	[●]% per annum payable in arrear on each Interest Payment Date
	(ii) Interest Payment Date(s):	[●] in each year
	(iii) Business Day Convention:	[Floating Rate Convention / Following Business Day Convention / Modified Following Business Day Convention / Preceding Business Day Convention / No Adjustment]

(iv)	Additional Business Centre(s):	[Not Applicable / [●]]
(v)	Fixed Coupon Amount:	[●] per Calculation Amount
(vi)	Fixed Coupon Amount for a short or long Interest Period ("Broken Amount(s)"):	[Not Applicable / [●] per Calculation Amount, payable on the Interest Payment Date falling [in/on] [●]]
(vii)	Day Count Fraction:	[30/360 / Actual/Actual [(ICMA/ISDA)] / Actual/365 (Fixed) / Actual/360 / 30E/360 [(ISDA)]]

18. Reset Note Provisions: [Applicable / Not applicable]

(*If not applicable delete the remaining sub paragraphs of this paragraph*)

(i)	Initial Rate of Interest:	[●]% per annum payable in arrear [on each Interest Payment Date]
(ii)	First Margin:	[+/-][●]% per annum
(iii)	Subsequent Margin:	[+/-][●]% per annum / Not Applicable
(iv)	Interest Payment Date(s):	[●][and [●]] in each year up to and including the Maturity Date
(v)	Fixed Coupon Amount up to (but excluding) the First Reset Date:	[●] per Calculation Amount / Not Applicable
(vi)	Broken Amount(s):	[●] per Calculation Amount payable on the Interest Payment date falling [in/on] [●] / Not Applicable
(vii)	First Reset Date:	[●]
(viii)	Second Reset Date:	Not Applicable / [●]
(ix)	Subsequent Reset Date(s):	Not Applicable / [●] [and [●]]
(x)	Relevant Screen Page:	[●]
(xi)	Reset Reference Rate:	Reference Bond Rate / Mid-Swap Rate
(xii)	Mid-Swap Rate:	Single Mid-Swap Rate / Mean Mid-Swap Rate / Not Applicable
(xiii)	Mid-Swap Maturity:	[●]
(xv)	Day Count Fraction:	[30/360 / Actual/Actual [(ICMA/ISDA)] / Actual/365 (Fixed) / Actual/360 / 30E/360 [(ISDA)]]

(xvi)	Reset Determination Date:	[●] in each year / The provisions in the Terms and Conditions of the Notes apply
(xvii)	Reset Determination Time:	[●]
(xviii)	Business Day Convention:	[Floating Rate Convention / Following Business Day Convention / Modified Following Business Day Convention / Preceding Business Day Convention / No Adjustment]
(xix)	Additional Business Centre(s):	[Not Applicable / [●]]
(xx)	Relevant Financial Centre:	[●]
(xxi)	Determination Agent:	[●]
(xxii)	Party responsible for calculating the Rate(s) of Interest and/or Interest Amount(s):	[●] shall be the Calculation Agent
(xxiii)	Mid-Swap Floating Leg Benchmark Rate:	[EURIBOR]
(xxiv)	Minimum Rate of Interest:	[[●]% per annum / Not applicable]
(xxv)	Maximum Rate of Interest:	[[●]% per annum / Not applicable]

19. Floating Rate Note Provisions: [Applicable [from [●] to [●]] / Not Applicable]

(*If not applicable delete the remaining sub-paragraphs of this paragraph*)

(i)	Specified Period:	[●]
(ii)	Interest Payment Date(s):	[●]
(iii)	[First Interest Payment Date]:	[●]
(iv)	Business Day Convention:	[Floating Rate Convention / Following Business Day Convention / Modified Following Business Day Convention / Preceding Business Day Convention / No Adjustment]
(v)	Additional Business Centre(s):	[Not Applicable / [●]]
(vi)	Manner in which the Rate(s) of Interest is/are to be determined:	[Screen Rate Determination / ISDA Determination]

(vii)	Party responsible for calculating the Rate(s) of Interest and/or Interest Amount(s):	[●] shall be the Calculation Agent
(ix)	Screen Rate Determination:	[Applicable/Not Applicable] (*If not applicable delete the remaining sub-paragraphs of this paragraph*)
	• Reference Rate:	[●][●] [EURIBOR / €STR]
	• Observation Method:	[Lag / Observation Shift / Not Applicable]
	• p:	[2 / [●] TARGET Settlement Days / Not Applicable] (*a minimum of 2 should be specified for the Lag Period or Observation Shift Period, unless otherwise agreed with the Calculation Agent*)
	• D:	[360/365/[●]] / [Not Applicable]
	• Interest Determination Date(s):	[The first Business Day in the relevant Interest Period / [●] TARGET Settlement Days prior to each Interest Payment Date / [●]] *(in the case of EURIBOR, the second day on which T2 is open prior to the start of each Interest Period)* *(in the case of €STR, the date falling "p" TARGET Settlement Days prior to the Interest Payment Date for such Interest Period (or the date falling "p" TARGET Settlement Days prior to such earlier date, if any, on which the Notes are due and payable)*
	• Relevant Screen Page:	[●]
	• Relevant Time:	[●] (*in the case of EURIBOR, 11.00 a.m. Brussels time*)
	• Relevant Financial Centre:	[●]
(x)	ISDA Determination:	[Applicable/Not Applicable] (*If not applicable delete the remaining sub-paragraphs of this paragraph*)
	• ISDA Definitions:	[2006 ISDA Definitions / 2021 ISDA Definitions]
	• Floating Rate Option:	[●] *(the Floating Rate Option should be selected from one of: EUR-EURIBOR-Reuters (if 2006 ISDA Definitions apply) EUR-EURIBOR (if 2021 ISDA Definitions apply) / EUR-EuroSTR / EUR-EuroSTR Compounded Index (each as defined in the ISDA Definitions). These are the options envisaged in the Terms and Conditions of the Notes)*

- Designated Maturity: [●]

  (*Designated Maturity will not be relevant where the Floating Rate Option is a risk free rate*)

- Reset Date: [●] / [as specified in the ISDA Definitions] / [the first day of the relevant Interest Period, subject to adjustment in accordance with the Business Day Convention set out in [(iv)] above and as specified in the ISDA Definitions]

- Compounding: [Applicable/Not Applicable]

  (*If not applicable delete the remaining sub-paragraphs of this paragraph*)

- Compounding Method: (*Select the relevant option and delete the rest*)

  [Compounding with Lookback

  Lookback: [●] Applicable Business Days]

  [Compounding with Observation Period Shift

  Observation Period Shift: [●] Observation Period Shift Business Days

  Observation Period Shift Additional Business Days: [●] / [Not Applicable]]

  [Compounding with Lockout

  Lockout: [●] Lockout Period Business Days

  Lockout Period Business Days: [●]/[Applicable Business Days]]

- Averaging: [Applicable/Not Applicable]] (*If not applicable delete the remaining sub-paragraphs of this paragraph*)

- [Averaging Method (*Select the relevant option and delete the rest*)

  [Averaging with Lookback

  Lookback: [●] Applicable Business Days]

  [Averaging with Observation Period Shift

  Observation Period Shift: [●] Observation Period Shift Business Days

  Observation Period Shift Additional Business Days: [●]/[Not Applicable]]

  [Averaging with Lockout

  Lockout: [●] Lockout Period Business Days

			Lockout Period Business Days: [●]/[Applicable Business Days]]
		• Index Provisions:	[Applicable/Not Applicable] *(If not applicable delete the remaining sub-paragraphs of this paragraph)*
		• Index Method:	Compounded Index Method with Observation Period Shift Observation Period Shift: [●] Observation Period Shift Business Days Observation Period Shift Additional Business Days: [●] / [Not Applicable]
	(xi)	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*)
	(xii)	Margin(s):	[+/-][●]% per annum
	(xiiii)	Minimum Rate of Interest:	[[●]% per annum / Not applicable]
	(xiv)	Maximum Rate of Interest:	[[●]% per annum / Not applicable]
	(xv)	Day Count Fraction:	[30/360 / Actual/Actual [(ICMA/ISDA)] / Actual/365 (Fixed) / Actual/360 / 30E/360 [(ISDA)]]
20.	Zero Coupon Note Provisions		[Applicable/Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
	(i)	Amortisation Yield	[●]% per annum
	(ii)	Day Count Fraction:	[30/360 / Actual/Actual [(ICMA/ISDA)] / Actual/365 (Fixed) / Actual/360 / 30E/360 [(ISDA)]]

PROVISIONS RELATING TO REDEMPTION

21.	Call Option:		[Applicable / Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(i)	Optional Redemption Date(s):	[[●] / Any date falling in the Optional Redemption Period (call) / Not Applicable]
	(ii)	Optional Redemption Period (call):	[[●]/ Not Applicable]

	(iii)	Optional Redemption Amount(s) (Call) of each Note and method, if any, of calculation of such amount(s):	[[●] per Calculation Amount / [●]] [(in the case of the Optional Redemption Dates falling on [●]/[in the period from and including [*date*]]
	(iv)	Notice period:	[●]
22.	Redemption due to a Capital Event:		Not Applicable / The provisions in Condition 10(d) apply
23.	Redemption due to a MREL Disqualification Event:		Not Applicable / The provisions in Condition 10(e) apply
24.	Redemption in part:		[Applicable/Not Applicable]
	(i)	Minimum Redemption Amount:	[●] per Calculation Amount
	(ii)	Maximum Redemption Amount	[●] per Calculation Amount
25.	Issuer Residual Call:		[Applicable / Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
	(i)	Optional Redemption Amount (Residual Call):	[[●] per Calculation Amount / [●]]
	(ii)	Residual Percentage:	[[20] per cent. / [●] per cent.]
	(ii)	Notice period:	[●]
26.	Put Option:		[Applicable/Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
	(i)	Optional Redemption Date(s):	[●]
	(ii)	Optional Redemption Amount(s) (Put) of each Note and method, if any, of calculation of such amount(s):	[[●] per Calculation Amount / [●]]
	(iii)	Notice period:	[●]
27.	Notice period, other than in the case of Call Option, Issuer Residual Call and Put Option:		[●]

28.	Final Redemption Amount of each Note:	[Par / [●] per Calculation Amount]
29.	Early Redemption Amount of each Note and method, if any, of calculation of such amount(s):	[Par / [●] per Calculation Amount / [●]]

GENERAL PROVISIONS APPLICABLE TO THE NOTES

30.	Additional Financial Centre(s) or other special provisions relating to payment dates:	[Not Applicable /*give details*].
31.	Waiver of set-off rights	[Applicable/Not Applicable] (*Only relevant for Ordinary Senior Notes and include "Applicable" only if such Notes are not intended to qualify as MREL-Eligible Instruments) (Include "Not Applicable" for Senior Non-Preferred Notes and Subordinated Notes*)
32.	Substitution and Variation:	[Applicable/Not Applicable]
33.	Additional Events of Default (Ordinary Senior Notes):	[Condition 13(b) is applicable / Not Applicable] (*Only relevant for Ordinary Senior Notes and include "Condition 13(b) is applicable" only if such Notes are not intended to qualify as MREL-Eligible Instruments) (Include "Not Applicable" for Senior Non-Preferred Notes and Subordinated Notes*)

Signed on behalf of Kutxabank, S.A.:

By: .....

Duly authorised pursuant to the resolutions of [●]

Date:

PART B – OTHER INFORMATION

1. LISTING AND ADMISSION TO TRADING

(i)	Admission to Trading:	[Application has been made by the Issuer (or on its behalf) for the Notes to be admitted to trading on [*AIAF / other stock exchange or market (either Spanish, European or non-European, including regulated markets, multilateral trading facilities or any other organised markets)]* [within 30 days following the Issue Date */ Other time period*].] (*When documenting a fungible issue need to indicate that original Notes are already admitted to trading.*)
(ii)	Estimate of total expenses related to admission to trading:	[●]

2. RATINGS

The Notes to be issued [have been/are expected to be] rated]/[The following ratings reflect ratings assigned to Notes of this type issued under the Programme generally]:

Ratings:

[Standard & Poor's: [●]]

[*Insert meaning of rating*]

[Moody's: [●]]

[*Insert meaning of rating*]

[Fitch: [●]]

[*Insert meaning of rating*]

[[Other]: [●]]

[*Insert meaning of rating*]

Option 1 - CRA established in the EEA and registered under the CRA Regulation

[*Insert legal name of particular credit rating agency entity providing rating] is established in the EEA and registered under Regulation (EC) No 1060/2009, as amended (the "**CRA Regulation**"*).

Option 2 - CRA not established in the EEA but relevant rating is endorsed by a CRA which is established and registered under the CRA Regulation

[*Insert legal name of particular credit rating agency entity providing rating*] is not established in the EEA but the rating it has given to the Notes is endorsed by [insert legal name of credit rating agency], which is established in the EEA and

registered under Regulation (EC) No 1060/2009, as amended (the "**CRA Regulation**").

Option 3 - CRA is not established in the EEA and relevant rating is not endorsed under the CRA Regulation but CRA is certified under the CRA Regulation

[*Insert legal name of particular credit rating agency entity providing rating*] is not established in the EEA but is certified under Regulation (EU) No 1060/2009, as amended (the "**CRA Regulation**").

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

[Save for any fees payable to the [Dealers/Calculation Agent/Determination Agent] and those that may eventually payable to any Independent Financial Adviser (if eventually appointed), so far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer. Notwithstanding the above, [any of] the Dealer[s] might be appointed as Independent Financial Adviser (should one be eventually appointed). The [Dealers/Calculation Agent/Determination Agent] and any Independent Financial Adviser (if eventually appointed) 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 (including when the Issuer, any member of the Group or any dealer or any member of their groups acts as Calculation Agent or Determination Agent*))]

4. YIELD

Indication of yield:	[●] [*The yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.]*

5. OPERATIONAL INFORMATION

ISIN:	[●]
Common Code:	[●]
Trade Date:	[●]
Subscription and payment	[The Notes have been subscribed and paid up on [●]]
Delivery:	Delivery [against/free of] payment
Relevant Benchmark[s]:	[[*specify benchmark*] is provided by *[administrator legal name*]][*repeat as necessary*]. As at the date hereof, [[*administrator legal name*][appears]/[does not appear]][*repeat as necessary*] in the register of administrators and benchmarks established and maintained by ESMA pursuant to article 36 (Register of administrators and benchmarks) of the Benchmarks Regulation /[As far as the Issuer is aware, as at the date hereof, [specify benchmark] does not fall within the scope of the Benchmarks Regulation /

[As far as the Issuer is aware, the transitional provisions in article 51 of the Benchmarks Regulation, as amended apply, such that [name of administrator] is not currently required to obtain authorisation/registration (or, if located outside the European Union, recognition, endorsement or equivalence)]/ [Not Applicable]

6. DISTRIBUTION

(i)	Method of Distribution:	[Syndicated / Non-syndicated]
(ii)	If syndicated:	
(A)	Names of dealers:	[Not Applicable/*give names*]
(B)	Stabilisation Manager(s), if any:	[Not Applicable/*give names*]
(iii)	If non-syndicated, name of dealer:	
(iv)	Countries to which the Base Prospectus has been communicated:	
(v)	U.S. Selling Restrictions:	Reg S Compliance Category [1/2] – Not Rule 144A Eligible

7. REASONS FOR THE OFFER AND ESTIMATED NET AMOUNT OF PROCEEDS

Reasons for the offer:

[See ["Use of Proceeds"] in the Base Prospectus. [The Notes are expected to be eligible for MREL] [The Notes are intended to qualify as Tier 2 Capital of the Issuer for the purposes of Applicable Banking Regulations] / *Other (if reasons for the offer are different from general financial requirements and there is a particular identified use of proceeds, this will need to be stated here)* / [The Notes are intended to be issued as [Green Notes] and an amount equivalent to the net proceeds from the issuance of the Notes will be used to finance and/or refinance [Eligible Projects / *Describe Eligible Project if there is a particular identified use of proceeds under the Green Bond Framework*] as described in paragraph (b) of the section headed "Use of Proceeds" in the Base Prospectus (*in case it is specified Green Notes, the following wording shall be inserted:*

"Investors should have regard to the factors described under the section headed "Risk Factors" in the Base Prospectus, in particular the risk factor entitled "Notes issued as "Green Notes", as described in "Use of Proceeds", may not meet investor expectations or be suitable for an investor's investment criteria. The Issuer will report annually on the allocation of proceeds obtained from the Green Notes and the environmental impact of the relevant projects at the category level. The allocation and impact report, along with the

external assurance report will be available at the Issuer's website: [●]"]

Estimated net proceeds: [●]

TERMS AND CONDITIONS OF THE EUROPEAN COVERED BONDS (PREMIUM)

The following, except for paragraphs in italics, is the text of the terms and conditions of the Covered Bonds which will be completed by the relevant Covered Bonds Final Terms

1. Introduction

(a) *Programme:* Kutxabank, S.A. (the "**Issuer**") has established a Euro Medium Term Note and European Covered Bond (Premium) Programme (the "**Programme**") under a Base Prospectus dated 22 January 2026 (the "**Base Prospectus**") for the issuance of up to €5,000,000,000 in aggregate principal amount of (i) Mortgage Covered Bonds and Public Sector Covered Bonds (as these terms are defined below) in accordance with the provisions of Royal Decree-Law 24/2021 (together, the "**Covered Bonds**"); and (ii) medium term notes.

The Covered Bonds will be considered European covered bonds (premium) (*bonos garantizados europeos (premium)*) pursuant to article 4.3 of Royal Decree-Law 24/2021.

The Covered Bonds may be Fixed Rate Covered Bonds, Floating Rate Covered Bonds, Fixed to Floating Covered Bonds or Floating to Fixed Covered Bonds.

On 8 July 2025, the Bank of Spain authorised the covered bond programmes of the Issuer for the issuance of Mortgage Covered Bonds and Public Sector Covered Bonds for an aggregate amount of EUR 5,000,000,000, and with a validity period expiring on 8 July 2028. The Mortgage Covered Bonds and Public Sector Covered Bonds issued under the Programme will form part of the relevant covered bond programme and will be collateralised by the relevant Cover Pool. The terms and conditions of the Covered Bonds are compatible and do not contradict the terms of the covered bond programmes. The Issuer will only issue Mortgage Covered Bonds and/or Public Sector Covered Bonds to the extent the covered bond programmes are in force. If there is any change on the terms and conditions of the covered bonds in the context of the updates of the programmes the Bank may need to supplement the Base Prospectus.

(b) *Covered Bonds Final Terms*: Covered Bonds issued under the Programme are issued in series (each a "**Series**") and each Series may comprise one or more tranches (each a "**Tranche**") of Covered Bonds. Each Tranche is the subject of a final terms (the "**Covered Bonds Final Terms**") which completes these terms and conditions (the "**Terms and Conditions of the Covered Bonds**"). The terms and conditions applicable to any particular Tranche of Covered Bonds are these Terms and Conditions of the Covered Bonds as completed by the relevant Covered Bonds Final Terms. In the event of any inconsistency between these Terms and Conditions of the Covered Bonds and the relevant Covered Bonds Final Terms, the relevant Covered Bonds Final Terms shall prevail.

(c) *Paying Agency:* For Covered Bonds listed on AIAF, all payments under the Terms and Conditions of the Covered Bonds will be carried out directly by the Issuer through Iberclear (as defined below).

(d) *The Covered Bonds*: All subsequent references in these Terms and Conditions of the Covered Bonds to "Covered Bonds" are to the Covered Bonds which are the subject of the relevant Covered Bonds Final Terms. Copies of the relevant Covered Bonds Final Terms are available for viewing at the Issuer's website (https://www.kutxabank.com/cs/Satellite/kutxabank/es/informacion_para_brinversores/renta_fija/emisiones).

2. Interpretation

(a) *Definitions*: In these Terms and Conditions of the Covered Bonds the following expressions have the following meanings:

"**2006 ISDA Definitions**" means, in relation to a Series of Covered Bonds, the 2006 ISDA Definitions (as supplemented, amended and updated as at the date of issue of the first Tranche of the Covered Bonds of such Series) as published by ISDA (copies of which may be obtained from ISDA at www.isda.org);

"**2021 ISDA Definitions**" means, in relation to a Series of Covered Bonds, the latest version of the 2021 ISDA Interest Rate Derivatives Definitions (including each Matrix (and any successor Matrix thereto), as defined in such 2021 ISDA Interest Rate Derivatives Definitions) as at the date of issue of the first Tranche of Covered Bonds of such Series, as published by ISDA on its website (www.isda.org);

"**Additional Business Centre(s)**" means the city or cities specified as such in the relevant Covered Bonds Final Terms;

"**Additional Financial Centre(s)**" means the city or cities specified as such in the relevant Covered Bonds Final Terms;

"**Adjustment Spread**" means either a spread (which may be positive or negative or zero), or a formula or methodology for calculating a spread, in either case, to be applied to 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 relevant Reference Rate with the Successor Rate by any Relevant Nominating Body; or

(b) (if no such recommendation has been made, or in the case of an Alternative Rate), the Independent Financial Adviser or the Issuer, acting in good faith and in a reasonable commercial manner and following consultation with the Independent Financial Adviser in the event one has been appointed, as applicable, determines is in the customary market usage in the debt capital markets for transactions which reference the relevant Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Rate (as the case may be); or

(c) (if no such determination has been made), the Independent Financial Adviser or the Issuer, acting in good faith and in a reasonable commercial manner and following consultation with the Independent Financial Adviser in the event one has been appointed, as applicable, determines is recognised or acknowledged as being the industry standard for over-the-counter derivative transactions which reference the relevant Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Rate (as the case may be); or

(d) (if no such industry standard is recognised or acknowledged), the Independent Financial Adviser or the Issuer, acting in good faith and in a reasonable commercial manner and following consultation with the Independent Financial Adviser in the event one has been appointed, as applicable, determines to be appropriate having regard to the objective, so far as reasonably practicable in the circumstances and solely for the purposes of this sub-paragraph (d), of reducing any economic prejudice or benefit (as the case may be) to Holders as a result of the replacement of the relevant Reference Rate with the Successor Rate or the Alternative Rate (as the case may be);

"**Aggregate Nominal Amount**" has the meaning given in the relevant Covered Bonds Final Terms;

"**AIAF**" means the Spanish AIAF Fixed Income Market (*AIAF Mercado de Renta Fija*);

"**Alternative Rate**" means an alternative benchmark or screen rate which the Independent Financial Adviser or the Issuer, acting in good faith and in a reasonable commercial manner and following consultation with the Independent Financial Adviser (in the event that one has been appointed), as applicable, determines in accordance with Condition 8 (*Benchmark Discontinuation*) is customary in 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 period in the relevant currency;

"**Amortisation Yield**" has the meaning given in the relevant Covered Bonds Final Terms;

"**Benchmark Event**" means:

(a) the Reference Rate (as applicable) ceasing to be published for a period of at least five consecutive Business Days or ceasing to exist; or

(b) a public statement by the administrator of the Reference Rate that (in circumstances where no successor administrator has been or will be appointed that will continue publication of such Reference Rate) it has ceased publishing such Reference Rate permanently or indefinitely, or that it will cease to do so by a specified future date (the "**Specified Future Date**"); or

(c) a public statement by the supervisor of the administrator of the relevant Reference Rate, that such relevant Reference Rate has been or will, by a Specified Future Date, be permanently or indefinitely discontinued (in circumstances where no successor administrator has been appointed that will continue publication of such Reference Rate); or

(d) a public statement by the supervisor of the administrator of the relevant Reference Rate that means that such relevant Reference Rate will, by a Specified Future Date, be prohibited from being used or that its use will be subject to restrictions or adverse consequences, either generally or in respect of the Covered Bonds; or

(e) a public statement by the supervisor of the administrator of the relevant Reference Rate that, in the view of such supervisor, such relevant Reference Rate is or will be by a Specified Future Date no longer representative of an underlying market and such representativeness will not be restored (as determined by such supervisor); or

(f) it has or will, by a specified date within the following six months, become unlawful for the Issuer or other party to calculate any payments due to be made to any Holder using the relevant Reference Rate (including, without limitation, under the Benchmarks Regulation, if applicable).

Notwithstanding the sub-paragraphs above, where the relevant Benchmark Event is a public statement within sub-paragraphs (b), (c), (d) or (e) above and the Specified Future Date in the public statement is more than six months after the date of that public statement, the Benchmark Event shall not be deemed to occur until the date falling six months prior to such Specified Future Date.

The occurrence of a Benchmark Event shall be determined by the Issuer and promptly notified to the Calculation Agent, if different to the Issuer. For the avoidance of doubt, the Calculation Agent, if different to the Issuer, shall not have any responsibility for making such determination;

"**Benchmarks Regulation**" means Regulation (EU) 2016/1011 of the European Parliament and of the Council of 8 June 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds and amending Directives 2008/48/EC and 2014/17/EU and Regulation (EU) No 596/2014, as amended or replaced from time to time;

"**Broken Amount**" has the meaning given in the relevant Covered Bonds Final Terms;

"**Business Day**" means a TARGET Settlement Day and a day on which commercial banks and foreign exchange markets settle payments generally in each (if any) Additional Business Centre;

"**Business Day Convention**", in relation to any particular date, has the meaning given in the relevant Covered Bonds Final Terms and, if so specified in the relevant Covered Bonds Final Terms, may have different meanings in relation to different dates and, in this context, the following expressions shall have the following meanings:

(a) "**Following Business Day Convention**" means that the relevant date shall be postponed to the first following day that is a Business Day;

(b) "**Modified Following Business Day Convention**" or "**Modified Business Day Convention**" means that the relevant date shall be postponed to the first following day that is a Business Day unless that day falls in the next calendar month in which case that date will be the first preceding day that is a Business Day;

(c) "**Preceding Business Day Convention**" means that the relevant date shall be brought forward to the first preceding day that is a Business Day;

(d) "**FRN Convention**", "**Floating Rate Convention**" or "**Eurodollar Convention**" means that each relevant date shall be the date which numerically corresponds to the preceding such date in the calendar month which is the number of months specified in the relevant Covered Bonds Final Terms as the Specified Period after the calendar month in which the preceding such date occurred *provided, however, that*:

(i) if there is no such numerically corresponding day in the calendar month in which any such date should occur, then such date will be the last day which is a Business Day in that calendar month;

(ii) if any such date would otherwise fall on a day which is not a Business Day, then such date will be the first following day which is a Business Day unless that day falls in the next calendar month, in which case it will be the first preceding day which is a Business Day; and

(iii) if the preceding such date occurred on the last day in a calendar month which was a Business Day, then all subsequent such dates will be the last day which is a Business Day in the calendar month which is the specified number of months after the calendar month in which the preceding such date occurred; and

(e) "**No Adjustment**" means that the relevant date shall not be adjusted in accordance with any Business Day Convention;

"**Calculation Agent**" means the Issuer or such other Person specified in the relevant Covered Bonds Final Terms as the party responsible for calculating the Rate(s) of Interest and Interest

Amount(s) and/or such other amount(s) as may be specified in the relevant Covered Bonds Final Terms;

"**Calculation Amount**" has the meaning given in the relevant Covered Bonds Final Terms;

"**Certificate**" has the meaning given in Condition 3(c) (*Form, Denomination, Title and Transfer — Title and Transfer*);

"**Chairperson**" has the meaning given to such term in Condition 14(d) (*Meeting of Holders; Modification and Waiver – Chairperson*);

"**Clearstream, Luxembourg**" means Clearstream Banking, S.A.;

"**CNMV**" means the Spanish Securities Market Commission (*Comisión Nacional del Mercado de Valores*);

"**Code**" has the meaning given in Condition 10 (*Payments*);

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

"**Cover Pool Monitor**" means the external or internal monitor of the relevant Cover Pool(s) appointed in accordance with the provisions of Royal Decree-Law 24/2021 (*órgano de control del conjunto de cobertura*).

Beka Finance, S.V., S.A. was appointed by the Issuer on 8 April 2022 as cover pool monitor of the covered bond programmes of the Issuer for the issuance of Mortgage Covered Bonds and Public Sector Covered Bonds. Beka Finance, S.V., S.A. was appointed for a minimum period of 3 years, which may be extended up to 10 years, and is duly authorised by the Bank of Spain to act as cover pool monitor. On 8 July 2025, the Bank extended Beka Finance, S.V., S.A.'s appointment as cover pool monitor for 3 additional years.

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

"**Day Count Fraction**" means, in respect of the calculation of an amount for any period of time (the "**Calculation Period**"), such day count fraction as may be specified in these Terms and Conditions of the Covered Bonds or the relevant Covered Bonds Final Terms and:

(a) if "**Actual/Actual (ICMA)**" is so specified, means:

(i) where the Calculation Period is equal to or shorter than the Regular Period during which it falls, the actual number of days in the Calculation Period divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year; and

(ii) where the Calculation Period is longer than one Regular Period, the sum of:

(A) the actual number of days in such Calculation Period falling in the Regular Period in which it begins divided by the product of (1) the actual number

of days in such Regular Period and (2) the number of Regular Periods in any year; and

(B) the actual number of days in such Calculation Period falling in the next Regular Period divided by the product of (a) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year;

(b) if "**Actual/Actual (ISDA)**" is so specified, means the actual number of days in the Calculation Period divided by 365 (or, if any portion of the Calculation Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365);

(c) if "**Actual/365 (Fixed)**" is so specified, means the actual number of days in the Calculation Period divided by 365;

(d) if "**Actual/360**" is so specified, means the actual number of days in the Calculation Period divided by 360;

(e) if "**30/360**" is so specified, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360x(Y_2 - Y_1)] + [30x(M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

"$\mathbf{Y_1}$" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"$\mathbf{Y_2}$" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"$\mathbf{M_1}$" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"$\mathbf{M_2}$" is the calendar month, expressed as number, in which the day immediately following the last day included in the Calculation Period falls;

"$\mathbf{D_1}$" is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D1 will be 30; and

"$\mathbf{D_2}$" is the calendar day, expressed as a number, immediately following the last day included in the Calculation 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 so specified, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$Day\ Count\ Fraction = \frac{[360x(Y_2 - Y_1)] + [30x(M_2 - M_1) + (D_2 - D_1)]}{360}$$

where:

"$\mathbf{Y_1}$" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"**Y_2**" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"**M_1**" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"**M_2**" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"**D_1**" is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D1 will be 30; and

"**D_2**" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31, in which case D2 will be 30; and

(g) if "**30E/360 (ISDA**)" is so specified, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360x(Y_2 - Y_1)] + [30x(M_2_M_1) + (D_2 - D_1)]}{360}$$

where:

"**Y_1**" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"**Y_2**" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"**M_1**" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"**M_2**" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"**D_1**" is the first calendar day, expressed as a number, of the Calculation 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

"**D_2**" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless (i) that day is the last day of February but not the Maturity Date (or the Extended Maturity Date, as applicable) or (ii) such number would be 31, in which case D2 will be 30,

provided, however, that in each such case the number of days in the Calculation Period is calculated from and including the first day of the Calculation Period to but excluding the last day of the Calculation Period;

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

"**Eligible Assets for Mortgage Covered Bonds**" means the eligible assets which form part of the Cover Pool for Mortgage Covered Bonds, including (i) the eligible primary assets referred to in paragraphs (d) and (f) of article 129.1 of CRR, (ii) replacement assets, (iii) the liquid assets that make up the liquidity buffer of such Cover Pool and (iv) the credit rights in connection with

the derivative financial instruments linked to such Cover Pool, all in accordance with the applicable regulations in force from time to time and the corresponding covered bond programme authorized by the Bank of Spain;

"**Eligible Assets for Public Sector Covered Bonds**" means the eligible assets which form part of the Cover Pool for Public Sector Covered Bonds, including (i) the loans or credits against counterparties eligible as primary assets referred to in paragraph (a) of article 129.1 of the CRR, (ii) replacement assets, (iii) the liquid assets that make up the liquidity buffer of such Cover Pool and (iv) the credit rights in connection with the derivative financial instruments linked to such Cover Pool, all in accordance with the applicable regulations in force from time to time and the corresponding covered bond programme authorized by the Bank of Spain;

"**Eligible Persons**" means those Holders or persons (being duly appointed proxies or representatives of such Holders) that are entitled to attend and vote at a meeting of the Holders, for the purposes of which no person shall be entitled to vote at any such meeting in respect of the Covered Bonds held by or for the benefit, or on behalf, of the Issuer or any of its Subsidiaries;

"**EURIBOR**" means, in respect of any specified currency and any specified period, the interest rate benchmark known as the Euro zone interbank offered rate which is administered by the European Money Markets Institute (or any person which takes over administration of that rate);

"**Euroclear**" means Euroclear Bank SA/NV;

"**Extraordinary Resolution**" has the meaning given in Condition 14 (*Meeting of Holders; Modification and Waiver*);

"**Extended Maturity Date**" has the meaning given in the relevant Covered Bonds Final Terms;

"**FATCA**" has the meaning given in Condition 10 (*Payments*);

"**Final Redemption Amount**" means, in respect of any Covered Bond, its Outstanding Principal Amount or such other amount as may be specified in the relevant Covered Bonds Final Terms;

"**First Interest Payment Date**" means the date specified in the relevant Covered Bonds Final Terms;

"**Fixed Coupon Amount**" has the meaning given in the relevant Covered Bonds Final Terms;

"**FROB**" means the Spanish Executive Resolution Authority (*Fondo de Reestructuración Ordenada Bancaria*);

"**Green Covered Bonds**" has the meaning given in Condition 12 (*Green Covered Bonds*);

"**Green Use of Proceeds Disclosure**" has the meaning given in Condition 12 (*Green Covered Bonds*);

"**Group**" means the Issuer together with its consolidated Subsidiaries;

"**Holder**" has the meaning given in Condition 3(c) (*Form, Denomination, Title and Transfer — Title and Transfer*);

"**Iberclear**" means the Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores, S.A. Unipersonal, the Spanish Central Securities Depository, which manages the Spanish Central Registry and the Spanish settlement system;

"**Iberclear Participants**" means each participating entity (entidad participante) in Iberclear;

"**ICMA**" means the International Capital Markets Association;

"**Independent Financial Adviser**" means an independent financial firm or financial adviser with appropriate expertise or financial institution of recognised standing appointed by the Issuer at its own expense. *Independent Financial Advisers conduct functions in connection with the calculation of the Rate of Interest in the case of Floating Rate Provisions (as provided under Condition 6 (Floating Rate Provisions) and the discontinuation of benchmarks (as provided under Condition 8 (Benchmark Discontinuation);*

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

"**Interest Amount**" means, in relation to a Covered Bond and an Interest Period, the amount of interest payable in respect of that Covered Bond for that Interest Period;

"**Interest Commencement Date**" means the Issue Date of the Covered Bonds or such other date as may be specified as the Interest Commencement Date in the relevant Covered Bonds Final Terms;

"**Interest Determination Date**" has the meaning given in the relevant Covered Bonds Final Terms;

"**Interest Payment Date**" means the First Interest Payment Date and any other date or dates specified as such in, or determined in accordance with the provisions of, the relevant Covered Bonds Final Terms and, if a Business Day Convention is specified in the relevant Covered Bonds Final Terms:

(a) as the same may be adjusted in accordance with the relevant Business Day Convention; or

(b) if the Business Day Convention is the FRN Convention, Floating Rate Convention or Eurodollar Convention and an interval of a number of calendar months is specified in the relevant Covered Bonds Final Terms as being the Specified Period, each of such dates as may occur in accordance with the FRN Convention, Floating Rate Convention or Eurodollar Convention at such Specified Period of calendar months following the Interest Commencement Date (in the case of the First Interest Payment Date) or the previous Interest Payment Date (in any other case);

"**Interest Period**" means each period beginning on (and including) the Interest Commencement Date or any Interest Payment Date and ending on (but excluding) the next Interest Payment Date;

"**ISDA**" means the International Swaps and Derivatives Association, Inc.;

"**ISDA Definitions**" has the meaning given in the relevant Covered Bonds Final Terms;

"**ISIN**" means International Securities Identification Number Code.

"**Issue Date**" has the meaning given in the relevant Covered Bonds Final Terms;

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

"**Law 11/2015**" means Law 11/2015, of 18 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 or replaced from time to time;

"**Margin**" has the meaning given in the relevant Covered Bonds Final Terms;

"**Maturity Date**" has the meaning given in the relevant Covered Bonds Final Terms;

"**Maximum Redemption Amount**" has the meaning given in the relevant Covered Bonds Final Terms;

"**Minimum Rate of Interest**" for any Interest Period has the meaning given in the Covered Bonds Final Terms but shall never be less than zero, including any relevant margin;

"**Minimum Redemption Amount**" has the meaning given in the relevant Covered Bonds Final Terms;

"**Mortgage Covered Bonds**" (*cédulas hipotecarias*) means Covered Bonds collateralised by eligible primary assets referred to in paragraphs (d) and (f) of article 129.1 of CRR;

"**Optional Redemption Amount (Call)**" means, in respect of any Covered Bond, its Outstanding Principal Amount or such other amount as may be specified in the relevant Covered Bonds Final Terms;

"**Optional Redemption Amount (Residual Call)**" means, in respect of any Covered Bond, its Outstanding Principal Amount or such other amount as may be specified in the relevant Covered Bonds Final Terms;

"**Optional Redemption Date (Call)**" means any date so specified in the relevant Covered Bonds Final Terms and/or any date falling in the Optional Redemption Period (call) specified in the relevant Covered Bonds Final Terms, the first and last days inclusive;

"**Optional Redemption Period (Call)**" has the meaning given in the relevant Covered Bonds Final Terms;

"**outstanding**" means, in relation to the Covered Bonds, all the Covered Bonds issued other than those Covered Bonds (a) that have been redeemed; (b) that have been purchased (or acquired) and cancelled; (c) that have been substituted and cancelled or (d) that have become void or in respect of which claims have prescribed, provided that for each of the following purposes, namely:

(a) the right to attend and vote at any meeting of Holders, passing an Extraordinary Resolution in writing or an Extraordinary Resolution by way of electronic consents given through Iberclear as envisaged by these Conditions of the Covered Bonds; and

(b) the determination of how many and which Covered Bonds are for the time being outstanding for the purposes of Condition 14 (*Meeting of Holders; Modification and Waiver*);

those Covered Bonds (if any) which are for the time being held by or for the benefit of the Issuer or any of its Subsidiaries shall (unless and until ceasing to be so held) be deemed not to remain outstanding;

"**Outstanding Principal Amount**" means the principal amount of the Covered Bond on the Issue Date as reduced by any partial redemptions or repurchases from time to time;

"**Payment Business Day**" means any day which is a TARGET Settlement Day and a day on which dealings in foreign currencies may be carried on in each (if any) Additional Financial Centre;

"**Person**" means any individual, company, corporation, firm, partnership, joint venture, association, organisation, state or agency of a state or other entity, whether or not having separate legal personality;

"**Principal Financial Centre**" means the principal financial centre of such member state of the European Union as is selected (in the case of a payment) by the payee or (in the case of a calculation) by the Calculation Agent;

"**Public Sector Covered Bonds**" (*cédulas territoriales*) means Covered Bonds collateralised by loans or credits against counterparties eligible as primary assets referred to in paragraph (a) of article 129.1 of 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;

"**Rate of Interest**" means the rate or rates (expressed as a percentage per annum) of interest payable in respect of the Covered Bonds specified in the relevant Covered Bonds Final Terms or calculated or determined in accordance with the provisions of these Terms and Conditions of the Covered Bonds and/or the relevant Covered Bonds Final Terms;

"**Redemption Amount**" means, as appropriate, the Final Redemption Amount, the Optional Redemption Amount (Call), the Optional Redemption Amount (Residual Call) or such other amount in the nature of a redemption amount as may be specified in the relevant Covered Bonds Final Terms;

"**Reference Rate**" means EURIBOR or €STR as specified in the relevant Covered Bonds Final Terms in respect of the period specified in the relevant Covered Bonds Final Terms. The term Reference Rate shall, following the occurrence of a Benchmark Event under Condition 8 *(Benchmark Discontinuation*), include any Successor Rate or Alternative Rate and shall, if a Benchmark Event should occur subsequently in respect of any such Successor Rate or Alternative Rate, also include any further Successor Rate or further Alternative Rate;

"**Regular Period**" means:

(a) in the case of Covered Bonds where interest is scheduled to be paid only by means of regular payments, each period from and including the Interest Commencement Date to but excluding the first Interest Payment Date and each successive period from and including one Interest Payment Date to but excluding the next Interest Payment Date;

(b) in the case of Covered Bonds where, apart from the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where "**Regular Date**" means the day and month (but not the year) on which any Interest Payment Date falls; and

(c) in the case of Covered Bonds where, apart from one Interest Period other than the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where "**Regular Date**" means the day and month (but not the year) on

which any Interest Payment Date falls other than the Interest Payment Date falling at the end of the irregular Interest Period;

"**Relevant Date**" means, in relation to any payment, the date on which the payment in question first becomes due;

"**Relevant Financial Centre**" has the meaning given in the relevant Covered Bonds Final Terms;

"**relevant Holders**" has the meaning give in Condition 14(b)(i) (*Resolutions of Holders; Modification and Waiver — Convening meetings — Meetings convened by the Issuer*);

"**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 either the relevant benchmark or the administrator of the relevant 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 either the relevant benchmark or the administrator of the relevant 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;

"**Relevant Screen Page**" means the page, section or other part of a particular information service (including, without limitation, Reuters) specified as the Relevant Screen Page in the relevant Covered Bonds Final Terms, or such other page, section or other part as may replace it on that information service or such other information service, in each case, as may be nominated by the Person providing or sponsoring the information appearing there for the purpose of displaying rates or prices comparable to the Reference Rate;

"**Relevant Time**" has the meaning given in the relevant Covered Bonds Final Terms;

"**Royal Decree-Law 24/2021**" means Royal Decree-Law 24/2021, of 2 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 further amended or replaced from time to time;

"**Senior Non-Preferred Liabilities**" means any unsecured and unsubordinated non preferred ordinary obligations (*créditos ordinarios no preferentes*) of the Issuer under Additional Provision

14.2 of Law 11/2015 and any other obligations which, by law and/or by their terms, and to the extent permitted by Spanish law, rank *pari passu* with the Senior Non-Preferred Liabilities;

"**Senior Preferred Liabilities**" means any unsecured and unsubordinated obligations (*créditos ordinarios*) of the Issuer, other than the Senior Non-Preferred Liabilities;

"**Spanish Central Registry**" has the meaning given in Condition 3(c) (*Form, Denomination, Title and Transfer — Title and Transfer*);

"**Spanish Civil Code**" means the Royal Decree of 24 July 1889 of publication of the Civil Code (*Real Decreto de 24 de julio de 1889 por el que se publica el Código Civil*);

"**Special Cover Pool Administrator**" means the special administrator of the relevant Cover Pool(s) appointed in the event of insolvency (*concurso*) or resolution of the Issuer in accordance with Royal Decree-Law 24/2021;

"**Specified Currency**" has the meaning given in the relevant Covered Bonds Final Terms;

"**Specified Denomination(s)**" has the meaning given in the relevant Covered Bonds Final Terms;

"**Specified Period**" has the meaning given in the relevant Covered Bonds Final Terms;

"**Subsidiary**" means any entity over which another entity has, directly or indirectly, control in accordance with article 42 of the Spanish Commercial Code (*Código de Comercio*), Rule 43 of Circular 4/2017, of 27 November, of the Bank of Spain;

"**Successor Rate**" means a successor to or replacement of the Reference Rate which is formally recommended by any Relevant Nominating Body;

"**T2**" means the real time gross settlement system operated by the Eurosystem or any successor system;

"**TARGET Settlement Day**" means any day on which T2 is open for the settlement of payments in euro;

(b) *Interpretation*: In these Terms and Conditions of the Covered Bonds:

(i) any reference to principal shall be deemed to include the Redemption Amount, any premium payable in respect of a Covered Bond and any other amount in the nature of principal payable pursuant to these Terms and Conditions of the Covered Bonds;

(ii) any reference to interest shall be deemed to include any other amount in the nature of interest payable pursuant to these Terms and Conditions of the Covered Bonds; and

(iii) if an expression is stated in Condition 2(a) (*Definitions*) to have the meaning given in the relevant Covered Bonds Final Terms, but the relevant Covered Bonds Final Terms gives no such meaning or specifies that such expression is "not applicable" then such expression is not applicable to the Covered Bonds.

(iv) 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, restated or replaced.

3. Form, Denomination, Title and Transfer

(a) *Form and denomination*: The Covered Bonds are issued in uncertified, dematerialised book-entry form (*anotaciones en cuenta*) in the Aggregate Nominal Amount, in the Specified Denomination and in the Specified Currency, provided that the minimum Specified Denomination shall be €100,000.

(b) *Registration, clearing and settlement*: The Covered Bonds will be registered with Iberclear, which is the Spanish central securities depository, with its registered office at Plaza de la Lealtad, 1, 28014, Madrid, Spain. Holders of a beneficial interest in the Covered Bonds who do not have, directly or indirectly through their custodians, a participating account with Iberclear may hold the Covered Bonds through bridge accounts maintained by each of Euroclear and Clearstream, Luxembourg with Iberclear.

Iberclear will manage the settlement of the Covered Bonds, notwithstanding the Issuer's commitment to assist, when appropriate, on the settlement of the Covered Bonds through Euroclear and Clearstream, Luxembourg.

The information concerning the ISIN of the Covered Bonds will be stated in the Covered Bonds Final Terms.

(c) *Title and Transfer*: Title to the Covered Bonds will be evidenced by book-entries and each person shown in the central registry managed (the "**Spanish Central Registry**") by Iberclear and in the registries maintained by the respective Iberclear Participants as being the holder of the Covered Bonds shall be (except as otherwise required by Spanish law) considered the holder of the principal amount of the Covered Bonds recorded therein. In these Terms and Conditions of the Covered Bonds, the "Holder" of a Covered Bond means the person in whose name such Covered Bonds is for the time being registered in the Spanish Central Registry managed by Iberclear or, as the case may be, the relevant Iberclear Participant accounting book and when appropriate, means owners of a beneficial interest in the Covered Bonds.

One or more certificates (each, a "**Certificate**") attesting to the relevant Holder's holding of the Covered Bonds in the relevant registry will be delivered by the relevant Iberclear Participant or, where the Holder is itself an Iberclear Participant, by Iberclear (in each case, in accordance with the requirements of Spanish law and the relevant Iberclear Participant's or, as the case may be, Iberclear's procedures) to such Holder upon such Holder's request.

The Covered Bonds are issued without any restrictions on their free transferability. Consequently, the Covered Bonds may be transferred and title to the Covered Bonds may pass (subject to Spanish law and to compliance with all applicable rules, restrictions and requirements of Iberclear or, as the case may be, the relevant Iberclear Participant) upon registration in the relevant registry of each Iberclear Participant and/or Iberclear itself, as applicable. Each Holder will be (except as otherwise required by Spanish law) treated as the absolute owner of the relevant Covered Bonds for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any interest or any writing on, or the theft or loss of, the Certificate issued in respect of it) and no person will be liable for so treating the Holder.

4. Status

The payment obligations of the Issuer on account of principal under the Covered Bonds (including Mortgage Covered Bonds and Public Sector Covered Bonds) constitute direct, unconditional and unsubordinated obligations of the Issuer.

In accordance with article 6 of Royal Decree-Law 24/2021, Holders will be considered creditors with special preference (*acreedores con preferencia especial*) in respect of the assets included in the relevant

Cover Pool pursuant to paragraph 8º of article 1,922 and paragraph 6º of article 1,923 of the Spanish Civil Code.

Subject to any other ranking that may apply as a result of any mandatory provision of law (or otherwise), upon the insolvency (*concurso*) of the Issuer (i) pursuant to article 270.7 of the Insolvency Law, claims of Holders under the Covered Bonds shall be recognised as obligations of the Issuer with special privilege (*créditos con privilegio especial*) in respect of the assets in the relevant Cover Pool, and, (ii) in accordance with article 42.1 of Royal Decree-Law 24/2021, to the extent that claims against the Issuer under the Covered Bonds are not fully satisfied from the assets in the relevant Cover Pool, the residual claims under the Covered Bonds will rank: (a) *pari passu* among themselves and with any Senior Preferred Liabilities; and (b) senior to Senior Non-Preferred Liabilities and subordinated obligations (*créditos subordinados*) of the Issuer under article 281.1 of the Insolvency Law.

The Covered Bonds are obligations enforceable in accordance with the terms of Law 1/2000, of 7 January, on Civil Proceedings and will be issued in accordance with Royal Decree-Law 24/2021. Neither the insolvency (concurso) of the Issuer nor the Issuer being subject to any resolution procedure shall:

- *cause the automatic early termination of the payment obligations 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);*
- *entitle the Holders to require the Issuer to redeem the Covered Bonds prior to the Maturity Date or the Extended Maturity Date, as applicable;*
- *result in the suspension of accrual of interest on the Covered Bonds; nor*
- *result in the termination or early redemption of the derivative contracts included in the relevant Cover Pool.*

Upon insolvency (concurso) or resolution of the Issuer, the Special Cover Pool Administrator will be appointed by the competent court after consultation with the Bank of Spain from among persons nominated by the FROB (in the event of insolvency (concurso) of the Issuer) or directly by the FROB in consultation with the Bank of Spain (in the event of resolution of the Issuer). The Special Cover Pool Administrator will preserve the rights and interests of the Holders and will oversee the management (in the event of resolution of the Issuer) or will manage (in the event of insolvency (concurso) of the Issuer) the covered bond programmes of the Issuer.

In addition, upon insolvency (concurso) of the Issuer, the assets of the relevant Cover Pool registered in the special register maintained by the Issuer will be materially segregated from the Issuer's assets and will form a separate estate without legal personality, which will be represented by the Special Cover Pool Administrator.

The segregation described above implies that the assets forming part of the relevant Cover Pool:

(i) do not form part of the Issuer's insolvency estate (masa del concurso) until the claims of the Holders and the relevant derivative counterparties and the expenses related to the maintenance and management of the separate estate (and, if applicable, to its liquidation) are satisfied.

(ii) are protected against the rights of third parties and therefore 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 Administrator shall determine 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 separate estate from the Issuer without legal personality.

Internal policies and procedures for the management and monitoring of the relevant Cover Pool

*The Issuer has defined a general policy to govern the management and monitoring of the relevant Cover Pool, which was approved by its board of directors (the "**Policy**").*

The following paragraphs summarise the policies and procedures contained in the Policy which are more relevant for Holders (pursuant to the disclosure requirements contained in letter c) of article 7.2 of Royal Decree-Law 24/2021):

(i) the guidelines for managing the relevant Cover Pool, the internal governance framework for the purposes of the Issuer's administrative organization, the management process of the relevant Cover Pool and the roles and responsibilities of the Cover Pool Monitor and the rest of the teams of the Issuer involved.

Beka Finance, S.V., S.A. was appointed by the Issuer on 8 April 2022 as Cover Pool Monitor of the covered bond programmes of the Issuer for the issuance of Mortgage Covered Bonds and Public Sector Covered Bonds. Beka Finance, S.V., S.A. was appointed for a minimum period of 3 years, which may be extended up to 10 years, and is duly authorised by the Bank of Spain to act as cover pool monitor. On 8 July 2025, the Bank extended Beka Finance, S.V., S.A.'s appointment as cover pool monitor for 3 additional years.];

(ii) the criteria and the procedures set out by the Issuer for the selection, assignment, monitoring and reporting of the assets in the relevant Cover Pool and for updating the special register of the relevant Cover Pool. For these purposes, the Issuer will set out special electronic registries in order to ensure the adequate allocation of the Covered Bonds to the relevant Cover Pool, complying with the applicable legal and contractual overcollateralization requirements in each covered bonds programme. Such registries will guarantee that the Cover Pool Monitor has access to the necessary information to performs its duties. In any case, the Cover Pool Monitor will have immediate access to the person in charge of the internal control unit of the Issuer in accordance with article 32.2 of Royal Decree-Law 24/2021. If a breach of the legal or contractual requirements applicable to the assets forming part of a Cover Pool is identified by the Cover Pool Monitor or any other level of supervision, the Issuer will substitute such asset for an Eligible Asset. These procedures will be coordinated by the Capital Markets and Investor's Relations team of the Issuer;

(iii) the methodology and steps proposed to execute the periodical tests that the Issuer will perform for the purposes of, among others, confirming that the Elegible Assets included in the relevant Cover Pool comply with the requirements set forth in Royal Decree-Law 24/2021. Such tests will be performed on the basis of a base case which assumptions are deemed adequate by the Cover Pool Monitor.

As of the date of this Base Prospectus, the Issuer has not approved any policy for the management of derivative contracts for hedging purposes and replacement assets of the relevant Cover Pool, or the maintenance of the liquidity buffer set forth in article 11 of Royal Decree-Law 24/2021.

5. Fixed Rate Provisions

(a) *Application:* This Condition 5 is applicable to the Covered Bonds only if the Fixed Rate Provisions are specified in the relevant Covered Bonds Final Terms as being applicable.

(b) *Accrual of interest*: The Covered Bonds bear interest on their Outstanding Principal Amount from (and including) the Interest Commencement Date at the Rate of Interest payable in arrear on each Interest Payment Date, subject as provided in Condition 10 (*Payments*). Each Covered Bond will cease to bear interest from the due date for final redemption unless payment of the Redemption Amount is improperly withheld or refused, in which case it will continue to bear interest in accordance with this Condition 5 (both before and after judgment) until the day on which all sums due in respect of such Covered Bond up to that day are received by or on behalf of the relevant Holder.

(c) *Fixed Coupon Amount*: The amount of interest payable in respect of each Covered Bond for any Interest Period shall be the relevant Fixed Coupon Amount.

(d) *Covered Bonds accruing interest otherwise than a Fixed Coupon Amount:* This Condition 5(d) shall apply to Covered Bonds which are Fixed Rate Covered Bonds only where the Covered Bonds Final Terms for such Covered Bonds specify that the Interest Payment Dates are subject to adjustment in accordance with the Business Day Convention specified therein. Except for any Interest Period for which a Fixed Coupon Amount and/or Broken Amount is specified in the relevant Covered Bonds Final Terms, the relevant amount of interest payable in respect of each Covered Bond for any Interest Period for such Covered Bonds shall be calculated by the Calculation Agent by multiplying the product of the Rate of Interest and the Calculation Amount by the relevant Day Count Fraction and rounding the resultant figure to the nearest sub-unit of the Specified Currency (half a sub-unit being rounded upwards) and multiplying such rounded figure by a fraction equal to the Specified Denomination of the relevant Covered Bond divided by the Calculation Amount. The Calculation Agent shall cause the relevant amount of interest and the relevant Interest Payment Date to be notified to the Issuer (if applicable) and to the Holders in accordance with Condition 16 (*Notices*) and, if the Covered Bonds are listed on a stock exchange and the rules of such exchange so requires, such exchange as soon as possible after their determination or calculation but in no event later than the fourth Business Day thereafter or, if earlier in the case of notification to the stock exchange, the time required by the rules of the relevant stock exchange.

(e) *Calculation of interest amount*: The amount of interest payable in respect of each Covered Bond for any period for which a Fixed Coupon Amount is not specified shall be calculated by applying the Rate of Interest to the Calculation Amount, multiplying the product by the relevant Day Count Fraction, rounding the resulting figure to the nearest sub-unit of the Specified Currency (half a sub-unit being rounded upwards) and multiplying such rounded figure by a fraction equal to the Specified Denomination of such Covered Bond divided by the Calculation Amount. For this purpose a "**sub-unit**" means one cent.

6. Floating Rate Provisions

(a) *Application*: This Condition 6 (*Floating Rate Provisions*) is applicable to the Covered Bonds only if the Floating Rate Provisions are specified in the relevant Covered Bonds Final Terms as being applicable.

(b) *Accrual of interest*: The Covered Bonds bear interest on their Outstanding Principal Amount from (and including) the Interest Commencement Date at the Rate of Interest payable in arrear on each Interest Payment Date, subject as provided in Condition 10 (*Payments*). Each Covered Bond will cease to bear interest from the due date for final redemption unless payment of the Redemption Amount is improperly withheld or refused, in which case it will continue to bear interest in accordance with this Condition 6 (both before and after judgment) until the day on which all sums

due in respect of such Covered Bond up to that day are received by or on behalf of the relevant Holder.

(c) *Screen Rate Determination*: If Screen Rate Determination is specified in the relevant Covered Bonds Final Terms as the manner in which the Rate(s) of Interest is/are to be determined, the Rate of Interest applicable to the Covered Bonds for each Interest Period will be (other than in respect of Covered Bonds for which €STR or any related index is specified as Reference Rate in the relevant Covered Bonds Final Terms) determined by the Calculation Agent on the following basis:

(A) if the Reference Rate is a composite quotation or customarily supplied by one entity, the Calculation Agent will determine the Reference Rate which appears on the Relevant Screen Page as of the Relevant Time on the relevant Interest Determination Date;

(B) if Linear Interpolation is specified as applicable in respect of an Interest Period in the relevant Covered Bonds Final Terms, the Rate of Interest for such Interest Period shall be calculated by the Calculation Agent by straight-line linear interpolation by reference to two rates which appear on the Relevant Screen Page as of the Relevant Time on the relevant Interest Determination Date, where:

(1) one rate shall be determined as if the relevant Interest Period were the period of time for which rates are available next shorter than the length of the relevant Interest Period; and

(2) the other rate shall be determined as if the relevant Interest Period were the period of time for which rates are available next longer than the length of the relevant Interest Period;

provided, however, that if no rate is available for a period of time next shorter or, as the case may be, next longer than the length of the relevant Interest Period, then the Calculation Agent shall (other than in the circumstances described in Condition 8 (*Benchmark Discontinuation*)) calculate the Rate of Interest at such time and by reference to such sources as the Issuer, in consultation with an Independent Financial Adviser appointed by the Issuer, and such Independent Financial Adviser acting in good faith and in a commercially reasonable manner, determines appropriate*;*

(C) in any other case, the Calculation Agent will determine the arithmetic mean of the Reference Rates which appear on the Relevant Screen Page as of the Relevant Time on the relevant Interest Determination Date;

and the Rate of Interest for such Interest Period shall be the sum of the Margin and the rate or (as the case may be) the arithmetic mean so determined; *provided, however, that* if, in the case of (A) above, such rate does not appear on that page or, in the case of (C) above, fewer than two such rates appear on that page or if, in either case, the Relevant Screen Page is unavailable, the Rate of Interest applicable to the Covered Bonds during such Interest Period will be the sum of the Margin and the rate or (as the case may be) the arithmetic mean last determined in relation to the Covered Bonds in respect of a preceding Interest Period.

(d) *ISDA Determination:* If ISDA Determination is specified in the relevant Covered Bonds Final Terms as the manner in which the Rate(s) of Interest is/are to be determined, the Rate of Interest applicable to the Covered Bonds for each Interest Period will be the sum of the Margin and the relevant ISDA Rate where "**ISDA Rate**" in relation to any Interest Period means a rate equal to

the Floating Rate that would be determined by the Calculation Agent under an interest rate swap transaction if the Calculation Agent were acting as Calculation Agent for that interest rate swap transaction under the terms of an agreement incorporating the ISDA Definitions and under which:

(A) if either "2006 ISDA Definitions" or "2021 ISDA Definitions" is specified to be as the applicable ISDA Definitions in the relevant Covered Bonds Final Terms:

(1) the Floating Rate Option is as specified in the relevant Covered Bonds Final Terms;

(2) the Designated Maturity, if applicable, is a period specified in the relevant Covered Bonds Final Terms;

(3) the relevant Reset Date, unless otherwise specified in the relevant Covered Bonds Final Terms, has the meaning given to it in the ISDA Definitions;

(4) if Linear Interpolation is specified as applicable in respect of an Interest Period in the relevant Covered Bonds Final Terms, the rate for such Interest Period shall be calculated by the Calculation Agent by straight-line linear interpolation by reference to two rates based on the relevant Floating Rate Option, where:

(i) one rate 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

(ii) the other rate 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 than the length of the relevant Interest Period or, as the case may be, next longer than the length of the relevant Interest Period, then the Calculation Agent shall (other than in the circumstances described in Condition 8 (*Benchmark Discontinuation*)) calculate the Rate of Interest at such time and by reference to such sources as the Issuer, in consultation with an Independent Financial Adviser appointed by the Issuer, and such Independent Financial Adviser acting in good faith and in a commercially reasonable manner, determines appropriate.

(5) if the specified Floating Rate Option is an Overnight Floating Rate Option, Compounding is specified to be applicable in the relevant Covered Bonds Final Terms and:

(i) if Compounding with Lookback is specified as the Compounding Method in the relevant Covered Bonds Final Terms, then (a) Compounding with Lookback is the Overnight Rate Compounding Method and (b) Lookback is the number of Applicable Business Days specified in the relevant Covered Bonds Final Terms;

(ii) if Compounding with Observation Period Shift is specified as the Compounding Method in the relevant Covered Bonds Final Terms, then (a) Compounding with Observation Period Shift is the Overnight Rate Compounding Method, (b) Observation Period Shift is the number of Observation Period Shift Business Days specified in the relevant Covered Bonds Final Terms and (c) Observation Period Shift Additional Business

Days, if applicable, are the days specified in the relevant Covered Bonds Final Terms; or

(iii) if Compounding with Lockout is specified as the Compounding Method in the relevant Covered Bonds Final Terms, then (a) Compounding with Lockout is the Overnight Rate Compounding Method, (b) Lockout is the number of Lockout Period Business Days specified in the relevant Covered Bonds Final Terms and (c) Lockout Period Business Days, if applicable, are the days specified in the relevant Covered Bonds Final Terms;

(6) if the specified Floating Rate Option is an Overnight Floating Rate Option, Averaging is specified to be applicable in the relevant Covered Bonds Final Terms and:

(i) if Averaging with Lookback is specified as the Averaging Method in the relevant Covered Bonds Final Terms, then (a) Averaging with Lookback is the Overnight Rate Averaging Method and (b) Lookback is the number of Applicable Business Days as specified in the relevant Covered Bonds Final Terms;

(ii) if Averaging with Observation Period Shift is specified as the Averaging Method in the relevant Covered Bonds Final Terms, then (a) Averaging with Observation Period Shift is the Overnight Rate Averaging Method, (b) Observation Period Shift is the number of Observation Period Shift Business Days specified in the relevant Covered Bonds Final Terms and (c) Observation Period Shift Additional Business Days, if applicable, are the days specified in the relevant Covered Bonds Final Terms; or

(iii) if Averaging with Lockout is specified as the Averaging Method in the relevant Covered Bonds Final Terms, then (a) Averaging with Lockout is the Overnight Rate Averaging Method, (b) Lockout is the number of Lockout Period Business Days specified in the relevant Covered Bonds Final Terms and (c) Lockout Period Business Days, if applicable, are the days specified in the relevant Covered Bonds Final Terms; and

(7) if the specified Floating Rate Option is an Index Floating Rate Option and Index Provisions are specified to be applicable in the relevant Covered Bonds Final Terms, the Compounded Index Method with Observation Period Shift shall be applicable and, (a) Observation Period Shift is the number of Observation Period Shift Business Days specified in the relevant Covered Bonds Final Terms and (b) Observation Period Shift Additional Business Days, if applicable, are the days specified in the relevant Covered Bonds Final Terms;

(B) references in the ISDA Definitions to:

(1) "**Confirmation**" shall be references to the relevant Covered Bonds Final Terms;

(2) "**Calculation Period**" shall be references to the relevant Interest Period;

(3) "**Termination Date**" shall be references to the Maturity Date (or to the Extended Maturity Date, as applicable);

(4) "**Effective Date**" shall be references to the Interest Commencement Date;

(C) if the "2021 ISDA Definitions" is specified to be as the applicable ISDA Definitions in the relevant Covered Bonds Final Terms:

(1) "**Administrator/Benchmark Event**" shall be disapplied;

(2) if the Temporary Non-Publication Fallback in respect of any specified Floating Rate Option is specified to be "Temporary Non-Publication Fallback – Alternative Rate" in the Floating Rate Matrix of the 2021 ISDA Definitions the reference to "Calculation Agent Alternative Rate Determination" in the definition of "Temporary Non-Publication Fallback – Alternative Rate" shall be replaced by "Temporary Non-Publication Fallback – Previous Day's Rate"; and

(D) unless otherwise defined, capitalised terms used in this Condition 6(d) shall have the meaning ascribed to them in the ISDA Definitions.

(e) *Interest – Floating Rate Covered Bonds referencing €STR* (Screen Rate Determination)

(A) This Condition 6(e) is applicable to the Covered Bonds only if the Floating Rate Provisions are specified in the relevant Covered Bonds Final Terms as being applicable, Screen Rate Determination is specified in the Notes Final Terms as the manner in which the rate of Interest is to be determined and the "Reference Rate" is specified in the relevant Covered Bonds Final Terms as being "€STR".

(B) Where "€STR" is specified as the Reference Rate in the Covered Bonds Final Terms, the Rate of Interest for each Interest Period will, subject as provided below, be Compounded Daily €STR plus or minus (as specified in the relevant Covered Bonds Final Terms) the Margin, all as determined by the Calculation Agent on each Interest Determination Date.

(C) For the purposes of this Condition 6(e):

"**Compounded Daily €STR**" means, with respect to any Interest Period, the rate of return of a daily compound interest investment in euro (with the daily euro short-term rate as reference rate for the calculation of interest) as calculated by the Calculation Agent as at the relevant Interest Determination Date in accordance with the following formulas: (and the resulting percentage will be rounded if necessary to the nearest fifth decimal place, with 0.000005% being rounded upwards):

$$\left[\prod_{i=1}^{d_o}\left(1+\frac{\text{€STR}_i \times n_i}{\text{D}}\right)-1\right]\times\frac{\text{D}}{d}$$

where:

"**d**" means the number of calendar days in:

(i) where "Lag" is specified as the Observation Method in the relevant Covered Bonds Final Terms, the relevant Interest Period; or

(ii) where "Observation Shift" is specified as the Observation Method in the relevant Covered Bonds Final Terms, the relevant Observation Period;

"**D**" means the number specified as such in the relevant Covered Bonds Final Terms (or, if no such number is specified, 360);

"$\mathbf{d_o}$" means the number of TARGET Settlement Days in:

(i) where "Lag" is specified as the Observation Method in the relevant Covered Bonds Final Terms, the relevant Interest Period; or

(ii) where "Observation Shift" is specified as the Observation Method in the relevant Covered Bonds Final Terms, the relevant Observation Period;

the "**€STR reference rate**", in respect of any TARGET Settlement Day, is a reference rate equal to the daily euro short-term rate ("**€STR**") for such TARGET Settlement Day as provided 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 TARGET Settlement Day immediately following such TARGET 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);

"**€STR$_i$**" means the €STR reference rate for:

(i) where "Lag" is specified as the Observation Method in the relevant Covered Bonds Final Terms, the TARGET Settlement Day falling "p" TARGET Settlement Days prior to the relevant TARGET Settlement Day "i"; or

(ii) where "Observation Shift" is specified as the Observation Method in the relevant Covered Bonds Final Terms, the relevant TARGET Settlement Day "i".

"***i***" is a series of whole numbers from one to "d_o", each representing the relevant TARGET Settlement Day in chronological order from, and including, the first TARGET Settlement Day in:

(i) where "Lag" is specified as the Observation Method in the relevant Covered Bonds Final Terms, the relevant Interest Period; or

(ii) where "Observation Shift" is specified as the Observation Method in the relevant Covered Bonds Final Terms, the relevant Observation Period;

to, and including, the last TARGET Settlement Day in such period;

"n_i" for any TARGET Settlement Day "i" in the relevant Interest Period or Observation Period (as applicable), means the number of calendar days from (and including) such TARGET Settlement Day "i" up to (but excluding) the following TARGET Settlement Day;

"**Observation Period**" means, in respect of any Interest Period, the period from (and including) the date falling "p" TARGET Settlement Days prior to the first day of the relevant Interest Period (and the first Interest Period shall begin on and include the Interest Commencement Date) to (but excluding) the date falling "p" TARGET Settlement Days prior to (A) (in the case of an Interest Period) the Interest Payment Date for such Interest Period or (B) such earlier date, if any, on which the Covered Bonds become due and payable; and

"**p**" for any latest Interest Period or Observation Period (as applicable), means the number of TARGET Settlement Days specified in the relevant Covered Bonds Final Terms or, if no such period is specified, two TARGET Settlement Days.

(D) Subject to Condition 8 (*Benchmark Discontinuation*), if, where any Rate of Interest is to be calculated pursuant to Condition 6(e)(B) above, in respect of any TARGET Settlement Day in respect of which an applicable €STR reference rate is required to be determined, such €STR reference rate is not made available on the Relevant Screen Page or has not otherwise been published by the relevant authorised distributors, then the €STR reference rate in respect of such TARGET Settlement Day shall be the €STR reference rate for the first preceding TARGET Settlement Day in respect of which €STR reference rate was published by the European Central Bank on its website, as determined by the Calculation Agent.

(E) Subject to Condition 8 (*Benchmark Discontinuation*), if the Rate of Interest cannot be determined in accordance with the foregoing provisions of this Condition, the Rate of Interest shall be (A) that 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) or (B) if there is no such preceding Interest Determination Date, the initial Rate of Interest which would have been applicable to the Covered Bonds for the first Interest Period had the Covered Bonds been in issue for a period equal in duration to the scheduled first Interest Period but ending on (and excluding) the Interest Commencement Date (but applying the Margin applicable to the first Interest Period).

(f) *Maximum or Minimum Rate of Interest*: If any Maximum Rate of Interest or Minimum Rate of Interest is specified in the relevant Covered Bonds Final Terms, then the Rate of Interest shall in no event be greater than the maximum or be less than the minimum so specified. Unless otherwise stated in the relevant Covered Bonds Final Terms, the Minimum Rate of Interest shall be deemed to be zero.

(g) *Calculation of Interest Amount*: The Calculation Agent will, as soon as practicable after the time at which the Rate of Interest is to be determined in relation to each Interest Period, calculate the Interest Amount payable in respect of each Covered Bond for such Interest Period. The Interest Amount will be calculated by applying the Rate of Interest for such Interest Period to the Calculation Amount, multiplying the product by the relevant Day Count Fraction, rounding the resulting figure to the nearest sub-unit of the Specified Currency (half a sub-unit being rounded upwards) and multiplying such rounded figure by a fraction equal to the Specified Denomination of the relevant Covered Bond divided by the Calculation Amount. For this purpose a "**sub-unit**" means one cent.

(h) *Publication*: The Calculation Agent will cause each Rate of Interest and Interest Amount determined by it, together with the relevant Interest Payment Date, and any other amount(s) required to be determined by it together with any relevant payment date(s) to be notified to the Issuer (if applicable) and each competent authority, stock exchange and/or quotation system (if any) by which the Covered Bonds have then been admitted to listing, trading and/or quotation as soon as practicable after such determination. Notice thereof shall also promptly be given to the Holders. The Calculation Agent will be entitled to recalculate any Interest Amount (on the basis of the foregoing provisions) without notice in the event of an extension or shortening of the relevant Interest Period.

(i) *Notifications etc*: All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition by the Calculation Agent will (in the absence of manifest error) be binding on the Issuer (if applicable), the Holders and (subject as aforesaid) no liability to any such Person will attach to the Calculation Agent in connection with the exercise or non-exercise by it of its powers, duties and discretions for such purposes.

7. Interest Rate Provisions in the event of extension of maturity of a Series of Covered Bonds

Notwithstanding the foregoing provisions of Condition 5 (*Fixed Rate Provisions*) and Condition 7 (*Floating Rate Provisions*), if "Extended Final Maturity" is specified as applicable in the relevant Covered Bonds Final Terms and, upon occurrence of the circumstances for an extension of maturity set forth in article 15 of Royal Decree-Law 24/2021, the Issuer decides to extend the Maturity Date up to the Extended Maturity Date pursuant to Condition 9(a) (*Redemption and Purchase – Final redemption and extension of maturity*) and subject to such extension being authorised by the Bank of Spain and all other prerequisite requirements for such extension being met, then the following shall apply:

(i) payment of the Final Redemption Amount by the Issuer on the Maturity Date shall be deferred until the Extended Maturity Date specified in the applicable Final Terms;

(ii) the Covered Bonds shall bear interest from (and including) the Maturity Date to (but excluding) the Extended Maturity Date. In that event, interest shall be payable on those Covered Bonds at the rate determined in accordance with this Condition 7 on the Outstanding Principal Amount of the Covered Bonds in arrear on (i) each Interest Payment Date after the Maturity Date, or (ii) the Extended Maturity Date, as applicable, in respect of the Interest Period ending immediately prior to the relevant Interest Payment Date or the Extended Maturity Date, respectively. The final Interest Payment Date shall fall no later than the Extended Maturity Date; and

(iii) the rate of interest payable from time to time in respect of the Outstanding Principal Amount of the Covered Bonds 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 Maturity Date, as applicable, will be as specified in the relevant Covered Bonds Final Terms and, in the case of Floating Rate Covered Bonds, determined by 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 relevant Covered Bonds Final Terms.

8. Benchmark Discontinuation

Notwithstanding the foregoing provisions of Condition 6 (*Floating Rate Provisions*), if at the time of determination of any Rate of Interest (or any component part thereof) to be determined by reference to the Reference Rate a Benchmark Event occurs or has occurred and is continuing, then the following shall apply:

(i) The Issuer shall use its reasonable endeavours to appoint an Independent Financial Adviser, as soon as reasonably practicable, to determine a Successor Rate, failing which an Alternative Rate and, in either case, an Adjustment Spread, if any (in accordance with subparagraph (iv) below).

(ii) If (i) the Issuer is unable to appoint an Independent Financial Adviser or (ii) the Independent Financial Adviser appointed by it fails to determine a Successor Rate or, failing which, an Alternative Rate in accordance with this Condition 8 prior to the relevant

Interest Determination Date relating to the next succeeding Interest Period, then the Issuer (acting in good faith and in a commercially reasonable manner and following consultation with the Independent Financial Adviser in the event one has been appointed) may determine a Successor Rate or, failing which, an Alternative Rate for purposes of determining the Rate of Interest applicable to the Covered Bonds for all future Interest Periods (subject to the subsequent operation of this Condition 8).

If the Issuer is unable or unwilling to determine a Successor Rate or an Alternative Rate prior to the Interest Determination Date relating to the next succeeding Interest Period, the Rate of Interest shall be defined using the Reference Rate last displayed on the Relevant Screen Page prior to the Interest Determination Date.

For the avoidance of doubt, this subparagraph (ii) shall apply to the relevant next succeeding Interest Period, and any subsequent Interest Periods are subject to the subsequent operation of, and adjustment as provided in, subparagraph (i) of this Condition 8.

(iii) If a Successor Rate or an Alternative Rate is determined in accordance with the preceding provisions, such Successor Rate or Alternative Rate shall be the benchmark in relation to the Covered Bonds for all future Interest Periods (subject to the subsequent operation of this Condition 8).

(iv) If the Independent Financial Adviser or the Issuer, acting in good faith and in a reasonable commercial manner and following consultation with the Independent Financial Adviser in the event one has been appointed, as applicable, determines (i) that an Adjustment Spread is required to be applied to the Successor Rate or the Alternative Rate (as the case may be) and (ii) the quantum of, or a formula or methodology for determining, such Adjustment Spread, then such Adjustment Spread shall be applied to the Successor Rate or the Alternative Rate (as the case may be) for each subsequent determination of a relevant Rate of Interest and Interest Amount(s) (or a component part thereof) by reference to such Successor Rate or the Alternative Rate.

(v) If any Successor Rate, Alternative Rate and/or Adjustment Spread is determined in accordance with the above provisions and the Independent Financial Adviser or the Issuer, acting in good faith and in a reasonable commercial manner and following consultation with the Independent Financial Adviser in the event one has been appointed, as applicable, determines (i) that amendments to these Terms and Conditions of the Covered Bonds are necessary in order to follow market practice in relation to the Successor Rate or Alternative Rate and/or Adjustment Spread, and (ii) the terms of such amendments, then the Issuer shall, subject to giving notice thereof in accordance with subparagraph (vi) below, without any requirement for consent or approval of the Holders, vary these Terms and Conditions of the Covered Bonds with the date specified in such notice. Any of these changes shall apply to the Covered Bonds for all future Interest Periods (subject to the subsequent operation of this Condition 8).

In connection with any such variation in accordance with this subparagraph (v), the Issuer shall comply with the rules of any stock exchange on which the Covered Bonds are for the time being listed or admitted to trading.

(vi) Any Successor Rate, Alternative Rate, Adjustment Spread and the specific terms of any changes pursuant to subparagraph (v) will be notified promptly by the Issuer to the Holders in accordance with Condition 16 (*Notices*). Such notice shall be irrevocable and

shall specify the effective date of the changes pursuant to subparagraph (v), if any, and will be binding on the Issuer and the Holders.

9. Redemption and Purchase

(a) *Final redemption and extension of maturity*:

(i) Unless previously redeemed, or purchased and cancelled, the Covered Bonds will be redeemed at their Final Redemption Amount on the Maturity Date (or, if extended pursuant to paragraphs (ii) to (iv) below, on the Extended Maturity Date), subject as provided in Condition 10 (*Payments*).

(ii) If "Extended Maturity" is specified as applicable in the relevant Covered Bonds Final Terms and as otherwise provided therein, the Issuer or the Special Cover Pool Administrator (as applicable) may extend the Maturity Date up to the Extended Maturity Date, subject to and in the circumstances contemplated in Royal Decree-Law 24/2021, including the prior permission of the Bank of Spain, when applicable. The Issuer shall notify the Holders in accordance with Condition 16 (*Notices*) of any extension of the Maturity Date of the Covered Bonds (which notice shall specify the Extended Maturity Date), as soon as practicable, or of its intention to redeem the Outstanding Principal Amount of the Covered Bonds in full or in part on the Maturity Date at least three Business Days prior to the Maturity Date, where practicable for the Issuer to do so and otherwise as soon as practicable.

As of the date of this Base Prospectus and in accordance with the covered bond programmes of the Issuer for the issuance of Mortgage Covered Bonds and Public Sector Covered Bonds authorised by the Bank of Spain, the Issuer or the Special Cover Pool Administrator (as applicable) may extend the Maturity Date subject to the prior permission of the Bank of Spain and only in any of the circumstances contemplated in article 15.2 of Royal Decree-Law 24/2021, namely (i) the existence of a clear risk (peligro cierto) of default of the Covered Bonds due to liquidity issues in respect of the relevant Cover Pool or the Issuer (such risk of default would exist in the event of a breach of the liquidity buffer set forth in article 11 of Royal Decree-Law 24/2021 or when the Bank of Spain undertakes any of the measures contemplated in article 68 of Law 10/2014 (except for the measure set out in the second paragraph of letter (j) of such article 68)); (ii) the insolvency (concurso) 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 determined by the Macroprudential Authority Financial Stability Board (AMCESFI) by means of a communication in the form of a warning or recommendation, which is not confidential.

In the event of insolvency (concurso) or resolution of the Issuer, the extension of maturity shall not affect the priority of Holders' claims nor reverse the original maturity schedule sequence of the Covered Bonds in respect of the relevant Cover Pool.

(iii) Any failure by the Issuer to notify the Holders in accordance with paragraph (ii) above shall not affect the validity or effectiveness of any such extension of the maturity of the Covered Bonds or, as applicable, the redemption by the Issuer on the Maturity Date or give rise to any such person having any rights in respect of any such redemption. However, such failure may result in a delay in payment being received by a Holder (including on the Maturity Date, where at least three Business Days' notice of such redemption is not given

to the Holders in accordance with Condition 16 (*Notices*). The Holders shall not be entitled to further interest or any other payment in respect of such delay.

(iv) Any extension of the maturity of the Covered Bonds under this Condition 9(a) shall be irrevocable. Where paragraph (ii) of this Condition 9 applies, any failure to redeem the Covered Bonds on the Maturity Date or any extension of the maturity of the Covered Bonds under this Condition 9(a) shall not constitute an event of default for any purpose or give any Holder any right to receive any payment of interest, principal or otherwise on the relevant Covered Bonds other than as expressly set out in these Conditions.

(v) If the Covered Bonds are to be redeemed in part only in accordance with this Condition 9(a) on an Interest Payment Date falling on any date after the Maturity Date, each Covered Bond shall be redeemed in part in the proportion which the aggregate Outstanding Principal Amount of the outstanding Covered Bonds to be redeemed on the relevant Extended Maturity Date bears to the aggregate Outstanding Principal Amount of outstanding Covered Bonds on such date.

(b) *Redemption at the option of the Issuer*: If the Call Option is specified in the relevant Covered Bonds Final Terms as being applicable, the Covered Bonds may be redeemed at the option of the Issuer in whole or, if so specified in the relevant Covered Bonds Final Terms, in part on any Optional Redemption Date (Call) at the relevant Optional Redemption Amount (Call) together with any accrued and unpaid interest thereon to (but excluding) the date fixed for redemption on the Issuer's giving not less than 15 calendar days' nor more than 60 calendar days' notice to the Holders, or such other period(s) as may be specified in the relevant Covered Bonds Final Terms (which notice shall be irrevocable and shall specify the date for redemption).

(c) *Partial redemption*: If the Covered Bonds are to be redeemed in part only on any date in accordance with Condition 9(b) (*Redemption at the option of the Issuer*), each Covered Bond shall be redeemed in part in the proportion which the aggregate Outstanding Principal Amount of the outstanding Covered Bonds to be redeemed on the relevant Optional Redemption Date (Call) bears to the aggregate Outstanding Principal Amount of outstanding Covered Bonds on such date. If any Maximum Redemption Amount or Minimum Redemption Amount is specified in the relevant Covered Bonds Final Terms, then the Optional Redemption Amount (Call) shall in no event be greater than the maximum or be less than the minimum so specified.

(d) *Issuer Residual Call*: If Issuer Residual Call is specified in the relevant Covered Bonds Final Terms as being applicable, and if, at any time, the Outstanding Principal Amount of the Covered Bonds is equal or less of the Residual Percentage specified in the relevant Final Terms of the aggregate nominal amount of the Covered Bonds originally issued (and, for these purposes, any further Covered Bonds issued and consolidated with the Covered Bonds as part of the same Series shall be deemed to have been originally issued), the Issuer may redeem all (but not some only) of the remaining outstanding Covered Bonds on any date (or, if the Floating Rate Provisions are specified in the relevant Final Terms as being applicable, on any Interest Payment Date) upon giving not less than 15 nor more than 60 days' notice to the Holders (or such other notice period as may be specified in the applicable Covered Bonds Final Terms) (which notice shall specify the date for redemption and shall be irrevocable), at the Optional Redemption Amount (Residual Call) together with any accrued and unpaid interest up to (but excluding) the date of redemption.

(e) *Purchase*: The Issuer or any of its Subsidiaries may at any time purchase Covered Bonds in the open market or otherwise and at any price.

10. Payments

(a) *Principal and interest*: Payments in respect of the Covered Bonds (in terms of both principal and interest) will be made by transfer to the registered account of the relevant Holder maintained by or on behalf of it with a bank that processes payments in a city in which banks have access to the T2, details of which appear in the records of Iberclear or, as the case may be, the relevant Iberclear Participant at close of business on the day immediately preceding the Business Day on which the payment of principal or interest, as the case may be, falls due. Holders must rely on the procedures of Iberclear or, as the case may be, the relevant Iberclear Participant to receive payments under the relevant Covered Bonds. None of the Issuer or, if applicable, any of the dealers will have any responsibility or liability for the records relating to payments made in respect of the Covered Bonds.

(b) *Payments subject to laws*: Save as provided in Condition 11 (*Taxation*), all payments in respect of the Covered Bonds will be subject in all cases to any applicable fiscal or other laws, regulations and directives in the place of payment or other laws or regulations to which the Issuer is subject and the Issuer will not be liable for any taxes or duties of whatever nature imposed or levied by such laws, regulations or directives. No commissions or expenses shall be charged to Holders in respect of such payments.

(c) *Payments on business days*: If the due date for payment of any amount in respect of any Covered Bond is not a Payment Business Day, the Holder shall not be entitled to payment of the amount due until the next succeeding Payment Business Day and shall not be entitled to any further interest or other payment in respect of any such delay.

11. Taxation

(a) *No gross up:* All payments made by or on behalf of the Issuer in respect of the Covered Bonds will be made subject to and after deduction or withholding required to be made by law for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature imposed or levied by or on behalf of the Kingdom of Spain or any political subdivision or any authority thereof or therein having power to tax. The Issuer will not be required to pay any additional or further amounts in respect of such deduction or withholding.

(b) For the avoidance of doubt, the Issuer shall not be required to pay any additional amounts in relation to any FATCA Withholding Tax.

12. Green Covered Bonds

In the case of any Covered Bonds where the "*Reasons for the Offer*" in Part B of the relevant Final Terms are stated to be for "green" or "social" projects as described therein (the "**Green Covered Bonds Use of Proceeds Disclosure**" and the "**Green Covered Bonds**", as appropriate), 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 Green Covered Bonds arise as a result of the net proceeds of such Green 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 Green Use of Proceeds Disclosure.

13. Prescription

Claims for payment in respect of Covered Bonds will become void unless made within a period of three years after the Relevant Date therefor.

14. Resolutions of Holders: Modification and Waiver

(a) *Application*: this Condition 14 (*Resolutions of Holders; Modification and Waiver*) will apply to all issuances of Covered Bonds.

(b) *Convening meetings*

(i) *Meetings convened by the Issuer*: The Issuer may, at any time, and shall, if so directed in writing by Holders holding not less than 10% in aggregate principal amount of the Covered Bonds for the time being outstanding (the "**relevant Holders**"), convene a meeting of Holders.

(ii) *Meetings convened by the Holders*: If the Issuer has not delivered notice convening a meeting of the Holders prior to the expiry of seven clear days from the date on which the Issuer has received written directions from the relevant Holders to do so, the relevant Holders may themselves convene the meeting in place of the Issuer subject to and in accordance with the provisions of this Condition 14, provided however that, in such circumstances all references to the performance by the Issuer of a particular obligation in this Condition 14, or the delivery by the Issuer of any notice in accordance with Condition 16 (*Notices*), shall be deemed to be a reference to the performance by the relevant Holders of such obligation and/or the delivery of such notice. Any costs and expenses incurred by the relevant Holders as a result of, in connection with or related to the convening by them of a meeting of the Holders in such circumstances shall be for the account of the Issuer and shall be promptly paid by the Issuer to the account designated for such purpose in writing by the relevant Holders upon presentation of receipts, invoices or other documentary evidence of such costs.

Notwithstanding the foregoing, no refusal or failure by the Issuer to convene a meeting of the Holders when so directed by the relevant Holders shall give rise to any right by any Holder to declare any principal amounts or interest in respect of the Covered Bonds immediately due and payable.

(c) *Procedures for convening meetings*: At least 21 clear days' notice specifying the place (which need not be a physical place and instead may be by way of conference call, including by use of a videoconference platform), day and hour of the meeting shall be given to the Holders in the manner provided in Condition 16 (*Notices*).

The notice, which shall be in the English language, shall state generally the nature of the business to be transacted at the meeting and, where the meeting has been convened to vote on any matter requiring the approval of the Holders by means of an Extraordinary Resolution only, shall specify the terms of the Extraordinary Resolution to be proposed. This notice shall include information as to the manner in which Holders are entitled to attend and vote at the meeting.

If the meeting has been convened by the relevant Holders in the circumstances set out in Condition 14(b)(ii) (*Convening meetings — Meetings convened by the Holders*), a copy of the notice shall also be sent by certified post to the Issuer.

(d) *Chairperson*: The person (who may be, but need not be, a Holder) nominated in writing by the Issuer shall be entitled to take the chair at each meeting (the "**Chairperson**") 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 Holders present shall choose one of their number to be Chairperson, failing which the Issuer may appoint a Chairperson. The Chairperson of an adjourned meeting need not be the same person as was Chairperson of the meeting from which the adjournment took place.

(e) *Quorums*

(i) *Regular Quorum*: At any meeting one or more Eligible Persons present and holding or representing in the aggregate not less than 5% in principal amount of the Covered Bonds 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 Chairperson in accordance with Condition 14(d) (*Chairperson*)) shall be transacted at any meeting unless the required quorum is present at the commencement of business.

(ii) *Extraordinary Quorum*: 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% in principal amount of the Covered Bonds for the time being outstanding.

(iii) *Enhanced Quorum*: 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) a reduction or cancellation of the principal amount of the Covered Bonds for the time being outstanding; or

(B) a reduction of the amount payable or modification of the Interest Payment Dates or variation of the method of calculating the Rate of Interest; or

(C) a modification of the currency in which payments under the Covered Bonds are to be made; or

(D) a modification of the majority required to pass an Extraordinary Resolution; or

(E) the sanctioning of any scheme or proposal described in Condition 14(i)(iii)(F) below; or

(F) alteration of this proviso 14(e)(iii) or the proviso to Condition 14(f)(i) below,

the quorum shall be one or more Eligible Persons present and holding or representing in the aggregate not less than two-thirds in principal amount of the Covered Bonds for the time being outstanding.

(f) *Adjourned Meeting*

(i) If within 15 minutes (or such longer period not exceeding 30 minutes as the Chairperson 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 Holders or if the Issuer was required by Holders to convene such meeting pursuant to Condition 14(b) (*Convening meetings*), be dissolved. In any other case it shall be adjourned to the same day of the next week (or if that day is not a Business Day 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 Chairperson and approved by the Issuer).

Otherwise, at least 7 clear days' notice specifying the place (which need not be a physical place and instead may be by way of conference call, including by use of a videoconference or electronic platform), day and hour of the adjourned meeting, and otherwise given in

accordance with Condition 14(c) (*Procedures for convening meetings*) shall be given to the Holders in the manner provided in Condition 16 (*Notices*) (which notice may be given at the same time as the notice convening the original meeting).

(ii) If within 15 minutes (or such longer period not exceeding 30 minutes as the Chairperson 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 Chairperson may either dissolve the meeting or adjourn it for a period, being

(A) for any matter other than to vote on an Extraordinary Resolution, not less than 14 clear days (but without any maximum number of clear days); or

(B) for any matter requiring approval by an Extraordinary Resolution, not less than 14 clear days nor more than 42 clear days,

and in either case to a place as may be appointed by the Chairperson (either at or after the adjourned meeting) and approved by the Issuer, and the provisions of this sentence shall apply to all further adjourned meetings.

(iii) At any adjourned meeting one or more Eligible Persons present (whatever the principal amount of the Covered Bonds for the time being outstanding 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 provision to Condition 14(e)(iii) (*Quorums — Enhanced Quorum*) the quorum shall be one or more Eligible Persons present and holding or representing in the aggregate not less than one-third in principal amount of the Covered Bonds for the time being outstanding.

(g) *Right to attend and vote*

(i) The provisions governing the manner in which Holders may attend and vote at a meeting of the Holders must be notified to Holders in accordance with Condition 16 (*Notices*) and/or at the time of service of any notice convening a meeting.

(ii) 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 definition of "outstanding", no person shall be entitled to attend and speak nor shall any person be entitled to vote at any meeting of the Holders or join with others in requiring the convening of a meeting unless he is an Eligible Person.

(iii) Subject as provided in Condition 14(g)(g)(ii) 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 Note.

(h) *Holding of 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 Chairperson 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 he 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 Chairperson or the Issuer or by any Eligible Person present (whatever the principal amount of the Covered Bonds held by him), a declaration by the Chairperson that a resolution has been 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(h)(ii) 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 Chairperson 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 of 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.

(iv) The Chairperson 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 Chairperson or on any question of adjournment shall be taken at the meeting without adjournment.

(i) *Approval of the resolutions*

(i) Any resolution (including an Extraordinary Resolution) (i) passed at a meeting of the Holders duly convened and held (ii) passed as a resolution in writing or (iii) passed by way of electronic consents given by Holders through Iberclear, in accordance with the provisions of this Condition 14, shall be binding upon all the Holders whether present or not present at the meeting referred to in (i) above and whether or not voting (including when passed as a resolution in writing or by way of electronic consents) 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 any resolution duly considered by the Holders shall be published in accordance with Condition 16 (*Notices*) by the Issuer within 14 days of the result being known provided that non-publication shall not invalidate the resolution.

(ii) The expression "**Extraordinary Resolution**" when used in this Condition 14 means (i) a resolution passed at a meeting of the Holders duly convened and held in accordance with the provisions of this Condition 14 by a majority consisting of not less than 75% 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% of the votes given on the poll; (ii) a resolution in writing signed by or on behalf of Holders of not less than 75% in nominal amount of the Covered Bonds 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 Holders; or (iii) consent given by way of electronic consents through Iberclear by or on behalf of Holders of not less than 75% in nominal amount of the Covered Bonds for the time being outstanding.

(iii) A resolution of Holders shall have the following powers exercisable only by Extraordinary Resolution (subject to the provisions relating to the quorum contained in Conditions 14(e)(ii) and 14(e)(iii), namely:

(A) power to approve any compromise or arrangement proposed to be made between the Issuer and the Holders;

(B) power to approve any abrogation, modification, compromise or arrangement in respect of the rights of the Holders against the Issuer or against any of its property whether these rights arise under these Terms and Conditions of the Covered Bonds or the Covered Bonds or otherwise;

(C) power to agree to any modification of the provisions contained in these Terms and Conditions of the Covered Bonds which is proposed by the Issuer;

(D) power to give any authority or approval which under the provisions of this Condition 14 or the Covered Bonds is required to be given by Extraordinary Resolution;

(E) power to appoint any persons (whether Holders or not) as a committee or committees to represent the interests of the Holders and to confer upon any committee or committees any powers or discretions which the Holders could themselves exercise by Extraordinary Resolution;

(F) power to agree with the Issuer or any substitute, the substitution of any entity in place of the Issuer (or any substitute) as the principal debtor in respect of the Covered Bonds;

(iv) Subject to Condition 14(i)(i), 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.

(v) The agreement or approval of the Holders shall not be required in the case of any amendments determined pursuant to Condition 8 (*Benchmark Discontinuation*).

(j) *Miscellaneous*

(i) 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 Chairperson of the meeting at which any resolution was passed or proceedings had transpired 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 transpired at the meeting to have been duly passed or had.

(ii) 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.

15. Further Issues

The Issuer may from time to time, without the consent of the Holders, create and issue further covered bonds having the same terms and conditions as the Covered Bonds in all respects (or in all respects except for the first payment of interest) so as to form a single series with the Covered Bonds.

16. Notices

The Issuer shall ensure that all notices are duly published in a manner which complies with the rules and regulations of any stock exchange or other relevant authority on which the Covered Bonds are for the time being listed and/or admitted to trading.

If the Covered Bonds are listed on AIAF, to the extent required by the applicable regulations, the Issuer shall ensure that (i) the communication of all notices will be made public to the market through an announcement of inside information (*comunicación de información privilegiada*) or of other relevant information (*comunicación de otra información relevante*) to be filed with the CNMV and to be published at the CNMV's official website at www.cnmv.es and (ii) all notices to the Holders will be published in the official bulletin of AIAF (*Boletín de Cotización de AIAF*).

For the avoidance of doubt, unless specifically incorporated by reference into the Base Prospectus, information contained on any website referred to in the Base Prospectus does not form part of the Base Prospectus and has not been scrutinised or approved by the CNMV.

Any such notice shall be deemed to have been given on the date of such publication or, if published more than once, on the first date on which publication is made. If publication as provided above is not practicable, notice will be given in such other manner, and shall be deemed to have been given on such date, as the Issuer may approve.

In addition, so long as the Covered Bonds are represented by book-entries in Iberclear, all notices to Holders shall be made through Iberclear for on transmission to their respective accountholders.

17. Governing Law and Jurisdiction

(a) *Governing law*:

The Covered Bonds and any non-contractual obligations arising out of or in connection with the Covered Bonds shall be governed by, and construed in accordance with, Spanish law (*legislación común española*).

(b) *Spanish courts*:

Each of the Issuer and any Holder submits to the exclusive jurisdiction of the Spanish courts, in particular, to the venue of the city of Madrid, Spain, in relation to any dispute arising out of or in connection with the Covered Bonds (including a dispute relating to any non-contractual obligations arising out of or in connection with the Covered Bonds).

FORM OF EUROPEAN COVERED BONDS (PREMIUM) FINAL TERMS

[**PROHIBITION OF SALES TO EEA RETAIL INVESTORS –** The Covered Bonds are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("**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**"); 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. Consequently no key information document required by Regulation (EU) No 1286/2014 (the "**PRIIPs Regulation**") for offering or selling the Covered Bonds or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Covered Bonds or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.]

[**PROHIBITION OF SALES TO UK RETAIL INVESTORS** – The Covered Bonds are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom ("**UK**"). For these purposes, a retail investor means a person who is neither (i) a professional client, as defined in point (8) of article 2(1) of Regulation (EU) No 600/2014 as it forms part of the domestic law of the UK by virtue of the European Union (Withdrawal) Act 2018 ("**EUWA**"); nor (ii) a qualified investor as defined in paragraph 15 of Schedule 1 to the Public Offers and Admissions to Trading Regulations 2024. Consequently no key information document required by Regulation (EU) No 1286/2014 as it forms part of the domestic law of the UK by virtue of the EUWA (the "**UK PRIIPs Regulation**") for offering or selling the Covered Bonds or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Covered Bonds or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.]

[**MIFID II product governance / Professional investors and ECPs only target market** – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Covered Bonds has led to the conclusion that: (i) the target market for the Covered Bonds is eligible counterparties and professional clients only, each as defined in Directive 2014/65/EU (as amended, "MiFID II"); or (ii) all channels for distribution of the Covered Bonds to eligible counterparties and professional clients are appropriate. [Consider any negative target market]. Any person subsequently offering, selling or recommending the Covered Bonds (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 Covered Bonds (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.]

[**UK MIFIR product governance / Professional investors and ECPs only target market** – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Covered Bonds has led to the conclusion that: (i) the target market for the Covered Bonds is only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook, and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of the domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018; and (ii) all channels for distribution of the Covered Bonds to eligible counterparties and professional clients are appropriate. [*Consider any negative target market*]. Any [person subsequently offering, selling or recommending the Covered Bonds (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 is responsible for undertaking its own target market assessment in respect of the Covered Bonds (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.]

Covered Bonds Final Terms dated [●]

Kutxabank, S.A.

Issue of [Aggregate Nominal Amount of Tranche] [Title of Covered Bonds] (European Covered Bonds (Premium))

Legal Entity Identifier (LEI): [●]

Euro Medium Term Note and European Covered Bond (Premium) Programme

PART A – CONTRACTUAL TERMS

OPTION 1 (NORMAL ISSUANCE UNDER THE PROGRAMME ON THE BASIS OF THE TERMS AND CONDITIONS SET OUT IN THE BASE PROSPECTUS)

[Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of the Covered Bonds (the "**Terms and Conditions of the Covered Bonds**") set forth in the Base Prospectus dated 22 January 2026 [and the supplement[s] to it dated [*date*] [and [*date*]] which [together] constitute[s] a base prospectus (the "**Base Prospectus**") for the purposes of the Prospectus Regulation. This document constitutes the Covered Bonds Final Terms of the Covered Bonds described herein for the purposes of the Prospectus Regulation and must be read in conjunction with the Base Prospectus in order to obtain all the relevant information on the Issuer and the offer of Covered Bonds.]

OPTION 2 (ISSUANCE ON THE BASIS OF TERMS AND CONDITIONS FROM AN EARLIER BASE PROSPECTUS INCORPORATED BY REFERENCE IN THE BASE PROSPECTUS)

The following alternative language applies if the first tranche of an issue which is being increased was issued under a base prospectus with an earlier date and the relevant terms and conditions from that base prospectus with an earlier date were incorporated by reference in this Base Prospectus.

[Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions (the "**Conditions of the Covered Bonds**") set forth in the Base Prospectus dated [original date]. This document constitutes the Final Terms of the Covered Bonds described herein for the purposes of the Prospectus Regulation, and, save in respect of the Conditions of the Covered Bonds, must be read in conjunction with the Base Prospectus dated 22 January 2026 [and the supplement[s] to it dated [date] [and [date]] ([together,] the "**Base Prospectus**") in order to obtain all the relevant information. The Base Prospectus constitute a base prospectus for the purposes of the Prospectus Regulation. The Conditions of the Covered Bonds are incorporated by reference in the Base Prospectus.]

END OF OPTIONS

The Base Prospectus [and the supplement[s] to it dated [*date*] [and [*date*]] [has/have] been published on the website of the Issuer ([●]) and on the website of the CNMV (www.cnmv.es).

[*For the avoidance of doubt, information contained on any website referred to in the Base Prospectus does not form part of the Base Prospectus (unless specifically incorporated by reference into the Base Prospectus) and has not been scrutinised or approved by the CNMV.*]

The expression "**Prospectus Regulation**" means Regulation (EU) 2017/1129.

[In accordance with the Prospectus Regulation, no prospectus is required in connection with the issuance of the Covered Bonds described herein.]

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

1.	Issuer:		Kutxabank, S.A.
2.	(i)	Type of Covered Bond:	[Mortgage Covered Bond / Public Sector Covered Bond]
	(ii)	Series Number:	[●]
	(iii)	Tranche Number:	[●]
	(iv)	Date on which the Covered Bonds become fungible:	[Not Applicable / The Covered Bonds shall be consolidated, form a single series and be interchangeable for trading purposes with the [●] on [[●]/the Issue Date].
3.	Specified Currency:		[EUR]
4.	(i)	Aggregate Nominal Amount:	[●]
		(a) Series:	[●]
		(b) Tranche:	[●]
	(ii)	Number of Covered Bonds:	[●]
		(a) Series:	[●]
		(b) Tranche:	[●]
5.	Issue Price:		[●]% of the Aggregate Nominal Amount of the Tranche [plus accrued and unpaid interest from [●] (*in the case of fungible issues only, if applicable*)]
6.	Minimum Subscription Amount:		[EUR [●]]
7.	(i)	Specified Denominations:	[●] (*No Covered Bonds may be issued which have a minimum denomination of less than EUR100,000 (or equivalent in another currency*))
	(ii)	Calculation Amount:	[●]
8.	(i)	Issue Date:	[●]
	(ii)	Interest Commencement Date:	[[●] / Issue Date / Not Applicable]
9.	Maturity Date:		[[●] / Interest Payment Date in or nearest to [●] (*for Floating Rate Covered Bonds*)]

10.	Extended Maturity	[Applicable. [If any of the triggering circumstances for an extension of maturity set forth in article 15 of Royal Decree-Law 24/2021 occurs, payment of the unpaid Final Redemption Amount may be deferred by the Issuer or the Special Cover Pool Administrator (as applicable) until the Extended Final Maturity Date, subject to and in the circumstances contemplated in Royal Decree-Law 24/2021, as amended or replaced from time to time, including the prior permission of the Bank of Spain, when applicable. See further paragraph 19.]][Not Applicable]
11.	Extended Maturity Date	[*Fixed Rate Covered Bonds – specify date/Floating Rate Covered Bonds* – Interest Payment Date falling in or nearest to [*specify month and year*]] / [Not Applicable] (*The Extended Maturity Date must fall no later than twelve months after the Maturity Date*)
12.	Interest Basis:	[[●]% Fixed Rate] / [[●][●] [EURIBOR / €STR] [+/–][●]% Floating Rate] / [[•]% Fixed Rate to [●][●] [EURIBOR / €STR] [+/–][●]% Floating Rate] / [[●][●] [EURIBOR / €STR] [+/–][●]% Floating Rate to [●]% Fixed Rate]] (see paragraph [17/18] below) [In respect of the period from (and including) the Maturity Date to (but excluding) the Extended Maturity Date (if applicable), [[●]% Fixed Rate] / [[●][●] [EURIBOR / €STR] [+/–][●]% Floating Rate] / [[●]% Fixed Rate to [●][●] [EURIBOR / €STR] [+/–][●]% Floating Rate] / [[●][●] [EURIBOR / €STR] [+/–][●]% Floating Rate to [●]% Fixed Rate]] (see paragraph [17/18/19] below)
13.	Redemption/Payment Basis:	Subject to any purchase and cancellation or early redemption, the Covered Bonds will be redeemed on the Maturity Date at [●]/[100]% of their [Outstanding Principal Amount].
14.	Change of Interest or Redemption/Payment Basis:	[*Specify the date when any Fixed to Floating Rate or Floating to Fixed Rate change occurs or refer to paragraphs 17, 18 or 19 below and identify there / Not Applicable*]
15.	Call Options:	[Applicable / Not Applicable] [Issuer Call] [Issuer Residual Call] [(See paragraph [20/21] below)]
16.	Date and details of the relevant approval/resolution(s) for issuance of Covered Bonds obtained:	[●]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

17.	Fixed Rate Provisions:		[Applicable [from [●] to [●]] / Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(i)	Rate[(s)] of Interest:	[●]% per annum payable in arrear on each Interest Payment Date
	(ii)	Interest Payment Date(s):	[●] in each year
	(iii)	Business Day Convention:	[Floating Rate Convention / Following Business Day Convention / Modified Following Business Day Convention / Preceding Business Day Convention / No Adjustment]
	(iv)	Additional Business Centre(s):	[Not Applicable / [●]]
	(v)	Fixed Coupon Amount:	[●] per Calculation Amount
	(vi)	Fixed Coupon Amount for a short or long Interest Period ("Broken Amount(s)"):	[Not Applicable / [●] per Calculation Amount, payable on the Interest Payment Date falling [in/on] [●]]
	(vii)	Day Count Fraction:	[30/360 / Actual/Actual [(ICMA/ISDA)] / Actual/365 (Fixed) / Actual/360 / 30E/360 [(ISDA)]]
18.	Floating Rate Provisions:		[Applicable / Not applicable] (*If not applicable delete the remaining sub paragraphs of this paragraph*)
	(i)	Specified Period:	[●]
	(ii)	Interest Payment Date(s):	[●]
	(iii)	[First Interest Payment Date]:	[●]
	(iv)	Business Day Convention:	[Floating Rate Convention / Following Business Day Convention / Modified Following Business Day Convention / Preceding Business Day Convention / No Adjustment]
	(v)	Additional Business Centre(s):	[Not Applicable / [●]]
	(vi)	Manner in which the Rate(s) of Interest is/are to be determined:	[Screen Rate Determination / ISDA Determination]
	(vii)	Party responsible for calculating the Rate(s)	[●] shall be the Calculation Agent

	of Interest and/or Interest Amount(s):	
(viii)	Screen Rate Determination:	[Applicable/Not Applicable] (*If not applicable delete the remaining sub-paragraphs of this paragraph*)
•	Reference Rate:	[●][●] [EURIBOR / €STR]
•	Observation Method	[Lag / Observation Shift / Not Applicable]
•	p:	[2 / [●] TARGET Settlement Days / Not Applicable] (*a minimum of 2 should be specified for the Lag Period or Observation Shift Period, unless otherwise agreed with the Calculation Agent*)
•	D:	[360/365/[●]] / [Not Applicable]
•	Interest Determination Date(s):	[The first Business Day in the relevant Interest Period / [●] TARGET Settlement Days prior to each Interest Payment Date / [●]] (*in the case of EURIBOR, the second day on which T2 in open prior to the start of each Interest Period*) *(in the case of €STR, the date falling "p" TARGET Settlement Days prior to the Interest Payment Date for such Interest Period (or the date falling "p" TARGET Settlement Days prior to such earlier date, if any, on which the Covered Bonds are due and payable)*
•	Relevant Screen Page:	[●]
•	Relevant Time:	[●] (*in the case of EURIBOR, 11.00 a.m. Brussels time*)
•	Relevant Financial Centre:	[●]
(ix)	ISDA Determination:	[Applicable/Not Applicable] (*If not applicable delete the remaining sub-paragraphs of this paragraph*) [(*If applicable, and "2021 ISDA Definitions" is selected below, note that "Administrator/Benchmark Event", "Generic Fallbacks" and "Calculation Agent Alternative Rate Determination" are not workable in a notes context. Amendments will therefore need to be made to the Conditions which will require a Prospectus Regulation drawdown information memorandum for the issue*)]
•	ISDA Definitions:	[2006 ISDA Definitions / 2021 ISDA Definitions]
•	Floating Rate Option:	[●] *(the Floating Rate Option should be selected from one of: EUR-EURIBOR-Reuters (if 2006 ISDA Definitions apply) EUR-EURIBOR (if 2021 ISDA Definitions apply) / EUR-EuroSTR /*

EUR-EuroSTR Compounded Index (each as defined in the ISDA Definitions). These are the options envisaged in the Terms and Conditions of the Covered Bonds)

- Designated Maturity: [●]

  (*Designated Maturity will not be relevant where the Floating Rate Option is a risk free rate*)

- Reset Date: [●] / [as specified in the ISDA Definitions] / [the first day of the relevant Interest Period, subject to adjustment in accordance with the Business Day Convention set out in [(iv)] above and as specified in the ISDA Definitions]

- Compounding: [Applicable/Not Applicable]

  (*If not applicable delete the remaining sub-paragraphs of this paragraph*)

- [Compounding Method: (*Select the relevant option and delete the rest*)

  [Compounding with Lookback

  Lookback: [●] Applicable Business Days]

  [Compounding with Observation Period Shift

  Observation Period Shift: [●] Observation Period Shift Business Days

  Observation Period Shift Additional Business Days: [●] / [Not Applicable]]

  [Compounding with Lockout

  Lockout: [●] Lockout Period Business Days

  Lockout Period Business Days: [●] / [Applicable Business Days]]

- Averaging: [Applicable/Not Applicable]] (*If not applicable delete the remaining sub-paragraphs of this paragraph*)

- [Averaging Method: (*Select the relevant option and delete the rest*)

  [Averaging with Lookback

  Lookback: [●] Applicable Business Days]

  [Averaging with Observation Period Shift

  Observation Period Shift: [●] Observation Period Shift Business Days

  Observation Period Shift Additional Business Days: [●] / [Not Applicable]]

  [Averaging with Lockout

		Lockout: [●] Lockout Period Business Days Lockout Period Business Days: [●] / [Applicable Business Days]]
	• Index Provisions	[Applicable/Not Applicable] *(If not applicable delete the remaining sub-paragraphs of this paragraph)*
	• [Index Method:	Compounded Index Method with Observation Period Shift Observation Period Shift: [●] Observation Period Shift Business Days Observation Period Shift Additional Business Days: [●] / [Not Applicable]
	(x) 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*)
	(xi) Margin(s):	[+/-] [●]% per annum
	(xii) Minimum Rate of Interest:	[[●]% per annum / Not applicable]
	(xiii) Maximum Rate of Interest:	[[●]% per annum / Not applicable]
	(xiv) Day Count Fraction:	[30/360 / Actual/Actual [(ICMA/ISDA)] / Actual/365 (Fixed) /Actual/360 / 30E/360 [(ISDA)]
19.	Extended Maturity Interest Rate Provisions	[Applicable from (and including) the Maturity Date to (but excluding) the Extended Maturity Date / Not Applicable] *(If not applicable delete the remaining sub-paragraphs of this paragraph)*
(a) Fixed Rate Provisions		[Applicable / Not Applicable] (*If not applicable delete the remaining sub paragraphs of this paragraph*)
	(i) Rate[(s)] of Interest:	[●]% per annum payable in arrear on each Interest Payment Date
	(ii) Interest Payment Date(s):	[●] in each year
	(iii) Business Day Convention:	[Floating Rate Convention / Following Business Day Convention / Modified Following Business Day Convention / Preceding Business Day Convention / No Adjustment]
	(iv) Additional Business Centre(s):	[Not Applicable / [●]]

(v)	Fixed Coupon Amount:	[●] per Calculation Amount
(vi)	Fixed Coupon Amount for a short or long Interest Period ("Broken Amount(s)"):	[Not Applicable / [●] per Calculation Amount, payable on the Interest Payment Date falling [in/on] [●]]
(vii)	Day Count Fraction:	[30/360 / Actual/Actual [(ICMA/ISDA)] / Actual/365 (Fixed) / Actual/360 / 30E/360 [(ISDA)]]

(b) Floating Rate Provisions — [Applicable / Not Applicable]

(*If not applicable delete the remaining sub paragraphs of this paragraph*)

(i)	Specified Period:	[●]
(ii)	Interest Payment Date(s):	[●]
(iii)	[First Interest Payment Date]:	[●]
(iv)	Business Day Convention:	[Floating Rate Convention / Following Business Day Convention / Modified Following Business Day Convention / Preceding Business Day Convention / No Adjustment]
(v)	Additional Business Centre(s):	[Not Applicable / [●]]
(vi)	Manner in which the Rate(s) of Interest is/are to be determined:	[Screen Rate Determination / ISDA Determination]
(vii)	Party responsible for calculating the Rate(s) of Interest and/or Interest Amount(s):	[●] shall be the Calculation Agent
(viii)	Screen Rate Determination:	[Applicable/Not Applicable] (*If not applicable delete the remaining sub-paragraphs of this paragraph*)
	• Reference Rate:	[●][●] [EURIBOR / €STR]
	• Observation Method	[Lag / Observation Shift / Not Applicable]
	• p:	[2 / [•] TARGET Settlement Days / Not Applicable] (*a minimum of 2 should be specified for the Lag Period or Observation Shift Period, unless otherwise agreed with the Calculation Agent*)
	• D:	[360/365/[•]] / [Not Applicable]

•	Interest Determination Date(s):	[The first Business Day in the relevant Interest Period / [●] TARGET Settlement Days prior to each Interest Payment Date / [●]] (*in the case of EURIBOR, the second day on which T2 in open prior to the start of each Interest Period*) *(in the case of €STR, the date falling "p" TARGET Settlement Days prior to the Interest Payment Date for such Interest Period (or the date falling "p" TARGET Settlement Days prior to such earlier date, if any, on which the Covered Bonds are due and payable)*
•	Relevant Screen Page:	[●]
•	Relevant Time:	[●] (*in the case of EURIBOR, 11.00 a.m. Brussels time*)
•	Relevant Financial Centre:	[●]
(ix)	ISDA Determination:	[Applicable/Not Applicable] (*If not applicable delete the remaining sub-paragraphs of this paragraph*)
•	ISDA Definitions:	[2006 ISDA Definitions / 2021 ISDA Definitions]
•	Floating Rate Option:	[●] *(the Floating Rate Option should be selected from one of: EUR-EURIBOR-Reuters (if 2006 ISDA Definitions apply) EUR-EURIBOR (if 2021 ISDA Definitions apply) / EUR-EuroSTR / EUR-EuroSTR Compounded Index (each as defined in the ISDA Definitions). These are the options envisaged in the Terms and Conditions of the Covered Bonds)*
•	Designated Maturity:	[●] (*Designated Maturity will not be relevant where the Floating Rate Option is a risk free rate*)
•	Reset Date:	[●] / [as specified in the ISDA Definitions] / [the first day of the relevant Interest Period, subject to adjustment in accordance with the Business Day Convention set out in [(iv)] above and as specified in the ISDA Definitions]
•	Compounding:	[Applicable/Not Applicable] (*If not applicable delete the remaining sub-paragraphs of this paragraph*)
•	[Compounding Method:	(*Select the relevant option and delete the rest*) [Compounding with Lookback Lookback: [●] Applicable Business Days]

[Compounding with Observation Period Shift

Observation Period Shift: [●] Observation Period Shift Business Days

Observation Period Shift Additional Business Days: [●] / [Not Applicable]]

[Compounding with Lockout

Lockout: [●] Lockout Period Business Days

Lockout Period Business Days: [●] / [Applicable Business Days]]

- Averaging: [Applicable/Not Applicable]] (*If not applicable delete the remaining sub-paragraphs of this paragraph*)

- [Averaging Method: (*Select the relevant option and delete the rest*)

[Averaging with Lookback

Lookback: [●] Applicable Business Days]

[Averaging with Observation Period Shift

Observation Period Shift: [●] Observation Period Shift Business Days

Observation Period Shift Additional Business Days: [●] / [Not Applicable]]

[Averaging with Lockout

Lockout: [●] Lockout Period Business Days

Lockout Period Business Days: [●] / [Applicable Business Days]]

- Index Provisions [Applicable/Not Applicable]

(If not applicable delete the remaining sub-paragraphs of this paragraph)

- [Index Method: Compounded Index Method with Observation Period Shift

Observation Period Shift: [●] Observation Period Shift Business Days

Observation Period Shift Additional Business Days: [●] / [Not Applicable]

(x) 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*)

(xi) Margin(s): [+/-] [●]% per annum

	(xii)	Minimum Rate of Interest:	[[●]% per annum / Not applicable]
	(xiii)	Maximum Rate of Interest:	[[●]% per annum / Not applicable]
	(xiv)	Day Count Fraction:	[30/360 / Actual/Actual [(ICMA/ISDA)] / Actual/365 (Fixed) /Actual/360 / 30E/360 [(ISDA)]

PROVISIONS RELATING TO REDEMPTION

20.	Call Option:		[Applicable / Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(i)	Optional Redemption Date(s):	[[●] / Any date falling in the Optional Redemption Period (call) / Not Applicable]
	(ii)	Optional Redemption Period:	[[●]/ Not Applicable]
	(iii)	Optional Redemption Amount(s) (Call) of each Covered Bond and method, if any, of calculation of such amount(s):	[[●] per Calculation Amount / [●]] [(in the case of the Optional Redemption Dates falling on [●]/[in the period from and including [*date*])]
	(iv)	Notice period:	[●]
21.	Redemption in part:		[Applicable/Not Applicable]
	(i)	Minimum Redemption Amount:	[●] per Calculation Amount
	(ii)	Maximum Redemption:	[●] per Calculation Amount
22.	Issuer Residual Call:		[Applicable / Not Applicable]
	(i)	Optional Redemption Amount (Residual Call):	[[●] per Calculation Amount / [●]]
	(ii)	Residual Percentage:	[[20] per cent. / [●] per cent.]
	(ii)	Notice period:	[●]
23.	Final Redemption Amount of each Covered Bond:		[●] per Calculation Amount

GENERAL PROVISIONS APPLICABLE TO THE COVERED BONDS

24.	Additional Financial Centre(s) or other special provisions relating to payment dates:	[Not Applicable / *give details*].
25.	Substitute assets (*activos de sustitución*):	[No / Yes]
26.	Voluntary overcollateralisation	[[●]% / Not Applicable]
27.	Derivative financial instruments linked to each issue:	[No / [*details*]]

Signed on behalf of Kutxabank, S.A.:

By: .....

Duly authorised pursuant to the resolutions of [●]

Date:

PART B – OTHER INFORMATION

1. LISTING AND ADMISSION TO TRADING

(i)	Admission to Trading:	[Application has been made by the Issuer (or on its behalf) for the Covered Bonds to be admitted to trading on [AIAF / other stock exchange or market (*either Spanish, European or non-European, including regulated markets, multilateral trading facilities or any other organised markets*)] [*within 30 days following the Issue Date / Other time period*].] (*When documenting a fungible issue need to indicate that original Covered Bonds are already admitted to trading*.)
(ii)	Estimate of total expenses related to admission to trading:	[●]

2. RATINGS

The Covered Bonds to be issued [have been/are expected to be] rated]/[The following ratings reflect ratings assigned to Covered Bonds of this type issued under the Programme generally]:

Ratings:

[Standard & Poor's: [●]]

[*Insert meaning of rating*]

[Moody's: [●]]

[*Insert meaning of rating*]

[Fitch: [●]]

[*Insert meaning of rating*]

[[Other]: [●]]

[*Insert meaning of rating*]

Option 1 - CRA established in the EEA and registered under the CRA Regulation

[*Insert legal name of particular credit rating agency entity providing rating*] is established in the EEA and registered under Regulation (EC) No 1060/2009, as amended (the "**CRA Regulation**").

Option 2 - CRA not established in the EEA but relevant rating is endorsed by a CRA which is established and registered under the CRA Regulation

[*Insert legal name of particular credit rating agency entity providing rating*] is not established in the EEA but the rating it has given to the Covered Bonds is endorsed by [insert legal

name of credit rating agency], which is established in the EEA and registered under Regulation (EC) No 1060/2009, as amended (the "**CRA Regulation**").

Option 3 - CRA is not established in the EEA and relevant rating is not endorsed under the CRA Regulation but CRA is certified under the CRA Regulation

[*Insert legal name of particular credit rating agency entity providing rating*] is not established in the EEA but is certified under Regulation (EU) No 1060/2009, as amended (the "**CRA Regulation**").

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

[Save for any fees payable to the [Dealers/Calculation Agent] and those that may eventually payable to any Independent Financial Adviser (if eventually appointed), so far as the Issuer is aware, no person involved in the offer of the Covered Bonds has an interest material to the offer. Notwithstanding the above, [any of] the Dealer[s] might be appointed as Independent Financial Adviser (should one be eventually appointed). The [Dealers/Calculation Agent] and any Independent Financial Adviser (if eventually appointed) 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 (including when the Issuer, any member of the Group or any dealer or any member of their groups acts as Calculation Agent)*)]

4. YIELD

Indication of yield:	[●] [*The yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield*.]

5. OPERATIONAL INFORMATION

ISIN:	[●]
Common Code:	[●]
Trade Date:	[●]
Subscription and payment	[The Covered Bonds have been subscribed and paid up on [●]]
Delivery:	Delivery [against/free of] payment
Relevant Benchmark[s]:	[[*specify benchmark*] is provided by [*administrator legal name*]][*repeat as necessary*]. As at the date hereof, [[*administrator legal name*][appears]/[does not appear]][*repeat as necessary*] in the register of administrators and benchmarks established and maintained by ESMA pursuant to article 36 (*Register of administrators and benchmarks*) of the Benchmarks Regulation]/[As far as the Issuer is aware, as at the date hereof, [*specify benchmark*] does not fall within the scope of the Benchmarks Regulation]/ [As far as the Issuer is aware, the transitional provisions in article 51 of the Benchmarks Regulation, as amended apply, such

that [*name of administrator*] is not currently required to obtain authorisation/registration (or, if located outside the European Union, recognition, endorsement or equivalence)]/ [Not Applicable]

6. DISTRIBUTION

(i)	Method of Distribution:	[Syndicated / Non-syndicated]
(ii)	If syndicated:	
(A)	Names of dealers:	[Not Applicable/*give names*]
(B)	Stabilisation Manager(s), if any:	[Not Applicable/*give names*]
(iii)	If non-syndicated, name of dealer:	
(iv)	Countries to which the Base Prospectus has been communicated:	
(v)	U.S. Selling Restrictions:	Reg S Compliance Category [1/2] – Not Rule 144A Eligible

7. REASONS FOR THE OFFER AND ESTIMATED NET AMOUNT OF PROCEEDS

Reasons for the offer: [See ["Use of Proceeds"] in the Base Prospectus. / *Other (if reasons for the offer are different from general financial requirements and there is a particular identified use of proceeds, this will need to be stated here)* / [The Covered Bonds are intended to be issued as Green Covered Bonds] and an amount equivalent to the net proceeds from the issuance of the Covered Bonds will be used to finance and/or refinance [Eligible Projects / *Describe Eligible Project if there is a particular identified use of proceeds under the Green Bond Framework*] as described in paragraph (b) of the section headed "Use of Proceeds"] in the Base Prospectus (*in case it is specified Green Covered Bonds, the following wording shall be inserted:*

["Investors should have regard to the factors described under the section headed "Risk Factors" in the Base Prospectus, in particular the risk factor entitled "Notes issued as "Green Notes", as described in "Use of Proceeds", may not meet investor expectations or be suitable for an investor's investment criteria. The Issuer will report annually on the allocation of proceeds obtained from the Green Covered Bonds and the environmental impact of the relevant projects at the category level. The allocation and impact report, along with the external assurance report will be available at the Issuer's website: [●]"]

Estimated net proceeds:	[●]

USE OF PROCEEDS

An amount equal to the net proceeds from each issue of each Tranche of Securities will be applied/allocated by the Issuer:

(a) for the general financing requirements of the Group; or

(b) to finance and/or refinance, in full or in part, new and/or existing green or social loans, investments or projects that meet the eligibility criteria outlined in the Green Bond Framework (the "**Green Eligible Projects**" and "**Social Eligible Projects**", respectively, and jointly "**Eligible Projects**") (such Securities being referred to as "**Green Notes**" or "**Green Covered Bonds**" in the relevant Final Terms), and which are summarised below:

(I) Green Eligible Projects:

(i) Green buildings: this category comprises Green Eligible Projects aimed to promote the acquisition, development and construction of buildings and renovation projects on existing buildings subject to certain technical criteria outlined in the Green Bond Framework

The environmental objective of this category of Green Eligible Projects is to mitigate climate change in accordance with objectives 11 and 13 of the United Nations Sustainable Development Goals (the "**SDGs**").

(ii) Renewable energy: Green Eligible Projects in this category include the acquisition, construction, operation, maintenance or repowering of electricity generation facilities based on solar energy, wind power, hydropower and geothermal energy that comply with the technical criteria outlined in the Green Bond Framework.

The environmental objective of this category of Green Eligible Projects is to mitigate climate change in accordance with objective 7 of the SDGs.

(iii) Clean transportation: Green Eligible Projects within this category include: (i) the purchase, financing, rental and operation of clean transportation means, including passenger transport and freight transport, and (ii) the construction, modernisation, maintenance and operation of clean transportation infrastructures, that comply with the technical criteria outlined in the Green Bond Framework.

The environmental objective of this category of Green Eligible Projects is to mitigate climate change and prevent and control pollution in accordance with objectives 11 and 13 of the SDGs.

(II) Social Eligible Projects:

(i) Access to essential health services: Social Eligible Projects within this category include the acquisition, construction, renovation, operation, maintenance and equipment of free or subsidised health facilities including healthcare facilities such as public hospitals, clinics and primary care facilities, nursing homes and elderly daycare centres.

The social objective of this category of Social Eligible Projects is to promote universal health coverage in accordance with objective 3 of the SDGs.

(ii) Access to essential education services: Social Eligible Projects within this category include the acquisition, construction, renovation, operation, maintenance and equipment

of free or subsidised education facilities from preschool to university and vocational training.

The social objective of this category of Social Eligible Projects is to promote universal access to education in accordance with objective 4 of the SDGs.

(iii) Affordable housing: Social Eligible Projects within this category include the construction and/or acquisition of social housing (*viviendas de protección oficial*) meeting the regional governments' requirements.

The social objective of this category of Social Eligible Projects is to increase the access to affordable housing in accordance with objective 10 of the SDGs.

(iv) Employment generation: Social Eligible Projects within this category aimed to finance (i) SMEs located in provinces with a GDP/GDP per capita lower than the national average and regions affected by natural disasters and/or health pandemics; and (ii) microenterprises and self-employed companies located in the operational areas of the Bank.

The social objective of this category of Social Eligible Projects is to foster job creation in accordance with objective 8 of the SDGs.

(v) Socioeconomic advancement and empowerment: Social Eligible Projects within this category include free or subsidised projects delivered by state-owned institutions, companies, associations, NGOs, social enterprises and foundations that generate a positive sustainable outcome for society, with particular focus on vulnerable people, in areas such as access to essential services and social welfare, including care for dependent persons.

The social objective of this category of Social Eligible Projects is to promote equitable participation and integration of vulnerable people into the economy and society in accordance with objectives 3, 4, and 10 of the SDGs.

Moreover, general corporate financing provided by the Issuer through the allocation of net proceeds from Green Securities will be limited to companies deriving at least 90% of their turnover from activities presented in the above Green Eligible Projects and Social Eligible Projects categories.

The Green Bond Framework is available for viewing on the Issuer's website (including as amended, supplemented, restated or otherwise updated on such website from time to time): https://www.kutxabank.com/cs/Satellite/kutxabank/en/investor_relations/fixed_income/sustainable-financing.

Any project that supports or promotes: (i) the exploration, research and exploitation of fossil fuels; (ii) alcohol; (iii) armament; (iv) animal, armament, animal maltreatment; or (v) the weapons, tobacco, gambling or mining industries, will not be eligible to become an Eligible Asset under the Green, Social and Sustainability Bond Framework

The process to select and evaluate Eligible Projects will be performed according to the Green Bond Framework by a sustainable bond committee of the Issuer (the "**Sustainable Bond Committee**" or **SBC**") comprising members from various departments of the Bank, such as sustainability, global risk control; IT systems; treasury; and funding. The SBC will be chaired by a member of the sustainability department of the Bank and will meet on a regular basis, at least quarterly.

The Green Bond Framework establishes that the SBC will be in charge of:

- determining whether Eligible Projects comply with the Green Bond Framework in order to approve and/or review the allocation of proceeds from Green Securities;
- monitoring the ongoing compliance of Eligible Projects with the eligibility and exclusion criteria set out in the Green Bond Framework;
- identifying and managing material environmental and social risks associated with Eligible Projects; and
- overseeing the management of proceeds and the approving of the Green Securities reporting.

In the event that an Eligible Project does not meet the eligibility criteria set out under the Green Bond Framework, the SBC will replace such Eligible Project with another Eligible Project selected according to the eligibility criteria of the Green Bond Framework.

The net proceeds obtained from Green Securities will be allocated to Eligible Projects within the Bank's portfolio on a nominal equivalence basis. The Bank will allocate the total amount of the net proceeds to Eligible Projects within 24 months from the issuance date of each Green Securities issue. If net proceeds are not entirely allocated, the unallocated amount may temporarily be invested in the Bank's treasury liquidity portfolio, in cash, deposits or money market instruments in accordance with the Bank's investment guidelines.

The treasury department of the Bank will monitor and track the allocation and use of the net proceeds through internal IT systems while intending to designate sufficient Eligible Projects to ensure the outstanding balance related to the portfolio equals the total balance of the Green Securities proceeds. The Issuer will track the amounts allocated to Eligible Projects and will create a specific data base (the "**Green Bond Register**"), which will include the relevant details of the Green Securities issued under the Programme and of the Eligible Projects (including the amount of the portfolio and any other necessary information) and will be reviewed by the SBC at least on a quarterly basis.

During the life of any Green Security, the Issuer will report annually on (i) the allocation of proceeds obtained from the relevant Green Securities, including, at least, information regarding the total amount of outstanding net proceeds from the issue of Green Securities, the percentage of such net proceeds allocated to Eligible Projects, an analysis of the Eligible Projects portfolio by eligible category and year of origination, the balance of unallocated net proceeds at the reporting end-period (if any), and the percentage of co-financing (if any); and (ii) the environmental impact of the relevant Eligible Projects per eligible category until the maturity of the Green Securities, including information on the methodology used to evaluate the impacts derived from the Eligible Projects financed with the Green Securities. The Issuer intends to request from an external auditor on an annual basis, until the maturity of the Green Securities, an assurance report confirming that an amount equal to the net proceeds of the Green Securities have been allocated in compliance with all material respects of the criteria set forth in the Green Bond Framework and the review of the impact reporting, including the methodologies for the calculation of output and/or impact metrics.

The allocation and impact report, along with the external assurance report will be available at the Issuer's website (https://www.kutxabank.com/cs/Satellite/kutxabank/en/investor_relations/fixed_income/sustainable-financing).

The Bank has appointed Sustainalytics to provide the Second Party Opinion on the Green Bond Framework. The Second Party Opinion has confirmed the alignment of the Green Bond Framework with

the ICMA Green Bond Principles. The Second Party Opinion is available on the website of the Issuer (https://www.kutxabank.com/cs/Satellite/kutxabank/en/investor_relations/fixed_income/sustainable-financing). The criteria and/or considerations that formed the basis of the Second Party Opinion may change at any time and the Second Party Opinion may be amended, updated, supplemented, replaced and/or withdrawn.

Prior to any investment in Green Securities, investors are advised to consult the Green Bond Framework. Furthermore, investors should have regard to the factors described under the section headed "*Risk Factors – Risk Relating to the Issuer and the Group – Securities issued as "Green Notes" or as "Green Covered Bonds", as described in "Use of Proceeds", may not meet investor expectations or be suitable for an investor's investment criteria*". The Green Bond Framework may 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 Base Prospectus.

The information contained in the websites referred to in this section has not been scrutinised or approved by the CNMV.

The "**ICMA Green Bond Principles**", at any time, are the Sustainability Bond Guidelines, the Green Bond Principles and Social Bond Principles published by the International Capital Markets Association at such time, which as at the date of this Base Prospectus are the Sustainability Bond Guidelines 2021 (https://www.icmagroup.org/assets/documents/Sustainable-finance/2021-updates/Sustainability-Bond-Guidelines-June-2021-140621.pdf), the Green Bond Principles 2025 (https://www.icmagroup.org/assets/documents/Sustainable-finance/2025-updates/Green-Bond-Principles-GBP-June-2025.pdf) and the Social Bond Principles 2025 (https://www.icmagroup.org/assets/documents/Sustainable-finance/2025-updates/Social-Bond-Principles-SBP-June-2025.pdf) .

Notes issued under the Programme are expected to be eligible for MREL when the conditions set forth in article 72b of CRR I and article 45b of the BRRD are met.

If, in respect of an issue, there is a particular identified use of proceeds, this will be stated in the relevant Final Terms.

DESCRIPTION OF THE ISSUER

HISTORY AND DEVELOPMENTS

Kutxabank is legally incorporated as a Spanish public limited company *(sociedad anónima*) with the status of a bank. The Issuer is subject to special banking legislation and related regulations in respect of the management, supervision and solvency of credit institutions, in particular, Law 10/2014 and Royal Decree 84/2015 (as defined in section "*Capital, Liquidity and Funding Requirements and Loss Absorbing Powers — Capital requirements*"), and is subject to the supervision of the ECB on a consolidated basis and the relevant joint supervisory team under the supervision system created by the Single Supervisory Mechanism. Kutxabank is also subject to the Restated Spanish Companies Act, approved by Royal Legislative Decree 1/2010, of 2 July; the Securities Markets and Investment Services Law; and Royal Decree 813/2023, of 8 November, on the legal regime for investment services companies and other entities providing investment services and further implementing legislation.

The Issuer's registered office is located at Gran Vía Diego López de Haro, 30-32, 48009 Bilbao, Spain, the telephone number of its registered office is "+34 94 401 7000" and its corporate website is www.kutxabank.com (the information on the corporate website of the Issuer does not form part of the Base Prospectus and has not been scrutinised or approved by the CNMV).

The Issuer's legal and commercial names are Kutxabank, S.A. and Kutxabank, respectively.

The Issuer was incorporated on 14 June 2011 for an indefinite period under the corporate name Banco Bilbao Bizkaia Kutxa, S.A.U., by means of a public deed granted before the Notary Public of Bilbao, Mr. Vicente del Arenal, under number 863 of his protocol, and is registered at the Commercial Registry of Vizcaya, in volume 5226, book 0, page no. BI-58729, sheet 1, entry number 1. The Issuer then changed its name to Kutxabank, S.A. on 22 December 2011. Kutxabank commenced its operations on 1 January 2012. In addition, the Issuer is registered in the Register of Banks and Bankers of the Bank of Spain, under number 2095. The Bank's tax identification number is A95653077 and its LEI code is 549300U4LIZV0REEQQ46.

Kutxabank's corporate purpose comprises all manner of activities, transactions and services which are inherent to the banking business in general and which it is permitted to perform under current legislation, including the provision of investment and ancillary services, and the acquisition, ownership, use, and disposal of all manner of marketable securities.

Kutxabank is the parent of the Kutxabank Group, which arose from the integration of the three Basque savings banks – Bilbao Bizkaia Kutxa, Aurrezki Kutxa eta Bahitetxea ("**BBK**"), Caja de Ahorros y Monte de Piedad de Guipúzcoa y San Sebastián ("**Kutxa**") and Caja de Ahorros de Vitoria y Álava (hereinafter "**Caja Vital**").

The primary business of the Group is supplying commercial and retail banking facilities and providing financial products and services to individuals, small and medium enterprises ("**SMEs**") and other corporate entities.

The main events in the history of Kutxabank and the Kutxabank Group are the following:

Acquisition of Caja de Ahorros and Monte de Piedad de Córdoba by BBK

Prior to the process of integration of the three Basque savings banks that gave rise to the Kutxabank Group, BBK acquired and integrated into its consolidated group Caja de Ahorros and Monte de Piedad de Córdoba ("**CajaSur**"), an Andalusian savings bank that had been intervened by the Bank of Spain.

The main reason for the intervention of CajaSur was the high level of impairment of a significant portion of both its credit portfolio and its industrial portfolio, especially that related to the real estate development sector. Additionally, the entity had low levels of efficiency and significant gaps in its risk control infrastructure.

The acquisition took place on 16 July 2010, through a competitive bidding process launched by the Fund for Orderly Bank Restructuring (*Fondo de Reestructuración Ordenada Bancaria*) (the "**FROB**"), which included the assignment

of all the assets and liabilities of the CajaSur group to BBK Bank, S.A., a company wholly owned by BBK and which was expressly set up for this transaction. Subsequently, said company changed its name to CajaSur Banco, S.A. ("**CajaSur Banco**").

The main conditions related to the procedure for awarding CajaSur to BBK were the following:

- A share capital increase of EUR 800.00 million in BBK Bank, S.A., to be fully subscribed by BBK, until reaching a total share capital of EUR 818.00 million.
- The transfer of all the assets and liabilities of the CajaSur group to BBK Bank, S.A., for a total price of EUR 1.00.
- An asset protection scheme (the "**APS**") to be granted by the FROB, linked to a specific portfolio of assets. Under the APS, the FROB would assume losses derived from those assets within five years up to a maximum of EUR 392.00 million. The APS was materialised in a loan, which was intended to be amortised against the losses subject to protection. As at today, such loan is fully amortised.

The transaction was closed on 1 January 2011. At that date, the excess of the purchase price over the net fair value of assets and liabilities transferred amounted to EUR 301.46 million, with such amount being accounted for as goodwill. This goodwill mainly reflects the value of CajaSur's franchise among Andalusian customers.

On 30 June 2025, the Board of Directors of the Bank passed a resolution approving the merger by absorption of Cajasur Banco by Kutxabank, S.A. in accordance with the simplified merger regime for wholly owned companies established under Royal Decree-Law 5/2023 (the "**Cajasur Merger**"). The Cajasur Merger was effective on 1 October 2025 after obtaining the authorisation of the Spanish Ministry of Economy in accordance with Law 10/2014.

Integration of BBK, Kutxa, Caja Vital and Kutxabank

On 30 June 2011, the Boards of Directors of BBK, Kutxa, Caja Vital and the Bank approved the integration agreement for the creation of a contractual consolidable group of credit institutions (Institutional Protection Scheme or "**IPS**"), the head of which would be the Bank, and which would also comprise BBK, Kutxa and Caja Vital (referred to collectively as the "**Savings Banks**"). This integration agreement governed the aspects comprising the new Group, the Group's and the Bank's governance, and the Group's stability mechanisms.

Also, the Boards of Directors of the Savings Banks and the Bank (the latter as the beneficiary) approved, pursuant to Title III and the Third Additional Provision of Law 3/2009, of 3 April, on structural modifications to companies, the corresponding spin-off plans under which all the assets and liabilities associated with the financial activity of BBK, Kutxa and Caja Vital would be contributed to the Bank, and the Savings Banks would perform their objects as credit institutions indirectly through the Bank.

The purpose of the spin-off was the global transfer, by universal succession, of all the assets and liabilities of the respective Savings Banks (including BBK's ownership interest in CajaSur Banco), except for the excluded assets and liabilities not directly related to the Savings Banks' financial activities (including BBK's ownership interest in the Bank), which were identified in the respective spin-off plans.

The spin-off plans, together with the integration agreement and the subsequent novation thereof, were approved by the corresponding general assemblies of BBK and Caja Vital on 16 September 2011 and by the general assembly of Kutxa and by the Bank's then sole shareholder on 26 September 2011.

Once the relevant administrative authorisations had been obtained, on 22 December 2011, BBK, Kutxa and Caja Vital, together with the Bank, executed the relevant public deeds for the spin-off of the Savings Banks' financial businesses and the contribution thereof to Kutxabank.

On 1 January 2012, the spin-off was registered with the Commercial Registry of Vizcaya and, consequently, as from that moment the spin-off of the Savings Banks' businesses and the contribution thereof to the Bank and the IPS

became effective. The Bank, as the beneficiary of the spin-off, was subrogated in all the rights, actions, obligations, liability and charges relating to the spun-off assets and liabilities. Also, the Bank assumed the human and material resources related to the operation of the spun-off businesses of the respective Savings Banks. On that same date, the Bank commenced its operations.

In exchange for the spun-off assets and liabilities, the Bank increased share capital by a total of EUR 1,981,950,000, represented by 1,981,950 registered shares, each with a par value of EUR 1,000, plus a share premium, so that each Savings Bank received newly issued shares in the Bank for a value equal to the value of the assets and liabilities transferred from each Savings Bank. After the capital increase, the ownership interest of each Savings Bank in the Bank was as follows: BBK 57%, Kutxa 32% and Caja Vital 11%.

Pursuant to Law 26/2013, of 27 December, on savings banks and banking foundations ("**Law 26/2013**"), the ordinary general assemblies of BBK and Caja Vital at their sessions held on 30 June 2014 and the extraordinary general assembly of Kutxa held on 24 October 2014 approved the transformation of the Savings Banks into banking foundations. BBK, Kutxa and Caja Vital were subsequently registered at the Basque Country Foundations Registry on 24 November 2014, 22 December 2014 and 29 July 2014, respectively.

The registration of the three former Savings Banks at the Foundations Registry resulted in the loss of their status as credit institutions and, as a result, the IPS formed by the Savings Banks and Kutxabank was terminated. In this regard, the Board of Trustees of Bilbao Bizkaia Kutxa Fundación Bancaria-Bilbao Bizkaia Kutxa Banku Fundazioa ("**BBK Banking Foundation**") and the Board of Trustees of Fundación Bancaria Vital-Vital Banku Fundazioa ("**Vital Banking Foundation**"), unanimously resolved, on 23 January 2015 and 10 February 2015, respectively, to terminate the IPS and the integration agreement entered into by the former Savings Banks and Kutxabank. In addition, on 17 March 2015 the Board of Trustees of Fundación Bancaria Kutxa-Kutxa Banku Fundazioa ("**Kutxa Banking Foundation**") also unanimously resolved to terminate the integration agreement entered into by the former Savings Banks and Kutxabank.

BUSINESS OVERVIEW

Since the integration of the Savings Banks in 2012, the Kutxabank Group has consolidated its position among the leading medium-sized banks in the Spanish financial industry.

This positive outcome is the result of its successful local banking model based on the retail sector (retail loans represented 67.98% and SME loans represented 4.72% of the credit to clients[22] of the Group as at 30 June 2025, when the percentage of credit to clients[23] over total assets was 73.12%), its particular roots in, and commitment to, its home territories (where it has remarkable market shares as at 30 June 2025: a 35.79% deposits market share, a 29.25% loans market share and a 26.84% branches share in the Basque Country (source: *statistical journal of the Bank of Spain as at 30 June 2025*) and the strong social content of its activity (the Group is involved in socially cohesive and economically efficient projects)). The Group has selected presence in the rest of the Spanish market, especially in Madrid (with a 2.61% branches share as at 30 June 2025 (*source: statistical journal of the Bank of Spain as at 30 June 2025*)) and Catalonia (with a 1.12% branches share as at 30 June 2025 (source*: statistical journal of the Bank of Spain as at 30 June 2025*)). As at 31 December 2024, 81.47% of the Group's gross income was obtained from retail segment which is a clear example of its business model. Kutxabank considers that the Group has highly-conservative risk standards, which is seen by Kutxabank as another remarkable feature of the Group. The above notwithstanding, the Group has also a diversified income structure with 35.44% of its income for the six-

[22] "Credit to clients" is an APM, the definition, explanation, use and reconciliation of which is set out in "*Description of the Issuer — Alternative Performance Measures*".

[23] "Credit to clients" is an APM, the definition, explanation, use and reconciliation of which is set out in "*Description of the Issuer — Alternative Performance Measures*".

month period ended on 30 June 2025 (32.09% and 34.61% for the one-year period ended 31 December 2024 and 31 December 2023, respectively) consisting of commissions and income generated by the insurance business[24].

This model is underpinned by a low risk profile and a strong capital adequacy and liquidity position according to the European Banking Authority transparency exercise in 2025, where the Bank showed once again the best CET1 fully loaded ratio, 18.42% as of 30 June 2025, in the Spanish banking sector and the only one above the European average. Moreover, in accordance with publicly available information, the Kutxabank Group has been imposed with the lowest level of P2R within the Spanish banking sector in the latest supervisory review and evaluation process (the "**SREP**") (source: European Central Bank).

The Group has a coherent organisational structure (with 5,127 employees as at 30 June 2025, 5,116 as at 31 December 2024 and 5,053 as at 31 December 2023) and well-defined reporting lines.

The Group's activities are organised into four large business lines according to area of operation, customer type and nature of the services provided. Each of the business lines has its own management unit around which its activities are organised and which establishes the targets to be met. Additionally, each business line has its own organisational structure and internal governance model. The business lines are:

(i) Retail Business;

(ii) Wholesale Business; and

(iii) Industrial holdings.

A high-level description of the operations, sub-units, core products and legal entities involved in each of the business lines is provided below:

Retail Business

This is the Group's most important business line, both in terms of turnover (it represented 78.60% of the gross income in the six-month period ended on 30 June 2025, 81.47% for the one-year period ended 31 December 2024 and 83.09% for the one-year period ended 31 December 2023) and deployed staff. The core business of the Group is secure-lending to individuals (as at 30 June 2025, 76.11% of the Group's loans to the private sector were loans to households, out of which 90.33% are secured, 76.90% and 91.91%, respectively, as at 31 December 2024, and 77.67% and 92.41%, respectively as at 31 December 2023).

Through this business line, the Group offers its financial products and services to individual customers. The most important products and services are mortgage loans for home purchase and savings plans via demand and term deposits, in addition to the services typically offered to this segment (debit and credit cards, transfers of funds, etc.).

The Bank organises its retail business based on its priority geographical areas of operation:

- Basque Country networks: Bizkaia, Gipuzkoa and Araba (local networks),
- Andalusia: Cordoba and Jaen are considered as local networks,
- Expansion: rest of Spain.

From an organisational perspective, the Group's structure comprises a network of branches and a commercial team devoted to this business line, organised according to the geographical areas in which the Group operates. In addition, the Retail Business line has centralised intermediate and business support structures which allow for specialised yet uniform management per area, as well as the performance of monitoring and follow-up.

[24] "Commissions and income generated by the insurance business to total income" is an APM, the definition, explanation, use and reconciliation of which is set out in "*Description of the Issuer — Alternative Performance Measures*".

This business line has its own governance committee (Retail Business Committee), which meets on a monthly basis and makes key decisions affecting this business line and analyses the performance of each of its units.

Kutxabank and CajaSur Banco are the main companies that comprise the Retail Business. However, the Group considers certain activities as part of this business line, despite being legally managed by various subsidiaries.

The Retail Business also includes both the bancassurance and asset management activities. The rationale behind this model is that those activities leverage the Group's commercial network, as Kutxabank's and CajaSur Banco's points of sale are needed to market the bancassurance and asset management activities.

The bank assurance activity is developed by the Group through Kutxabank Aseguradora, Compañía de Seguros y Reaseguros, S.A.U. and Kutxabank Vida y Pensiones, Compañía de Seguros y Reaseguros, S.A.U.

The asset management activity includes the assets under the management of Kutxabank Gestión S.A.U., S.G.I.I.C., Fineco, S.V., S.A. and Kutxabank Investment, S.V., S.A.

Wholesale Business

The Wholesale Business is the Group's second most important business line in terms of business turnover (it represented 13.89% of the gross income in the six-month period ended on 30 June 2025, 13.30% for the one-year period ended 31 December 2024 and 12.62% for the one-year period ended 31 December 2023).

Through this business line, the Group offers its financial products and services to different types of companies. The most relevant are the working capital financing products (credit accounts, commercial discount and foreign trade financing), fixed asset financing (mainly through secured loans), and to a lesser extent, developer loans (for the Residential Property Development Banking segment).

This business line is divided into several segments, depending on the type of company targeted:

- Corporate Banking: it targets large corporations with an annual turnover over EUR 500 million.
- Business Banking: it targets businesses with an annual turnover of between EUR 2 million and EUR 500 million.
- Institutional Banking: it is specialised on the needs of public sector entities.
- Residential Property Development Banking: its main aim is to provide financing for development within the residential property market, seeking to create new mortgages for the Retail Business.

The Wholesale Business line also has a network of offices, specific management centres and a specialised commercial and technical team. Decision making and monitoring the progress of this business line is done at executive meetings by the persons in charge at each segment.

Kutxabank and CajaSur Banco are the main entities comprising this business line.

Industrial holdings

This business line comprises a number of companies in which the Group holds a stake and that complement and diversify the Group's core banking business. It contains the investments of the Group's industrial holdings portfolio. The Group has significant holdings in several major industrial companies in their respective sectors. Main stakes as officially reported are Iberdrola, S.A. (1.697%), Petróleos del Norte, S.A. (14.02%) and Construcciones y Auxiliar de Ferrocarriles, S.A (10.231%).

This business line also has its own management unit and organisational and governance structure, led by the Group's investments' division.

This business line contributed EUR 61.05 million in the six-month period ended 30 June 2025 and EUR 101.72 million in the one-year period ended 31 December 2024 (EUR 98.23 million in the one-year period ended 31 December 2023).

Kutxabank Group's Products and Services

The Kutxabank Group offers a wide range of financial products and services to individuals, SMEs and other corporate entities, including, among others, loans, traditional deposits, investment funds, pensions and insurance.

Mortgage loans

The Kutxabank Group offers mortgage loans for home purchase and for the purchase of other types of property. Mortgage loans are tailored to customers' circumstances and requirements, including fixed rate, floating rate and mixed rate mortgage loans, and ample flexibility with respect to maturity periods.

As at 30 June 2025, the outstanding balance of mortgage loans to clients amounts to EUR 32,243.52 million, representing 47.33% of the total assets of the Group, out of which EUR 29,885.53 million are residential mortgage loans (EUR 31,548.51 million as at 31 December 2024, representing 47.64% of the total assets of the Group, out of which EUR 29,165.53 million were residential mortgage loans, and EUR 31,296.30 million as at 31 December 2023, representing 49.12% of the total assets of the Group, out of which EUR 28,847.32 million were residential mortgage loans). New mortgage loan production during the year ended 31 December 2023 was slightly higher than in previous years, with new mortgage loan production amounting to EUR 3,253.50 million (representing a year-on-year increase of 2.54%). During the year ended 31 December 2024 the new production of mortgage loans amounted to EUR 3,405.60 million (which represented a significant increase in the year-on-year evolution of 4.67%). During the six-month period ended 30 June 2025 the new production of mortgage loans amounted to EUR 2,280.11 million (which represented an increase in the year-on-year evolution of 41.99% compared to the period ended 30 June 2024).

The Kutxabank Group acceded to the new code of good practices created pursuant to Royal Decree-law 19/2022, of 22 November, which creates a code of good practices to alleviate the increase of interest rates in mortgage loans for habitual residence (the "**New Code of Good Practices**"). The New Code of Good Practices, originally established for a period of 24 months and subsequently extended by an additional 36 months on 11 November 2024 by Royal Decree-Law 7/2024, contemplates the application of the following measures to certain mortgage debtors: (i) the extension of the maturity of the mortgage loans for a maximum of seven years with the option for the borrower to request during a period of 12 months a monthly payment equivalent to that applicable on 1 June 2022 or to the first monthly payment of the loan, where the loan was entered into on a later date (and for such purposes applying a total or partial capital payment holiday) and (ii) the amendment of the interest calculation formula in order to change from a floating reset interest to a fixed interest.

Consumer loans

The Kutxabank Group offers personal loans for financing the acquisition of consumer durable products (cars, home improvements) and consumer products (cash loans and other personal loans). It also offers point-of-sale credits, which allow companies' clients to obtain financing directly from the Kutxabank Group up to EUR 20,000.

As at 30 June 2025, the outstanding balance of consumer loans amounts to EUR 1,556.04 million, representing 2.28% of the total assets of the Group and 3.12% of the credit to clients[25] of the Group (EUR 1,538.57 million, 2.32% and 3.23%, respectively, as at 31 December 2024, and EUR 1,390.84 million, 2.18% and 2.99%, respectively, as at 31 December 2023). As at 30 June 2025, the new production of consumer loans amounted to EUR 403.52 million and

[25] "Credit to clients" is an APM, the definition, explanation, use and reconciliation of which is set out in "*Description of the Issuer — Alternative Performance Measures*".

as at 31 December 2024 to EUR 736.83 million (that, respectively, represented year-on-year evolution of 8.84% and 19.00%).

Productive asset finance (fixed assets)

The Kutxabank Group offers loans secured by a mortgage or guaranteed by personal guarantees for financing the acquisition of real estate ordinary business activity, the acquisition of business equipment and other purposes. It also offers European Investment Bank ("**EIB**") financing, which allows their beneficiaries to obtain financing under preferential conditions by virtue of the agreement between Kutxabank and the EIB.

Working capital financing

The Kutxabank Group offers working capital financing such as credit advances and discounting facilities (i.e., financing operations that allow a customer with a credit right against a third party incorporated in a bill of exchange or a promissory note or documented otherwise and which have not matured, to receive the amount equivalent to the receivable for a fee and up to an agreed maximum amount) and credit accounts (i.e., a financing product which allows a customer to access financial resources, up to a specified amount or limit, to ease the liquidity issues of its company's production cycles, with a pre-agreed interest rate and maturity term).

This product contributed EUR 1,012 million to the outstanding balance of credit to clients[26] in the six-month period ended 30 June 2025 and EUR 1,975 million in the one-year period ended 31 December 2024 (EUR 1,896 million in the one-year period ended 31 December 2023).

International business solutions and other solutions for companies

The Kutxabank Group offers companies a broad range of solutions for collections, payments and guarantees, export financing, import financing, risk hedging and comprehensive cash management. In addition, the Group offers factoring with and without recourse, leasing, confirming and renting.

Current and savings accounts and deposits

The Kutxabank Group offers a broad range of current account and on demand deposits (including demand accounts, savings accounts, home purchase savings accounts and regular savings plans). It also offers fixed-term deposits at different maturities.

As at 30 June 2025, the Group had customer deposits[27] with a total balance of EUR 54,320.83 million (EUR 52,649.11 million as at 31 December 2024 and EUR 49,289.06 million as at 31 December 2023), 75.77% of which are retail and SMEs deposits (76.65% and 79.94% as at 31 December 2024 and 31 December 2023, respectively). As at that date, the deposits of the Group represented 79.73% of its total assets (79.50% and 77.36% as at 31 December 2024 and as at 31 December 2023, respectively) and 70.68% of the deposits of the Group were stable deposits (71.11% and 74.32% as at 31 December 2024 and 31 December 2023, respectively).

Long-term investments and savings

The Kutxabank Group offers a wide range of investment fund options that can meet any investor profile (money market, fixed-income, equity-linked, balanced, actively-managed funds, etc.) as well as Voluntary Social Security Entities (*Entidades de Previsión Social Voluntaria*, "**EPSVs**") (specific individual and group pension plans of the region of the Basque Country) and individual and collective pension plans. It also provides delegated fund portfolios (advisory services materialised in investment funds suited to the customer's risk profile) and securities (investments in securities listed on stock exchanges and bond markets on customers' behalf).

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[26] "Credit to clients" is an APM, the definition, explanation, use and reconciliation of which is set out in "*Description of the Issuer — Alternative Performance Measures*".

[27] "Deposits" is an APM, the definition, explanation, use and reconciliation of which is set out in "*Description of the Issuer — Alternative Performance Measures*".

As at 30 June 2025, off-balance sheet customer funds managed by the Group reached approximately EUR 42,277.73 million (73.65% of which were investment funds and 26.35% of which were pension plans —which include approximately EUR 9,045.92 million of EPSVs), EUR 5,897.23 million of which are managed by the Fineco.

As at 30 June 2025, the Group had a 7.39% market share in Spain in investment funds management (*source: INVERCO*) and as at 30 June 2025, the Group had a 47.50% market share in the Basque Country in pensions plans management (source: Basque Federation of Voluntary Social Welfare Entities). Also as at that date, the Group was the fourth entity in the Spanish domestic sector by customer funds managed (*source: INVERCO*) and the eighth position by bank assets (source: public information of the significant credit entities supervised by the ECB).

Insurance

The Kutxabank Group offers a wide range of insurance products, including life and non-life insurance (among which, home, vehicle, health and death), it also offers insurance products which are specific for the wholesale business such as "Cyber Insurance" (i.e., a product offered to cover the financial, physical, and activity shutdown risk deriving from a data breach or system security failure affecting personal data, confidential information or the company's systems, among others), business insurance (i.e., an insurance covering the risks which affect business premises), comprehensive business insurance (i.e., an insurance covering a company and its employees against the risks arising from business activity) and credit insurance (i.e., an insurance covering a company from the lack of payment by its clients).

As at 30 June 2025, the Group recorded insurance premiums amounting to EUR 166.47 million, EUR 58.33 million of which were life insurance premiums and EUR 108.14 million of which were non-life insurance premiums (EUR 275.34 million as at 31 December 2024, EUR 100.96 million of which were life insurance premiums and EUR 174.38 million of which were non-life insurance premiums). As at 31 December 2023, the Group recorded insurance premiums amounting to EUR 267.17 million (EUR 56.76 million of which were life insurance premiums and EUR 82.51 million of which were non-life insurance premiums).

Payment methods and management

The Kutxabank Group offers a range of additional transactional services including credit and debit cards and other card types (ViaT, gift cards, etc.), transfers, invoice management, tax payments, payroll, pensions and benefit payments and Point of Sale (POS) Terminals.

Online services

The Kutxabank Group offers a wide range of online services to its customers through its online and mobile platforms. Through Kutxabank's internet banking platform, customers can, among other things, access balance information, pay bills, transfer funds, check their correspondence and contact the bank online. There is also a customer service telephone line to assist customers. The Group also offers "e-billing", an electronic billing platform, available via online banking, which makes it possible to create, sign and store invoices in digital format with the same content and validity before the tax authorities, replacing traditional paper invoices.

The Group has developed the application "KutxabankPay app", which allows payment between individuals using the "Bizum" payment system as well as mobile phone-based payment using HCE technology (virtual cards) for Android terminals. It also provides access to various card control and management functionalities included in the Group's mobile banking offering. Through this application, as well as the online banking facility, users can directly manage their cards' credit limits and the daily security limits in the various areas (ATMs, purchases, online purchases, etc.) or choose to "switch on" and "switch off" their cards at their will. Customers may also defer their card payments on their mobiles using "Flexibuy". Through push notifications they receive on their phones, customers can decide whether to finance their debit and credit card purchases.

The Kutxabank Group continues to make significant progress in the digital transformation of its business, with close to 66% of its customers being "digital" as of 30 September 2025. Digital sales continue to grow steadily as new

solutions are launched and their use by customers becomes more widespread. In this regard, as of 30 September 2025, 61% of total sales were made through the Bank's omnichannel solutions, including, among others, the marketing of EPSVs and pension plans and consumer finance products (71% and 87%, respectively) through this channel.

Business advice

The Group also provides advice on corporate finance (by advising on mergers and acquisitions and providing a comprehensive coordination and overall support service which generates value for corporate customers), capital markets (by designing custom-made plans to meet the financing needs of customers' business projects) and project finance (by advising on and evaluating all kinds of local and international investment projects, with global financing solutions). The Group also holds stakes in venture capital entities, with a commitment to boost and reinforce the business structures of industrial and service companies.

Branches and Distribution Channels

Kutxabank offers products adapted to the needs and profile of each customer, through a multi-channel approach adapted to the different forms of relationship with customers. As at 30 June 2025, Kutxabank had a total of 619 branches in its network (641 as at 31 December 2024 and 685 as at 31 December 2023). The geographical distribution across various autonomous regions of Spain as at 30 June 2025 is as follows:

Region	Kutxabank	CajasurBanco
Basque Country	250	-
Bizkaia	128	-
Gipuzkoa	76	-
Araba	46	-
Andalusia	-	202
Córdoba	-	90
Jaen	-	28
Rest of Andalusia	-	84
Madrid	65	-
Valencia	23	-
Catalonia	25	-
Castilla León	11	-
Cantabria	8	-
Aragón	7	-
Navarre	7	-
Galicia	7	-
La Rioja	5	-
Castilla La Mancha	5	-
Murcia	2	-
Asturias	2	-
Total	**417**	**202**

In addition to the branch network, the Group has developed a number of other distribution channels to improve customer service and increase efficiency, including the following:

- Internet banking: the Group offers a wide range of online services to its customers through its online and mobile platforms as described under “Kutxabank Group's Products and Services” above.

- Telephone banking: the Group also offers its customers the choice to carry out banking transactions over the phone.
- ATMs: the Group's 1,319 ATMs (as at 30 June 2025) allow its customers to conveniently access a variety of operations.

MANAGEMENT

Board of Directors

The table below sets forth, at the date of this Base Prospectus, the names of the members of the Board of Directors of the Issuer, their positions within the Issuer and their membership type:

Name	Title	Category
Mr Anton Joseba Arriola Boneta	Chairman	Executive
Ms. Rosa María Fátima Leal Sarasti	First Vice-Chairman	Propietary(3)
Mr Jorge Hugo Sánchez Moreno	Second Vice-Chairman	Propietary(1)
Mr Eduardo Ruiz de Gordejuela Palacio	Chief Executive Officer	Executive
Mr Joseba Mikel Arieta-Araunabeña Bustinza	Director	Propietary(2)
Mr Alexander Bidetxea Lartategi	Director	Propietary(2)
Ms María Eugenia Fernández-Villarán Ara	Director	Independent
Mr Iñigo Calvo Sotomayor	Director	Propietary(2)
Mr Ricardo del Corte Elduayen	Director	Proprietary (3)
Ms María Manuela Escribano Riego	Director	Independent
Ms María Aranzazu Iraizoz Real	Director	Independent
Mr José Ignacio Merino Martín	Director	Independent
Mr Hipólito Suárez Gutiérrez	Director	Independent (*)
Mr Marco Pineda Gómez	Director	Independent
Ms Elena Natividad Nabal Vicuña	Director	Independent
Ms María José Armendariz Tellitu	Director	Independent
Ms Irantzu Irastorza Martínez	Secretary (non-Member)	
Mr Xabier Notario Bordonaba	Vice Secretary (non-Member)	

(1) Shareholder represented: Vital Banking Foundation.

(2) Shareholder represented: BBK Banking Foundation.

(3) Shareholder represented: Kutxa Banking Foundation.

(*) Lead independent Director (*Consejero Coordinador*) with the power to request the chairman to call a board meeting and include new items on the meeting's agenda (and to request the president of each of the Committees to call a Committee meeting and to include new items on the meeting's agenda, and to attend to such meetings), to coordinate non-executive directors, to coordinate the evaluation of the Board of Directors and to lead the regular evaluation of the chairman of the Board of Directors and of the Chief Executive Officer.

The business address of each member of the Board of Directors is Gran Vía 30-32, 48009 Bilbao, Spain.

The table below sets forth the names of those members of the Board of Directors of the Issuer with activities performed outside the Group that are significant with respect to the Issuer as at the date of this Base Prospectus:

Director	Company	Title
Mr Eduardo Ruiz de Gordejuela Palacio	Cecabank, S.A.	Director

Executive Committee

The Board of Directors has delegated all of its powers in favour of the Executive Committee, except for those which cannot be delegated pursuant to the provisions of the Spanish laws or according to the provisions of the bylaws or the Regulation of the Board of Directors.

As at the date of this Base Prospectus, the Executive Committee is composed of the following directors:

Name	Position
Mr Anton Joseba Arriola Boneta	Chairman
Ms Rosa María Fátima Leal Sarasti	Member
Mr Joseba Mikel Arieta-araunabeña Bustinza	Member
Mr José Ignacio Merino Martín	Member
Mr Eduardo Ruiz de Gordejuela Palacio	Member
Mr Jorge Hugo Sánchez Moreno	Member
Ms Elena Natividad Nabal Vicuña	Member
Mr Hipólito Suárez Gutiérrez	Member

Audit and Compliance Committee

The Audit and Compliance Committee has, in general terms and among others, the following functions: (i) reporting to the General Meeting of Shareholders on the issues of its competence; (ii) monitoring the effectiveness of the Issuer's internal control, internal auditing and risk management systems, as well as discussing with the auditors any significant weaknesses in the internal control system detected during the audit process; (iii) monitoring the process of preparing and presenting the regulated financial information; (iv) submitting to the Board of Directors the proposals for the appointment of auditors; (v) establishing the appropriate relationships with the auditors to obtain information on any threat to their independence and to the audit review; and (vi) reporting to the Board of Directors in advance on all matters set forth in the law, the bylaws and in the Regulations of the Board of Directors.

As at the date of this Base Prospectus, the Audit and Compliance Committee is composed of the following directors:

Name	Position
Ms María Eugenia Fernández-Villarán Ara	Chairwoman
Ms Rosa María Fátima Leal Sarasti	Member and Secretary
Ms María Manuela Escribano Riego	Member
Ms María José Armendariz Tellitu	Member
Mr Íñigo Calvo Sotomayor	Member

Appointments Committee

The Appointments Committee has, in general terms and among others, the following functions: (i) formulating and reviewing the criteria that must be followed for the composition of the Board of directors; (ii) formulating proposals for appointing and re-electing the directors; (iii) notifying the appointments and dismissals of the senior management; (iv) submitting the Suitability Assessment Policy to the Board of Directors; (v) submitting the evaluation systems linked to the Suitability Assessment Policy to the Board of Directors; (vi) assessing the suitability of the candidates

or members of the Board of Directors and other collectives subject to the Suitability Assessment Policy; (vii) submitting the training plans for the collectives subject to the Suitability Assessment Policy to the Board of Directors; (viii) setting a representation target for the less represented gender in the Board of Directors; (ix) assessing the balance of knowledge, capacity, diversity and experience of the Board of Directors, and drafting a description of the functions and skills required for specific appointments; and (x) regularly assessing the structure, size, composition and performance of the Board of Directors.

As at the date of this Base Prospectus, the Appointments Committee is composed of the following directors:

Name	Position
Ms María Manuela Escribano Riego	Chairwoman
Mr Alexander Bidetxea Lartategi	Member and Secretary
Mr Hipólito Suárez Gutiérrez	Member
Mr Joseba Mikel Arieta-araunabeña Bustinza	Member

Remuneration Committee

The Remuneration Committee has, in general terms and among other, the following functions: (i) submitting the remuneration system for the Board of Directors; (ii) submitting the extent and amount of the remunerations, rights and compensations of the executive directors; (iii) submitting to the Board of Directors the remuneration policy of the senior management; (iv) ensuring the compliance of the remuneration policy of the Issuer; and (v) ensuring the transparency of remunerations.

As at the date of this Base Prospectus, the Remuneration Committee is composed of the following directors:

Name	Position
Mr Hipólito Suárez Gutiérrez	Chairman
Mr Joseba Mikel Arieta-araunabeña Bustinza	Member and Secretary
Ms María Aranzazu Iraizoz Real	Member
Mr Alexander Bidetxea Lartategi	Member
Ms María Eugenia Fernández-Villarán Ara	Member

Risk Control Committee

The Risk Control Committee has, in general terms and among others, the following functions: (i) systematically revising exposures to the main types of risk; (ii) analysing and assessing proposals regarding strategy and policies of risk control management; (iii) advising the Board of Directors on the propensity to global risk, current and future, and its strategy in this field; (iv) assist the Board of Directors on monitoring the application of the risks strategy by the senior management; (v) advising the Board of Directors about how the nature, format and frequency of information on risks should be received by the Committee and the Board of Directors; (vi) reviewing and analysing the Issuer's risk map; (vii) checking whether the prices of assets and liabilities offered to customers have fully taken into consideration the Issuer's business model; and (viii) checking, without prejudice to the functions of the Remunerations Committee, whether the incentives foreseen in the remuneration system, take into consideration risk, capital, liquidity, and probability and opportunity of profits.

As at the date of this Base Prospectus, the Risk Control Committee is composed of the following directors:

Name	Position
Mr José Ignacio Merino Martín	Chairman

Mr Jorge Hugo Sánchez Moreno	Member and Secretary
Mr Joseba Mikel Arieta-araunabeña Bustinza	Member
Mr Iñigo Calvo Sotomayor	Member
Ms María Eugenia Fernández-Villarán Ara	Member
Ms María Manuela Escribano Riego	Member
Ms María Aranzazu Iraizoz Real	Member

Strategy, Technology, Digitalization and Innovation Committee

The Strategy, Technology, Digitalization and Innovation Committee has, in general terms and among other, the following functions: (i) informing and advising the Board of Directors on actions that have strategic relevance; (ii) informing and advising the Board of Directors in medium and long-term strategy-related matters; (iii) periodically analysing and following local and international market trends, (iv) analysing technology-related trends that might affect the Group's strategic plans; (v) advising the Board of Directors on technology and technological infrastructure related-matters that might affect the business continuity plans; (vi) facilitating the Board of Directors' identification, monitoring and analysis that might arise in relation to new business or customer relationship models, regulatory framework or new technological developments, among others; and (vii) advising the Board of Directors on potential corporate operations and strategic investment or divestment opportunities.

Name	**Position**
Mr Anton Joseba Arriola Boneta	Chairman
Mr Alexander Bidetxea Lartategi	Member and Secretary
Mr Eduardo Ruiz de Gordejuela Palacio	Member
Mr Jorge Hugo Sánchez Moreno	Member
Mr Ricardo del Corte Elduayen	Member
Mr Marco Pineda Gómez	Member

Management Team

The following table specifies the management team of the Issuer as at the date of this Base Prospectus:

Name	**Position**
Mr. Eduardo Ruiz de Gordejuela Palacio	Chief Executive Officer
Mr. Fernando Martínez-Jorcano Eguiluz	Corporate Resources General Manager
Mr. Aitor Aranburu Olabarri	Retail Business General Manager
Mr. Fernando del Hoyo Gil	Wholesale Business General Manager
Mr. Fernando María Irigoyen Zuazola	Corporate Risk General Manager
Ms. Sonia Sánchez Ugarte	Chief Financial Officer
Mr. José Luis Bastarrica Escala	Investees Manager

Mr. Ignacio Martín-Muñío Sainz	Treasury and Capital Markets Manager
Mr. Ander Ezkurra Garai	Human Resources Manager
Ms. Belén Garay Elizondo	Digitalisation Manager
Mr. Olatz Mancebo Ladislao	Customer Experience Manager
Ms. Nora del Val Hermosa	CEO's Office
Ms. María Isabel Gómez Rodríguez	Transformation and Innovation Manager
Mr José Antonio de Tomás Alonso	Strategy General Manager

There are no members of the management team of the Issuer with activities performed outside the Group that are significant with respect to the Issuer as at the date of this Base Prospectus.

The business address of each member of the Issuer's management team mentioned above is Gran Vía 30-32, 48009 Bilbao, Spain.

Conflicts of interest

As at the date of this Base Prospectus, there are no conflicts of interest in relation to members of the Board of Directors of the Issuer or to members of its management team between any duties owed to the Issuer and their private interests and other duties.

Besides the measures provided for under applicable regulations, the Issuer has adopted the following measures to avoid conflicts of interest:

(i) The Internal Code of Conduct on the Securities Market of the Issuer includes the general policy for the prevention and management of conflicts of interest which could arise between the clients of the Issuer, and between the clients and the Issuer itself.

(ii) The Regulations of the Board of Directors develops the measures provided for under applicable regulations in connection with conflicts of interest and the Regulation on Conflicts of Interest, Transactions with Directors, Significant Shareholders and Senior Managers, and Intra-Group Relations implements the relevant provisions of the Regulations of the Board of Directors and, therefore, complements what is set out in the Internal Code of Conduct on the Securities Market.

ORGANISATIONAL STRUCTURE

The following table summarises the subsidiaries of the Kutxabank Group and the Issuer's ownership of such companies as at 31 December 2024:

		Percentage of ownership		
Name	**Line of Business**	**Direct**	**Indirect**	**Total**
Cajasur Banco, S.A.U.	Banking.	100.00	-	100.00
Compañía Promotora y de Comercio del Estrecho, S.L.U.	Property development.	-	100.00	100.00
Fineco Sociedad de Valores, S.A.	Broker-dealer.	98.22	-	98.22
Gesfinor Administración, S.A.	Administrative services	99.99	0.01	100.00
GIIC Fineco, S.G.I.I.C., S.A.U.	Management of collective	-	98.22	98.22

	investment undertakings.			
Golf Valle Romano Golf & Resort, S.L.U.	Golf course management	-	100.00	100.00
G.P.S. Mairena el Soto, S.L.U.	Property development.	-	100.00	100.00
Harri Hegoalde 2, S.A.U.	Holding of property assets.	-	100.00	100.00
Harri Inmuebles, S.A.U.	Holding of property assets.	-	100.00	100.00
Harri Iparra S.A.U.	Holding of property assets.	100.00	-	100.00
Harri Sur, Activos Inmobiliarios, S.L.U.	Holding of property assets.	-	100.00	100.00
Kartera 1, S.L.	Holding of shares	100.00	-	100.00
Indar Kartera, S.A.U.	Holding of shares	-	100.00	100.00
Kartera 4, S.L.U.	Property development.		100.00	100.00
Kutxabank Aseguradora Compañía de Seguros y Reaseguros, S.A.U.	General insurance	100.00	-	100.00
Kutxabank Empréstitos, S.A.U.	Financial services.	100.00	-	100.00
Kutxabank Gestión, S.G.I.I.C., S.A.U.	Management of collective investment undertakings.	100.00	-	100.00
Kutxabank Investment, Sociedad de Valores, S.A.U. (formerly Norbolsa)	Broker-dealer.	100.00	-	100.00
Kutxabank, Vida y Pensiones Compañía de Seguros y Reaseguros, S.A.U.	Insurance.	100.00	-	100.00
Kutxabank Pensiones, S.A. E.G.F.P.U.	Pension fund management.	-	100.00	100.00
Kutxabank Store, S.L.U.	Intermediation and commercial promotion activities.	100.00		100.00
Norapex, S.A.U.	Leisure centre management.	-	100.00	100.00

Sociedad Andaluza de Gestión de Activos, S.L.U.	Administration and disposal of assets.		100.00	100.00
Viana Activos Agrarios, S.L.U.	Ownership and operation of rural land.	-	100.00	100.00

The following table summarises the associates accounted for using the equity method of the Kutxabank Group and the Issuer's ownership of such companies as at 31 December 2024:

		Percentage of ownership		
Name	**Activity**	**Direct**	**Indirect**	**Total**
Aguas de Bilbao, S.A. (***)	Water Services.	24.50	-	24.50
Araba Logística, S.A.	Construction and operation of buildings for logistics activities	36.71	-	36.71
Baserri, S.A. (***)	No activity	33.38	-	33.38
CTV. Centro de Transportes de Vitoria, S.A.	Customs area CTV promotion and exploitation	27.67	-	27.67
Cienpozuelos Servicios Inmobiliarios I, S.L.	Property development	-	42.50	42.50
Cienpozuelos Servicios Inmobiliarios II, S.L.	Property development	-	42.50	42.50
Cienpozuelos Servicios Inmobiliarios III, S.L.	Property development	-	42.50	42.50
Cienpozuelos Servicios Inmobiliarios IV, S.L.	Property development	-	42.50	42.50
Cienpozuelos Servicios Inmobiliarios V, S.L.	Property development	-	42.50	42.50
Ekarpen Private Equity, S.A.	Business development.	22.22	22.22	44.44
Gabialsur 2006, S.L. (***)	Property development.	-	50.00	50.00
Gestión Capital Riesgo País Vasco S.G.E.I.C., S.A.	Holding company.	10.00	10.00	20.00
Hazibide, S.A.	Business development.	34.88	-	34.88
Inverlur Aguilas I, S.L.	Property development.	-	50.00	50.00
Inverlur Aguilas II, S.L.	Property development.	-	50.00	50.00
Luzaro Establecimiento Financiero de Crédito,	Investment Company	47.06	-	47.06

Neos Surgery, S.L.	Production of medical supplies	28.39		28.39
Paisajes del Vino, S.L. (***)	Property development.	23.86	-	23.86
Promoción Los Melancólicos, S.L. (***)	Property development.	-	42.50	42.50
Promotora Inmobiliaria Sarasur, S.A. (***)	Property development.	-	50.00	50.00
San Mames Barria, S.L.	Real Estate Agency	21.88	-	21.88
Talde Promoción y Desarrollo, S.C.R., S.A.	Private Equity	25.59	-	25.59
Torre Iberdrola A.I.E.	Construction and Development	-	31.90	31.90
Viacajas, S.A.	Payment Methods	35.82	-	35.82

(***) In liquidation process

Since 31 December 2024 to the date of the Base Prospectus there have not been changes to the tables above other than:

- On 15 January 2025, as a result of the share capital increase of Neos Surgery, S.L., on which the Group did not take part, the Group reduced its stake in Neos Surgery, S.L., by 0.77% from 28.39% to 27.62%, resulting in a gain of EUR 104 thousand.

  On 2 May 2025, as a result of the share capital increase of Neos Surgery, S.L., which was fully subscribed by the Group, the Group increased its stake in Neos Surgery, S.L. by 1.91% from 27.62% to 29.53%.

  On 10 December 2025, as a result of the share capital increase of Neos surgery S.L., on which the Group did not take part, the Group reduced its stake in Neos Surgery, S.L., by 1.56% from 29.53% to 27.97%.On 3 February 2025, the company Promoción Los Melancólicos, S.L., a company in which the Group held a 42.50% stake, was liquidated.

- On 4 February 2025, the Group acquired a 70% stake in Talde Gestión, S.G.E.I.C., S.A. ("**Talde Gestión**"). The consideration for the acquisition of such stake consists of an initial payment and a deferred contingent amount conditional upon the materialisation of capital gains arising from the funds in which interests are held and the accrual of success fees attributable to the funds under management. The Group estimates that the total consideration will amount to EUR 9,312 thousand.

  As part of the transaction, the Group sold a 7% of its stake to the management team of Talde Gestión pursuant to a partnership agreement entered into between the Group and the management team. As a result of the foregoing, the Group holds a 63% stake in Talde Gestión.

- On 9 May 2025, the Group sold a 1.20% of its stake in Viacajas, S.A. for a total consideration of EUR 63 thousand. As a result of this transaction, the Group's stake in Viacajas, S.A. was reduced to 34.62%.

- On 30 June 2025, the Board of Directors of the Bank passed a resolution approving the Cajasur Merger. The Cajasur Merger was effective on 1 October 2025 after obtaining the authorisation of the Spanish Ministry of Economy in accordance with Law 10/2014.

- On 1 December 2025, the company Norapex S.A., a company in which the Group held a 100.00% of the stake, was liquidated.

CAPITAL STRUCTURE

Kutxabank's issued share capital as at the date of this Base Prospectus is EUR 2,060,000,000.00 represented by 2,000,000.00 registered shares of a single class, with a nominal value per ordinary share of EUR 1,030.00.

The table below sets out to the beneficial ownership of Kutxabank's shares:

Shareholder	Number of shares beneficially owned	Per cent.
BBK Banking Foundation	1,140,000	57%
Kutxa Banking Foundation	640,000	32%
Vital Banking Foundation	220,000	11%
TOTAL	**2,000,000.00**	**100%**

In order to limit the influence of the majority shareholder, the bylaws (*Estatutos Sociales*) of Kutxabank provide that passing the following resolutions in a General Shareholders' Meeting will require the favourable vote of a majority representing 59% of the subscribed share capital with voting rights: (i) share capital increase with full or partial exclusion of pre-emptive rights (subject to certain exceptions); (ii) share capital decreases; (iii) issuances of securities conferring the right to acquire or subscribe for shares; (iv) corporate transformation, merger, de-merger, dissolution or transfer of all the company's assets and liabilities; (v) determination of the number of directors; and (vi) amendments to the bylaws (Estatutos Sociales).

As at the date of this Base Prospectus, Kutxabank is not aware of any arrangement which may result in a change of control in Kutxabank.

Pursuant to Law 26/2013 all banking foundations holding at least a 50% stake in a bank were obliged to constitute a reserve fund before 2025 in order to maintain its shareholding in the relevant bank. On 29 March 2023, BBK Banking Foundation allocated in full its reverse fund (0.75% of the Bank's RWAs) which enables it to maintain its 57% on the Bank's share capital.

On 21 December 2023, the general shareholder's meeting of Kutxabank agreed the distribution and payment of a EUR 231,127,000 interim dividend for fiscal year 2023 to its shareholders.

On 28 February 2024, the general shareholder's meeting of Kutxabank agreed the distribution and payment of a EUR 75,300,000 dividend for fiscal year 2023, which was distributed on 29 February 2024.

On 24 July 2024, the general shareholder's meeting of Kutxabank agreed the distribution and payment of a EUR 131,835,000 interim dividend for fiscal year 2024, which was distributed on 30 July 2024.

On 19 December 2024, the general shareholder's meeting of Kutxabank agreed the distribution and payment of a EUR 105,862,000 interim dividend for fiscal year 2024, which was distributed on 20 December 2024.

On 18 March 2025, the general shareholder's meeting of Kutxabank agreed the distribution and payment of (i) a EUR 83,787,000 interim dividend for fiscal year 2024, which was distributed on 28 March 2025; and (ii) a EUR 400,000,000 extraordinary dividend charged to freely available reserves, paid in kind by the delivery of shares of Iberdrola, S.A. owned by the Group, which was distributed on 18 March 2025 following receipt of the relevant authorisation from the ECB.

On 24 July 2025, the general shareholder's meeting of Kutxabank agreed the distribution and payment of a EUR 166,219,000 interim dividend for fiscal year 2025, which was distributed on 30 July 2025.

On 18 December 2025, the general shareholder's meeting of Kutxabank agreed the distribution and payment of a EUR 110,777,000 interim dividend for fiscal year 2025.

CREDIT RATING

The Issuer has been assigned the following ratings by the following rating agencies (available at the Issuer's website on: https://www.kutxabank.com/cs/Satellite/kutxabank/en/investor_relations/quick_view/rating_0):

Agency	Modification date	Long term	Short term	Outlook
Moody's	3 October 2025	A2	P-1	Stable
Fitch	15 January 2026	A	F1	Stable
DBRS	18 November 2025	A	R-1(low)	Stable

Moody's, Fitch and DBRS are established in the EU and are registered under the CRA Regulation. Moody's, Fitch and DBRS appear on the latest update of the list of registered credit rating agencies on the ESMA website.

LEGAL AND ARBITRATION PROCEEDINGS

There are no governmental, legal or arbitration proceedings, (including any such proceedings which are pending or threatened, of which the Issuer is aware), which may have, or have had during the 12 months prior to the date of this Base Prospectus, a significant effect on the financial position or profitability of the Kutxabank Group. Notwithstanding this, the members of the Kutxabank Group are, and in the future may, be involved in various claims, disputes, legal proceedings and governmental investigations.

IRPH potential litigation

Various court proceedings and claims have been brought against the Group for the use of the Mortgage Loan Reference Index (IRPH) as the basis for determining the interest applicable to certain consumer mortgage loans. As at 30 June 2025, the Group had outstanding consumer mortgage loans linked to the IRPH, payment of which was up to date, amounting to approximately EUR 394.09 million, representing 1.22% of the outstanding balance of mortgage loans (EUR 433.40 million and 1.37%, respectively, as at 31 December 2024 and EUR 383.63 million and 1.23%, respectively, as at 31 December 2023).

The legal issue relates to the transparency control based on article 4.2 of Council Directive 93/13/EEC of 5 April 1993 in cases where the borrower is a consumer. Since the IRPH is the price of the agreement and is within the main purpose of the agreement, it must be drafted clearly and in an easily comprehensible language so that consumers can assess, based on clear and understandable criteria, the economic implications of the agreement for them.

The 669/2017 Spanish Supreme Court judgment of 14 December 2017 declared the IRPH was beyond transparency controls, thus maintaining its validity. However, the Court of Justice of the European Union (the "**CJEU**") was requested to clarify whether the judgment complied with EU law. On 3 March 2020, the CJEU issued a ruling on the matter, drawing the following conclusions: (i) the ruling does not declare the mortgage price index clauses void but rather instructs national courts to assess them from a transparency perspective, setting out that such a contractual term not only must be formally and grammatically intelligible but must also enable an average consumer, who is reasonably well-informed and reasonably observant and circumspect, to be in a position to understand the specific functioning of the method used for calculating that rate and thus evaluate, on the basis of clear, intelligible criteria, the potentially significant economic consequences of such a term on his or her financial obligations; (ii) the ruling pre-emptively states that (a) the key aspects of the mortgage price index calculation are readily accessible to any person planning to arrange a mortgage loan as they are individualized in Circular 8/1990, which is in turn published in the Official State Journal; and that (b) the information provided to the consumer about past fluctuations of the benchmark index is particularly relevant for assessing the transparency of the contractual term; and (iii) in the event the national courts declare the mortgage price index invalid, given that such a decision would result in the nullity of

the entire contract to the detriment of the consumer, in the absence of agreement between the parties, the national courts can replace the index deemed unfair with a substitute index, specifically that stipulated in Spanish Law 14/2013 (the average of the savings bank and bank mortgage price index rates).

After the CJEU ruling, the Spanish Supreme Court, in plenary session, issued four rulings on 12 November 2020 (# 595, 596, 597 and 598) in which, applying the precedent set by the CJEU, it ruled that although the contested mortgage price index does not pass the transparency test when information has not been provided about the past performance of the index, that lack of transparency does not automatically mean that the term is unfair but rather requires the need to analyse whether it is unfair, as it constitutes an essential aspect of the loan agreement. The Spanish Supreme Court found in those sentences that the mortgage price index term does pass the unfairness test as the fact of offering the index does not imply bad faith and its application does not cause an imbalance in the parties' rights and obligations to the detriment of the consumer.

On 17 November 2021, the rulings of the Spanish Supreme Court were endorsed by the CJEU in two consecutive orders (Cases C-655/20 and C-79/21) which concluded that lenders are not required to include a full definition of the reference index used to calculate a variable interest rate nor to provide the consumer with information on the past performance of such index; provided that, based on the publicly available information and the information provided by lenders, an average consumer reasonably well informed could assess the potentially significant economic consequences thereof. Additionally, the CJEU confirmed that the lack of transparency of this clause does not necessarily imply its unfairness, which, as stated above, shall be determined on a case-by-case basis at national level.

On 2 February 2022, the Spanish Supreme Court issued three more rulings regarding the nullity of the IRPH clause in mortgage loan agreements applying the latest criteria of the CJEU, which reiterated that the IRPH was not an abusive index. Additionally, the Spanish Supreme Court clarified that it was not necessary for the lender to provide a brochure collecting information on the previous evolution of the index to the borrowers.

As of 12 December 2024, the CJEU adopted one further resolution on IRPH related contractual provisions, insisting that lenders must ensure that average consumers have access to index definitions and performance data, either through publicly available guidelines or direct information. Importantly, the use of an official index does not automatically equate to lender good faith; transparency in interest rate calculation relative to standard market methods remains crucial. Any relevant calculation aspects creating potential consumer imbalances may impact the assessment of the lender's conduct.

On 11 November 2025, the Spanish Supreme Court issued two further rulings that clarify its case law on the nullity of IRPH clauses in mortgage loan agreements. The Spanish Supreme Court established that IRPH clauses may be considered transparent where pre-contractual information has been provided and reference is made to both Circular 5/1994 issued by the Bank of Spain ("**Circular 5/1994**") and the Annual Equivalent Rate ("**AER**"). If these transparency requirements are not met, the rulings also set out that IRPH clauses will only be deemed abusive if the AER is clearly disproportionate to the prevailing market rates at the time of contracting.

The Spanish Supreme Court also confirmed that a lack of transparency does not automatically result in the nullity of IRPH clauses, and that any assessment of unfairness must be conducted by reference to the circumstances existing at the time the loan was concluded.

Kutxabank considers that the risk of a change in the case law set out in the recent rulings by the Spanish Supreme Court and the CJEU is remote. Accordingly, as of 30 June 2025, Kutxabank has not recognised any provision in connection with such claims.

Clause relating to fees for debt claims

In 2015, the Basque Country Consumers' and Users' Association (EKA/ACUV) brought a class action calling for (i) the clause relating to fees for debt claims established in certain Kutxabank Group agreements (loans, demand accounts and credit cards) to be rendered null and void and (ii) for the cessation of the charging of such fees (but not

the refunding of the amounts already received). This class action was upheld at first instance and confirmed at second instance.

Subsequently, on 25 October 2019, the Spanish Supreme Court confirmed the prior judgments and declared that this specific clause is disproportionate and does not meet the Bank of Spain's requirements. Neither the judgment nor the process entail the automatic refund of amounts charged in the past due to application of the clause, although they do represent a precedent that is not yet case law, whereby consumers who consider themselves affected may make individual claims for refunds.

Kutxabank received a recurrent amount of related court claims during the periods 2021-2025, and does not expect to continue receiving a significant number of claims in the future. As of 30 June 2025, the total amount of outstanding provisions regarding this topic amounted to EUR 3.57 million (EUR 2.33 million and EUR 1.4 million as of 31 December 2024 and 31 December 2023, respectively).

Mortgage loan arrangement expenses

Traditionally in the Spanish market mortgage loans agreements provided that borrowers were responsible for payment of mortgage origination fees, but that type of clauses were challenged by several consumer associations. The Spanish Supreme Court judgments of 23 January 2019, 26 October 2020 and 27 January 2021 declared null and void the clause attributing all the expenses and taxes to the borrower as follows:

- Notary's fees: the costs of executing the loan master deed and any amendments thereto must be shared equally.
- The costs of the cancellation deed must be assumed by the borrower, and those of the copies of the various deeds by the party that requested them.
- Registration fee: payable by the lender.
- Stamp tax (AJD): the court confirmed that the party liable for this tax (before entry into force of Royal Decree-Law 17/2018) is the borrower.
- Administrative services company expenses: assumed entirely by the lender.
- Appraisal expenses: correspond entirely to the lender until the Real Estate Credit Contract Law entered into force, so as at the date of this Base Prospectus it corresponds entirely to the borrower.
- Lastly, the Spanish Supreme Court requested the CJEU to issue a preliminary ruling on the prescription of the reimburse action of the expenses paid up by the borrowers. On 25 January 2024, the CJEU issued a ruling regarding the prescription of the reimburse action of the expenses paid up by the borrowers. This ruling did not specify the exact commencement date for the prescription of the reimbursement action, leaving it to national courts to decide. On 14 June 2024 the Spanish Supreme Court issued a final ruling stating that the commencement date for the prescription of the reimbursement action is triggered when the ruling declaring the nullity of each consumer’s clause becomes firm.

Taking these judgments into account, the potential effect of the CJEU’s position on the prescription of the reimburse action and the entry into force of the Real Estate Credit Contract Law, the Group estimated the amounts it expects to have to pay as a result of current and envisaged claims and recognised a provision of EUR 116.60 million at 30 June 2025 (EUR 135.57 million at 31 December 2024 and EUR 43.74 million 31 December 2023). The evolution in recognised provisions as of 31 December 2024 compared to the 31 December 2023 mainly reflects the impact of the ruling of the Spanish Supreme Court on 14 June 2024, payments made to settle claims the evolution of the claims received.

Floor clauses

In 2013 the Spanish Supreme Court ruled that interest rate floor clauses of certain Spanish banks were null and void because the clauses had not been transparently comercialised. The Supreme Court considered that its 2013 ruling could not be retroactive and, thus, that the invalidity of these clauses should only have effects from 9 May 2013 onwards. However, in December 2016, the CJEU declared that the time limit for the invalidity effects of floor clauses included in mortgage loans in Spain was incompatible with Council Directive 93/13/EEC, of 5 April 1993, on unfair terms in consumer contracts, insofar as such time limit involves incomplete and insufficient consumer protection and it upheld full retroactive reimbursement in relation to floor clauses.

The amount provisioned in relation to this contingency as at 30 June 2025 amounted to EUR 30.37 million (EUR 33.96 million as at 31 December 2024 and EUR 17.25 million as at 31 December 2023). This notwithstanding, if all the claims have an unfavourable outcome this would result in an aggregated negative impact for the Group of EUR 29.12 million as of 31 December 2024.

OVERVIEW OF FINANCIAL INFORMATION

The sections below contain financial information of Kutxabank extracted from the relevant financial reports, which have been prepared in accordance with IFRS-EU (the financial information as at, and for the years ended on, 31 December 2024 and 31 December 2023) and IFRS-EU, taking into account International Accounting Standard (IAS) 34, on Interim Financial Reporting (the financial information as at, and for the six month-period ended 30 June 2025).

Kutxabank publishes its stand-alone and consolidated financial reports as well as the half-year consolidated financial reports corresponding to the first six months of the year.

Financial information as at, and for the years ended on, 31 December 2024 and 2023

The table below includes the consolidated balance sheets of the Kutxabank Group as at 31 December 2024 and 2023:

ASSETS *(EUR thousand)*	**2024**	**2023**
Cash, cash balances at central banks and other demand deposits	**6,039,906**	**4,830,295**
Financial assets held for trading	**39,089**	**35,571**
Derivatives	39,089	35,571
Equity instruments	-	-
Debt securities	-	-
Loans and advances	-	-
Central banks	-	-
Credit institutions	-	-
Customers	-	-
Memorandum item: loaned or advanced as collateral with right to sell or pledge	-	-
Non-trading financial assets mandatorily at fair value through profit or loss	**40,911**	**50,392**
Equity instruments	27,519	35,959
Debt securities	13,392	14,433
Loans and advances	-	-
Central banks	-	-
Credit institutions	-	-
Customers	-	-
Memorandum item: loaned or advanced as collateral with right to sell or pledge	-	-
Financial assets designated at fair value through profit or loss	-	-
Debt securities	-	-
Loans and advances	-	-
Central banks	-	-
Credit institutions	-	-
Customers	-	-
Memorandum item: loaned or advanced as collateral with right to sell or pledge	-	-
Financial assets at fair value through other comprehensive income	**4,475,618**	**4,861,507**
Equity instruments	1,729,316	1,582,503

Debt securities	2,746,302	3,279,004
Loans and advances	-	-
Central banks	-	-
Credit institutions	-	-
Customers	-	-
Memorandum item: loaned or advanced as collateral with right to sell or pledge	*595,538*	*408,703*
Financial assets at amortized cost	**52,704,285**	**50,679,169**
Debt securities	4,483,253	3,401,554
Loans and advances	48,221,032	47,277,615
Central banks	-	-
Credit institutions	626,206	754,662
Customers	47,594,826	46,522,953
Memorandum item: loaned or advanced as collateral with right to sell or pledge	*5,327,472*	*6,602,501*
Derivatives – hedge accounting	**16,343**	**21,136**
Fair value changes of the hedged items in portfolio hedge of interest rate risk	-	**-**
Investments in joint ventures and associates	**147,487**	**148,363**
Joint ventures	-	-
Associates	147,487	148,363
Assets under reinsurance and insurance contracts	**29,794**	**30,930**
Tangible assets	**755,663**	**756,007**
Property, plant and equipment	**671,764**	646,575
For own use	671,764	646,575
Leased out under an operating lease	-	-
Investment property	83,899	109,432
Of which: leased out under an operating lease	*35,174*	*61,744*
Memorandum item: acquired under lease	-	-
Intangible assets	**504,492**	**462,275**
Goodwill	301,457	301,457
Other intangible assets	203,035	160,818
Tax assets	**1,310,481**	**1,469,220**
Current tax assets	40,793	20,673
Deferred tax assets	1,269,688	1,448,547
Other assets	**105,015**	**159,765**
Insurance contracts linked to pensions	-	-
Inventories	5,458	59,910
Other	99,557	99,855
Non-current assets and disposal groups classified as held for sale	**54,810**	**207,805**
TOTAL ASSETS	**66,223,894**	**63,712,435**

LIABILITIES AND EQUITY *(EUR thousand)*	**2024**	**2023**
Financial liabilities held for trading	**39,956**	32,064
Derivatives	39,956	32,064
Short positions	-	-
Deposits	-	-
Central banks	-	-
Credit institutions	-	-
Customers	-	-
Debt securities issued	-	-
Other financial liabilities	-	-
Financial liabilities designated at fair value through profit or loss	**-**	**-**
Deposits	-	-
Central banks	-	-
Credit institutions	-	-
Customers	-	-
Debt securities issued	-	-
Other financial liabilities	-	-
Memorandum item: subordinated liabilities	-	-
Financial liabilities at amortized cost	**57,188,876**	**55,082,093**
Deposits	53,207,574	50,825,103
Central banks	-	582,643
Credit institutions	382,255	772,494
Customers	52,825,319	49,469,966
Debt securities issued	3,440,349	3,623,725
Other financial liabilities	540,953	633,265
Memorandum item: subordinated liabilities	-	-
Derivatives – hedge accounting	**249,274**	**377,128**
Fair value changes of the hedged items in portfolio hedge of interest rate risk	**-**	**-**
Liabilities under insurance and reinsurance contracts	**578,630**	**596,553**
Provisions	**664,007**	**469,590**
Pensions and other post-employment defined benefit obligations	157,496	171,342
Other long-term employee benefits	126,871	45,311
Pending legal issues and tax litigation	-	-
Commitments and guarantees given	52,237	66,431
Other provisions	327,403	186,506
Tax liabilities	**428,626**	**378,455**
Current tax liabilities	46,221	25,413
Deferred tax liabilities	382,405	353,042

Share capital repayable on demand	**-**	**-**
Other liabilities	**245,945**	**291,757**
Liabilities included in disposal groups classified as held for sale	-	**-**
TOTAL LIABILITIES	**59,395,314**	**57,227,640**
	-	
	-	

EQUITY *(EUR thousand)*	**2024**	**2023**
Shareholders' equity	**6,196,444**	**5,970,351**
Share capital	**2,060,000**	**2,060,000**
Paid up capital	2,060,000	2,060,000
Unpaid capital which has been called up	-	-
Memorandum item: uncalled capital	-	-
Share premium	**-**	**-**
Equity instruments issued other than capital	**-**	**-**
Equity component of compound financial instruments	-	-
Other equity instruments issued	-	-
Other equity items	**-**	**-**
Retained earnings	**1,460,544**	**1,255,854**
Revaluation reserves	**-**	
Other reserves	**2,377,791**	**2,374,912**
Reserves or accumulated losses of investments in joint ventures and associates	(25,420)	(25,016)
Other	2,403,211	2,399,928
(-) Treasury shares	**-**	**-**
Profit attributable to owners of the Parent	**535,806**	**510,712**
(-) Interim dividends	**(237,697)**	**(231,127)**
Accumulated other comprehensive income	**631,789**	**510,330**
Items that will not be reclassified to profit or loss	**634,996**	**523,942**
Actuarial gains or (-) losses on defined benefit pension plans	(45,131)	(45,384)
Non-current assets and disposal groups classified as held for sale	-	-
Share of other recognized income and expense of investments in joint ventures and associates	(29)	(29)
Fair value changes of equity instruments measured at fair value through other comprehensive income	680,156	569,355
Hedge ineffectiveness of fair value hedges for equity instruments measured at fair value through other comprehensive income	-	-
Fair value changes of equity instruments measured at fair value through other comprehensive income [hedged item]	1,546	401
Fair value changes of equity instruments measured at fair value through other comprehensive income [hedging instrument]	(1,546)	(401)
Fair value changes of financial liabilities at fair value through profit or loss attributable to changes in their credit risk	-	-

Items that may be reclassified to profit or loss	**(3,207)**	**(13,612)**
Hedge of net investments in foreign operations [effective portion]	-	-
Foreign currency translation	-	-
Hedging derivatives. Cash flow hedges reserve [effective portion]	199	(2,473)
Fair value changes of debt instruments measured at fair value through other comprehensive income	(3,406)	(14,269)
Changes in the fair value of insurance contracts	-	3,130
Hedging instruments [not designated elements]	-	-
Non-current assets and disposal groups classified as held for sale	-	-
Share of other recognised income and expense of investments in joint ventures and associates	-	-
Minority interests [non-controlling interests]	**347**	**4,114**
Accumulated other comprehensive income	-	122
Other items	347	3,992
TOTAL EQUITY	**6,828,580**	**6,484,795**
TOTAL LIABILITIES AND EQUITY	**66,223,894**	**63,712,435**
MEMORANDUM ITEMS: OFF-BALANCE-SHEET EXPOSURES		
Loan commitments given	**7,475,072**	**7,316,809**
Financial guarantees given	**590,424**	**517,599**
Other commitments given	**4,283,479**	**4,145,683**

As of 31 December 2024, the Group's total balance sheet amounted to EUR 66.2 billion, representing a 3.9% increase compared to 31 December 2023.

The loans and advances to customer constitute 72% of the Group's total assets in the year ended 31 December 2024, representing a 2.3% (EUR 1.07 billion) increase compared to 31 December 2023. Despite a context marked by delayed reference interest rate reductions and monetary policy easing with successive rate cuts in the year ended 31 December 2024, and amid a highly competitive market, the Group achieved a contracted mortgage loan volume of EUR 3.41 billion in the year ended 31 December 2024, representing a 4.7% increase compared to 31 December 2023. Moreover, new consumer loan origination reached EUR 737 million in the year ended 31 December 2024, representing a 19.2% increase compared to 31 December 2023.

In addition, in the year ended 31 December 2024 the Group's cash, balances with central banks and other demand deposits grew by EUR 1.21 billion compared to 31 December 2023 and fixed-income securities portfolios increased by EUR 548 million, while equity positions grew by EUR 137 million. In contrast, non-current assets and disposal groups classified as held for sale decreased by EUR 153 million.

Customer deposits[28], which constitute 80% of the Group's balance sheet, recorded a growth of 6.8% during the year ended 31 December 2024 compared to the year ended 31 December 2023. Including off-balance sheet resources, total client assets under management reached EUR 89.5 billion, a year-on-year increase of 8.5% compared to 31 December 2023.

[28] "Deposits" is an APM, the definition, explanation, use and reconciliation of which is set out in "*Alternative Performance Measures*".

Debt securities issued decreased by 5.1% during the year ended 31 December 2024 compared to the year ended 31 December 2023, due to an agreement between the Group and the EIB for the subscription of EUR 300 million mortgage covered bond related to the Group's strategic objective of redirecting capital flows toward sustainable investments and the maturity of a EUR 500 million senior non-preferred debt issuance originally issued in 2019.

The Group's shareholders' equity stood at EUR 6.83 billion in the year ended 31 December 2024, representing a 5.3% increase compared to the year ended 31 December 2023, including a 3.8% increase in own funds.

The table below includes the consolidated profit and loss account of the Kutxabank Group for the one-year period ended 31 December 2024 and 2023:

Profit and Loss Account (EUR thousand)	2024	2023
Interest income	**2,100,383**	**1,715,265**
Financial assets at fair value through other comprehensive income	68,593	97,702
Financial assets at amortised cost	1,661,696	1,396,796
Other interest income	370,094	220,767
Interest expenses	(734,031)	**(543,608)**
Expenses on share capital repayable on demand		
NET INTEREST INCOME	**1,366,352**	**1,171,657**
Dividend income	**90,438**	**94,354**
Share of the profit or loss of entities accounted for using the equity method	**11,277**	**3,878**
Fee and commission income	**548,063**	**520,546**
Fee and commission expenses	**(43,956)**	**(40,926)**
Gains or losses on derecognition of financial assets and liabilities not measured at fair value through profit or loss, net	**(18,638)**	**311**
Financial assets at amortised cost	(18,634)	-
Other financial assets and liabilities	(4)	311
Gains or losses on financial assets and liabilities held for trading, net	**1,964**	**2,542**
Reclassification of financial assets out of fair value through other comprehensive income	-	-
Reclassification of financial assets out of amortised cost	-	-
Other gains or losses	1,964	2,542
Gains or losses on non-trading financial assets mandatorily at fair value through profit or loss, net	**4,695**	**544**
Reclassification of financial assets out of fair value through other comprehensive income	-	-
Reclassification of financial assets out of amortised cost		
Other gains or losses	4,695	544

Gains or losses on financial assets and liabilities designated at fair value through profit or loss, net	-	-
Gains or losses from hedge accounting, net	-	-
Exchange differences (gain or loss), net	**2,299**	**2,613**
Other operating income	**29,816**	**33,607**
Other operating expenses	**(149,621)**	**(193,894)**
Income from assets under insurance and reinsurance contracts	**255,179**	**252,104**
Expenses of liabilities under insurance and reinsurance contracts	**(113,522)**	**(111,949)**
GROSS INCOME	**1,984,346**	**1,735,387**
Administrative expenses:	**(750,454)**	**(603,701)**
Staff costs	(545,842)	(437,192)
Other administrative expenses	(204,612)	(166,509)
Depreciation and amortisation charge	(46,702)	**(49,885)**
Provisions or reversal of provisions	(225,074)	**(142,638)**
Impairment or reversal of impairment on financial assets not measured at fair value through profit or loss and modification gains or losses, net	(42,487)	**(35,344)**
Financial assets at fair value through other comprehensive income	(200)	(1,034)
Financial assets at amortised cost	(42,287)	(34,310)
Impairment or reversal of impairment of investments in joint ventures and associates	(234)	**174**
Impairment or reversal of impairment on non-financial assets	**(105,945)**	**(31,491)**
Tangible assets	**(48,355)**	**(16,244)**
Intangible assets	**(2,289)**	-
Other	**(55,301)**	**(15,247)**
Gains or losses on derecognition of non-financial assets, net	**12,202**	**4,042**
Negative goodwill recognised in profit or loss	**-**	**-**
Profit or loss from non-current assets and disposal groups classified as held for sale not qualifying as discontinued operations	**(112,320)**	**(153,615)**
PROFIT OR LOSS BEFORE TAX FROM CONTINUING OPERATIONS	**713,800**	**722,929**
Tax expense or income related to profit or loss from continuing operations	**177,850**	**(211,010)**
PROFIT OR LOSS AFTER TAX FROM CONTINUING OPERATIONS	**535,950**	**511,919**
Profit or loss after tax from discontinued operations	**-**	**-**
PROFIT FOR THE YEAR	**535,950**	**511,919**
Attributable to minority interests (non-controlling interests)	**144**	**1,207**
Attributable to owners of the Parent	**535,806**	**510,712**

In the year ended 31 December 2024 the Group obtained net income[29] of EUR 535.8 million (EUR 510.7 million in the one-year period ended 31 December 2023), driven by a notable increase in core banking revenues, supported by interest margin growth and higher fee income.

The net interest income, although growing at a slower pace than in the previous year in a high-rate environment, increased by 16.6% (EUR 1,366.4 million) during 31 December 2024 compared to the year ended 31 December 2023.

Fee income and revenues linked to insurance activities (mostly included under Other Operating Income), totalled EUR 645.8 million in the year ended 31 December 2024, representing a 4.2% year-on-year increase compared to the year ended 31 December 2023. Strong commercial efforts during the year ended 31 December 2024 are reflected in the 11.6% increase in off-balance sheet resources-related income, while payment services remained broadly stable compared to the year ended 31 December 2023. Insurance-related revenues reached EUR 141.7 million in the year ended 31 December 2024, slightly above the year ended 31 December 2023.

As a result, core banking revenues, comprising net interest margin, fee income, and insurance-related revenues recorded under Other Operating Income, amounted to EUR 2,012.1 million in the year ended 31 December 2024, representing a 12.3% increase compared to the year ended 31 December 2023.

The positive contribution from the equity portfolio remained strong, with recurring income from dividends and associates totalling EUR 101.7 million in the year ended 31 December 2024.

After accounting for net financial operations and exchange differences (EUR 9.7 million in the year ended 31 December 2024), gross margin reached EUR 1,984.3 million in the year ended 31 December 2024, showing a14.3% increase compared to the year ended 31 December 2023.

Furthermore, operating expenses[30] totalled EUR 797.2 million in the year ended 31 December 2024, showing a 22% increase compared to the year ended 31 December 2023, due to a 24.9% increase in personnel expenses. This increase was driven by a voluntary redundancy plan implemented by Cajasur Banco in the year ended 31 December 2024, which had an impact of EUR 78.5 million on personnel costs in the year ended 31 December 2024. Depreciation amounted to EUR 46.7 million in the year ended 31 December 2024, slightly below the year ended 31 December 2023 but significantly higher than previous years, reflecting the ongoing digitalization process. Excluding the one-off impact of the Cajasur Banco redundancy plan, the increase in operating expenses[31] would have been below 10%, resulting in an Operating Margin of EUR 1,187.2 million in the year ended 31 December 2024.

Provisions for credit portfolio and other assets totalled EUR 508.2 million in the year ended 31 December 2024, substantially above the year ended 31 December 2023, reflecting CJEU and Spanish Supreme Court rulings on mortgage expenses and floor clause claims, which led the Group to bolster provisions for current and future claims.

Profit before tax reached EUR 713.8 million in the year ended 31 December 2024, including EUR 34.8 million in income from real estate and equity stake sales recorded under Other Gains and Losses. Consolidated net

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[29] "Net income" as used throughout the Base Prospectus means the "Profit for the year attributable to owners of the Parent".

[30] "Operating expenses" is an APM, the definition, explanation, use and reconciliation of which is set out in the Glossary attached to the Director's Report of the directors' report of the 2024 Consolidated Financial Reports, in the Glossary attached to the Director's Report of the directors' report of the 2023 Consolidated Financial Reports and in the Glossary attached to the Director's Report of the directors' report of the 2025 Consolidated First Semester Interim Financial Reports.

[31] "Operating expenses" is an APM, the definition, explanation, use and reconciliation of which is set out in the Glossary attached to the Director's Report of the directors' report of the 2024 Consolidated Financial Reports, in the Glossary attached to the Director's Report of the directors' report of the 2023 Consolidated Financial Reports and in the Glossary attached to the Director's Report of the directors' report of the 2025 Consolidated First Semester Interim Financial Reports.

profit after taxes amounted to EUR 535.8 million in the year ended 31 December 2024, reflecting a 4.9% increase compared to 31 December 2023.

Liquidity and funding

As at 31 December 2024 the Group covered 7.74 times its debt maturities in the next 12 months (8.05 times in average during 2023), and the Loan to Deposits Ratio[32] of the Group was 90.28%.

The Group currently complies with its liquidity regulatory requirements (please see "*Capital, Liquidity and Funding Requirements and Loss Absorbing Powers — Capital requirements*") and had a LCR (as defined in "*Risk Factors Risks — Relating to the Issuer — Legal, regulatory and compliance risks — Capital, liquidity and funding requirements*" section) of 205.51% as at 31 December 2024 (184.57% on average over the 12 months of 2024). As at 31 December 2024, the liquidity buffer of the Group (as defined in Commission Delegated Regulation (EU) 2015/61 of 10 October 2014) was EUR 11,339.54 million.

The main source of liquidity of the Group are deposits[33], which are complemented by wholesale funding, distributed mainly between covered bonds and senior preferred and non-preferred debt instruments (no ECB funding was accounted for the years ending 31 December 2023 and 31 December 2024).

Financial information as at, and for the six month-period ended 30 June 2025

The table below includes the consolidated balance sheet of the Kutxabank Group as at 30 June 2025 and 31 December 2024:

ASSETS *(EUR thousand)*	**30/06/2025**	**31/12/2024**
Cash, cash balances at central banks and other demand deposits	**5,215,163**	**6,039,906**
Financial assets held for trading	**49,175**	**39,089**
Memorandum item: loaned or advanced as collateral with right to sell or pledge	-	-
Non-trading financial assets mandatorily at fair value through profit or loss	**46,799**	**40,911**
Memorandum item: loaned or advanced as collateral with right to sell or pledge	-	-
Financial assets designated at fair value through profit or loss	-	-
Memorandum item: loaned or advanced as collateral with right to sell or pledge	-	-
Financial assets at fair value through other comprehensive income	**3,936,435**	**4,475,618**
Memorandum item: loaned or advanced as collateral with right to sell or pledge	*586,255*	*595,538*
Financial assets at amortised cost	**56,127,121**	**52,704,285**
Memorandum item: loaned or advanced as collateral with right to sell or pledge	*4,718,286*	*5,327,472*
Derivatives – hedge accounting	**10,257**	**16,343**
Fair value changes of the hedged items in portfolio hedge of interest rate risk	-	-
Investments in joint ventures and associates	**162,161**	**147,487**
Joint ventures	-	-
Associates	162,161	147,487

[32] "Loan to Deposits Ratio" is an APM, the definition, explanation, use and reconciliation of which is set out in "*Alternative Performance Measures*".

[33] "Deposits" is an APM, the definition, explanation, use and reconciliation of which is set out in "*Alternative Performance Measures*".

Assets under reinsurance and insurance contracts	**30,361**	**29,794**
Tangible assets	**746,914**	**755,663**
Property, plant and equipment	**674,669**	**671,764**
For own use	674,669	671,764
Leased out under an operating lease	-	-
Investment property	72,245	83,899
Of which: leased out under an operating lease	*26,828*	*35,174*
Memorandum item: acquired under lease	-	-
Intangible assets	**496,665**	**504,492**
Goodwill	301,457	301,457
Other intangible assets	195,208	203,035
Tax assets	**1,146,973**	**1,310,481**
Current tax assets	32,396	40,793
Deferred tax assets	1,114,577	1,269,688
Other assets	**108,751**	**105,015**
Insurance contracts linked to pensions	-	-
Inventories	6,135	5,458
Other	102,616	99,557
Non-current assets and disposal groups classified as held for sale	**51,866**	**54,810**
TOTAL ASSETS	**68,128,641**	**66,223,894**

LIABILITIES AND EQUITY (EUR thousand)	30/06/2025	31/12/2024
Financial liabilities held for trading	**42,457**	**39,956**
Financial liabilities designated at fair value through profit or loss	**-**	**-**
Memorandum item: subordinated liabilities	-	-
Financial liabilities at amortized cost	**58,897,863**	**57,188,876**
Memorandum item: subordinated liabilities	-	-
Derivatives – hedge accounting	**273,610**	**249,274**
Fair value changes of the hedged items in portfolio hedge of interest rate risk	**-**	**-**
Liabilities under insurance and reinsurance contracts	**583,033**	**578,630**
Provisions	**701,079**	**664,007**
Pensions and other post-employment defined benefit obligations	221,292	157,496
Other long-term employee benefits	49,409	126,871
Pending legal issues and tax litigation	-	-
Commitments and guarantees given	48,424	52,237
Other provisions	381,954	327,403

Tax liabilities	**459,713**	**428,626**
Current tax liabilities	30,288	46,221
Deferred tax liabilities	429,425	382,405
Share capital repayable on demand	**-**	**-**
Other liabilities	**299,961**	**245,945**
Liabilities included in disposal groups classified as held for sale	**-**	-
TOTAL LIABILITIES	**61,257,716**	**59,395,314**
EQUITY		
Shareholders' equity	**6,224,510**	**6,196,444**
Share capital	**2,060,000**	**2,060,000**
Paid up capital	2,060,000	2,060,000
Unpaid capital which has been called up	-	-
Memorandum item: uncalled capital	-	
Share premium	**-**	
Equity instruments issued other than capital	**-**	
Equity component of compound financial instruments	-	
Other equity instruments issued	-	-
Other equity items	**-**	
Retained earnings	**1,668,360**	**1,460,544**
Revaluation reserves	**-**	
Other reserves	**2,163,713**	**2,377,791**
Reserves or accumulated losses of investments in joint ventures and associates	(18,914)	(25,420)
Other	2,182,627	2,403,211
(-) Treasury shares	**-**	
Profit attributable to owners of the Parent	**332,437**	**535,806**
(-) Interim dividends	**-**	**(237,697)**
Accumulated other comprehensive income	**641,419**	**631,789**
Items that will not be reclassified to profit or loss	**635,841**	**634,996**
Actuarial gains or (-) losses on defined benefit pension plans	(44,181)	(45,131)
Non-current assets and disposal groups classified as held for sale	-	**-**
Share of other recognized income and expense of investments in joint ventures and associates	(28)	(29)
Fair value changes of equity instruments measured at fair value through other comprehensive income	680,050	680,156
Hedge ineffectiveness of fair value hedges for equity instruments measured at fair value through other comprehensive income	-	-
Fair value changes of equity instruments measured at fair value through other comprehensive income [hedged item]	13,214	1,546

Fair value changes of equity instruments measured at fair value through other comprehensive income [hedging instrument]	(13,214)	(1,546)
Fair value changes of financial liabilities at fair value through profit or loss attributable to changes in their credit risk	-	-
Items that may be reclassified to profit or loss	**5,578**	**(3,207)**
Hedge of net investments in foreign operations [effective portion]	-	-
Foreign currency translation	-	-
Hedging derivatives. Cash flow hedges reserve [effective portion]	2,395	199
Fair value changes of debt instruments measured at fair value through other comprehensive income	3,183	(3,406)
Changes in the fair value of insurance contracts	-	-
Hedging instruments [not designated elements]	-	-
Non-current assets and disposal groups classified as held for sale	-	-
Share of other recognised income and expense of investments in joint ventures and associates	-	-
Minority interests [non-controlling interests]	**4,996**	**347**
Accumulated other comprehensive income	-	-
Other items	4,996	347
TOTAL EQUITY	**6,870,925**	**6,828,580**
TOTAL LIABILITIES AND EQUITY	**68,128,641**	**66,223,894**
MEMORANDUM ITEMS: OFF-BALANCE-SHEET EXPOSURES		
Loan commitments given	**7,695,618**	**7,475,072**
Financial guarantees given	**643,505**	**590,424**
Other commitments given	**4,402,668**	**4,283,479**

The table below includes the consolidated statement of profit or loss of the Kutxabank Group for the six month-period ended 30 June 2025 and 2024:

	30/06/2025	30/06/2024
Interest income	**898,405**	**1,051,010**
Financial assets at fair value through other comprehensive income	31,241	38,573
Financial assets at amortised cost	755,587	831,813
Other interest income	111,577	180,624

Interest expenses	**(290,166)**	**(364,326)**
Expenses on share capital repayable on demand	-	-
NET INTEREST INCOME	**608,239**	**686,684**
Dividend income	**46,843**	**66,534**
Share of the profit or loss of entities accounted for using the equity method	**14,211**	**2,463**
Fee and commission income	**285,949**	**270,546**
Fee and commission expenses	**22,837**	**(21,376)**
Gains or losses on derecognition of financial assets and liabilities not measured at fair value through profit or loss, net	**-**	**(167)**
Financial assets at amortised cost	-	(163)
Other financial assets and liabilities	-	(4)
Gains or losses on financial assets and liabilities held for trading, net	**2,835**	**1,495**
Reclassification of financial assets out of fair value through other comprehensive income	-	-
Reclassification of financial assets out of amortised cost	-	-
Other gains or losses	2,835	1,495
Gains or losses on non-trading financial assets mandatorily at fair value through profit or loss, net	**4,135**	**3,249**
Reclassification of financial assets out of fair value through other comprehensive income	-	-
Reclassification of financial assets out of amortised cost	-	-
Other gains or losses	4,135	3,249
Gains or losses on financial assets and liabilities designated at fair value through profit or loss, net	-	-
Gains or losses from hedge accounting, net	-	-
Exchange differences, net	**1,463**	**1,225**
Other operating income	**14,834**	**12,834**
Other operating expenses	**(35,112)**	**(105,196)**
Income from assets under insurance and reinsurance contracts	**131,086**	**127,115**
Expenses of liabilities under insurance and reinsurance contracts	**(60,258)**	**(55,308)**
GROSS INCOME	**991,388**	**990,098**
Administrative expenses	**(343,423)**	**(321,630)**
Staff costs	(246,087)	(232,658)
Other administrative expenses	(97,336)	(88,972)
Depreciation and amortisation charge	**(24,805)**	**(21,268)**
Provisions or reversal of provisions	**95,589**	**(159,628)**
Impairment or reversal of impairment and gains or losses due to modifications of cash flows on financial assets not measured at fair value through profit or loss and modification gains or losses, net	**29,352**	**(2,385)**
Financial assets at fair value through other comprehensive income	(219)	61
Financial assets at amortised cost	29,571	(2,446)

Impairment or reversal of impairment of investments in joint ventures and associates	**(108)**	**164**
Impairment or reversal of impairment on non-financial assets	**25,911**	**(64,516)**
Tangible assets	12,639	(10,411)
Intangible assets	11,579	-
Other	1,693	(54,105)
Gains or losses on derecognition of non-financial assets, net	**3,248**	**615**
Negative goodwill recognised in profit or loss	-	**-**
Profit or loss from non-current assets and disposal groups classified as held for sale not qualifying as discontinuedoperations	**18,077**	**(78,541)**
PROFIT OR LOSS BEFORE TAX FROM CONTINUING OPERATIONS	**493,741**	**342,909**
Tax expense or income related to profit or loss from continuing operations	**(161,094)**	**(79,137)**
PROFIT OR LOSS AFTER TAX FROM CONTINUING OPERATIONS	**332,647**	**263,772**
Profit or loss after tax from discontinued operations	-	**-**
PROFIT FOR THE PERIOD	**332,647**	**263,772**
Attributable to minority interests (non-controlling interests)	**210**	**103**
Attributable to owners of the Parent	**332,437**	**263,669**

Alternative Performance Measures

This Base Prospectus (and the documents incorporated by reference in this Base Prospectus) contains certain management measures of performance or APMs, which are used by management to evaluate the Kutxabank Group's overall performance, financial position or liquidity. These measures are used in the Bank's planning, operational and financial decision-making and are commonly used in the finance sector as indicators to monitor institutions' assets, liabilities and economic/financial positions.

These APMs are not audited, reviewed or subject to review by Kutxabank's auditors and are not measures required by, or presented in accordance with, IFRS-EU. Many of these APMs are based on Kutxabank's internal estimates, assumptions and calculations. Accordingly, investors are cautioned not to place undue reliance on these APMs.

Furthermore, these APMs, as used by Kutxabank, may not be comparable to other similarly titled measures used by other companies. Investors should not consider such APMs in isolation, as alternatives to the information calculated in accordance with IFRS-EU, as indications of operating performance or as measures of the Kutxabank Group's profitability or liquidity. Such APMs must be considered only in addition to, and not as a substitute for or superior to, financial information prepared in accordance with IFRS-EU and investors are advised to review these APMs in conjunction with the financial reports incorporated by reference in this Base Prospectus.

Kutxabank believes that the description of these APMs in this Base Prospectus follows and complies with the "ESMA Guidelines on Alternative Performance Measures" dated 5 October 2015.

Adjusted ECB funding: This measure facilitates monitoring the degree of dependence to this funding source.

		June 2025	December 2024	December 2023
			(€ million)	
	Deposits with Central Banks	0.00	0.00	582.64
Minus	Cash balances	4,518.74	5,305.42	4,116.00
Plus	Interbank and secured financing[34]	590.25	818.60	605.14
Net ECB Funding		-3,928.49	-4,486.82	-2,928.21
Adjusted ECB funding		**0.00**	**0.00**	**0.00**

Cash Balances: this measure shows the available unencumbered cash and central Banks balances.

		June 2025	December 2024	December 2023
			(€ million)	
	Cash, cash balances at central banks and other demands deposits (Kutxabank, S.A. and Cajasur, S.A.)	5,053.45	6,037.23	4,829.19
Minus	Reserve requirements[35]	505.69	505.69	485.67
Minus	Other demand deposits	29.01	226.12	227.52
Cash Balances		**4,518.74**	**5,305.42**	**4,116.00**

Commissions and income generated by the insurance business to total income: this measure shows the percentage of the Group's regular financial activities income that comes from complementary income sources other than the Net Interest Income.

			June 2025	December 2024	December 2023
				(€ million, except %)	
Numerator		Net fee and commission income	263.11	504.11	479.62
	Plus	Income from assets under insurance or reinsurance contracts	131.09	255.18	252.10
	Minus	Expenses of liabilities from assets under insurance or reinsurance contracts	60.26	113.52	111.95
	Plus	Other operating income from assets under insurance or reinsurance contracts[36]	0.00	0.00	0.31
Denominator		Net interest income	608.24	1,366.35	1,171.66
	Plus	Net commissions	263.11	504.11	479.62

[34] This metric has been obtained from the Issuer's internal accounting records.

[35] This metric has been obtained from the Issuer's internal accounting records.

[36] This metric has been obtained from the Issuer's internal accounting records.

Plus	Income/Expenses from assets under insurance or reinsurance contracts[37]	70.83	141.66	140.46
Commissions and income generated by the insurance business to total income		**35.44%**	**32.09%**	**34.61%**

Cost of credit risk: the cost of risk is one of the main indicators used by the Group to monitor the status and evolution of the quality of credit risk incurred with customers and to assess the management of that risk.

		June 2025	**December 2024**	**December 2023**
			(€ million, except %)	
Nominator	Sum of the Loan-loss provisions of the last four quarters	69.41	42.29	34.31
Denominator	Gross loans and advances to customers. Simple average of the last four quarters	48,919.16	48,057.93	47,495.97
Cost of credit risk		**14.19%**	**8.80%**	**7.22%**

Coverage of the acquired or repossessed assets: this indicator shows the level of coverage of the acquired and repossessed assets and, therefore, the net exposure to them (once provisions are deducted from the gross value of the exposure) and the evolution of the quality of credit risk incurred with customers. It also helps to assess the management of that risk.

		June 2025	**December 2024**	**December 2023**
			(€ million, except %)	
Nominator	Write-downs associated with acquired assets	849.35	897.29	803.84
Denominator	Gross value of acquired assets	906.03	959.09	1,037.92
Coverage of the acquired or repossessed assets		**93.74%**	**93.56%**	**77.45%**

Credits to clients: This APM shows the loans and advances to customers.

		June 2025	**December 2024**	**December 2023**
			(€ million, except %)	
	Loans and advances to customers under non-trading financial assets mandatorily at fair value through profit or loss	0.00	0.00	0.00
Plus	Loans and advances to customers under financial assets at amortised cost	49,812.62	47,594.83	46,522.95

[37] This metric has been obtained from the Issuer's internal accounting records.

Credit to clients	**49,812.62**	**47,594.83**	**46,522.95**

Deposits: this APM shows the customers deposits.

		June 2025	December 2024	December 2023
			(€ million, except %)	
	Deposits to customers	54,337.58	52,825.32	49,469.97
Minus	Single mortgage-backed bonds[38]	16.74	176.21	180.91
Deposits		**54,320.83**	**52,649.11**	**49,289.06**

Fixed income securities: Fixed income securities held by the parent company, Kutxabank, and the subsidiary, Cajasur.

		June 2025	December 2024	December 2023
			(€ million, except %)	
	Fixed Income securities held by the parent company, Kutxabank S.A. (the Bank)	6,665.77	5,971.28	5,445.70
Plus	Fixed Income securities held by the subsidiary, Cajasur S.A.	0.00	533.94	529.24
Fixed Income securities		**6,665.77**	**6,505.22**	**5,974.94**

Loan to Deposit (LtD) Ratio: credit loans in respect of deposits. This is one of the most relevant liquidity indicators in the banking sector and it shows the ability of the entity to finance the loans to customers with the funds obtained from these ones.

			June 2025	December 2024	December 2023
				(€ million, except %)	
Numerator		Customer loans[39]	49,844.63	47,613.03	46,538.76
	Minus	Those already mobilised into asset-backed securities placed on the market	55.91	62.72	77.00
Denominator		Deposits to customers[40]	54,386.88	52,848.29	49,266.27
	Minus	Single mortgage-backed bonds	16.74	176.21	181.34
LtD Ratio			**91.57%**	**90.28%**	**94.66%**

[38] The value of this metric has been adjusted to reflect the impact of hedging arrangements associated with the issuances of single mortgage-backed bonds.

[39] The metric "Consumer loans", when used in the context of the reconciliation of the APM "LtD Ratio", has been obtained from the Issuer's internal accounting records and the values of this metric are aligned with the values reported to the Issuer's supervisory authorities.

[40] The metric "Deposit to costumers", when used in the context of the reconciliation of the APM "LtD Ratio", has been obtained from the Issuer's internal accounting records and the values of this metric are aligned with the values reported to the Issuer's supervisory authorities.

Ratio of core banking business income to operating expenses: this ratio is used by the Group to measure the percentage of the operating expenses of the Group that are covered by income from the primary business of the Group.

		June 2025	December 2024	December 2023
			(€ million, except %)	
Numerator	Core banking business income	942.18	2,012.12	1,791.74
Denominator	Operating expenses	368.23	797.16	653.59
Ratio of core banking business income to operating expenses		**255.87%**	**252.41%**	**274.14%**

Real estate and developers credit exposure: this APM is used by the Group to measure the risk towards real estate sector.

		June 2025	December 2024	December 2023
			(€ million, except %)	
	Financing for real estate construction and development	552.33	547.51	549.76
Minus	Write-downs associated with loans to Real Estate and developers	103.07	99.72	81.82
Real estate and developers credit exposure		**449.26**	**447.79**	**467.94**

Return on Risk-Weighted Assets (RORWA): this ratio is used by the Group to measure the return obtained on its risk-weighted assets.

		June 2025	December 2024	December 2023
			(€ million, except %)	
Numerator	Net income (sum of the last four quarters)	604.57	535.81	510.71
Denominator	Total average consolidated Risk-Weighted assets[41] (simple average of the last four quarters)	30,493.47	30,533.85	29,934.69
Return on Risk-Weighted Assets		**1.98%**	**1.75%**	**1.71%**

Return on Tangible Equity (ROTE): this ratio is used by the Group to measure the return obtained on its tangible equity.

		June 2025	December 2024	December 2023
			(€ million, except %)	
Numerator	Net income (sum of the last four quarters)	604.57	535.81	570.71

[41] This metric has been obtained from the Issuer's internal accounting records.

Denominator	Total average consolidated Tangible equity[42] (simple average of the last four quarters)	5,654.01	5,634.43	5,514.32
Return on Tangible Equity		**10.69%**	**9.51%**	**9.26%**

Sovereign risk exposure*:* this measure shows the exposure of the Issuer to the sovereign risk.

		June 2025	**December 2024**	**December 2023**
			(€ million, except %)	
	Debt securities issued by Spanish Public Administration held in Financial assets at fair value through other comprehensive income	1,611.97	2,005.47	2,510.07
Plus	Debt securities issued by Foreign Public Administration held in Financial assets at fair value through other comprehensive income	73.22	51.62	54.52
Plus	Debt securities issued by Spanish Public Administration held in Financial assets at amortised cost	3,882.43	3,117.49	1,912.35
Plus	Debt securities issued by Foreign Public Administration held in Financial assets at amortised cost	901.63	527.36	722.59
Sovereign risk exposure		**6,469.25**	**5,701.95**	**5,249.52**

Texas ratio: this ratio shows the non-performing assets in respect to the bank's tangible equity and its provisions. This ratio assesses a bank's financial position and indicates the proportion of non-performing assets in relation to the resources the bank may need to cover potential losses on those assets.

			June 2025	**December 2024**	**December 2023**
				(€ million, except %)	
Numerator		Impaired assets loans and advances to customers	593.76	634.96	675.43
	Plus	Contingent risks of impairment assets	23.47	24.16	22.05
	Plus	Acquired/foreclosed assets	906.03	959.09	1,037.92
Denominator		Equity	6,870.93	6,828.58	6,484.80
	Minus	Intangible assets	496.67	504.49	462.28
	Plus	Impairment losses and provisions for credit risks, including contingents[43]	760.01	750.35	711.45
	Plus	Write-downs associated with Acquired/foreclosed assets	849.35	897.29	803.84

[42] This metric has been obtained from the Issuer's internal accounting records.

[43] This metric has been obtained from the Issuer's internal accounting records.

Texas Ratio	**19.08%**	**20.30%**	**22.98%**

Total funding: This APM shows the funding sources of the Group.

		June 2025	**December 2024**	**December 2023**
			(€ million)	
	Deposits to customers	52,825.32	54,337.58	49,469.97
Minus	Single mortgage-backed bonds	176.21	16.74	180.91
Plus	Wholesale market funding	4,384.43	3,958.64	4,962.97
Total funding		**58,279.48**	**57,033.54**	**54,257.03**

Adjusted total funding: This APM shows the funding sources of the Group.

		June 2025	**December 2024**	**December 2023**
			(€ million)	
	Deposits to customers	52,825.32	54,337.58	49,469.97
Minus	Single mortgage-backed bonds	176.21	16.74	180.91
Plus	Wholesale market funding	4,384.43	3,958.64	4,962.97
Minus	Cash balances	5,305.42	4,518.74	4,116.00
Total funding		**53,760.73**	**51,728.12**	**50,136.03**

Total Non-Performing Assets (net): the Group uses this APM to evaluate the size of the non-productive assets portfolio (non-performing loans and acquired/foreclosed assets) in net terms, after deducting all the write-downs associated with NPAs.

		June 2025	**December 2024**	**December 2023**
			(€ million)	
	Impaired assets loans and advances to customers	593.76	634.96	672.43
Plus	Contingent risks of impairment assets	23.47	24.16	22.05
Minus	Impairment losses and provisions for credit risks, including contingents	760.01	750.35	711.45
Plus	Acquired/foreclosed assets	906.03	959.09	1,037.92
Minus	Write-downs associated with Acquired/foreclosed assets	849.35	897.29	803.84
Total Non-Performing Assets (net)		**-86.11**	**-29.44**	**217.11**

CAPITAL, LIQUIDITY AND FUNDING REQUIREMENTS AND LOSS ABSORBING POWERS

The regulatory framework regarding the solvency of credit entities is established by Directive 2013/36/EU of the European Parliament and of the Council of 26 June 2013 on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms, amending Directive 2002/87/EC and repealing Directives 2006/48/EC and 2006/49/EC (as amended, "**CRD IV Directive**"), Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms and amending Regulation (EU) No 648/2012 (as amended, "**CRR**") and any CRD IV Implementing Measures (as this term is defined in the Terms and Conditions of the Notes, and together with CRR and the CRD IV Directive, "**CRD IV**"). The implementation of the CRD IV Directive in Spain took place through Royal Decree-Law 14/2013, of 29 November, on urgent measures to adapt Spanish law to EU regulations on the subject of supervision and solvency of financial entities, Law 10/2014, of 26 June, on regulation, supervision and solvency of credit institutions ("**Law 10/2014**"), Royal Decree 84/2015, of 13 February, implementing Law 10/2014 (the "**Royal Decree 84/2015**") and Bank of Spain Circulars 2/2014, of 31 January, and 2/2016, of 2 February, to credit entities, on supervision and solvency, which completes the adaptation of Spanish law to CRR and CRD IV Directive (the "**Bank of Spain Circular 2/2016**").

Directive 2014/59/EU of the European Parliament and of the Council of 15 May 2014 establishing a framework for the recovery and resolution of credit institutions and investment firms (as amended, the "**BRRD**"), that has been implemented in Spain through Law 11/2015, of 18 June, on the recovery and resolution of credit institutions and investment firms ("**Law 11/2015**") and Royal Decree 1012/2015, of 6 November, developing Law 11/2015 ("**Royal Decree 1012/2015**"), also establishes certain requirements in terms of a minimum level of own funds and eligible liabilities in relation to total liabilities and own funds (known as "**MREL**").

On 23 November 2016, the European Commission presented a comprehensive package of reforms amending CRR, the CRD IV Directive, BRRD and the SRM Regulation. On 14 May 2019 the text was formally approved by the Council of the European Union. On 7 June 2019 the following regulations were published: (i) Directive (EU) 2019/878 of the European Parliament and of the Council of 20 May 2019 (as amended, replaced or supplemented from time to time, the "**CRD V Directive**") amending the CRD IV Directive, (ii) Directive (EU) 2019/879 of the European Parliament and of the European Council of 20 May 2019 (as amended, replaced or supplemented from time to time, "**BRRD II**") amending, among other things, the BRRD as regards the loss-absorbing and recapitalisation capacity of credit institutions and investment firms, (iii) Regulation (EU) 2019/876 of the European Parliament and of the Council of 20 May 2019 (as amended, replaced or supplemented from time to time, "**CRR II**") amending, among other things, the CRR as regards the leverage ratio, the net stable funding ratio, requirements for own funds and eligible liabilities, counterparty credit risk, market risk, exposures to central counterparties, exposures to collective investment undertakings, large exposures, and reporting and disclosure requirements, and (iv) Regulation (EU) 2019/877 of the European Parliament and of the Council of 20 May 2019 (as amended, replaced or supplemented from time to time, the "**SRM Regulation II**") amending the SRM Regulation as regards the loss-absorbing and recapitalisation capacity of credit institutions and investment firms (the CRD V Directive, BRRD II, CRR II and the SRM Regulation II, the "**EU Banking Reforms**"). The EU Banking Reforms entered into force on 27 June 2019 and apply since 29 December 2020, other than in the case of CRR II where a two-year period was provided for, subject to certain exceptions.

The CRD V Directive and the BRRD II were implemented into Spanish law through Royal Decree-Law 7/2021, of 27 April, ("**RDL 7/2021**") which has amended, amongst others, Law 10/2014 and Law 11/2015, Royal Decree 970/2021, of 8 November, which amended Royal Decree 84/2015, Royal Decree 1041/2021, of 24 November, which amended Royal Decree 1012/2015 and certain Circulars of the Bank of Spain.

The package of reforms presented by the European Commission on 23 November 2016 included a proposal to create a new asset class of "non preferred" senior debt. On 27 December 2017, Directive 2017/2399 amending Directive 2014/59/EU as regards the ranking of unsecured debt instruments in insolvency hierarchy was published in the Official Journal of the European Union. Before that, Royal Decree-Law 11/2017, of 23 June, approving urgent measures on financial matters created in Spain the new asset class of senior non preferred debt.

Moreover, on 26 January 2021, the European Commission launched a targeted public consultation on technical aspects on a new review of BRRD ("**BRRD III**"), the SRM Regulation ("**SRM Regulation III**"), and Directive 2014/49/EU of the European Parliament and of the Council of 16 April 2014 on deposit guarantee schemes ("**DGSD II**"). The consultation was split into two main sections: a section covering the general objectives of the review focus, and a section seeking technical feedback on stakeholders experience with the current framework and the need for changes in the future framework, notably on (i) resolution, liquidation and other available measures to handle banking crises, (ii) level of harmonisation of creditor hierarchy in the EU and impact on no creditor worse-off principle, and (iii) depositor insurance. No agreement was reached on potential changes during the public consultation, and therefore further work will be needed.

Additionally, on 27 October 2021, the European Commission published legislative proposals amending CRR and the CRD IV Directive, as well as a separate legislative proposal amending CRR and BRRD in the area of resolution of credit institutions and investment firms. In particular, the main objectives of the European Commission's legislative proposals are to strengthen the risk-based capital framework, enhance the focus on environmental, social and governance (ESG) risks in the prudential framework, further harmonise supervisory powers and tools and reduce institutions' administrative costs related to public disclosures and to improve access to institutions' prudential data. These legislative proposals include: (i) a Directive amending CRD VI Directive as regards supervisory powers, sanctions, third-country branches, and environmental, social and governance risks; (ii) a Regulation amending CRR as regards requirements for credit risk, credit valuation adjustment risk, operational risk, market risk and the output floor; and (iii) a Regulation amending CRR and BRRD as regards the prudential treatment of global systemically important institution groups with a multiple point of entry resolution strategy and a methodology for the indirect subscription of instruments eligible for meeting the minimum requirement for own funds and eligible liabilities (the so-called "daisy chain" proposal). In respect of the proposal referred to in limb (iii), the European Parliament and the Council adopted on 19 October 2022 Regulation (EU) 2022/2036 amending Regulation (EU) No 575/2013 and Directive 2014/59/EU as regards the prudential treatment of global systemically important institutions with a multiple-point-of-entry resolution strategy and methods for the indirect subscription of instruments eligible for meeting the minimum requirement for own funds and eligible liabilities, which partially started to apply on 14 November 2022. In December 2023, the European Parliament and the Council reached a provisional political agreement in relation to the legislative proposals referred to in limbs (i) and (ii) above. On 24 April 2024, the European Parliament approved the two aforementioned legislative proposals and, on 19 June 2024, both the Directive in limb (i) above and the Regulation in limb (ii) above were published in the Official Journal of the EU. Moreover, Regulation in (ii) above started applying gradually from 1 January 2025, while Directive in limb (i) above should have been implemented in each of the Member States by 10 January 2026, although its transposition in Spain is still pending.

Moreover, on 18 April 2023, the European Commission published legislative proposals to adjust the CMDI framework, which had been under development for some time and was accelerated in light of recent bank failures. The package contains further amendments to the BRRD, the SRM Regulation and Directive 2014/49/EU of the European Parliament and of the Council of 16 April 2014 on deposit guarantee schemes ("**DGSD**"), which aim at further preserving financial stability, protecting taxpayers and depositors, and supporting the real economy and its competitiveness. The proposals enable authorities to organise the orderly market exit for a failing bank of any size and business model and consists of three pillars: (i) preserving financial

stability and protecting taxpayers' money through facilitating the use of deposit guarantee schemes in crisis situations; (ii) shielding the real economy from the impact of bank failure by allowing authorities to fully use resolution as a key component of the crisis management toolbox; and (iii) better protecting depositors. The CMDI package also includes a targeted amendment of the "daisy chain" proposal to address specific issues on the treatment of internal MREL. The European Commission's proposal harmonises the standards of depositor protection across the EU by (i) harmonising the protection of temporary high balances on bank accounts in excess of €100,000 linked to specific life events (such as inheritance or insurance indemnities), (ii) extending the depositor protection to public entities and (iii) introducing a new single-tiered preferential ranking for all deposits, with the result that all deposits (including eligible deposits of large corporates and deposits by other banks) would rank above ordinary unsecured claims, and *pari passu* with each other. Covered deposits would continue to be excluded from bail-in (and therefore have better protection than other deposits in a bail-in) but would have no "super-preference" on insolvency compared to other deposits. At the same time, non-covered deposits would rank in priority to ordinary unsecured creditors and would therefore be bailed in after any such ordinary unsecured creditors (which is aimed at reducing contagion risk).

On 3 October 2023 the Economic and Monetary Affairs Committee of the European Parliament published three draft reports on the proposals and, on 6 December 2023, the European Parliament and the Council reached a provisional political agreement on the "daisy chains" proposal, which was finally adopted on 27 March 2024 and published in the Official Journal of the EU on 22 April 2024 (the "**CMDI Proposal**"). Additionally, on 20 March 2024, the Economic and Monetary Affairs Committee of the European Parliament voted in favour of a compromise on amendments to the CMDI Proposal. On 24 April 2024, the European Parliament voted in plenary to adopt three legislative texts on CMDI Proposal framework as its position for upcoming legislative negotiations with the European Council. On 19 June 2024, the European Council agreed on a negotiation mandate on the review of the CMDI Proposal framework, with this mandate the European Council confirmed that it was on position for negotiations with the European Parliament regarding the final form of the CMDI Proposal framework. On 25 June 2025, in the context of the trilogue phase of the EU legislative procedure, the European Parliament, the European Council and the European Commission reached a political agreement approving the CMDI Proposal framework. As of the date of this Base Prospectus, the final text of the CMDI Proposal is pending publication in the Official Journal of the European Union, so there is still uncertainty as to what specific impacts will result from this agreement until its final text is finally published, and its provisions enter into force.

Capital requirements

Under CRD IV, the Issuer and the Group are required to hold a minimum amount of regulatory capital of 8% of RWAs of which at least 4.5% must be CET1 capital and at least 6% must be Tier 1 capital (together, the "**minimum "Pillar 1" capital requirements**").

Moreover, article 104 of CRD IV Directive, as implemented in Spain by article 68 of Law 10/2014 and similarly article 16 of Council Regulation (EU) No. 1024/2013, of 15 October 2013, conferring specific tasks on the ECB concerning policies relating to the prudential supervision of credit institutions, also contemplates that in addition to the minimum "Pillar 1" capital requirements, the supervisory authorities may require further capital to cover other risks. This may result in the imposition of further CET1, Tier 1 and total capital requirements on the Group and/or the Issuer pursuant to this "Pillar 2" framework. Following the introduction of the single supervisory mechanism, the ECB is in charge of assessing additional P2R through the SREP assessments to be carried out at least on an annual basis (accordingly requirements may change from year to year). CRD V Directive clarifies that P2R should be set in relation to the specific situation of an institution excluding macroprudential or systemic risks, but including the risks incurred by individual institutions due to their activities (including those reflecting the impact of certain economic and market developments on the risk profile of an individual institution) and it also allows the P2R to be partially covered with AT1 and Tier 2 instruments.

In addition to the minimum "Pillar 1" capital requirements and the P2R, credit institutions must comply with the "combined buffer requirement" set out in the CRD IV Directive as implemented in Spain. The "combined buffer requirement" has introduced five new capital buffers to be satisfied with additional CET1 capital: (i) the capital conservation buffer of 2.5% of RWAs; (ii) the global systemically important institutions ("**G-SIIs**") buffer, which shall be not less than 1% of RWAs; (iii) the institution-specific counter-cyclical capital buffer (consisting of the weighted average of the counter-cyclical capital buffer rates that apply in the jurisdictions where the relevant credit exposures are located), which may be as much as 2.5% of RWAs (or higher pursuant to the competent authority); (iv) the other systemically important institutions ("**O-SII**") buffer, which may be as much as 3% of RWAs; and (v) the systemic risk buffer to prevent systemic or macro prudential risks, of at least 1% of RWAs (to be set by the Bank of Spain).

Neither the Bank nor the Group has been classified as G-SII or as O-SII by the FSB nor by any competent authority so, unless otherwise indicated by the FSB or by the Bank of Spain in the future, it is not required to maintain the G-SII buffer or the O-SII buffer. In addition, on 16 May 2024, the Bank of Spain announced its intention to increase the countercyclical capital buffer applicable to credit exposures in Spain to 1% in two stages: (i) from the fourth quarter of 2024, it is expected to be set at 0.5% (applicable in the fourth quarter of 2025); and (ii) from the fourth quarter of 2025, it is expected to be raised 0.5 pp to be set at 1% (applicable in the fourth quarter of 2026). Following this announcement, on 1 October 2024, the Bank of Spain established the countercyclical capital buffer applicable to credit exposures in Spain at 0.5% for the fourth quarter of 2024, and, on 1 October 2025, it was increased 0.5 pp to 1% being applicable from 1 October 2026. Notwithstanding the foregoing, the Bank of Spain may change or reverse the planned actions for circumstances that as of the date of this Prospectus are uncertain and are beyond the Bank's control. The increase in the countercyclical capital buffer contemplated by the Bank of Spain would increase the applicable capital requirements of the Bank, however, the Bank does not expect any material impact as its current buffers over regulatory requirements are high enough to absorb the new countercyclical capital buffer. Some or all of the other buffers may also apply to the Bank from time to time as determined by the Bank of Spain, the ECB or any other competent authority.

As set out in the "Opinion of the European Banking Authority on the interaction of "Pillar 1", "Pillar 2" and combined buffer requirements and restrictions on distributions" published on 16 December 2015, competent authorities should ensure that the CET1 capital to be taken into account in determining the CET1 capital available to meet the "combined buffer requirement" for the purposes of the Maximum Distributable Amount (as defined below) calculation is limited to the amount not used to meet the minimum "Pillar 1" capital requirements and the P2R of the institution and, accordingly, the "combined buffer requirement" is in addition to the minimum "Pillar 1" capital requirement and to the P2R, and therefore it would be the first layer of capital to be eroded pursuant to the applicable stacking order. CRD V Directive clarifies that P2R should be positioned in the relevant stacking order of own funds requirements above the Minimum "Pillar 1" capital requirements and below the "combined buffer requirement" or the leverage ratio buffer requirement, as relevant.

According to article 48 of Law 10/2014, article 73 of Royal Decree 84/2015 and Rule 24 of Bank of Spain Circular 2/2016, those entities failing to meet the "combined buffer requirement" or making a distribution in connection with CET1 capital to an extent that would decrease its CET1 capital to a level where the "combined buffer requirement" is no longer met, will be subject to restrictions on (i) distributions relating to CET1 capital, (ii) payments in respect of variable remuneration or discretionary pension benefits and (iii) distributions relating to Additional Tier 1 capital instruments, until the maximum distributable amount calculated according to CRD IV (i.e., the firm's "distributable profits", calculated in accordance with CRD IV, multiplied by a factor dependent on the extent of the shortfall in CET1 capital) (the "**Maximum Distributable Amount**") has been calculated and communicated to the Bank of Spain and thereafter, any such distributions or payments will be subject to such Maximum Distributable Amount for entities (a) not meeting the "combined buffer requirement"

or (b) in relation to which the Bank of Spain has adopted any of the measures set forth in article 68.2 of Law 10/2014 aimed at strengthening own funds or limiting or prohibiting the distribution of dividends.

In accordance with article 73 of Royal Decree 84/2015 and Rule 24 of the Bank of Spain Circular 2/2016, restrictions of 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 Maximum Distributable Amount 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. As a consequence, in the event of breach of the "combined buffer requirement" (including where additional capital requirements are imposed that have the result of increasing the regulatory minimum required under CRD IV) it may be necessary to reduce discretionary payments (in whole or in part).

As communicated by the EBA on 1 July 2016 and included in the CRD V Directive, in addition to the minimum "Pillar 1" capital requirements, the P2R and the "combined buffer requirements", the supervisor can also set a "Pillar 2" capital guidance ("**P2G**"). Thus, SREP decisions of 2016 onwards differentiate between P2R and P2G. While P2R are binding requirements and breaches can have direct legal consequences for the banks, P2G is not directly binding and a failure to meet it does not automatically trigger legal action, even though the ECB expects banks to meet P2G. Following this clarification, the clarifications contained in the "EBA Pillar 2 Roadmap" (April 2017) and the guidelines on the revised common procedures and methodologies for the SREP and supervisor stress testing published by the EBA on 19 July 2018, banks are expected to meet the P2G with CET1 capital on top of the level of binding capital requirements ("Pillar 1" capital requirements, P2R and the "combined buffer requirements"). Under the EU Banking Reforms, the P2G is not relevant for the purposes of triggering the automatic restriction of the discretionary payments and calculation of the Maximum Distributable Amount. CRD V provides that when an institution repeatedly fails to meet the P2G, the competent authority should be entitled to take supervisory measures and, where appropriate, to impose additional own funds requirements.

On 30 October 2025, Kutxabank published an other relevant information (*otra información relevante*) announcement stating that the ECB had communicated the results of the SREP process and the capital requirements applicable to the Kutxabank Group from 1 January 2026 onwards. According to this decision, the Group has been assigned a P2R of 1.20% of RWAs, with no variation with respect to the previous requirement in place until the date of application of the new requirement.

Consequently, the Group shall maintain a CET1 ratio of 8.175 % of RWAs and Total Capital ratio of 12.20 % of RWAs at consolidated level as detailed below:

Category	**CET1 ratio (%)**	**Total Capital ratio (%)**
Pillar 1	4.50	8.00
Pillar 2 (P2R)	0.675	1.20
Conservation buffer	2.50	2.50
Other buffers[1]	0.50	0.50
TOTAL REQUIREMENTS	**8.175**	**12.20**

(1) Applicable until 1 October 2026, from such date a 1% countercyclical capital buffer to credit exposures in Spain will apply.

The table below sets out the Group's consolidated capital position as at 30 June 2025, 31 December 2024 and 31 December 2023:

	30 June 2025*		31 December			
			2024		2023	
	Phased-in	Fully loaded	Phased-in	Fully loaded	Phased-in	Fully loaded
CET1 ratio (%)	19.68	18.42	17.46	17.40	17.66	17.61
Tier 1 ratio (%)	19.68	18.42	17.46	17.40	17.66	17.61
Total Capital ratio (%)	19.68	18.42	17.46	17.40	17.66	17.61

As at 30 June 2025, the RWAs of the Group amounted to EUR 30,252.39 million (EUR 31,435.08 million as at 31 December 2024 and EUR 30,127.19 million as at 31 December 2023).

As at 30 June 2025, the CET1 capital of the Group represented 8.93% of the Total Liabilities and Own Funds (8.53% as at 31 December 2024 and 8.76% as at 31 December 2023). The Group also has a solid capitalisation, with an asset density (i.e., the percentage of RWAs over Total Assets) of 44.77% as at 30 June 2025 (47.89% as at 31 December 2024 and 47.74% as at 31 December 2023).

Any failure by the Bank to comply with its regulatory capital requirements could result in the imposition of administrative actions or sanctions, such as further P2Rs or the adoption of any early intervention or, ultimately, resolution measures by resolution authorities pursuant to Law 11/2015, which, together with Royal Decree 1012/2015 have implemented BRRD into Spanish law.

Leverage ratio

In addition to the above, article 429 of CRR requires institutions to calculate their leverage ratio ("**LR**") in accordance with the methodology laid down in that article. The EU Banking Reforms contain a binding 3% Tier 1 LR requirement, that has been added to the own funds requirements in article 92 of CRR, and which institutions must meet in addition to their risk-based requirements.

As at 30 June 2025, Kutxabank's phased-in LR was 8.30% and its fully-loaded LR was 8.30% (8.02% and 8.00%, respectively, as at 31 December 2024 and 8.32% and 8.27%, respectively, as at 31 December 2023).

This leverage ratio requirement is a parallel requirement to the risk-based own funds requirements described above. Thus, any additional own funds requirements imposed by competent authorities to address the risk of excessive leverage should be added to the minimum leverage ratio requirement and not to the minimum risk-based own funds requirement. Institutions should also be able to use any CET1 instruments that they use to meet their leverage-related requirements to meet their risk-based own funds requirements, including the "combined buffer requirement".

MREL requirements

In addition to the minimum capital requirements under CRD IV, the BRRD regime prescribes that banks shall hold a minimum level of capital and eligible liabilities. Although the specific MREL requirements may vary depending on the specific characteristics of the relevant entity and the resolution plan, MREL includes two different ratios: (i) a risk ratio (percentage of the TREA of the resolution entity) and (ii) a non-risk ratio (percentage LRE of the resolution entity).

The MREL requirement is composed of two components: the loss absorption amount ("**LAA**") and the recapitalisation amount ("**RCA**"). In the case of TREA ratio, the LAA consists of the sum of the minimum

"Pillar 1" capital requirement and the P2R and in the case of the LRE ratio, the LAA corresponds to the LR requirement. In the case of the LRE ratio, the RCA consists of the sum of the minimum "Pillar 1" capital requirement and the P2R and in the case of the LRE ratio, the RCA corresponds to the LR requirement. Some adjustments may apply to this formula following a case-by-case analysis.

The MREL requirement may also include a subordination requirement depending on the assets volume and systemic profile of the resolution institution, which is different for G-SIIs, "top tier" entities (entities which are not G-SIIs with consolidated total assets above €100 billion), other entities which the resolution authority has assessed as reasonably likely to pose a systemic risk in the event of its failure ("other systemic entities") and the rest of the resolution institutions. In particular, G-SIIs, "top tier" banks and other systemic entities are subject since January 2022 to MREL "Pillar 1" subordination requirements which shall be satisfied with own funds and other eligible liabilities (such instruments may not for these purposes be senior preferred debt instruments and only senior non-preferred debt and subordinated debt will be eligible for compliance with the subordination requirement): in principle, 18% RWAs and 6.75% of leverage exposure in the case of G-SIIs and 13.5% of RWAs and 5% of leverage exposure in the case of "top tier" entities and other systemic entities. Likewise, the MREL requirements include an additional subordination requirement of eligible instruments for G-SIIs and "top tier" banks involving an institution specific MREL "Pillar 2" subordination requirement. This MREL "Pillar 2" subordination requirement is targeted at 8% of the total liabilities, including own funds and may be determined on a case-by-case basis but subject to certain caps.

According to article 16.a) of the BRRD, a resolution authority will have the power to prohibit an entity from making discretionary payments above the maximum distributable amount for own funds and eligible liabilities (calculated in accordance with article 16.a)(4) of the BRRD (the "**MREL-Maximum Distributable Amount Provision**")) through (i) distributions relating to CET1 capital, (ii) payments in respect of variable remuneration or discretionary pension benefits and (iii) distributions relating to Additional Tier 1 capital instruments, where it meets the "combined buffer requirement" but fails to meet that "combined buffer requirement" when considered in addition to the MREL requirements. Article 16.a) of the BRRD includes a potential nine-month grace period whereby the resolution authority will assess on a monthly basis whether to exercise its powers under the MREL-Maximum Distributable Amount Provision before such resolution authority is compelled to exercise its power under such provisions (subject to certain limited exceptions).

On 17 December 2025, Kutxabank published an other relevant information (*otra información relevante*) announcement stating that it has received the formal communication from the Bank of Spain regarding its MREL requirement established by the SRB. From the date of receipt of such communication, the Group must maintain an amount of own funds and eligible liabilities at consolidated level of at least 17.27% of its TREA and of 5.22% of its LRE. These requirements are aligned with the funding plan managed by the Group, which as at 30 September 2025 already presents levels above the required thresholds. As at 30 June 2025, the Group's phased-in MREL represented 24.64% of the TREA and a 9.55% of the LRE (without excluding the capital allocated to cover the "combined buffer requirement"). If any Relevant Resolution Authority finds that there could exist any obstacles to resolvability of the Bank and/or the Group, a higher MREL could be imposed.

Liquidity requirements

The Group should also comply with the LCR requirements provided in CRR. The LCR is the short-term indicator which expresses the ratio between the amount of available assets readily monetisable (cash and the readily liquidable securities held by the Group) and the net cash imbalance accumulated over a 30-day liquidity stress period, it is a quantitative liquidity standard designed to ensure that banks have sufficient high-quality liquid assets to cover expected net cash outflows over a 30-day liquidity stress period. Entities to which this standard applies (including the Group) must comply with 100% of the applicable LCR requirement. The LCR of the Group was 169.36% as at 30 June 2025 (189.69% on average during the 12-months period ended on 30 June 2025), 205.51% as at 31 December 2024 and 172.34% as at 31 December 2023.

The BCBS' NSFR is the 12-month structural liquidity indicator which corresponds to the ratio between the available amount of stable funding and the statutory amount of stable funding. It has been developed to provide a sustainable maturity structure of assets and liabilities such that banks maintain a stable funding profile in relation to their on- and off-balance sheet activities that reduces the likelihood that disruptions to a bank's regular sources of funding will erode its liquidity position in a way that could increase the risk of its failure. The EU Banking Reforms contain the implementation of the BCBS standard on NSFR in CRR II introducing some adjustments. The NSFR of the Group was 141.47% as at 30 June 2025 (144.20% on average during the 12-months period ended on 30 June 2025), 145.33% as at 31 December 2024 and 141.22% as at 31 December 2023.

Loss Absorbing Powers by the Relevant Resolution Authority under Law 11/2015 and the SRM Regulation

The BRRD (which has been implemented in Spain through Law 11/2015 and Royal Decree 1012/2015) is designed to provide authorities with a credible set of tools to intervene sufficiently early and quickly in unsound or failing credit institutions or investment firms (each an "**institution**") so as to ensure the continuity of the institution's critical financial and economic functions, while minimising the impact of an institution's failure on the economy and financial system.

In accordance with article 20 of Law 11/2015, an institution will be considered as failing or likely to fail in any of the following circumstances: (i) it is, or is likely in the near future to be, in significant breach of its solvency or any other requirements necessary for maintaining its authorisation; (ii) its assets are, or are likely in the near future to be, less than its liabilities; (iii) it is, or is likely in the near future to be, unable to pay its debts as they fall due; or (iv) it requires extraordinary public financial support (except in limited circumstances). The determination that an institution is no longer viable may depend on a number of factors which may be outside of that institution's control.

As provided in the BRRD, Law 11/2015 contains four resolution tools and powers which may be used alone or in combination where the FROB, the SRB established pursuant to the SRM Regulation, as the case may be and according to Law 11/2015 , the Bank of Spain or the CNMV, or any other entity with the authority to exercise any such tools and powers from time to time (each, a "**Relevant Resolution Authority**") as appropriate, considers that (a) an institution is failing or likely to fail, (b) there is no reasonable prospect that any alternative private sector measures would prevent the failure of such institution within a reasonable timeframe, and (c) a resolution action is in the public interest.

The four resolution tools are: (i) sale of business (which enables the Relevant Resolution Authority to direct the sale of the institution or the whole or part of its business on commercial terms); (ii) bridge institution (which enables the Relevant Resolution Authority to transfer all or part of the business of the institution to a "bridge institution" (an entity created for this purpose that is wholly or partially in public control)); (iii) asset separation (which enables the Relevant Resolution Authority to transfer certain categories of assets to one or more publicly owned 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 (which includes certain elements of the Spanish Bail-in Power (as defined below)). The bail-in tool is the ability of the Relevant Resolution Authority to write down (including to zero) and/or to convert into equity or other securities or obligations (which equity, securities and obligations could also be subject to any future application of the Spanish bail-in) certain unsecured debt claims (including instruments such as the Green Notes).

The "**Spanish Bail-in Power**" is 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 transposition of the BRRD, as amended from time to time, including, but not

limited to (i) Law 11/2015, as amended from time to time, (ii) Royal Decree 1012/2015, as amended from time to time, (iii) the SRM Regulation, as amended from time to time, and (iv) any other instruments, rules or standards made in connection with either (i), (ii) or (iii), pursuant to which any obligation of an institution can be reduced, cancelled, modified, or converted into shares, other securities, or other obligations of such institution or any other person (or suspended for a temporary period).

In accordance with article 48 of Law 11/2015 (and subject to any exclusions that may be applied by the Relevant Resolution Authority under article 43 of Law 11/2015), in the case of any application of the Spanish Bail-in Power to absorb losses and cover the amount of the recapitalisation, the sequence of any resulting write down or conversion shall be as follows: (i) CET1 items; (ii) the principal amount of Additional Tier 1 instruments; (iii) the principal amount of Tier 2 instruments; (iv) the principal amount of other subordinated claims that do not qualify as Additional Tier 1 capital or Tier 2 capital; and (v) the principal or outstanding amount of "bail-inable liabilities" (*pasivos susceptibles de recapitalización interna*) in accordance with the hierarchy of claims in normal insolvency proceedings (with "non-preferred" ordinary claims subject to the Spanish Bail-in Power after any subordinated claims against the Bank but before the other ordinary claims against the Bank). The order of this sequence is consistent with the hierarchy of claims in normal insolvency proceedings prescribed by the Insolvency Law read in conjunction with Additional Provision 14 of Law 11/2015.

In addition to the Spanish Bail-in Power, the BRRD, article 38 of Law 11/2015 and the SRM Regulation provide for the Relevant Resolution Authority to have the further power to permanently write down or convert into equity capital instruments and certain internal eligible liabilities at the point of non-viability of an institution or a group (the "**Non-Viability Loss Absorption**"). The point of non-viability of an institution is the point at which the Relevant Resolution Authority determines that the institution meets the conditions for resolution or that it will no longer be viable unless the relevant capital instruments and eligible liabilities are written down or converted into equity or extraordinary public support is to be provided and without such support the Relevant 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 Resolution Authority. Non-Viability Loss Absorption may be imposed prior to or in combination with any exercise of any other Spanish Bail-in Power or any other resolution tool or power (where the conditions for resolution referred to above are met).

In accordance with article 64.1(i) of Law 11/2015, the Relevant Resolution Authority has also the power to alter the amount of interest payable under debt instruments and other bail-inable liabilities of institutions subject to resolution proceedings and the date on which the interest becomes payable under the debt instrument (including the power to suspend payment for a temporary period).

Prudential treatment of NPLs

On 15 March 2018, the ECB published the addendum (the "**Addendum**") to the ECB guidance to banks on NPLs published on 20 March 2017 (the "**NPL Guidance**"). The Addendum specifies the ECB's supervisory expectations for prudent levels of provisions for new NPLs, it is non-binding but will serve as the basis for the supervisory dialogue between the significant banks and ECB banking supervision. The ECB assesses any differences between banks' practices and the prudential provisioning expectations laid out in the Addendum at least annually. During the supervisory dialogue, the ECB discusses with each bank divergences from the prudential provisioning expectations laid out in the addendum. After this dialogue and taking into account the bank's specific situation, the ECB decides, on a case-by-case basis, whether and which supervisory measures are appropriate. In addition, in a press release dated 11 July 2018, the ECB announced that, in order to address the stock of NPLs and with the aim of achieving the same coverage of NPL stock and flow over the medium term, it would set bank-specific supervisory expectations for the provisioning of NPLs.

As part of the EU Commission's package of measures aimed at addressing the risks related to high levels of NPLs in Europe, Regulation (EU) 2019/630 of the European Parliament and of the Council of 17 April 2019 amends CRR as regards minimum loss coverage for non-performing exposures ("**NPEs**"), introducing a clear set of conditions for the classification of NPEs. This regulation establishes clear criteria on the determination of NPEs, the concept of forbearance measures, deduction for NPEs and treatment of expected loss amounts.

In connection with the measures adopted in reaction to the COVID-19 outbreak in June 2020 and more specifically in connection with the measures announced by the ECB to ensure that its directly supervised banks can continue to fulfil their role to fund households and corporations, the ECB announced additional measures introducing supervisory flexibility regarding the treatment of NPLs, in particular to allow banks to fully benefit from guarantees and moratoriums put in place by public authorities to tackle the current distress. In light of that scenario, the EBA has also issued statements regarding the prudential framework in relation to the classification of loans in default, classification of exposures under the definition of forbearance or as defaulted under distressed restructuring, and their accounting treatment. In particular, the EBA has clarified that generalised payment delays due to legislative initiatives and addressed to all borrowers do not lead to any automatic classification in default, forborne or unlikeliness to pay (individual assessments of the likeliness to pay should be prioritized) and has clarified the requirements for public and private moratoria, which if fulfilled, are expected to help avoid the classification of exposures under the definition of forbearance or as defaulted under distressed restructuring.

Tax on Credit Institutions

On 21 December 2024, the Spanish Official Gazette (*Boletín Oficial del Estado*) published the Law 7/2024, of 20 December 2024, pursuant to which its ninth final provision contemplates the creation of a new tax on the net interest income and commissions of certain credit institutions in Spain (the "**Tax on Credit Institutions**"), including Kutxabank, effective for tax periods beginning on or after 1 January 2024. The Tax on Credit Institutions substitutes the temporary levy on credit institutions provided for in Law 38/2022, of 27 December 2022, which is void as from 1 January 2024.

The taxable base of the Tax on Credit Institutions would be the positive balance of net interest income, and the net commissions derived from the activity carried out in Spain (excluding those attributable to branches located abroad), reduced by EUR 100 million. The net taxable base cannot be negative, and the applicable tax rate varies between 1% and 7%. The Tax on Credit Institutions would not be deductible for corporate income tax nor non-resident income tax purposes, and will be applicable during the first three consecutive tax periods starting on or after 1 January 2024. The Tax on Credit Institutions had an annual impact on the Group in the year ended 31 December 2024 of EUR 76.2 million. Moreover, the Group estimates that the impact of the Tax on Credit Institutions in the year ending 31 December 2025 will be of EUR 35 million.

For more information see "*Risk Factors – Risks relating to the issuer and the group – The Group is subject to substantial regulation, and regulatory and governmental oversight*".

Code of Good Practices

On 24 November 2022, Royal Decree-Law 19/2022, of 22 of November 2022, came into force with the purpose of protecting certain mortgage debtors and prevent difficulties to make payments on their debt as a result of the rise in interest rates. Among other measures, Royal Decree-Law 19/2022 set up a new code of good practice (the "**New Code of Good Practice**") which was in force for a two-year period for the adoption of measures for mortgagors at risk of vulnerability due to rising interest rates, and amending the former Code of Good Practice established by Royal Decree-Law 6/2012. On 11 November 2024, among other measures, Royal Decree-Law 7/2024, extended the period of the New Code of Good Practice by 36 months from 14 November 2024.

The Kutxabank Group acceded to the New Code of Good Practice on 16 December 2022, which contemplates the application of the following measures to certain mortgage debtors: (i) the extension of the maturity of the loan for up to seven years with the option of applying a grace period of 12 months for payment of principal (provided that the outstanding principal of the loan will accrue interest at a rate representing a reduction of 0.5% of the net present value of the loan and the extension cannot result in a reduction of mortgage monthly payments below what was being paid on 1 June 2022); or (ii) a conversion of the loan to fixed rate. The novation of the loan as a result of any of such alternatives may not result in the maturity exceeding 40 years.

The accession of the Kutxabank Group to the New Code of Good Practice did not have a material impact for the Group.

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 Base Prospectus. 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 European covered bonds (premium) (*bonos garantizados europeos (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 relevant 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 register of the Issuer, all in accordance with the legislation in force in Spain, as of the date of this Base Prospectus.

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 and Public Sector Covered Bonds) to be in force in accordance with article 34 of Royal Decree-Law 24/2021.

On 8 July 2025, the Bank of Spain authorised the covered bond programmes of the Issuer for the issuance of Mortgage Covered Bonds and Public Sector Covered Bonds for an aggregate amount of EUR 5,000,000,000, and with a validity period expiring on 8 July 2028 (each of them the "**Covered Bond Programme**" and together the "**Covered Bonds Programmes**"). The Covered Bonds issued under the Programme will form part of the relevant Covered Bonds Programme and will be collaterised by the Cover Pool. The information contained in this Base Prospectus relating to the issuance of covered bonds is aligned in all material respects with the provisions contained in the relevant Covered Bonds Programme.

Cover pool

The Covered Bonds will be specially guaranteed by the assets of the relevant Cover Pool of the covered bond programmes of the Issuer for the issuance of Mortgage Covered Bonds and Public Sector Covered Bonds. Title IV of Royal Decree-Law 24/2021 sets forth the particular requirements of the assets that may be included in each Cover Pool depending on the nature of the Covered Bonds as follows:

Mortgage Covered Bonds

- In accordance with article 23 of Royal Decree-Law 24/2021, the cover pool for Mortgage Covered Bonds shall comprise the eligible primary assets listed in letters d) and f) of article 129.1 of CRR and which form part of the cover pool, the 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, all in

accordance with the legislation in force and the corresponding issue programme authorised by the Bank of Spain.

- Eligible primary assets include, among others, (i) 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% of the value of the pledged assets; or (ii) 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% of the value of the pledged properties. Loans secured by commercial immovable property are eligible where the loan-to-value ratio of 60% is exceeded up to a maximum level of 70% if the value of the total assets pledged as collateral for the covered bonds exceeds the nominal amount outstanding on the covered bond by at least 10%, and the holders' claim meets the legal certainty requirements set out in Chapter 4 of CRR. 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 CRR, the real estate mortgage securing the loans must be constituted with first ranking 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, resolutory 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.

- At the time of its incorporation into the cover pool, the loan secured by real estate mortgage may not exceed 60% of the appraisal value of the mortgaged property. In the case of residential real estate, the loan may reach 80% of the appraisal 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.

- The Mortgage Covered Bonds may be backed up to a limit of 10% of the principal amount by the following replacement assets

    (i) 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 CRR; and/or

    (ii) short-term deposits in credit institutions that comply with the provisions of article 129.1 (c) of CRR and the limits so provided.

- 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.

- In accordance with the first paragraph of article 129.3a of CRR, the Mortgage Covered Bonds must have a minimum level of legal overcollateralisation equivalent to at least 5% 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 Issuer has not established or assumed any contractual or voluntary level of collateralisation above the Legal Overcollateralisation requirement for the Cover Pool for Mortgage Covered Bonds.

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. This information will be published on the website of the Issuer at: https://www.kutxabank.com/cs/Satellite/kutxabank/en/investor_relations/fixed_income/covered-bonds .

As of September 2025, the level of overcollateralization of the Cover Pool for Mortgage Covered Bonds was 64.09%. Such level of overcollateralisation may vary and the Bank only commits to maintain the Legal Overcollateralisation and, if any, the contractual or voluntary level of collateralisation assumed from time to time.

As of the date of the Base Prospectus, the Issuer has not approved an independent policy for the management of derivative contracts for hedging purposes and replacement assets of the Cover Pool.

- The mortgaged property shall be insured against damage for at least the appraisal value and the credit claim linked to the insurance shall be included in the special register of the mortgage covered bond programme.
- The Issuer may not perform any of the following actions with respect to the loans included in the cover pool except with the express authorisation of the cover pool monitor of the relevant cover pool and subject to certain conditions:
    (i) voluntarily cancel such mortgages, for reasons other than the payment of the guaranteed loan;
    (ii) waive or make any compromises with respect to any amounts due;
    (iii) condone in whole or in part the guaranteed loan;
    (iv) in general, perform any act that diminishes the ranking, legal effectiveness or economic value of the mortgage or loan; or
    (v) postpone existing mortgages in its favour as security for loans.
- 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. An asset may not belong to two different cover pool and partial inclusion of assets in the cover pool is not permitted.
- The liquidity buffer of the relevant cover pool shall be comprised of the assets referred to in article 11 of Royal Decree-Law 24/2021 and shall be sufficient to cover the net liquidity outflow of each covered bond 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 cover pool 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 Covered Bonds shall comprise the following eligible primary assets listed in letter a) of article 129.1 of 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 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, all in accordance with the legislation in force and the corresponding issue programme authorised by the Bank of Spain.

- The Public Sector Covered Bonds may be backed up to a limit of 10% of the principal amount by the following replacement assets:

    (i) 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 CRR; and/or

    (ii) short-term deposits in credit institutions that comply with the provisions of article 129.1 (c) of CRR and the limits so provided.

- The Public Sector Covered Bonds must have the minimum level of Legal Overcollateralisation provided for in the first paragraph of article 129.3a of CRR. 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. As of the date of this Base Prospectus, the Issuer does not have outstanding Public Sector Covered Bonds and therefore the Cover Pool for Public Sector Covered Bonds has not yet been created.

- 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. This information will be published on the website of the issuer at: https://www.kutxabank.com/cs/Satellite/kutxabank/en/investor_relations/fixed_income/covered-bonds.

- The Issuer may not perform any of the actions referred to in article 23.7 of Royal Decree-Law 24/2021with respect to the loans included in the cover pool except with the express authorisation of the cover pool monitor of the relevant cover pool and subject to certain conditions.

- 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. An asset may not belong to two different cover pools and partial inclusion of assets in the cover pool is not permitted.

- The liquidity buffer of the relevant cover pool shall be sufficient to cover the net liquidity outflow of each covered bond 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 cover pool assets as set forth in Royal Decree-Law 24/2021.

Internal policies and procedures for the management and monitoring of the relevant Cover Pool

The Issuer has defined a general policy to govern the management and monitoring of the relevant Cover Pool, which was approved by its board of directors (the "**Policy**").

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

The Issuer must ensure that the liabilities of the covered bond programmes are backed at all times with Eligible Assets, complying in any case, and at all times, with the applicable legal overcollateralisation or contractual overcollateralisation levels. Compliance with these limits shall be monitored on an ongoing basis.

Only eligible assets meeting the eligibility conditions of the covered bond programmes shall be included in the relevant cover pool. Inclusion or exclusion of any eligible assets from the relevant cover pool or adoption of any legal action that may affect its effectiveness shall be contingent upon verification of compliance with applicable regulations, following authorisation from the cover pool monitor.

Only eligible assets that can be segregated may be included in the relevant cover pool and the Issuer shall maintain a special register of the eligible assets included in the relevant cover pool. For the purposes of article 1,922 and article 1,923 of the Spanish Civil Code and article 270.7 of the Insolvency Law, the registration of the Eligible Assets in the special register will permit: (a) the identification by the Issuer of all the eligible assets that form part of the relevant cover pool; and (b) the allocation of the registered Eligible Assets to secure the payment obligations under the covered bonds in accordance with article 6 of Royal Decree-Law 24/2021.

As of the date of this Base Prospectus, the Issuer has not approved any policy for the management of derivative contracts for hedging purposes and replacement assets of the relevant Cover Pool, or the maintenance of the liquidity buffer set forth in article 11 of Royal Decree-Law 24/2021.

The Cover Pool of each Covered Bond Programme will consist of eligible assets with different characteristics, including structural features, lifetime or risk profile in the Cover Pool. The Policy sets out rules aimed at preserving the granularity of the pool of Eligible Assets, as well as at identifying and addressing potential mismatches in maturities, lifetime and interest rates, as well as, where appropriate, exchange rates.

Cover pool special register

Pursuant to article 9 of Royal Decree-Law 24/2021, the Issuer has to keep a special register where each and every loan and, if applicable, the drawn portion of the loans, 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, if applicable, any rights derived from insurance against damages pursuant to article 23.6 of Royal Decree-Law 24/2021, 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:

- 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;
- they must be approved by the Issuer's management body; and
- 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.

Cover pool monitor 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 for each cover pool, which will act at all times in the interest of holders of covered bonds in respect of the relevant cover pool and whose function is to permanently monitor the cover pool associated with each covered bonds issue. The cover pool monitor is responsible for, among other things, authorising the entry and removal of assets included in the special register for each cover pool. The cover pool monitor may be external or internal, ad shall be appointed in accordance with the provisions of article 31 of Royal Decree-Law 24/2021.

Beka Finance, S.V., S.A. was appointed by the Issuer on 8 April 2022 as cover pool monitor of the covered bond programmes of the Issuer for the issuance of Mortgage Covered Bonds and Public Sector Covered Bonds. Beka Finance, S.V., S.A. was appointed for a minimum period of 3 years, which may be extended up to 10 years, and is duly authorised by the Bank of Spain to act as cover pool monitor. On 8 July 2025, the Bank extended Beka Finance, S.V., S.A.'s appointment as cover pool monitor for 3 additional years.

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.

Order of priority

The Covered Bonds incorporate the rights of holders of Covered Bonds as creditors against the Issuer and are obligations enforceable in accordance with 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 holders of Covered Bonds shall extend to the totality of the payment obligations associated with the Covered Bonds.

Holders of Covered Bonds 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 Spanish 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 Spanish 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, holders of Covered Bonds will be accorded the special privilege status established pursuant to paragraph 7 of article 270 of the Insolvency Law.

According to article 40.2 of Royal Decree-Law 247/2021, neither the insolvency of the Issuer nor the Issuer being subject to any resolution procedure shall:

- cause the automatic early termination of the payment obligations 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);
- entitle any holder of covered bonds to require the Issuer to redeem the covered bonds prior the maturity date or the extended final maturity date, as applicable;
- result in the suspension of the accrual of interest on the covered bonds; or
- result in the redemption or early termination or redemption of any derivative contracts included in the applicable cover pool.

Upon insolvency (*concurso*) or resolution of the Issuer, the special cover pool administrator will be appointed by the competent court after consultation with the Bank of Spain from among persons nominated by the FROB (in the event of insolvency (*concurso*) of the Issuer) or directly by the FROB in consultation with the Bank of

Spain (in the event of resolution of the Issuer). The special cover pool administrator will preserve the rights and interests of the holders and will oversee the management (in the event of resolution of the Issuer) or will manage (in the event of insolvency (*concurso*) of the Issuer) the covered bond programmes of the Issuer.

In addition, upon insolvency (*concurso*) of the Issuer, the assets of the relevant cover pool registered in the special register maintained by the Issuer will be materially segregated from the Issuer's assets and will form a separate estate without legal personality, which will be represented by the special cover pool administrator.

The segregation described above implies that the assets forming part of the applicable cover pool:

- do not form part of the insolvency estate of the Issuer (*masa del concurso*) until the claims of the holders of covered bonds and the relevant derivative counterparties (if any) and the expenses related to the maintenance and management of the separate assets of the relevant cover pool (and, if applicable, to its liquidation) are satisfied; and
- are protected against the rights of third parties and therefore 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 administrator shall determine that the assets in the relevant cover pool registered in the special register maintained by the Issuer, together with any corresponding liabilities, will be transferred to form a separate estate from the Issuer without legal personality.

Once any such asset transfer has been made, if the total value of the assets included in the relevant cover pool exceeds the total value of the liabilities in relation to such cover pool plus the legal, contractual or voluntary overcollateralisation and liquidity requirements, the special cover pool administrator may decide whether to continue with the management of those assets as separate estate without personality 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 administrator may determine that it is in the best interests of holders of covered bonds for the assets included in the relevant cover pool to be sold. This could result in holders of covered bonds receiving payment according to a different payment schedule than that contemplated by the terms of the covered bonds or the holders of covered bonds not receiving payment in full.

If the total value of the assets is less than the total value of the liabilities plus the legal, contractual or voluntary overcollateralisation and the liquidity requirement, the special cover pool administrator 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 holders of covered bonds cannot be fully settled against the applicable cover pool, holders of covered bonds will have a claim against the Issuer with the same priority as the other claims of the unsecured creditors. If, once the claims of holders of covered bonds 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 or public sector 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.

TAXATION

The following is a general description of certain Spanish tax considerations relating to the Securities. It does not purport to be a complete analysis of all tax considerations relating to the Securities whether in those countries or elsewhere. Prospective purchasers of Securities 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 Securities and receiving payments of interest, principal and/or other amounts under the Securities. This summary is based upon the law as in effect on the date of this Base Prospectus and is subject to any change in law that may take effect after such date.

Also investors should note that the appointment by an investor in Securities, or any person through which an investor holds Securities, of a custodian, collection agent or similar person in relation to such Securities in any jurisdiction may have tax implications. Investors should consult their own tax advisers in relation to the tax consequences for them of any such appointment.

Spanish tax considerations

The following summary describes the main Spanish tax implications arising in connection with the acquisition and holding of the Securities by individuals or entities who are the beneficial owners of the Securities. The information provided below does not purport to be a complete analysis of the tax law and practice currently applicable in Spain, and it is not intended to be, nor should it be construed to be, legal or tax advice, and does not address all the tax consequences applicable to all categories of investors, some of which (such as look through entities or Holders by reason of employment) may be subject to special rules.

All the tax consequences described in this section are based on the general assumption that the Securities are initially registered for clearance and settlement in Iberclear.

Prospective purchasers of the Securities should consult their own tax advisers as to the tax consequences, including those under the tax laws of the country of which they are resident, of purchasing, owning and disposing of the Securities.

This information has been prepared in accordance with the following Spanish tax legislation in force at the date of this Base Prospectus:

(a) of general application, the First Additional Provision of Law 10/2014, as well as Royal Decree 1065/2007, of 27 July, approving the General Regulations of the tax inspection and management procedures and developing the common rules of the procedures to apply taxes, as amended by Royal Decree 1145/2011 of 29 July ("**Royal Decree 1065/2007**");

(b) for individuals resident for tax purposes in Spain who are personal income tax ("**PIT**") taxpayers, Law 35/2006, of 28 November, on the PIT and on the partial amendment of the Corporate Income Tax Law, Non-Resident Income Tax Law and Wealth Tax Law, as amended (the "**PIT Law**"), and Royal Decree 439/2007, of 30 March, approving the PIT Regulations, as amended (the "**PIT Regulations**") by Royal Decree 633/2015, of 10 July, along with Law 19/1991, of 6 June, on Wealth Tax, as amended, and Law 29/1987, of 18 December, on Inheritance and Gift Tax, as amended, and Law 38/2022 of 27 December for the Law 38/2022 of 27 December for the establishment of temporary levies on energy and on financial credit institutions and introducing a temporary solidarity tax on large fortunes, as amended ("**Law 38/2022**" and "**Temporary Solidarity Tax on Large Fortunes**" respectively);

(c) for legal entities resident for tax purposes in Spain which are CIT taxpayers, the Law 27/2014, of 27 November, on the Corporate Income Tax (the "**CIT Law**"), and Royal Decree 634/2015, of 10 July, promulgating the CIT Regulations, as amended (the "**CIT Regulations**"); and

(d) for individuals and entities who are not resident for tax purposes in Spain which are Non-Resident Income Tax ("**NRIT**") taxpayers, Royal Legislative Decree 5/2004, of 5 March, promulgating the Consolidated Text of the NRIT Law, as amended ("**NRIT Law**") and Royal Decree 1776/2004, of 30 July, promulgating the NRIT Regulations, as amended ("**NRIT Regulations**") along with Law 19/1991, of 6 June, on Wealth Tax as amended and Law 29/1987, of 18 December, on Inheritance and Gift Tax, as amended, and Law 38/2022.

***Tax treatment of the* Securities**

Indirect taxation

Whatever the nature and residence of the Holder, the acquisition and transfer of Securities will be exempt from indirect taxes in Spain, i.e. exempt from Transfer Tax and Stamp Duty, in accordance with the Consolidated Text of such tax promulgated by Royal Legislative Decree 1/1993, dated 24 September 1993 and exempt from Value Added Tax, in accordance with Law 37/1992, dated 28 December 1992 regulating such tax.

Kutxabank understands that the Securities should be deemed as financial assets with an explicit yield for Spanish tax purposes, according to article 91 of the PIT Regulations and article 63 of the CIT Regulations.

Direct taxation

(a) Individuals with tax residency in Spain

Personal Income Tax (*Impuesto sobre la Renta de las Personas Físicas*)

Both interest periodically received and income derived from the transfer, redemption or repayment of the Securities constitute a return on investment obtained from the transfer of own capital to third parties in accordance with the provisions of Section 25.2 of the PIT Law, and must be included in each investor's savings income and taxed at the tax rate applicable from time to time, currently 19% for taxable income up to €6,000; 21% for taxable income between €6,000.01 and €50,000; 23% for taxable income between €50,000.01 and €200,000; and 27% for taxable income between €200,000.01 up to €300,000; and 30% for taxable income exceeding €300,000.

Income from the transfer of the Securities is computed as the difference between their transfer value and their acquisition or subscription value. Also, ancillary acquisition and disposal charges are taken into account, insofar as adequately evidenced, in calculating the income.

Negative income derived from the transfer of the Securities, in the event that the investor had acquired other homogeneous securities within the two months prior or subsequent to such transfer or exchange, shall be included in his or her PIT base as and when the remaining homogeneous securities are transferred.

When calculating the net income, expenses related to the management and deposit of the Securities will be deductible, excluding those pertaining to discretionary or individual portfolio management.

A (current) 19% withholding on account of PIT will be imposed by Kutxabank on interest payments as well as on income derived from the redemption or repayment of the Securities, by individual investors subject to PIT.

However, income derived from the transfer of the Securities should not be subject to withholding on account of PIT provided that the Securities are:

(i) registered by way of book entries; and

(ii) negotiated in a Spanish official secondary market (*mercado secundario oficial*), such as AIAF.

Notwithstanding the above, 19% withholding tax shall apply on the part of the transfer price that corresponds to the accrued interest when the transfer of the Securities takes place within the 30-day period prior to the moment in which such interest is due when the following requirements are fulfilled:

(i) the acquirer would be a non-resident or a CIT taxpayer;

(ii) the explicit yield derived from the Securities being transferred is exempt from withholding tax.

In any event, the individual holder may credit the withholding tax applied by Kutxabank against his or her final PIT liability for the relevant tax year.

Reporting Obligations

Kutxabank will comply with the reporting obligations set forth in the Spanish tax laws with respect to beneficial owners of the Securities that are individuals resident in Spain for tax purposes.

Wealth Tax (*Impuesto sobre el Patrimonio*) and Temporary Solidarity Tax on Large Fortunes (*Impuesto Temporal de Solidaridad a las Grandes Fortunas*)

According to Wealth Tax regulations (subject to any exceptions provided under relevant legislation in each autonomous region (*Comunidad Autónoma*), individuals with tax residency in Spain would be subject to Wealth Tax to the extent that their net worth exceeds €700,000 (subject to any exceptions provided under relevant legislation in an autonomous region (*Comunidad Autónoma*). Therefore, they should take into account the value of the Securities which they hold as of 31 December in each year, the applicable rates ranging between 0.2% and 3.5% although the final tax rates may vary depending on any applicable regional tax laws, and some reductions may apply.

Notwithstanding the above, the so-called "solidarity tax" was approved in December 2022, as a two-year direct wealth tax that, in general terms, applies, under certain conditions, to tax resident individuals whose wealth exceed €3 million. The amount payable for this tax could be reduced by the amount paid for Wealth Tax. Although the tax was initially created only to apply in fiscal years 2023 and 2024, the application of the tax has been extended indefinitely, by virtue of Royal Decree-law 8/2023 of December 27.

The rates of the "solidarity tax" are (i) 1.7% on a net worth between €3 million and €5 million, (ii) 2.1% on a net worth between €5 million and €10 million and (iii) 3.5% on a net worth of more than €10 million. Note that the regulation lays down a minimum exempt amount of €700,000.00 which means that its effective impact, in general, will occur when the net wealth, not tax exempt, are greater than €3.7 million. Prospective investors are advised to seek their own professional advice in this regard.

Inheritance and Gift Tax (*Impuesto sobre Sucesiones y Donaciones*)

Individuals with tax residency in Spain who acquire ownership or other rights over any Securities by inheritance, gift or legacy will be subject to inheritance and gift tax in accordance with the applicable Spanish regional or state rules. The applicable State's rates range between 7.65% and 81.6%, although the final tax rate may vary depending on any applicable regional tax laws. Some tax benefits could reduce the effective tax rate.

(b) Spanish tax resident legal entities

Corporate Income Tax (*Impuesto sobre Sociedades*)

Both interest periodically received and income derived from the transfer, redemption or repayment of the Securities are subject to CIT at the current general flat tax rate of 25%.

However, this general rate will not be applicable to all CIT taxpayers and, for instance, it will not apply to banking institutions (which will be taxed at the rate of 30%).

In addition, on 28 December 2021, Spain enacted Law 22/2021, of the General State Budget for 2022, which includes, among other measures, the regulation of a minimum effective tax rate introduced in the CIT Law and the NRIT Law with effects as of 1 January 2022 (i.e. the minimum net tax liability is 18% of the tax base for credit institutions).

No withholding on account of CIT will be imposed on interest payments or on income derived from the redemption or repayment of the Securities, by Spanish CIT taxpayers provided that certain requirements are met (including that the Iberclear Members that have the Securities registered in their securities account on behalf of third parties, as well as the entities that manage the clearing systems located outside Spain that have an agreement with Iberclear, provide Kutxabank, in a timely manner, with a duly executed and completed Payment Statement, as defined below). See "— *Compliance with Certain Requirements in Connection with Income Payments*". Otherwise, Kutxabank will withhold Spanish withholding tax at the applicable rate (currently 19%) on such payment of income on the Securities and Kutxabank will not pay additional amounts with respect to any such withholding.

With regard to income derived from the transfer of the Securities, in accordance with article 61.q of the CIT Regulations, there is no obligation to withhold on income derived from the Securities obtained by Spanish CIT taxpayers (which include Spanish tax resident investment funds and Spanish tax resident pension funds) provided that the Securities are:

(i) registered by way of book entries; and

(ii) negotiated in a Spanish official secondary market, such as AIAF.

Reporting Obligations

Kutxabank will comply with the reporting obligations set forth in the Spanish tax laws with respect to beneficial owners of the Securities that are legal persons or entities resident in Spain for tax purposes.

Wealth Tax (*Impuesto sobre el Patrimonio*) and Temporary Solidarity Tax on Large Fortunes (*Impuesto Temporal de Solidaridad a las Grandes Fortunas*)

Legal entities resident in Spain for tax purposes that acquire ownership or other rights over the Securities are not subject to Spanish Wealth Tax nor Temporary Solidarity Tax on Large Fortunes.

Inheritance and Gift Tax (*Impuesto sobre Sucesiones y Donaciones*)

Legal entities resident in Spain for tax purposes that acquire ownership or other rights over the Securities by inheritance, gift or legacy are not subject to the Inheritance and Gift Tax but generally must include the market value of the Securities in their taxable income for CIT purposes.

(c) Individuals and legal entities that are not tax resident in Spain

(i) Investors that are not resident in Spain for tax purposes, acting in respect of the Securities through a permanent establishment in Spain

Non-resident Income Tax (Impuesto sobre la Renta de no Residentes)

If the Securities form part of the assets affected to a permanent establishment in Spain of a person or legal entity that is not resident in Spain for tax purposes, the tax rules

applicable to income deriving from such Securities are, generally, the same as those set forth above for Spanish CIT taxpayers. See *"— Spanish tax resident legal entities – Corporate Income Tax (Impuesto sobre Sociedades)*".

Ownership of the Securities by investors who are not resident in Spain for tax purposes will not in itself create the existence of a permanent establishment in Spain.

Reporting Obligations

Kutxabank will comply with the reporting obligations set forth under Spanish tax laws with respect to beneficial owners of the Securities that are individuals or legal entities not resident in Spain for tax purposes and that act with respect to the Securities through a permanent establishment in Spain.

(ii) Investors that are not resident in Spain for tax purposes, not acting in respect of the Securities through a permanent establishment in Spain

Non-resident Income Tax (*Impuesto sobre la Renta de no Residentes*)

Both interest payments periodically received under the Securities and income derived from the transfer, redemption or repayment of the Securities, obtained by individuals or entities who are not resident in Spain for tax purposes and who do not act, with respect to the Securities, through a permanent establishment in Spain, are exempt from NRIT and therefore no withholding on account of NRIT will be levied on such income provided certain requirements are met. See *"—Compliance with Certain Requirements in Connection with Income Payments*".

In order to be eligible for the exemption from NRIT, certain requirements must be met (including that, in respect of interest payments from the Securities carried out by Kutxabank, the Iberclear Members that have the Securities registered in their securities account on behalf of third parties, as well as the entities that manage the clearing systems located outside Spain that have an agreement with Iberclear, provide Kutxabank, in a timely manner, with a duly executed and completed Payment Statement, as defined below), as set forth in article 44 of Royal Decree 1065/2007. See *"— Compliance with Certain Requirements in Connection with Income Payments*".

If the Iberclear Members fail or for any reason are unable to deliver a duly executed and completed Payment Statement to Kutxabank in a timely manner in respect of a payment of interest under the Securities, Kutxabank will withhold Spanish withholding tax at the applicable rate (currently 19%) on such payment of income on the Securities and Kutxabank will not pay additional amounts with respect to any such withholding.

A beneficial owner who is not resident in Spain for tax purposes and entitled to exemption from NRIT, but to whom payment was not exempt from Spanish withholding tax due to a failure on the delivery of a duly executed and completed Payment Statement to Kutxabank, will receive a refund of the amount withheld, with no need for action on the beneficial owner's part, if Kutxabank receives a duly executed and completed Payment Statement no later than the tenth calendar day of the month immediately following the relevant payment date.

In addition, beneficial owners of the Securities may apply directly to the Spanish tax authorities for any refund to which they may be entitled, according to the procedures set forth in the NRIT Law and its regulations.

Wealth Tax (*Impuesto sobre el Patrimonio*) and Temporary Solidarity Tax on Large Fortunes (*Impuesto Temporal de Solidaridad a las Grandes Fortunas*)

According to Wealth Tax regulations, non-Spanish resident individuals whose properties and rights located in Spain, or that can be exercised within the Spanish territory exceed €700,000 would be subject to Wealth Tax, the applicable rates ranging between 0.2% and 3.5% although some reductions may apply.

However, non-Spanish resident individuals will be exempt from Wealth Tax in respect of the Securities which income is exempt from NRIT as described above.

Individuals resident in a country with which Spain has entered into a double tax treaty in relation to the Wealth Tax would generally not be subject to such tax.

Individuals that are not resident in Spain for tax purposes may apply the rules approved by the autonomous region where the assets and rights with more value (i) are located, (ii) can be exercised or (iii) must be fulfilled.

Notwithstanding the above, the so-called "solidarity tax" was approved in December 2022, as a two-year direct wealth tax that applies, in general terms and under certain conditions, to those Non-Spanish tax resident individuals whose properties and rights are located in Spain, or that can be exercised within the Spanish territory. The amount payable for this tax could be reduced by the effective amount paid for Wealth Tax. Although the tax was initially created only to apply in fiscal years 2023 and 2024, the application of the tax has been extended indefinitely, by virtue of Royal Decree-law 8/2023 of December 27.

The rates of the "solidarity tax" are (i) 1.7% on a net worth between €3 million and €5 million, (ii) 2.1% on a net worth between €5 million and €10 million and (iii) 3.5% on a net worth of more than €10 million. Note that the regulation lays down a minimum exempt amount of €700,000.00 which means that its effective impact, in general, will occur when the net wealth, not tax exempt, are greater than €3.7 million. Prospective investors are advised to seek their own professional advice in this regard.

Non-Spanish resident legal entities are not subject to Wealth Tax nor the so-called "solidarity tax".

Inheritance and Gift Tax (*Impuesto sobre Sucesiones y Donaciones*)

Individuals who do not have tax residency in Spain who acquire ownership or other rights over the Securities by inheritance, gift or legacy, and who reside in a country with which Spain has entered into a double tax treaty in relation to inheritance and gift tax will be subject to the relevant double tax treaty.

If no treaty for the avoidance of double taxation in relation to Inheritance and Gift Tax applies, applicable State's Inheritance and Gift Tax rates would range between 7.65% and 81.6%, , although the final tax rate may vary depending on any applicable laws and relevant factors.

Generally, non-Spanish tax resident individuals are subject to Inheritance and Gift Tax according to the rules set forth in the Spanish state level or relevant autonomous region law. As such, prospective investors should consult their tax advisers.

Non-Spanish resident legal entities which acquire ownership or other rights over the Securities by inheritance, gift or legacy are not subject to inheritance and gift tax. They will be subject to NRIT. If the legal entity is resident in a country with which Spain has entered into a double tax treaty, the provisions of such treaty will apply. In general, double-tax treaties provide for the taxation of this type of income in the country of residence of the beneficiary.

(d) Compliance with certain requirements in connection with income payments

As described under "*— Spanish tax resident legal entities — Corporate Income Tax (Impuesto sobre Sociedades)*", "*— Individuals and legal entities that are not tax resident in Spain*", provided the conditions set forth in Law 10/2014 are met, income payments made by Kutxabank in respect of the Securities for the benefit of Spanish CIT taxpayers, or for the benefit of non-Spanish tax resident investors will not be subject to Spanish withholding tax, provided that the Iberclear Members that have the Securities registered in their securities account on behalf of third parties, as well as the entities that manage the clearing systems located outside Spain that have an agreement with Iberclear, if applicable, provide Kutxabank, in a timely manner, with a duly executed and completed statement (a "**Payment Statement**") (which is attached as Annex I), in accordance with section 4 of article 44 of Royal Decree 1065/2007 containing the following information:

(i) Identification of the Securities.

(ii) Total amount of the income paid by Kutxabank.

(iii) Amount of the income corresponding to individual residents in Spain that are PIT taxpayers.

(iv) Amount of the income that must be paid on a gross basis.

If the Iberclear Members fail or for any reason are unable to deliver a duly executed and completed Payment Statement to Kutxabank in a timely manner in respect of a payment of income made by Kutxabank under the Securities, such payment will be made net of Spanish withholding tax, currently at the rate of 19%. If this were to occur, affected beneficial owners will receive a refund of the amount withheld, with no need for action on their part, if the Iberclear Members submit a duly executed and completed Payment Statement to Kutxabank no later than the tenth calendar day of the month immediately following the relevant payment date. In addition, beneficial owners may apply directly to the Spanish tax authorities for any refund to which they may be entitled, according to the procedures set forth in the Spanish NRIT Law.

In the case of Zero Coupon Notes with a maturity of 12 months or less, the information obligations established in article 44 of Royal Decree 1065/2007 (see above) will have to be complied with upon the redemption or repayment of the Zero Coupon Notes.

In respect of Zero Coupon Notes with a longer term than 12 months, if the Spanish tax authorities consider that the information obligations established in article 44 of Royal Decree 1065/2007 must also be complied with for, or that the holder of such notes shall provide the Issuer with a legally required certificate issued by the Spanish financial institution or established in Spain that intervenes in their reimbursement (accrediting the prior acquisition of the notes and the corresponding acquisition price) or a certificate of tax residence issued by the tax authorities of the country of its tax residence if the holder of such notes is non-Spanish resident (such certificates currently being valid for a period of one year since the date of issuance), the Issuer will, prior to the redemption or repayment of such notes, adopt the necessary measures with the Clearing Systems in order to ensure its compliance with such information obligations as may be required by the Spanish tax authorities from time to time. Prospective investors

should consult their own tax advisers as to the tax consequences and, in particular, the withholding tax obligations set forth under the Spanish regulations in relation to the Zero Coupon Notes (including, among others, its acquisition, tenancy, repayment, redemption and disposition).

Prospective investors should note that Kutxabank does not accept any responsibility relating to the lack of delivery of a duly executed and completed Payment Statement by the Iberclear Members in connection with each payment of income under the Securities. Accordingly, Kutxabank 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 income payments are nonetheless paid net of Spanish withholding tax because the Payment Statement was not duly delivered to Kutxabank. Moreover, Kutxabank will not pay any additional amounts with respect to any such withholding tax.

The proposed financial transactions tax ("FTT")

On 14 February 2013, the European Commission published a proposal (the "**Commission's proposal**") for a Directive for a common FTT in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia (the "**participating Member States**"). However, Estonia has ceased to participate.

The Commission's proposal has very broad scope and could, if introduced, apply to certain dealings in the Securities (including secondary' market transactions) in certain circumstances.

Under the Commission's proposal, FTT could apply in certain circumstances to persons both within and outside of the participating Member States. Generally, it would apply to certain dealings in the Securities where at least one party is a financial institution, and at least one party is established in a participating Member State. A financial institution may be, or be deemed to be, "established" in a participating Member State in a broad range of circumstances, including (a) by transacting with a person established in a participating Member State or (b) where the financial instrument which is subject to the dealings is issued in a participating Member State.

However, the FTT proposal remains subject to negotiation between participating Member States. It may therefore be altered prior to any implementation, the timing of which remains unclear. Additional EU Member States may decide to participate.

Prospective holders of the Securities are advised to seek their own professional advice in relation to the FTT.

Spanish FTT

The FTT Law was published in the Spanish Official Gazette (*Boletín Oficial del Estado*) on 16 October 2020. The Spanish FTT came into force three months after the publication of the FTT Law in the Spanish Official Gazette (that is, on 16 January 2021).

Spanish FTT will charge a 0.2% rate on specific acquisitions of listed shares issued by Spanish companies whose market capitalization exceeds €1 billion, regardless of the jurisdiction of residence of the parties involved in the transaction.

For the purposes of transactions closed during 2025, the Spanish tax authorities issued a list of entities whose market capitalization exceeded €1 billion as of 1 December 2024, that will fall within the scope of the Spanish FTT in 2025. The Issuer was not included in such list.

This being said, the Spanish FTT would not apply in relation to the Securities since (i) the Spanish FTT only applies on the acquisition of shares of certain Spanish companies, so while the Securities are not affected by such tax; and (ii) transactions in the primary market and initial public offerings are exempt from the Spanish FTT. However, it may subject other transactions involving the transfer of ordinary shares in the future depending on the market capitalization of the Issuer and other factors.

As such, prospective investors should consult their tax advisers in relation to the Spanish FTT.

FATCA

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986, commonly known as FATCA, a "foreign financial institution" 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. Kutxabank may be a foreign financial institution for these purposes. A number of jurisdictions (including the jurisdiction of Kutxabank) 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 the Securities, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Securities, 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 the Securities, such withholding would not apply prior to the date that is two years after the publication of the final regulations defining "foreign passthru payment". Holders should consult their own tax advisors regarding how these rules may apply to their investment in *the* Securities. In the event any withholding would be required pursuant to FATCA or an IGA with respect to payments on the Securities, no person will be required to pay additional amounts as a result of the withholding.

Set out below is Annex I. Sections in English have been translated from the original Spanish and such translations constitute direct and accurate translations of the Spanish language text. In the event of any discrepancy between the Spanish language version of the certificate contained in Annex I and the corresponding English translation, the Spanish tax authorities will give effect to the Spanish language version of the relevant certificate only.

The language of the Base Prospectus is English. Any foreign language text that is included with or within this document has been included for convenience purposes only and does not form part of this Base Prospectus

ANNEX I

Anexo al Reglamento General de las actuaciones y los procedimientos de gestión e inspección tributaria y de desarrollo de las normas comunes de los procedimientos de aplicación de los tributos, aprobado por Real Decreto 1065/2007

Modelo de declaración a que se refieren los apartados 3, 4 y 5 del artículo 44 del Reglamento General de las actuaciones y los procedimientos de gestión e inspección tributaria y de desarrollo de las normas comunes de los procedimientos de aplicación de los tributos

Annex to Royal Decree 1065/2007, of 27 July, approving the General Regulations of the tax inspection and management procedures and developing the common rules of the procedures to apply taxes

Declaration form referred to in paragraphs 3, 4 and 5 of article 44 of the General Regulations of the tax inspection and management procedures and developing the common rules of the procedures to apply taxes

Don (nombre), con número de identificación fiscal ( )(1), en nombre y representación de (entidad declarante), con número de identificación fiscal ( )(1) y domicilio en ( ) en calidad de (marcar la letra que proceda):

Mr. (name), with tax identification number ( )(1), in the name and on behalf of (entity), with tax identification number ( )(1) and address in ( ) as (function – mark as applicable):

(a) Entidad Gestora del Mercado de Deuda Pública en Anotaciones.

(a) Management Entity of the Public Debt Market in book-entry form.

(b) Entidad que gestiona el sistema de compensación y liquidación de valores con sede en el extranjero.

(b) Entity that manages the clearing and settlement system of securities resident in a foreign country.

(c) Otras entidades que mantienen valores por cuenta de terceros en entidades de compensación y liquidación de valores domiciliadas en territorio español.

(c) Other entities that hold securities on behalf of third parties within clearing and settlement systems domiciled in the Spanish territory.

(d) Agente de pagos designado por el emisor.

(d) Issuing and Paying Agent appointed by Kutxabank.

Formula la siguiente declaración, de acuerdo con lo que consta en sus propios registros:

Makes the following statement, according to its own records:

1. En relación con los apartados 3 y 4 del artículo 44:

1. In relation to paragraphs 3 and 4 of article 44:

1.1 Identificación de los valores .....

1.1 Identification of the securities.....

1.2 Fecha de pago de los rendimientos (o de reembolso si son valores emitidos al descuento o segregados) .....

1.2 Income payment date (or refund if the securities are issued at discount or are segregated)

1.3 Importe total de los rendimientos (o importe total a reembolsar, en todo caso, si son valores emitidos al descuento o segregados).....

1.3 Total amount of income (or total amount to be refunded, in any case, if the securities are issued at discount or are segregated) .....

1.4 Importe de los rendimientos correspondiente a contribuyentes del Impuesto sobre la Renta de las Personas Físicas, excepto cupones segregados y principales segregados en cuyo reembolso intervenga una Entidad Gestora .....

1.4 Amount of income corresponding to Personal Income Tax taxpayers, except segregated coupons and segregated principals for which reimbursement an intermediary entity is involved .

1.5 Importe de los rendimientos que conforme al apartado 2 del artículo 44 debe abonarse por su importe íntegro (o importe total a reembolsar si son valores emitidos al descuento o segregados).

1.5 Amount of income which according to paragraph 2 of article 44 must be paid gross (or total amount to be refunded if the securities are issued at discount or are segregated).

2 En relación con el apartado 5 del artículo 44.

2 In relation to paragraph 5 of article 44.

2.1 Identificación de los valores .....

2.1 Identification of the securities.....

2.2 Fecha de pago de los rendimientos (o de reembolso si son valores emitidos al descuento o segregados) .....

2.2 Income payment date (or refund if the securities are issued at discount or are segregated) .....

2.3 Importe total de los rendimientos (o importe total a reembolsar si son valores emitidos al descuento o segregados.....

2.3 Total amount of income (or total amount to be refunded if the securities are issued at discount or are segregated) .....

2.4 Importe correspondiente a la entidad que gestiona el sistema de compensación y liquidación de valores con sede en el extranjero A.

2.4 Amount corresponding to the entity that manages the clearing and settlement system of securities resident in a foreign country A.

2.5 Importe correspondiente a la entidad que gestiona el sistema de compensación y liquidación de valores con sede en el extranjero B.

2.5 Amount corresponding to the entity that manages the clearing and settlement system of securities resident in a foreign country B.

2.6 Importe correspondiente a la entidad que gestiona el sistema de compensación y liquidación de valores con sede en el extranjero C.

2.6 Amount corresponding to the entity that manages the clearing and settlement system of securities resident in a foreign country C.

Lo que declaro en……a … de……de …

I declare the above in …… on the … of …… of …

(1) En caso de personas, físicas o jurídicas, no residentes sin establecimiento permanente se hará constar el número o código de identificación que corresponda de conformidad con su país de residencia

(1) In case of non-residents (individuals or corporations) without permanent establishment in Spain it shall be included the number or identification code which corresponds according to their country of residence.

SUBSCRIPTION AND SALE

Securities may be sold from time to time by the Issuer to any one or more dealers.

If in the case of any Tranche the method of distribution is an agreement between the Issuer and a single dealer for that Tranche to be issued by the Issuer and subscribed by that dealer, the method of distribution will be described in the relevant Final Terms as "Non-Syndicated" and the name of that dealer and any other interest of that dealer which is material to the issue of that Tranche beyond the fact of the appointment of that dealer will be set out in the relevant Final Terms. If in the case of any Tranche the method of distribution is an agreement between the Issuer and more than one dealer for that Tranche to be issued by the Issuer and subscribed by those dealers, the method of distribution will be described in the relevant Final Terms as "Syndicated", the obligations of those dealers to subscribe the relevant Securities will be joint and several and the names and addresses of those dealers and any other interests of any of those dealers which is material to the issue of that Tranche beyond the fact of the appointment of those dealers (including whether any of those dealers has also been appointed to act as Stabilising Manager in relation to that Tranche) will be set out in the relevant Final Terms.

Any such agreement will, inter alia, make provision for the terms and conditions of the relevant Securities, the price at which such Securities will be subscribed by the dealer(s) and the commissions or other agreed deductibles (if any) payable or allowable by the Issuer in respect of such subscription. The Dealer Agreement makes provision for the appointment of additional or other dealers either generally in respect of the Programme or in relation to a particular Tranche.

Selling Restrictions

Prohibition of Sales to EEA retail investors

Each dealer 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 Securities which are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms in relation thereto to any retail investor in the EEA:

(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 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;

Spain

The Securities may not be sold or distributed, nor may any subsequent resale of Securities be carried out in Spain other than by institutions authorised under the consolidated text of the Spanish Securities Markets and Investment Services Law and related legislation to provide investment services in Spain, and except in compliance with the provisions of the Prospectus Regulation and the Spanish Securities Markets and Investment Services Law.

Each dealer will be required to represent and agree, that the offers of Securities in Spain have been and will only be directed specifically at or made to professional clients (*clientes profesionales*) as defined in article 194 of the Spanish Securities Markets and Investment Services Law and eligible counterparties (*contrapartes elegibles*) as defined in article 196 of the Spanish Securities Markets and Investment Services Law.

Prohibition of Sales to UK retail investors

Each dealer 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 Securities which are the subject of this Base Prospectus as completed by the Final Terms thereto in relation thereto to any retail investor in the United Kingdom.

For the purposes of this provision, the expression "**retail investor**" means a person who is neither:

(i) a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; nor

(ii) a qualified investor as defined in paragraph 15 of Schedule 1 to the POATRs.

United Kingdom

Each dealer will be required to represent and agree, that:

(a) ***No deposit-taking***: in relation to any Securities which have a maturity of less than one year:

(i) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business; and

(i) it has not offered or sold and will not offer or sell any Securities other than to persons:

(A) whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or as agent) for the purposes of their businesses; or

(B) who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses,

where the issue of the Securities would otherwise constitute a contravention of Section 19 of the FSMA by the Issuer

(b) ***Financial promotion***: 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 Security in circumstances in which section 21(1) of the FSMA does not apply to the Issuer, and

(c) ***General compliance***: it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Security in, from or otherwise involving the United Kingdom.

United States of America

The Securities have not been and will not be registered under the Securities Act and 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 the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S.

The Securities 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 United States Internal Revenue Code and regulations thereunder.

Each will be required to represent and agree, that, it will not offer, sell or deliver Securities, (i) as part of their distribution at any time or (ii) otherwise until 40 days after the completion of the distribution of the Securities comprising the relevant Tranche within the United States or to, or for the account or benefit of, U.S. persons,

and such dealer will have sent to each dealer to which it sells Securities during the distribution compliance period relating thereto a confirmation or other notice setting forth the restrictions on offers and sales of the Securities within the United States or to, or for the account or benefit of, U.S. persons.

In addition, until 40 days after the commencement of the offering of Securities comprising any Tranche, any offer or sale of Securities within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act.

Belgium

Each dealer will be required to agree not be advertised to any individual in Belgium qualifying as a consumer within the meaning of article I.1 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 Securities, and that it has not distributed, and will not distribute, any prospectus, memorandum, information circular, brochure or any similar documents in relation to the Securities, directly or indirectly, to any Belgian Consumer.

Switzerland

The offering of the Securities in Switzerland is exempt from requirement to prepare and publish a prospectus under the Swiss Financial Services Act (**"FinSA**"). This Base Prospectus does not constitute a prospectus pursuant to the FinSA, and no such prospectus has been or will be prepared for or in connection with the offering of the Securities.

France

Each dealer will be required to represent and agree, that it has only offered or sold and will only offer or sell, directly or indirectly, any Securities in France to, and that it has only distributed or caused to be distributed and will only distribute or cause to be distributed in France, the Base Prospectus, the relevant Final Terms or any other offering material relating to the Securities to qualified investors as defined in article 2(e) of the Prospectus Regulation.

Republic of Italy

The offering of the Securities has not been registered with the Commissione Nazionale per le Società e la Borsa ("**CONSOB**") pursuant to Italian securities legislation, and, accordingly, no Securities may be offered, sold or delivered, nor may copies of this Base Prospectus (including, without limitation, any supplement to the Base Prospectus) or of any other document relating to any Securities be distributed in the Republic of Italy ("**Italy**"), except, in accordance with any Italian securities, tax and other applicable laws and regulations.

Each dealer will be required to represent and agree, that, except as permitted by the Dealer Agreement, it has not offered, sold or delivered, and will not offer, sell or deliver any Securities or distribute any copy of this Base Prospectus or any other document relating to the Securities in 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 24 February 1998, as amended (the "**Financial Services Act**") and/or Italian CONSOB regulations; or

(b) in other circumstances which are exempted from the rules on public offerings pursuant to article 1 of the Prospectus Regulation, article 34-ter of CONSOB Regulation No. 11971 of 14 May 1999, as amended from time to time, and the applicable Italian laws.

In any event, any offer, sale or delivery of the Securities or distribution of copies of this Base Prospectus (including, without limitation, any supplement to the Base Prospectus) or any other document relating to the Securities in Italy under (a) or (b) above must:

(a) be made by an investment firm, bank or financial intermediary permitted to conduct such activities in the Italy in accordance with the Financial Services Act, CONSOB Regulation No. 20307 of 15 February 2018 (as amended from time to time) and Legislative Decree No. 385 of 1 September 1993, as amended (the "**Banking Act**"); and

(b) 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 Banking Act and the implementing guidelines of the Bank of Italy, as amended from time to time) and/or any other Italian authority.

General

Each dealer will be required to represent and agree, that it has complied and will comply with all applicable laws and regulations in each country or jurisdiction in which it purchases, offers, sells or delivers Securities or possesses, distributes or publishes this Base Prospectus or any other offering material relating to the Securities.

Persons into whose hands this Base Prospectus comes are required by Kutxabank to comply with all applicable laws and regulations in each country or jurisdiction in which they purchase, offer, sell or deliver Securities or possess, distribute or publish this Base Prospectus or any other offering material relating to the Securities, in all cases at their own expense.

MARKET INFORMATION

Summary of clearing and settlement procedures

Below is a brief summary of the Spanish clearance and settlement procedures applicable to book-entry securities such as the Securities of Kutxabank.

Iberclear and BME Clearing

Iberclear is the Spanish central securities depository in charge of both the register of securities held in book-entry form, and the settlement of all trades from the Spanish Stock Exchanges, Latibex (the Latin American stock exchange denominated in Euro), the Alternative Stock Market (BME Growth), Alternative Fixed Income Market (MARF) and AIAF. To achieve this, Iberclear uses the technical platforms named ARCO.

Iberclear is owned by BME Bolsas y Mercados Españoles, Sociedad Holding de Mercados y Sistemas Financieros, S.A. ("**BME**"), a holding company controlled by SIX Group, which holds a 100% interest in each of the Spanish official secondary markets and settlement systems. The corporate address of Iberclear is Plaza de la Lealtad 1, 28014 Madrid, Spain.

The securities recording system of Iberclear is a two tier registry: the keeping of the central record corresponds to Iberclear and the keeping of the detail records correspond to the participating entities (*entidades participantes*) in Iberclear.

Access to become a participating entity is restricted to (i) credit institutions, (ii) investment services companies which are authorised to render custody and administration of financial instruments, (iii) the Bank of Spain, (iv) the General Administration and the General Social Security Treasury, (v) other duly authorised central securities depositories and central clearing counterparties and (vi) other public institutions and private entities when expressly authorised to become a participating entity in central securities depositories.

The central registry managed by Iberclear reflects (i) one or several proprietary accounts which show the balances of the participating entities' proprietary accounts; (ii) one or several general third-party accounts that will show the overall balances that the participating entities hold for third parties; (iii) individual accounts opened in the name of the owner, either individual or legal person; and (iv) individual special accounts of financial intermediaries which use the optional procedure of settlement of orders. Each participating entity, in turn, maintains the detail records of the owners of the securities or the shares held in their general third-party accounts.

According to the above, Spanish law considers the owner of the securities to be:

- the participating entity appearing in the records of Iberclear as holding the relevant securities in its own name;
- the investor appearing in the records of the participating entity as holding the securities; or
- the investor appearing in the records of Iberclear as holding securities in a segregated individual account.

The settlement and book-entry registration platform managed by Iberclear, which operates under the trade name of ARCO (for both equity securities and fixed-income securities as from September 2017), receives the settlement instructions from AIAF and forwards them to the relevant participating entities involved in each transaction. ARCO operates under a T+2 settlement standard, by which any transactions must be settled within two business days following the date on which the transaction was completed.

To evidence title to securities, at the owner's request the relevant participating entity must issue a legitimation certificate (*certificado de legitimación*). If the owner is a participating entity or a person holding securities in a

segregated individual account, Iberclear is in charge of the issuance of the certificate regarding the securities held in their name.

Market Information in relation to the Securities

Iberclear settlement of securities traded in AIAF

Iberclear and the participating entities (*entidades participantes*) in Iberclear have the function of keeping the book-entry register of securities traded on AIAF.

Securities traded in AIAF are fixed income securities, including corporate bonds (for example, medium term notes and mortgage bonds) and bonds issued by the Spanish Treasury and Spanish regions, among others, represented either in a dematerialised form or by certificates.

In the AIAF settlement system, transactions may be settled spot, forward (settlement date more than five days after the relevant trade date), with a repurchase agreement on a fixed date and double or simultaneous transactions (two trades in opposite directions with different settlement dates).

The settlement system used for securities admitted for trading in AIAF is the Model 1 delivery versus payment system, as per the classification of the Bank for International Settlements: that is, it is a "transaction-to-transaction" cash and securities settlement system with simultaneity in its finality.

Transactions are settled on the stock-exchange business day agreed by participants at the moment of the trade.

Euroclear and Clearstream

Investors who do not have, directly or indirectly through their participating entities (custodians), a participating securities account with Iberclear or their participating entities may hold their investment in the Securities through bridge accounts maintained by each of Euroclear Bank SA/NV and Clearstream Banking, S.A. with participating entities in Iberclear.

GENERAL INFORMATION

Responsibility statement

Kutxabank and the undersigned, Mr. Íñigo López Tapia, acting in the name and on behalf of Kutxabank, in his capacity as Capital Markets and Investors Relations Manager of Kutxabank, and acting under a special power of attorney granted by the resolutions of the Board of Directors of Kutxabank passed on 27 November 2025, accepts responsibility for the information contained in this Base Prospectus and declares, to the best of his knowledge, that the information contained in this Base Prospectus is in accordance with the facts and that the Base Prospectus contains no omissions likely to affect its import.

Authorization

The establishment of the Programme was authorised by: (i) the resolutions of the Board of Directors of the Issuer passed on 27 November 2025; and (ii) the resolutions of the General Shareholders' Meeting of the Issuer passed on 1 October 2021. The Issuer has obtained or will obtain from time to time all necessary consents, approvals and authorisations in connection with the issue and performance of its obligations under the Securities.

Significant/material change and trend information

Since the date of the last published audited consolidated financial report of the Issuer incorporated by reference in this Base Prospectus, there has been no material adverse change in the prospects of the Bank.

Since the date of the last published financial report of the Issuer incorporated by reference in this Base Prospectus, there has been no significant change in the financial performance or in the financial position of the Group. In addition, since the date of the last published financial report of the Issuer incorporated by reference in this Base Prospectus, there has been no recent event that is relevant for assessing the solvency of the Issuer.

Independent auditors

The Spanish-language standalone and consolidated financial reports of the Bank have been audited without qualification, modification of opinion, disclaimer or an emphasis of matter for each of the years ended 31 December 2024 and 31 December 2023 by PricewaterhouseCoopers Auditores, S.L. PricewaterhouseCoopers Auditores, S.L.'s office is at Paseo de la Castellana, 259 B, Torre PwC, 28046 Madrid (Spain) and is registered with the Official Registry for Auditors (*Registro Oficial de Auditores de Cuentas (ROAC)*) under number S0242.

PricewaterhouseCoopers Auditores, S.L., as auditors of the Issuer, have not resigned, been removed or have not been re-appointed during the periods covered by the 2025 Consolidated First Semester Interim Financial Reports, the 2024 Consolidated Financial Reports and the 2023 Consolidated Financial Reports.

Third party information

Information included in this Base Prospectus sourced from a third party has been accurately reproduced, and so far as Kutxabank is aware and is able to ascertain from information published by such third party, no facts have been omitted which would render the reproduced information inaccurate or misleading.

Other than the audit reports referred to above, this Base Prospectus does not contain any statement or report attributed to a third-party acting in its condition as independent expert.

Approval of financial information

The 2024 Consolidated Financial Reports were approved by the General Shareholders' Meeting of Kutxabank held on 30 May 2025.

The 2023 Consolidated Financial Reports were approved by the General Shareholders' Meeting of Kutxabank held on 28 June 2024.

Documents on display

Electronic copies of the bylaws (*estatutos sociales*) of Kutxabank (as the same may be updated from time to time) may be inspected on Kutxabank's website (https://www.kutxabank.com/cs/Satellite?blobcol=urldata&blobheader=application%2Fpdf&blobheadername1=Expires&blobheadername2=content-type&blobheadername3=MDT-Type&blobheadername4=Content-disposition&blobheadervalue1=Thu%2C+10+Dec+2020+16%3A00%3A00+GMT&blobheadervalue2=application%2Fpdf&blobheadervalue3=abinary%3Bcharset%3DUTF-8&blobheadervalue4=inline%3B+filename%3D%222022-11-30+Estatutos+Kutxabank+%28versi%C3%B3n+limpia%29.pdf%22&blobkey=id&blobtable=MungoBlobs&blobwhere=1312356144817&ssbinary=true) for the 12 months from the date of this Base Prospectus.

For avoidance of doubt, the information contained on the corporate website of Kutxabank does not form part of this Base Prospectus.

Material contracts

There are no material contracts that are not entered into in the ordinary course of Kutxabank's business which could result in any member of the Group being under an obligation or entitlement that is material to Kutxabank's ability to meet its obligations in respect of the Securities.

Issue Price and Yield

Securities may be issued at any price. The issue price of each Tranche to be issued under the Programme will be determined by the Issuer and the relevant dealer(s) at the time of issue in accordance with prevailing market conditions and the issue price of the relevant Securities or the method of determining the price and the process for its disclosure will be set out in the relevant Final Terms. In the case of different Tranches of a Series of Securities, the issue price may include accrued interest in respect of the period from the interest commencement date of the relevant Tranche (which may be the issue date of the first Tranche of the Series or, if interest payment dates have already passed, the most recent interest payment date in respect of the Series) to the issue date of the relevant Tranche.

The yield of each Tranche set out in the relevant Final Terms will be calculated as of the relevant issue date on an annual or semi-annual basis using the relevant issue price. It is not an indication of future yield.

Listing

Application may be made for Securities issued under the Programme to be listed on AIAF. Securities may be listed or admitted to trading, as the case may be, on other or further stock exchanges or markets (either Spanish, European or non-European, including regulated markets, multilateral trading facilities or any other organised markets) agreed between the Issuer and the relevant dealers in relation to the Series. The relevant Final Terms will state on which stock exchanges and/or markets the relevant Securities are to be listed and/or admitted to trading. No unlisted Securities may be issued under the Programme.

The Issuer shall procure the admission to trading of the Securities issued under the Programme within a maximum period of 30 days from the issue date of the relevant issuance.

Paying agency

For Securities listed on AIAF, all payments under the Terms and Conditions will be carried out directly by Kutxabank through Iberclear. The corporate address of Iberclear is Plaza de la Lealtad 1, 28014 Madrid, Spain.

Stabilisation

In connection with the issue of any Tranche, the dealer or dealers (if any) named as the Stabilising Manager(s) (or persons acting on behalf of any Stabilising Manager(s)) in the relevant Final Terms may over allot Securities or effect transactions with a view to supporting the market price of the Securities 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 terms of the offer of the relevant Tranche 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 and 60 days after the date of the allotment of the relevant Tranche. Any stabilisation action or over-allotment must be conducted by the relevant Stabilising Manager(s) (or person(s) acting on behalf of any Stabilising Manager(s)) in accordance with all applicable laws and rules.

Conflicts of Interest

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 services for the Issuer and its affiliates in the ordinary course of business. Certain of the dealers and their affiliates may have positions, deal or make markets in the Securities issued under the Programme, related derivatives and reference obligations, including (but not limited to) entering into hedging strategies on behalf of the Issuer and its affiliates, investor clients, or as principal in order to manage their exposure, their general market risk, or other trading activities or may provide or arrange financing and other financial services to other companies that may be involved in any proposed transaction or a competing transaction, in each case whose interests may conflict with those of the Issuer.

In addition, in the ordinary course of their business activities, the dealers and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Issuer and its affiliates. Certain of the dealers or their affiliates that have a lending relationship with the Issuer routinely hedge their credit exposure to the Issuer and its affiliates consistent with their customary risk management policies. Typically, such dealers and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially the Securities issued under the Programme. Any such positions could adversely affect future trading prices of Securities issued under the Programme. The dealers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

In addition, the relevant Final Terms will contain information on the interests of natural and legal persons involved in the issuances.

Validity of base prospectus and base prospectus supplements

For the avoidance of doubt, the Issuer shall have no obligation to supplement this Base Prospectus after the end of its 12-month validity period.

SIGNATURES

In witness to its knowledge and approval of the contents of this Base Prospectus drawn up according to Annexes 7 and 15 of Delegated Regulation (EU) 2019/980 of 14 March 2019, it is hereby signed by Mr. Íñigo López Tapia, acting in the name and on behalf of Kutxabank pursuant to the resolutions of the Board of Directors of Kutxabank passed on 27 November 2025, in his capacity as Capital Markets and Investors Relations Manager of Kutxabank, S.A., in San Sebastián (Spain), 22 January 2026.

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