CAIXABANK, S.A.

(incorporated as a limited liability company (sociedad anónima) in Spain)

Perpetual Non-Cumulative Contingent Convertible Additional Tier 1 Preferred Securities

Issue Price: 100 per cent.

The €500,000,000 Perpetual Non-Cumulative Contingent Convertible Additional Tier 1 Preferred Securities of €200,000 Liquidation Preference (as defined herein) each (the "**Preferred Securities**") are being issued by CaixaBank, S.A. (the "**Bank**", the "**Issuer**" or "**CaixaBank**") on 25 September 2025 (the "**Closing Date**"). The Bank and its consolidated subsidiaries are referred to herein as the "**CaixaBank Group**" or the "**Group**".

The Preferred Securities will accrue non-cumulative cash distributions ("**Distributions**") as follows: (i) in respect of the period from (and including) the Closing Date to (but excluding) 25 September 2035 (the "**First Reset Date**"), at the rate of 5.875 per cent. per annum, and (ii) in respect of each period from (and including) the First Reset Date and every fifth anniversary thereof (each a "**Reset Date**") to (but excluding) the next succeeding Reset Date (each such period, a "**Reset Period**"), at the rate per annum, calculated on an annual basis and then converted to a quarterly rate in accordance with market convention, equal to the aggregate of 3.348 per cent. per annum (the "**Initial Margin**") and the 5-year Mid-Swap Rate (as defined in the terms and conditions of the Preferred Securities (the "**Conditions**")) for the relevant Reset Period. Subject to provisions set out in the Conditions, such Distributions will be payable quarterly in arrears on 25 March, 25 June, 25 September and 25 December, in each year (each a "**Distribution Payment Date**").

The Bank may elect, in its sole and absolute discretion, to cancel the payment of any Distribution in whole or in part at any time as further provided in Condition 4.3. Without prejudice to the right of the Bank to cancel the payments of any Distribution: (a) payments of Distributions in any financial year of the Bank shall be made only to the extent the Bank has sufficient Distributable Items (as defined in the Conditions). To the extent that the Bank has insufficient Distributable Items to make Distributions on the Preferred Securities, the Bank will only make partial or, as the case may be, no payment of the relevant Distribution on the Preferred Securities; (b) if the Competent Authority (as defined in the Conditions) requires the Bank to cancel the relevant Distribution in whole or in part, the Bank will only make partial or, as the case may be, no payment of the relevant Distribution on the Preferred Securities; (c) the Bank may make partial or, as the case may be, no payment of the relevant Distribution on the Preferred Securities if and to the extent that (i) such payment would cause the Maximum Distributable Amount (as defined in the Conditions) to be exceeded, (ii) the payment of any Distribution was limited or suspended by the Relevant Resolution Authority (as defined in the Conditions) due to such payment exceeding the MREL-Maximum Distributable Amount Provision (as defined in the Conditions) or (iii) otherwise would cause any other breach of any regulatory restriction or prohibition on payments on Additional Tier 1 Capital (as defined in the Conditions) pursuant to Applicable Banking Regulations (as defined in the Conditions); and (d) if the Trigger Event (as defined in the Conditions) occurs at any time on or after the Closing Date (as defined in the Conditions), the Bank will not make any further Distribution on the Preferred Securities and any accrued and unpaid Distributions up to a Trigger Event shall be automatically cancelled.

The Preferred Securities are perpetual. The Preferred Securities are not redeemable at the option of the holders of the Preferred Securities ("**Holders**") at any time. All, and not some only, of the Preferred Securities may be redeemed at the option of the Bank at any time in the period commencing on (and including) 25 March 2035 and ending on (and including) the First Reset Date and on any Distribution Payment Date thereafter, at the liquidation preference of €200,000 per Preferred Security (the "**Liquidation Preference**") plus any accrued and unpaid Distributions for the then current Distribution Period (as defined in the Conditions) to (but excluding) the date fixed for redemption (the "**Redemption Price**"). The Preferred Securities are also redeemable on or after the Closing Date at the option of the Bank in whole but not in part, at any time, at the Redemption Price if there is any of a Capital Event, a Tax Event, an Eligible Liabilities Event (each as defined in the Conditions) or if 75 per cent. or any higher percentage of the initial aggregate Liquidation Preference of the Preferred Securities has been redeemed or purchased by, or on behalf of, the Bank. Subject, in each case, to the prior consent of the Competent Authority and otherwise in accordance with the Applicable Banking Regulations (as defined in the Conditions) then in force.

Subject to the prior consent of the Competent Authority and/or otherwise in accordance with the Applicable Banking Regulations then in force, if any of a Capital Event, a Tax Event, an Eligible Liabilities Event or an Alignment Event has occurred and is continuing, the Bank may substitute all (but not some only) of the Preferred Securities or vary the terms of all (but not some only) of the Preferred Securities, without the consent or approval of the Holders, so that they are substituted for, or varied to, become or remain Qualifying Preferred Securities (as defined in the Conditions).

In the event of the occurrence of a Trigger Event (as defined in the Conditions) (i.e. if at any time the CET1 ratio (as defined in the Conditions) falls below 5.125 per cent.), the Preferred Securities are mandatorily and irrevocably convertible into newly issued ordinary shares in the capital of the Bank ("Ordinary Shares") at the Conversion Price (as defined in the Conditions).

In the event of any voluntary or involuntary liquidation or winding-up of the Bank, Holders will be entitled to receive (subject to the limitations described in the Conditions), in respect of each Preferred Security, their respective Liquidation Preference plus any accrued and unpaid Distributions for the then current Distribution Period to the date of payment of the Liquidation Distribution (as defined in the Conditions).

The Preferred Securities are expected to be rated "BB+" by S&P Global Ratings Europe Limited ("**S&P Global**") and Ba2 by Moody's Investors Service España S.A. ("**Moody's**"). S&P Global and Moody's are established in the European Union ("**EU**") and are registered under Regulation (EC) No 1060/2009 on credit rating agencies (as amended, the "**CRA Regulation**"). S&P Global and Moody's appear on the latest update of the list of registered credit rating agencies (as of 10 July 2024) on the European Securities and Markets Authority ("**ESMA**") website. **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 organization**.

This document (together with any information incorporated by reference) constitutes a listing prospectus (the "**Prospectus**") for the purposes of Article 3 of Regulation (EU) 2017/1129 of the European Parliament and of the Council of the EU (as amended, the "**Prospectus Regulation**") and has been prepared in accordance with, and including the information required by annexes 2, 15 and 17 (section 2.2.2.) of the Commission Delegated Regulation (EU) 2019/980 of 14 March 2019 (as amended, the "**Delegated Regulation**"). This Prospectus has been approved by the Spanish National Securities Market Commission (*Comisión Nacional del Mercado de Valores*) (the "**CNMV**") as competent authority under the Prospectus Regulation. The CNMV only approves this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Approval by the CNMV should not be considered as an endorsement of the Bank or of the quality of the Preferred Securities. Investors should make their own assessment as to the suitability of investing in the Preferred Securities.

Application has been made for the Preferred Securities to be admitted to trading on the Spanish AIAF Fixed Income Securities Market ("**AIAF**"). AIAF is a regulated market for the purposes of Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU (as amended, "**MiFID II**"). The Preferred Securities may also be admitted to trading on any other secondary market as may be agreed by the Issuer.

Amounts payable under the Preferred Securities from and including the First Reset Date are calculated by reference to the 5-year Mid-Swap Rate which appears on the ICESWAP2 screen, which is provided by ICE Benchmark Administration Limited, or by reference to EURIBOR (as defined in the Conditions), which appears on the EURIBOR01 screen, which is provided by the European Money Markets Institute. As of the date of this Prospectus, ICE Benchmark Administration Limited is not included in ESMA's register of administrators and benchmarks under Article 36 of the Regulation (EU) No 2016/1011 (as amended, the "**Benchmark Regulation**"); as far as the Issuer is aware, the transitional provisions in Article 51 of the Benchmark Regulation apply such that ICE Benchmark Administration Limited is not currently required to obtain recognition, endorsement or equivalence. As of the date of this Prospectus, the European Money Markets Institute appears on the register of administrators and benchmarks established and maintained by ESMA pursuant to Article 36 of the Benchmark Regulation.

The Preferred Securities are complex financial instruments with high risk and are not a suitable or appropriate investment for all investors.

The Preferred Securities are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available in the European Economic Area ("EEA") to any retail client as defined in the rules set out in MiFID II or in the United Kingdom ("UK") to any retail client as defined in Regulation (EU) 2017/565 as it forms part of UK domestic law by virtue of European Union (Withdrawal) Act of 2018 ("EUWA"). Prospective investors are referred to the section headed "Prohibition on marketing and sales to retail investors" on pages iii to v of this Prospectus for further information.

Investors in Hong Kong should not purchase the Preferred Securities in the primary or secondary markets unless they are professional investors (as defined in the Securities and Futures Ordinance (Cap. 571, Laws of Hong Kong) and its subsidiary legislation, "Professional Investors") only and understand the risks involved. The Preferred Securities are generally not suitable for retail investors.

Prospective purchasers of the Preferred Securities should ensure that they understand the nature of the Preferred Securities and the extent of their exposure to risks and that they consider the suitability of the Preferred Securities as an investment in the light of their own circumstances and financial condition.

An investment in the Preferred Securities involves certain risks. There are significant risks inherent in the holding of the Preferred Securities, including the risks in relation to the resolution regime, their subordination, the circumstances in which the Preferred Securities may be converted to ordinary shares and the implications on Holders (such as a substantial loss). The circumstances in which Holders may suffer loss as a result of holding the Preferred Securities are difficult to predict and the quantum of any loss incurred by investors in the Preferred Securities in such circumstances is also highly uncertain. For a discussion of these risks see "Risk Factors" beginning on page 10.

MiFID II professionals/ECPs-only/No PRIIPs KID/FCA PI RESTRICTION – Manufacturer target market (MiFID II product governance) is eligible counterparties and professional clients only (all distribution channels). The target market assessment indicates that the Preferred Securities are incompatible with the knowledge, experience, needs, characteristics and objectives of retail clients and accordingly the Preferred Securities shall not be offered or sold to any retail clients. No packaged retail and insurance-based investment products (PRIIPs) key information document (KID) has been prepared as the Preferred Securities are not available to retail investors in the EEA.

In addition to the above, pursuant to the UK Financial Conduct Authority ("FCA") Conduct of Business Sourcebook ("COBS") the Preferred Securities are not intended to be offered, sold or otherwise made available and should not be offered, sold or otherwise made available to retail clients (as defined in COBS 3.4) in the UK.

The Preferred Securities and any Ordinary Shares to be issued and delivered in the event of the occurrence of the Trigger Event have not been, and will not be, registered under the United States Securities Act of 1933 (as amended, the "**Securities Act**"), and are subject to United States tax law requirements. The Preferred Securities are being offered outside the United States in accordance with Regulation S under the Securities Act ("**Regulation S**"), and may not be offered, sold or delivered within the United States or to, or for the account or benefit of, U.S. persons except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act.

The period of validity of this Prospectus is up to (and including) the admission to trading of the Preferred Securities. For the avoidance of doubt, the Issuer shall have no obligation to supplement this Prospectus after the admission to trading of the Preferred Securities.

Joint Lead Managers

BARCLAYS **BOFA SECURITIES** **CAIXABANK** **HSBC** **J.P. MORGAN**

30 September 2025

IMPORTANT NOTICES

This Prospectus is to be read in conjunction with all documents incorporated by reference (see "*Documents Incorporated by Reference*", section "*Nota explicativa del contenido de este documento*" of the URD (as defined in "*Documents Incorporated by Reference*") and (i) section "*Incorporación del informe no auditado de actividad y resultados con criterios de gestión relativo al periodo de tres meses finalizado el 31 de marzo de 2025*" of the Amendment to the URD (as defined in "*Documents Incorporated by Reference*" and (ii) sections "*Incorporación del informe no auditado de actividad y resultados con criterios de gestión relativo al periodo de seis meses finalizado el 30 de junio de 2025*" and "*Incorporación de los estados financieros intermedios resumidos consolidados del Grupo CaixaBank correspondientes al periodo de seis meses finalizado el 30 de junio de 2025, con informe de auditoría favorable de revisión limitada, remitidos a la CNMV el 30 de julio de 2025" of the Supplement to the URD* (*as defined in "Documents Incorporated by Reference"*)). This Prospectus shall be read and construed on the basis that such documents are incorporated and form part of this Prospectus.

The Issuer has not authorised the making or provision of any representation or information regarding the Issuer or the Preferred Securities other than as contained in this Prospectus or as approved for such purpose by the Issuer. Any such representation or information should not be relied upon as having been authorised by the Issuer or Barclays Bank Ireland PLC, BofA Securities Europe SA, CaixaBank, S.A., HSBC Continental Europe and J.P. Morgan SE (together, the "**Joint Lead Managers**").

None of the Joint Lead Managers has separately verified the information contained or incorporated by reference in this Prospectus and none of the Joint Lead Managers nor any of their respective affiliates has authorised the whole or any part of this Prospectus. Neither the delivery of this Prospectus nor the offering, sale or delivery of any Preferred Security shall in any circumstances create any implication that there has been no change in the affairs of the Issuer, or any event reasonably likely to involve any adverse change in the condition (financial or otherwise) of the Issuer, since the date of this Prospectus or that any other information supplied in connection with the Preferred Securities is correct as of any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.

None of the Joint Lead Managers nor any of their respective affiliates makes any representation, express or implied, or accepts any responsibility, with respect to the accuracy or completeness of any of the information contained or incorporated by reference in this Prospectus or any other information supplied by the Issuer in connection with the Preferred Securities. The foregoing is not applicable to the Issuer.

This Prospectus contains third party information. The Issuer does not accept any responsibility for the accuracy of such information, nor has the Issuer independently verified any such information. Neither this Prospectus nor any such information or financial statements of the Issuer should be considered as a recommendation by the Issuer or the Joint Lead Managers that any recipient of this Prospectus or such information or financial statements should purchase the Preferred Securities. Each potential purchaser of Preferred Securities should determine for itself the relevance of the information contained or incorporated by reference in this Prospectus and its purchase of Preferred Securities should be based upon such investigation as it deems necessary. None of the Joint Lead Managers undertakes to review the financial condition or affairs of the Issuer during the life of the arrangements contemplated by this Prospectus nor to advise any investor or potential investor in the Preferred Securities of any information coming to the attention of the Joint Lead Managers.

The Joint Lead Managers are acting exclusively for the Issuer and no one else in connection with any offering of the Preferred Securities. The Joint Lead Managers will not regard any other person (whether a recipient of this Prospectus or otherwise) as their client in relation to any such offering and will not be responsible to anyone other than the Issuer for providing the protections afforded to their clients or for giving advice in relation to such offering or any transaction or arrangement referred to herein.

This Prospectus does not constitute an offer of, or an invitation to subscribe for or purchase, any Preferred Securities.

The distribution of this Prospectus and the offering, sale and delivery of Preferred Securities in certain jurisdictions may be restricted by law. Persons into whose possession this Prospectus comes are required by the Issuer and the Joint Lead Managers to inform themselves about and to observe any such restrictions. For a description of certain restrictions on offers, sales and deliveries of the Preferred Securities and on distribution of this Prospectus and other offering material relating to the Preferred Securities, see "*Subscription and Sale*".

In particular, the Preferred Securities and the Ordinary Shares have not been and will not be registered under the Securities Act and are subject to United States tax law requirements. Subject to certain exceptions, the Preferred Securities may not be offered, sold or delivered within the United States or to U.S. persons.

In this Prospectus, unless otherwise specified, references to a "**member state**" are references to a Member State of the European Economic Area, 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, and references to "**$**" refer to United States dollars.

Certain figures included in this 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.

Words and expressions defined in the Conditions (see "*Conditions of the Preferred Securities*") shall have the same meanings when used elsewhere in this Prospectus unless otherwise specified.

The information on the websites to which this Prospectus refers does not form part of this Prospectus and has not been scrutinized or approved by the CNMV.

Potential investors are advised to exercise caution in relation to any offering of the Preferred Securities. If a potential investor is in any doubt about any of the contents of this Prospectus, it should obtain independent professional advice. Prior to making an investment decision, potential investors should consider carefully, in light of their own financial circumstances and investment objectives, all the information contained in this Prospectus or incorporated by reference herein.

The Preferred Securities are complex financial instruments with high risk and are not a suitable or appropriate investment for all investors. Each potential investor in the Preferred Securities must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor may wish to consider, either on its own or with the help of its financial and other professional advisers, whether it:

(i) has sufficient knowledge and experience to make a meaningful evaluation of the Preferred Securities, the merits and risks of investing in the Preferred Securities and the information contained or incorporated by reference in this Prospectus, taking into account that the Preferred Securities are a suitable investment for professional or institutional investors only;

(ii) has access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Preferred Securities and the impact the Preferred Securities will have on its overall investment portfolio;

(iii) has sufficient financial resources and liquidity to bear all of the risks of an investment in the Preferred Securities, including where the currency for payments in respect of the Preferred Securities is different from the potential investor's currency;

(iv) understands thoroughly the terms of the Preferred Securities, including the provisions relating to the payment and cancellation of Distributions and any conversion of the Preferred Securities into Ordinary Shares, redemption or substitution of the Preferred Securities and any variation of their terms, and is familiar with the resolution regime applicable to the Group, including the possibility that the Preferred Securities may become subject to write-down or conversion if the resolution powers are exercised; and

(v) is able to evaluate possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks and is familiar with the behavior of financial markets.

A potential investor should not invest in the Preferred Securities unless it has the expertise (either alone or with its financial and other professional advisers) to evaluate how the Preferred Securities will perform under changing conditions, the resulting effects on the value of the Preferred Securities and the impact this investment will have on the potential investor's overall portfolio.

Prohibition on marketing and sales to retail investors

1. The Preferred Securities are complex financial instruments with high risk and are not a suitable or appropriate investment for all investors (see also "*Risk Factors–Risks related to the Preferred Securities*"), especially retail investors. In some jurisdictions, regulatory authorities have adopted or published laws, regulations or guidance with respect to the offer or sale of securities such as the Preferred Securities. Potential investors in the Preferred Securities should inform themselves of, and comply with, any applicable laws, regulations or regulatory guidance with respect to any resale of the Preferred Securities (or any beneficial interests therein).

2. Obligations regarding the UK and Hong Kong

   (a) In the UK, the FCA COBS requires, in summary, that the Preferred Securities should not be offered or sold to retail clients (as defined in COBS 3.4 and each a "**retail client**") in the UK.

   (b) In addition, in October 2018, the Hong Kong Monetary Authority (the "**HKMA**") issued guidance on enhanced investor protection measures on the sale and distribution of debt instruments with loss-absorption features and related products (the "**HKMA Circular**"). Under the HKMA Circular, debt instruments with loss absorption features, being subject to the risk of being written-down or converted to ordinary shares, and investment products that invest mainly in, or whose returns are closely linked to the performance of such instruments (together, "**Loss Absorption Products**"), are to be targeted in Hong Kong at Professional Investors (as defined in the Securities and Futures Ordinance (Cap. 571, Laws of Hong Kong) and its subsidiary legislation) only and are generally not suitable for retail investors in either the primary or secondary markets.

   Investors in Hong Kong should not purchase the Preferred Securities in the primary or secondary markets unless they are Professional Investors and understand the risks involved. The Preferred Securities are generally not suitable for retail investors.

   (c) Certain of the Joint Lead Managers are required to comply with COBS and/or the HKMA Circular.

   (d) By purchasing, or making or accepting an offer to purchase, any Preferred Securities (or a beneficial interest in such Preferred Securities) from the Issuer and/or the Joint Lead Managers, each prospective investor represents, warrants, agrees with and undertakes to the Issuer and each of the Joint Lead Managers that:

      (i) it is not a retail client in the UK;

      (ii) if it is in Hong Kong, it is a Professional Investor; and

      (iii) it will not sell or offer the Preferred Securities (or any beneficial interest therein) to retail clients in the UK or to any person other than a Professional Investor in Hong Kong; or communicate (including the distribution of the Prospectus) or approve an invitation or inducement to participate in, acquire or underwrite the Preferred Securities (or any beneficial interests therein) where that invitation or inducement is addressed to or disseminated in such a way that it is likely to be received by a retail client in the UK or a client in Hong Kong who is not a Professional Investor.

   In selling or offering the Preferred Securities or making or approving communications relating to the Preferred Securities, it may not rely on the limited exemptions set out in COBS.

3. The obligations in paragraph 2 above are in addition to the need to comply at all times with all other applicable laws, regulations and regulatory guidance (whether inside or outside the EEA, the UK or Hong Kong) relating to the promotion, offering, distribution and/or sale of the Preferred Securities (or any beneficial interests therein), whether or not specifically mentioned in the Prospectus, including (without limitation) any requirements under MiFID II, the UK FCA Handbook or the HKMA Circular as to determining the appropriateness and/or suitability of an investment in the Preferred Securities (or any beneficial interests therein) for investors in any relevant jurisdiction.

4. Where acting as agent on behalf of a disclosed or undisclosed client when purchasing, or making or accepting an offer to purchase, any Preferred Securities (or any beneficial interests therein) from the Issuer and/or the Joint Lead Managers the foregoing representations, warranties, agreements and undertakings will be given by and be binding upon both the agent and its underlying client.

Offers of the Preferred Securities in Spain shall only be directed specifically at or made to professional investors (*clientes profesionales*) as defined in Article 194 of Law 6/2023, of 17 March, on the Securities Markets and Investment Services (*Ley 6/2023, de 17 de marzo, de los Mercados de Valores y de los Servicios de Inversión*) (as amended, the "**Securities Markets and Investment Services Act**") and Article 112 of Royal Decree 813/2023, of 8 November (as amended from time to time) or eligible counterparties (*contrapartes elegibles*) as defined in Article 196 of the Securities Markets and Investment Services Act.

PRIIPs Regulation / Prohibition of sales to EEA retail investors — The Preferred Securities are not intended to be offered, sold or otherwise made available to and shall 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(I) of MiFID II; or (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended, the "**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(I) of MiFID II. Consequently, no key information document (KID) required by Regulation (EU) No. 1286/2014 on key information documents for packaged and retail and insurance-based investment products (as amended, the "**PRIIPs Regulation**") for offering or selling the Preferred Securities or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Preferred Securities or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

UK PRIIPs Regulation / Prohibition of sales to UK retail investors — The Preferred Securities are not intended to be offered, sold or otherwise made available to and shall not be offered, sold or otherwise made available to any retail investor in the UK. For these purposes, a "**retail investor**" means a person who is one (or more) of: (i) a retail client as defined in point (8) of Article 2 of Regulation (EU) 2017/565 as it forms part of UK domestic law by virtue of the EUWA; or (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 (the "**FSMA**") and any rules or regulations made under the FSMA to implement the Insurance Distribution Directive, where that customer would not qualify as a professional client as defined in point (8) of Article 2(l) of Regulation (EU) No 600/2014 as it forms part of UK domestic law by virtue of the EUWA ("**UK MiFIR**"). Consequently, no key information document (KID) required by the PRIIPs regulation as it forms part of UK domestic law by virtue of the EUWA (as amended, the "**UK PRIIPs Regulation**") for offering or selling the Preferred Securities or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Preferred Securities 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 each manufacturer's product approval process, the target market assessment in respect of the Preferred Securities has led to the conclusion that: (i) the target market for the Preferred Securities is eligible counterparties and professional clients only, each as defined in MiFID II; and (ii) all channels for distribution of the Preferred Securities to eligible counterparties and professional clients are appropriate. The target market assessment indicates that the Preferred Securities are incompatible with the knowledge, experience, needs, characteristics and objectives of retail clients and accordingly the Preferred Securities shall not be offered or sold to any retail clients (as defined in MiFID II). Any person subsequently offering, selling or recommending the Preferred Securities (a "**distributor**") should take into consideration the manufacturers' target market assessment. However, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Preferred Securities (by either adopting or refining the manufacturers' target market assessment) and determining appropriate distribution channels.

Sales to Canadian investors – The Preferred Securities may be sold only to purchasers in the Canadian provinces purchasing, or deemed to be purchasing, as principal that are accredited investors, as defined in National Instrument 45-106 Prospectus Exemptions or subsection 73.3(1) of the Securities Act (Ontario), and are permitted clients, as defined in National Instrument 31-103 Registration Requirements, Exemptions and Ongoing Registrant Obligations. Any resale of the Preferred Securities must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws.

Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if this Prospectus (including any amendment thereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province or territory for particulars of these rights or consult with a legal advisor.

Certain information included herein (or incorporated by reference) contains forward-looking statements and objectives which have not been verified by an independent entity, and the accuracy, completeness or correctness thereof should not be relied upon. All statements that are not statements of historical fact, including, without limitation, those regarding the financial position, business strategy, management plans and objectives for future operations of CaixaBank (which term includes its subsidiaries and investees) and run-rate metrics, are mere forward-looking statements and objectives. These forward-looking statements and objectives involve known and unknown risks, uncertainties and other factors, which may cause actual results, performance or achievements of CaixaBank, or industry results, to be materially different from those expressed or implied by these forward-looking statements. These forward-looking statements and objectives are based on numerous assumptions regarding CaixaBank's present and future business strategies and the environment in which CaixaBank expects to operate in the future, which may not be fulfilled. Due to such uncertainties and risks, investors are cautioned not to place undue reliance on such forward-looking statements and objectives.

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SUMMARY OF THE PREFERRED SECURITIES

CAIXABANK, S.A.

(*incorporated as a limited liability company (sociedad anónima) in Spain*)

Perpetual Non-Cumulative Contingent Convertible Additional

Tier 1 Preferred Securities

Issue Price: 100 per cent.

INTRODUCTION

This summary should be read as an introduction to the Prospectus. Any decision to invest in any Preferred Securities should be based on a consideration of this Prospectus as a whole, including any documents incorporated by reference. An investor in the Preferred Securities could lose all or part of the invested capital. Where a claim relating to information contained in the Prospectus is brought before a court, the plaintiff may, under national law where the claim is brought, be required to bear the costs of translating the Prospectus before the legal proceedings are initiated. Civil liability attaches only to the Bank solely on the basis of this summary, including any translation of it, but only where the summary is misleading, inaccurate or inconsistent when read together with the other parts of this Prospectus or where it does not provide, when read together with the other parts of this Prospectus, key information in order to aid investors when considering whether to invest in the Preferred Securities.

The Preferred Securities described in this Summary are the €500,000,000 Perpetual Non-Cumulative Contingent Convertible Additional Tier 1 Preferred Securities of €200,000 liquidation preference (the "**Liquidation Preference**") each (with International Securities Identification Number (ISIN): ES0840609079; and Common Code: 318317470) issued by CaixaBank, S.A. (the "**Bank**", the "**Issuer**" or "**CaixaBank**"). Contact telephone number of CaixaBank: +34 93 411 75 03. The Legal Entity Identifier (LEI) code of CaixaBank is 7CUNS533WID6K7DGFI87.

The Prospectus has been approved by the Spanish National Securities Market Commission (*Comisión Nacional del Mercado de Valores*) (the "**CNMV**") on 30 September 2025 (Comisión Nacional del Mercado de Valores, Edison, 4, 28006 Madrid, Spain (telephone number: +34 900 535 015)).

KEY INFORMATION ON THE ISSUER

Who is the issuer of the Preferred Securities?

The Issuer is a Spanish company incorporated with legal status on 12 December 1980 as a public limited company (*sociedad anónima*) and is governed by the Spanish Companies Act, approved by Royal Legislative Decree 1/2010, of 2 July, as amended. The Bank has its registered office at calle Pintor Sorolla, 2-4, 46002 Valencia. The Legal Entity Identifier (LEI) code of CaixaBank is 7CUNS533WID6K7DGFI87.

CaixaBank is a diversified financial group comprising a banking and insurance business, focused mainly on the Spanish and Portuguese markets, with exposure to some equity investments in international banks and leading service sector. As of 30 June 2025, CaixaBank had approximately 18.7 million clients in Spain, including individuals, companies and institutions, served through a network of 3,803 branches in Spain (of which 3,550 are retail branches). In Portugal through Banco BPI, as of that date, CaixaBank had 1.8 million customers, served through a network of 297 branches.

In accordance with the last publicly available information[1], Fundación Bancaria "la Caixa" holds 31.21% of voting rights in CaixaBank through its wholly owned subsidiary CriteriaCaixa, S.A.U. The FROB holds 18.10% of voting rights in CaixaBank through its wholly owned subsidiary BFA Tenedora de Acciones, S.A.U. Blackrock, Inc. holds 4.68% of voting rights in CaixaBank as follows: 4.62% through shares and 0.06% through financial instruments (0.03% through securities lent and 0.03% through financial instruments with similar economic effect-CFDs).

To the extent known to the Bank, the Bank is not controlled, directly or indirectly, by any corporation, government or any other natural or legal person.

The Board of Directors of CaixaBank currently comprises 15 members, including the Chairman, Mr. Tomás Muniesa Arantegui (proprietary director), the CEO, Mr. Gonzalo Gortázar Rotaeche (executive director), and the Lead Independent Director, Mr. Eduardo Javier Sanchiz Irazu (independent director).

The auditors of the Issuer are PricewaterhouseCoopers Auditores, S.L. ("**PwC**") (registered as auditors with *the Registro Oficial de Auditores de Cuentas*) who audited the Issuer's financial statements for each of the three financial years ended on 31 December 2024, 31 December 2023 and 31 December 2022 (which have been prepared in accordance with the International Financial Reporting Standards adopted by the EU ("**IFRS-EU**") and other provisions of the financial reporting framework applicable in Spain). PwC has been appointed as auditor of the Issuer's Financial Statements for the financial year ended on 31 December 2025.

What is the key financial information regarding the Issuer?

The following tables comprise a selection of the key financial information regarding the Bank from its consolidated income statements and balance sheets as of and for the six months ended 30 June 2025 and 30 June 2024 (where applicable) and each of the years ended on 31 December 2024, 2023 and 2022.

Income statement – Key financial information

	For the six months ended 30 June		For the year ended 31 December		
	2025	**2024**	**2024**	**2023**	**2022**(6)
	(€ millions, except "Earnings per share ratio")				
Net interest income	5,282	5,572	11,108	10,113	6,552
Net fees and commission income(1)	1,949	1,855	3,778	3,658	3,855
Net impairment loss on financial assets(2)	(478)	(681)	(1,409)	(1,343)	(1,109)
Net trading income(3)	136	137	223	235	328
Pre-impairment income(4)	4,861	4,673	9,765	8,410	5,518
Net Profit/loss attributable to the owners of the Parent	2,951	2,675	5,787	4,816	3,129
Earnings per share ratio(5)	€0.40	€0.35	€0.76	€0.61	€0.37

Notes:

(1) Net fees and commissions income calculated as "*fee and commission income*" less "*fee and commission expenses*".

(2) Net impairment loss on financial assets includes "*Impairment/(reversal) of impairment on financial assets not measured at fair value through profit or loss or net profit or loss due to a change*" and "*Provisions or reversal of provisions*".

(3) Net trading income calculated as the sum of: (i) "*Gains/(losses) on derecognition of financial assets and liabilities not measured at fair value through profit or loss, net*"; (ii) "*Gains/(losses) on financial assets not designated for trading compulsorily measured at fair value through profit or loss, net*"; (iii) "*Gains/(losses) on financial assets and liabilities held for trading, net*"; (iv) "*Gains/(losses) from hedge accounting, net*"; and (v) "*Exchange differences (gain/loss), net*".

(4) Pre-impairment income calculated as the sum of "*Gross income*", "*Administrative expenses*" and "*Depreciation and amortisation*".

(5) Earnings per share ratio calculated as profit attributable to the Group for the last 12 months (after AT1 coupon) divided by the average number of shares outstanding. The average number of shares outstanding is calculated as average shares issued less the average number of treasury shares.

(6) Reconciliation of the restatement of balances after implementation of the IFRS17, presented for comparison purposes only.

1 Referred to the Company's current share capital and according to information as of 30 June 2025 provided by "la Caixa" Banking Foundation (and its subsidiary Criteria Caixa, S.A.U.) and by FROB (and its subsidiary BFA, Tenedora de Acciones, S.A.U.) and BlackRock's latest public communication to the CNMV dated 4 July 2025.

Balance sheet – Key financial information

	As of 30 June 2025	As of 31 December 2024	2023	2022[8]
		(€ millions, except %)		
Balance sheet and operations				
Total assets	659,822	631,003	607,167	598,850
Senior debt[1]	29,969	30,070	28,815	23,423
Subordinated debt[2]	9,899	9,753	9,975	9,150
Deposits from customers[3]	432,489	410,049	385,507	386,017
Loans and advances to customers, net[4]	371,116	354,522	346,759	353,915
Equity	37,435	36,865	36,339	33,707
Risk management				
Non-performing loans[5]	9,587	10,235	10,516	10,690
Non-performing loans ratio[6]	2.3%	2.6%	2.7%	2.7%
Solvency[7]				
Common equity tier 1 (CET1) ratio	12.5%	12.2%	12.4%	12.8%
Total capital ratio	16.8%	16.6%	17.1%	17.3%
Leverage ratio	5.6%	5.7%	5.8%	5.6%

Notes:

(1) Includes ordinary bonds and senior non preferred bonds, structured notes and promissory notes.

(2) Includes subordinated debt and preferred securities.

(3) Financial liabilities at amortised cost – customers' deposits (public balance sheet) deducting non-retail financial liabilities (registered under financial liabilities at amortised cost- customers' deposits).

(4) Financial assets at amortised cost – customers (public balance sheet) deducting other, non-retail financial assets.

(5) Calculations include loans and contingent liabilities.

(6) Non-performing loans and contingent liabilities divided by total gross loans and contingent liabilities.

(7) Management ratios. The equivalent regulatory ratios, after discounting the excess capital than exceeds the upper limit of the 12.25% target established for 2025, would be: 12.3% CET1, 16.6% Total capital, 5.5% Leverage ratio.

(8) Reconciliation of the restatement of balances after implementation of the IFRS17 and IFRS9 for the insurance business, presented for comparison purposes only for financial year ended 31 December 2022.

What are the key risks that are specific to the issuer?

There is a wide range of factors which individually or together could result in the Bank electing to cancel the payment of any Distribution (as defined herein) or otherwise becoming unable to make all payments due in respect of the Preferred Securities. It is not possible to identify all such factors or to determine which factors are most likely to occur, as the Bank may not be aware of all relevant factors and certain factors which it currently deems not to be material may become material as a result of the occurrence of events outside the Bank's control. The Bank has identified in this Prospectus a number of factors which could materially adversely affect its business and ability to make payments due under the Preferred Securities. These factors include, among others: (i) Risk factors arising from Strategic Events that may impact the future materiality of one or more the risks contained in CaixaBank Group's Corporate risk taxonomy, particularly focused on shocks stemming from the geopolitical and macroeconomic environment and from extreme events and high impact operational incidents; (ii) credit risk; (iii) actuarial risk; (iv) structural rate risk; (v) liquidity and funding risks; (vi) market risk (vii) business profitability risk; (viii) eligible own funds and capital adequacy risk; and (ix) reputational risk.

KEY INFORMATION ON THE SECURITIES

What are the main features of the securities?

The Preferred Securities described in this Summary are the €500,000,000 Perpetual Non-Cumulative Contingent Convertible Additional Tier 1 Preferred Securities of €200,000 Liquidation Preference each (with International Securities Identification Number (ISIN): ES0840609079 and Common Code: 318317470). The currency of the Preferred Securities is Euro (€).

The Preferred Securities have been issued in uncertificated, dematerialised book-entry form (*anotaciones en cuenta*) in euro in an aggregate nominal amount of €500,000,000 and a Liquidation Preference of €200,000 each.

The Preferred Securities are expected to be rated "BB+" by S&P Global Ratings Europe Limited ("**S&P Global**") and Ba2 by Moody's Investors Service España S.A. ("**Moody's**"). S&P Global and Moody's are established in the European Union ("**EU**") and are registered under Regulation (EC) No 1060/2009 (as amended). 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.

Distributions

The Preferred Securities accrue non-cumulative cash distributions ("**Distributions**") as follows: (i) in respect of the period from (and including) the 25 September 2025 (the "**Closing Date**") to (but excluding) 25 September 2035 (the "**First Reset Date**") at the rate of 5.875 per cent. per annum and (ii) in respect of each period from (and including) the First Reset Date and every fifth anniversary thereof (each a "**Reset Date**") (each such period, a "**Reset Period**"), at the rate per annum, calculated on an annual basis and then converted to a quarterly rate in accordance with market convention, equal to the aggregate of 3.348 per cent. per annum (the "**Initial Margin**") and the 5-year mid-swap rate for the relevant Reset Period. Subject as provided in the conditions of the Preferred Securities (the "**Conditions**"), such Distributions will be payable quarterly in arrears on 25 March, 25 June, 25 September and 25 December, in each year (each a "**Distribution Payment Date**").

Limitations on Distributions

The Bank may elect, in its sole and absolute discretion, to cancel the payment of any Distribution in whole or in part at any time that it deems necessary or desirable and for any reason. Without prejudice to the right of the Bank to cancel the payments of any Distribution:

(a) payments of Distributions in any financial year of the Bank shall be made only to the extent the Bank has sufficient profits and reserves (if any) available in accordance with applicable banking regulations then in force for the payment of that Distribution at such time ("**Distributable Items**"). To the extent that the Bank has insufficient Distributable Items to make Distributions on the Preferred Securities, the Bank will only make partial or, as the case may be, no payment of the relevant Distribution on the Preferred Securities;

(b) if the competent authority requires the Bank to cancel the relevant Distribution in whole or in part, the Bank will only make partial or, as the case may be, no payment of the relevant Distribution on the Preferred Securities;

(c) the Bank may make partial or, as the case may be, no payment of the relevant Distribution on the Preferred Securities if and to the extent that such payment would cause the lower of any maximum distributable amount relating to the Bank or the Group required to be calculated in accordance with applicable banking regulations to be exceeded, if the payment of any Distribution was limited or suspended by the relevant resolution authority due to such payment exceeding any maximum distributable amount calculated in accordance with Article 16a(4) of Directive 2014/59/EU of 15 May 2014 establishing the framework for the recovery and resolution of credit institutions and investment firms (as amended), or if otherwise would cause a breach of any regulatory restriction or prohibition on payments on Additional Tier 1 capital pursuant to applicable banking regulations; and

(d) if a Trigger Event (as defined below) occurs at any time on or after the Closing Date, the Bank will not make any further Distribution on the Preferred Securities and any accrued and unpaid Distributions up to a Trigger Event shall be automatically cancelled.

Redemption

The Preferred Securities are perpetual and are only redeemable in accordance with the provisions summarised below.

All, and not only some, of the Preferred Securities may be redeemed at the option of the Bank, subject to the prior consent of the competent authority and otherwise in accordance with applicable banking regulations then in force, at any time in the period commencing on (and including) 25 March 2035 and ending on (and including) the First Reset Date and on any Distribution Payment Date falling thereafter, at the Liquidation Preference per Preferred Security plus any accrued and unpaid Distributions for the then current Distribution Period to (but excluding) the date fixed for redemption (the "**Redemption Price**").

The Preferred Securities are also redeemable on or after the Closing Date at the option of the Bank in whole but not in part, at any time, at the Redemption Price if there is any of a Capital Event, a Tax Event, an Eligible Liabilities Event (as defined below) or if 75 per cent. or any higher percentage of the initial aggregate Liquidation Preference of the Preferred Securities has been redeemed or repurchased by, or on behalf of, the Bank, in each case, to the prior consent of the competent authority and otherwise in accordance with the applicable banking regulations then in force.

A "**Capital Event**" means, at any time on or after the Closing Date, a change (or any pending change which the competent authority considers sufficiently certain) in the regulatory classification of the Preferred Securities that results (or would be likely to result) in: (a) the exclusion of all or part of the outstanding aggregate Liquidation Preference of the Preferred Securities from the Bank's or the Group's Additional Tier 1 capital; or (b) the reclassification of all or part of the outstanding aggregate Liquidation Preference of the Preferred Securities as a lower quality form of own funds of the Bank or the Group in accordance with the applicable banking regulations then in force.

An "**Eligible Liabilities Event**" means, at any time on or after the Closing Date, a change in, or amendment in Spanish law or the applicable banking regulations or of any change in the official application or interpretation thereof, which change or amendment was not foreseeable at the time of issuance of the Preferred Securities, that results in all or part of the outstanding aggregate Liquidation Preference of the Preferred Securities not fully qualifying to comply with the minimum requirement for own funds and eligible liabilities applicable to the Bank and/or the Group, except where the non-qualification is due to the relevant Preferred Securities being bought back by or on behalf of the Bank.

A "**Tax Event**" means, at any time on or after the Closing Date, 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 application of such laws or regulations that results in (a) the Bank not being entitled to claim a deduction in computing taxation liabilities in Spain in respect of any Distribution to be made on the next Distribution Payment Date or the value of such deduction to the Bank being materially reduced; or (b) the Bank being obliged to pay additional amounts in accordance with the Conditions; or (c) the applicable tax treatment of the Preferred Securities otherwise changing in a material way, and, in each case, cannot be avoided by the Bank taking reasonable measures available to it.

Trigger event conversion

If at any time, as determined by the Bank or the competent authority (or any other agent appointed for such purpose by the competent authority), the CET1 ratio of the Bank or the Group is less than 5.125 per cent. (the "**Trigger Event**"), the Preferred Securities are mandatorily and irrevocably convertible into newly issued ordinary shares of the Bank at the applicable conversion price (being the higher of (i) the arithmetic mean of the order book volume-weighted average price of an ordinary share for the five consecutive dealing days immediately preceding the date on which the notice of the Trigger Event is given, (ii) the Floor Price of €5.845, subject to adjustment for certain anti-dilution events and (iii) the nominal value of an ordinary share of the Bank (being €1.00 on the Closing Date)).

The Preferred Securities are not convertible into Ordinary Shares at the option of the Holders at any time.

Liquidation

Subject as provided in the Conditions, in the event of any voluntary or involuntary liquidation or winding-up of the Bank, the Preferred Securities (unless previously converted into Ordinary Shares pursuant to the Conditions) will confer an entitlement in respect of each Preferred Security to receive out of the assets of the Bank available for distribution to Holders, the Liquidation Preference per Preferred Security plus, if applicable, an amount equal to accrued and unpaid Distributions for the then current Distribution Period to (but excluding) the date of payment. Such entitlement will arise before any distribution of assets is made to holders of ordinary shares of the Bank or any other instrument of the Bank ranking junior to the Preferred Securities.

Status

The Preferred Securities will constitute direct, unconditional, unsecured and subordinated obligations (*créditos subordinados*) of the Bank in accordance with Article 281.1.2º of the consolidated text of the 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 (the "**Insolvency Law**") and, in accordance with Additional Provision 14.3 of 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 from time to time ("**Law 11/2015**") or any other Spanish law provisions which replace them from time to time, 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 Bank, for so long as the obligations of the Bank under the Preferred Securities qualify as Additional Tier 1 instruments of the Bank, the Preferred Securities shall rank:

(a) *pari passu* among themselves and with: (i) any claims in respect of other contractually subordinated obligations (*créditos subordinados*) of the Bank in accordance with Article 281.1.2º of the Insolvency Law or any other Spanish law provisions which replace it from time to time, qualifying as Additional Tier 1 Instruments; and (ii) any other subordinated obligations (*créditos subordinados*) of the Bank which by law and/or by their terms, to the extent permitted by Spanish law, rank *pari passu* with the Bank's obligations under the Preferred Securities;

(b) junior to: (i) any claims in respect of unsubordinated obligations of the Bank; (ii) any claims in respect of other contractually subordinated obligations (*créditos subordinados*) of the Bank in accordance with Article 281.1.2º of the Insolvency Law or any other Spanish law provisions which replace it from time to time, not qualifying as Additional Tier 1 Instruments; and (iii) any other subordinated obligations *(créditos subordinados*) of the Bank which by law and/or by their terms, to the extent permitted by Spanish law, rank senior to the Bank's obligations under the Preferred Securities; and

(c) senior to: (i) any claims for the liquidation amount of the ordinary shares of the Bank; and (ii) any other subordinated obligations (*créditos subordinados*) of the Bank which by law and/or by their terms, to the extent permitted by Spanish law, rank junior to the Bank's obligations under the Preferred Securities.

Negative pledge and Events of default

The Preferred Securities do not have the benefit of a negative pledge and the terms of the Preferred Securities do not provide for any events of default.

Loss Absorbing Powers

The obligations of the Bank under the Preferred Securities are subject to, and may be limited by, the exercise of any power under applicable laws, regulations, rules or requirements in effect in Spain relating to banking recovery or resolution, pursuant to which obligations under the Preferred Securities can be reduced, cancelled, suspended, modified, or converted into shares, other securities, or other obligations.

Substitution and Variation

Subject to the prior consent of the competent authority (and/or in compliance with applicable banking regulations then in force), if any of a Capital Event, a Tax Event, an Eligible Liabilities Event or an Alignment Event has occurred and is continuing, the Bank may substitute all (but not some only) of the Preferred Securities or vary the terms of all (but not some only) of the Preferred Securities, without the consent or approval of the Holders, so that they are substituted for, or varied to, become, or remain Qualifying Preferred Securities (which, among other things, are securities or other instruments of the Bank that comply with the then current requirements for Additional Tier 1 capital of the Group or the Bank, have at least the same ranking as the Preferred Securities on the Closing Date, have the same currency, denomination and aggregate outstanding Liquidation Preference, the same terms for distributions, the same redemption rights (provided that, if and only to the extent required in order for the Preferred Securities to qualify, or to continue to qualify, as Additional Tier 1 Capital of either the Bank and/or the Group pursuant to the Applicable Banking Regulations, certain optional redemption rights may be disapplied or postponed) and the same dates for payment of Distributions as the Preferred Securities, preserve any existing rights under Preferred Securities to accrued and unpaid Distributions and are listed or admitted to trading on a stock exchange as selected by the Bank if listed or admitted to trading immediately prior to the substitution and variation), provided that such substitution or variation shall not result in terms that are materially less favourable to the Holders.

An "**Alignment Event**" means, at any time on or after the Closing Date, a change in, or amendment to, the applicable banking regulations, or any change in the application or interpretation thereof, that results in the requirements for an instrument to qualify as Additional Tier 1 Capital and/or to comply with the minimum requirement for own funds and eligible liabilities applicable to the Bank and/or the Group being different in any respect from the conditions of the Preferred Securities.

Meetings

The terms of the Preferred Securities contain provisions for calling meetings of Holders to consider matters affecting their interests generally. These provisions permit defined majorities to bind all Holders, including Holders who did not attend and vote at the relevant meeting and holders who voted in a manner contrary to the majority.

Governing law

The Preferred Securities and any non-contractual obligations arising out of or in connection with the Preferred Securities shall be governed by, and construed in accordance with, Spanish law.

Where will the securities be traded?

Application has been made by the Bank (or on its behalf) for the Preferred Securities to be admitted to listing and trading on Spanish AIAF Fixed Income Securities Market (*AIAF Mercado de Renta Fija*) ("**AIAF**").

What are the key risks that are specific to the securities?

There are risks associated with the Preferred Securities as follows: (i) the Preferred Securities may be subject to the exercise of the Spanish Bail-in Power and the Non-Viability Loss Absorption by the Relevant Resolution Authority. Other powers contained in Law 11/2015 or the Regulation (EU) No 806/2014 of the European Parliament and of the Council of 15 July 2014 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 (the "**SRM Regulation**") could materially affect the rights of the Holders under, and the value of, any Preferred Securities; (ii) payments of Distributions on the Preferred Securities are discretionary and subject to the fulfilment of certain conditions and may be restricted as a result of a failure of the Group to comply with its capital requirements and/or its MREL requirements; (iii) the Preferred Securities are perpetual; (iv) the Preferred Securities are irrevocably and mandatorily convertible into newly issued Ordinary Shares in certain prescribed circumstances; (v) the circumstances that may give rise to a Trigger Event are unpredictable and there are a number of factors that could affect the CET1 ratio and (vi) the obligations of the Bank under the Preferred Securities are subordinated and the rights of Holders will be further subordinated upon conversion into Ordinary Shares.

KEY INFORMATION ON THE OFFER OF SECURITIES AND THE ADMISSION TO TRADING ON A REGULATED MARKET

The estimated net amount of the proceeds of the issue of the Preferred Securities is €496,419,000. CaixaBank intends to use the net proceeds from the issue of the Preferred Securities for the general corporate and financing purposes of the Group and to further strengthen its capital base and capital adequacy ratios.

The expenses related to the admission of the Preferred Securities to trading are estimated to be the following: (i) €31,000 with respect to charges and fees of AIAF and Iberclear; (ii) €50,000 with respect to fees of CNMV; and (iii) €3,500,000 with respect to other fees and expenses. No expenses will be charged to investors by the Bank.

CaixaBank accrued and paid a customary combined management and underwriting commission to Barclays Bank Ireland PLC, BofA Securities Europe SA, HSBC Continental Europe**,** J.P. Morgan SE and to its own CIB (corporate and investment banking) division acting as one of the joint lead managers (together, the "**Joint Lead Managers**"). Certain Joint Lead Managers 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.

Save as discussed above, so far as the Bank is aware, no person involved in the offer of the Preferred Securities has an interest material to the offer.

As the Preferred Securities are only convertible in limited circumstances, there is no immediate dilution resulting from the offering.

RISK FACTORS

The Bank believes that the following factors may affect its ability to fulfil its obligations under the Preferred Securities. Most of these factors are contingencies which may or may not occur and the Bank is not in a position to express a view on the likelihood of any such contingency occurring.

In purchasing the Preferred Securities, investors assume the risk that the Bank may become insolvent, subject to resolution powers, or otherwise be unable to make all payments due in respect of the Preferred Securities. There is a wide range of factors which individually or together could result in the Bank becoming unable to make all payments due in respect of the Preferred Securities. It is not possible to identify all such factors or to determine which factors are most likely to occur, as the Bank may not be aware of all relevant factors and certain factors which it currently deems not to be material may become material as a result of the occurrence of events outside the Bank's control. The Bank has identified in this Prospectus a number of factors which could materially adversely affect its business and ability to make payments due under the Preferred Securities. However, additional risks that are currently deemed immaterial or 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 in this section of the Prospectus in accordance with the provisions of the Prospectus Regulation.

Prospective investors should also read the detailed information set out elsewhere in this Prospectus and reach their own views prior to making any investment decision.

FACTORS THAT MAY AFFECT THE BANK'S ABILITY TO FULFIL ITS OBLIGATIONS UNDER THE PREFERRED SECURITIES

Below are the risk factors which, in accordance with the provisions of the applicable legislation, are considered specific to CaixaBank and material when adopting an informed investment decision.

All references made to CaixaBank, the Bank or the Issuer shall be understood to include all those companies that form part of the Group.

As part of the internal control framework, CaixaBank has a risk management framework that enables it to make decisions based on risk acceptance.

The risk management framework is based on the following pillars: (i) appropriate organisation and governance, (ii) implementation of strategic processes for identifying, assessing, defining and monitoring risks and (iii) risks culture.

One of the results of the aforementioned strategic process is the Group's internal risk taxonomy, known as the Corporate Risk Taxonomy ("**Taxonomy**"). The Taxonomy consists of a description of the material risks identified by the Risk Assessment strategic process, which is reviewed, at least, on an annual basis. The materialisation of any of the risks included in the Taxonomy could have a negative impact on the business, economic results, financial condition or even the image and reputation of the Group, as well as affect the credit rating of the Bank and the price of the securities admitted to trading on the capital markets, which could result in partial or total loss of any investment made.

The Taxonomy is organised into categories (cross risks, financial risks and operational risk).

In the future, risks which are currently not considered as relevant or unknown to the Bank may have a substantially negative impact on the business, economic results, financial condition, image or reputation of the Group.

The materiality of these risks is therefore conditional to the level of exposure and the efficiency of the Bank's management and control systems as well as to the most relevant adverse events to which the Group is exposed beyond its own business model in the medium term, and which could have a significant impact on its financial situation, reputation, strategy or any other area. The Risk Assessment process is also the main source of identification of these events ("**Top Risk Events**").

Using the abovementioned risk management framework, the content of this section is structured as follows:

1. Risk factors arising from Top Risk Events that may impact the future materiality of one or more risks of the Taxonomy.

2. Risk factors linked to the main quantitative and qualitative risk indicators of the Taxonomy, ordered by materiality within each one of their respective categories, including Environmental, Social and Governance ("**ESG**") risks as a transversal factor affecting various risks in the Taxonomy.

3. Risk factor of the Issuer's credit rating.

Risk factors arising from Top Risk Events that may affect the future materiality of one or more risks in the Taxonomy

The Top Risk Events are the most relevant adverse events to which the Group is exposed beyond its own business model in the medium term, and which could have a significant impact on its financial situation, reputation, strategy or any other area. Therefore, if one of these risk events were to materialise, the impact would be felt through one or more of the risks in the Taxonomy.

The most relevant Top Risk Events currently identified by the Group are: (i) shocks arising from the geopolitical and macroeconomic environment; (ii) emergence of new competitors and application of new technologies; (iii) cybercrime and data protection; (iv) unfavourable evolution of the legal, regulatory or supervisory framework; and (v) extreme events.

With regard to the aforementioned Top Risk Events, the following stand out:

Shocks arising from the geopolitical and macroeconomic environment

Disturbances arising from the deterioration of the geopolitical and macroeconomic environment could have a material adverse effect on the business of the Group. A significant and persistent impairment of macroeconomic perspectives and the resulting increase of risk aversion in financial markets could negatively impact the Bank's activity. This could result from, for example, an escalation of the war in Ukraine, the Middle East, or the outbreak of other conflicts, prolongation and intensification of inflationary tensions, further increases in interest rates, other global geopolitical shocks, domestic political factors (e.g. territorial tensions, populist governments and social protests), a new pandemic or renewed tensions within the Eurozone that would increase the risks of fragmentation. The potential consequences of these scenarios include the following: rise of the country risk premium (cost of financing), pressure on costs (due to inflation), reduction of business volume, a worsening of credit quality, deposit withdrawals, material damages to offices or impediments to access to corporate centres (due to protests or sabotage due to social unrest).

In the current situation, there has been an increase in risks arising from the reconfiguration of the geopolitical landscape as a result of the change of course of the policies of the current U.S. Administration. The world order is more fragmented, less cooperative and more prone to political, commercial, diplomatic and even military conflicts. The rise of geopolitical risks can have an impact on the economy through a multitude of channels: commodity prices, trade links, disruptions in global supply chains, sustainability of public finances, uncertainty or financial stability. The sharp rise in tariffs announced by the U.S. Presidential Administration in early April raises the risks towards lower growth and higher inflation, although for the moment it is difficult to quantify the impact, since it will also depend on the response that other countries can give and on the agreements that they can reach in the negotiations.

The plan to increase defence spending presented by the European Commission (ReArm Europe Plan) and the large investment package approved in Germany could result in a boost to the European economy during the coming years. In this regard, the European Commission has announced that, in the context of the ReArm Euro Plan, it will invest a total of €800,000 million in the defence industry over four years. Furthermore, Germany has broken with years of fiscal restraint and has eased its constitutional rule limiting the federal government's structural deficit to 0.35% of GDP per year ("debt brake"). In this regard, Germany has approved an Infrastructure Fund, under which it will invest a total of €500,000 million over the next 12 years in projects and initiatives aimed at modernising transport networks, expanding digital infrastructure, accelerating the energy transition, and strengthening climate resilience. Furthermore, Germany will raise defence spending to 3.5% of GDP (currently at 2.1%). However, it remains to be specified how these plans for increasing defence spending will be carried out or the exact timeline for implementing the German Infrastructure Investment Fund.

Furthermore, at the 2025 North Atlantic Treaty Organization (NATO) Summit in The Hague, the allies made a commitment to investing 5% of GDP annually on core defence requirements and defence- and security-related spending by 2035. Out of this 5%, allies will (i) allocate at least 3.5% of GDP annually based on the agreed definition of NATO defence expenditure by 2035 to resource core defence requirements and to meet the NATO

Capability Targets and (ii) will account for up to 1.5% of GDP annually to inter alia protect critical infrastructure, defend networks, ensure civil preparedness and resilience, innovate, and strengthen the defence industrial base. Certain discrepancies raised by the Spanish Government in connection with this commitment have resulted in differing positions among allies and have led to statements from the U.S. Presidential Administration regarding potential increase in tariffs to Spain in case of non-compliance.

The projections published by the Bank of Spain in June 2025 indicate an expected slowdown in the growth of gross domestic product ("**GDP**") in 2025, 2026 and 2027 to 2.4%, 1.8% and 1.7%, respectively (compared with GDP growth of 3.2% in 2024), along with a moderation in harmonised inflation (HICP), averaging 2.4% in 2025 compared to 2.9% in 2024. However, the Bank of Spain indicated that these projections did not include any increase in US tariffs on imports from Mexico, Canada and the European Union. Subsequently, the U.S. Administration announced the imposition of tariffs on a range of goods from Canada and the European Union, potentially altering the macroeconomic outlook for Spain and the euro area. In August 2025, the US and the EU reached an agreement to raise tariffs on EU imports by 15 percentage points. CaixaBank estimates that this increase would have an impact of 0.2% on GDP via the trade channel, which would introduce a downside risk to the Spanish GDP growth forecasts.

A scenario of continued inflation and related increases in interest rates could also potentially lead to a decrease in the value of certain financial assets of the Group, such as fixed-income assets, and may reduce gains or require the Group to record losses on sales of its loans or securities. Although inflation rates have shown a positive trend, aligning closely with central banks' price targets and supporting interest rate cuts, the recent escalation of tensions in the Middle East could, however, impact energy and commodity prices, leading to new price increases and delaying the anticipated further rate cuts.

The escalation of the military conflict between Israel and Iran, along with the intervention of the U.S., highlights that geopolitical risks remain highly relevant. A potential blockade of the Strait of Hormuz could disrupt the trade of oil and liquefied natural gas (LNG), triggering a new supply shock. During June 2025, Brent crude oil briefly reached 80 USD per barrel, although it later fell back below 70 USD following the announcement of a truce. Currently, the exposure to risk in Israel and neighboring countries is not material for CaixaBank.

Uncertainty surrounding the war in Ukraine remains very high. Although the risk of restrictions in the natural gas supply to Europe has eased, uncertainty remains very high in the trajectory of energy and other commodity prices, including food prices. A further rise in its price cannot be ruled out, not only as a result of the war in Ukraine itself but also in view of disruptive climatic events and the imposition of certain export barriers in recent months. The risk associated with clients of Russian nationality and residing in Russia, including both on-balance and off-balance exposure, covering the entire credit portfolio, is immaterial.

Additionally, the growth prospects for the Spanish economy may also be adversely affected by a deterioration in the outlook for public finance consolidation. Although the Spanish public deficit decreased from 3.5% of GDP in 2023 to 2.8% of GDP in 2024 (excluding the exceptional expenses due to the DANA), high public debt levels (101.8% of GDP in 2024 (source: Bank of Spain)) combined with a potential slowdown in GDP growth, poses a vulnerability for the Spanish economy, particularly given the introduction of the new European Union economic governance framework in April 2024, whose main objectives are to ensure sustainable public finances, promote sustainable and inclusive economic growth, and strengthen public investment in strategic areas such as the green transition, digital transformation, and defense; and the ECB's withdrawal of certain temporary fiscal support measures in 2024. Therefore, in the absence of fiscal adjustment measures, it is not guaranteed that the debt will follow a path consistent with European commitments. In this context, an increase in the risk premium could occur, which would raise debt servicing costs and tighten financing conditions. However, the activation of the anti-fragmentation mechanism established by the ECB in 2022 could counteract a very intense and disorderly movement in risk premiums.

CaixaBank is particularly exposed to fluctuations in the macroeconomic situation in the Spanish, Portuguese and other EU markets. Of the total risk in the credit risk portfolio as of 30 June 2025, 71% was related to Spain, 6% was related to Portugal, 15% was related to the rest of the EU and 8% was related to the rest of the world. CaixaBank is therefore mainly affected by Spanish, Portuguese and EU events, measures and regulations.

Extreme events

Given their nature, these are events with a low probability of occurrence, but with a high potential to cause significant consequences, such as future pandemics or events of an environmental nature. Their low historical frequency makes it difficult to establish what the impact could be on each of the risks in the Taxonomy, as well as the actions they would trigger to contain or deal with the event and mitigate its impact on the economies of the affected countries. Based on COVID-19, there may be high volatility in the financial markets with significant downturns. Furthermore, macroeconomic perspectives may get significantly worse and with notable volatility in the prospective scenarios.

Risk factors linked to the main quantitative and qualitative risk indicators of the Taxonomy

Financial Risks

In this category, CaixaBank identifies, in order of materiality, (i) credit risk, (ii) actuarial risk, (iii) structural rate risk, (iv) liquidity and funding risk and (v) market risk.

Credit risk

The Group considers credit as the risk of a decrease in the value of its assets due to uncertainty about a customer's ability to meet its obligations to the Group. It includes the risk due to operations in the financial markets (counterparty risk). In addition, it includes the risk of a reduction in the value of the Group's equity holdings and non-financial assets (mainly tangible assets such as real estate, intangible assets and tax assets) and climate risk. The latter is defined as the impairment in the repayment capacity of the Group's debtors as a consequence of the real or expected materialisation of physical risks of gradual or abrupt climatic events (on its assets, supply chains, etc.) or of the losses that could generate the transition risks to a low carbon economy (regulatory changes, technological changes, new customer preferences, etc.) or social and governance events.

Credit risk is the most significant on the Group's balance sheet as it is exposed to the credit solvency of its customers and counterparties, therefore it may experience losses in the event of total or partial non-compliance of their obligations as a result of decreases in the credit worthiness and the recoverability of the assets, which could have a negative impact on the results of transactions.

Gross loans to customers amounted to €377,649 million (57.23% of total assets) as of 30 June 2025 (€361,214 million as of 31 December 2024 and €354,098 million as of 31 December 2023).

The Group's non-performing loans as of 30 June 2025 amounted to €9,587 million (€10,235 million as of 31 December 2024 and €10,516 million as of 31 December 2023), resulting in a non-performing loans ("**NPL**") ratio of 2.3% as of 30 June 2025 (2.5% in loans to individuals, 2.6% in loans to businesses and 0.1% in the public sector). As of 31 December 2024, the NPL ratio stood at 2.6% (2.9% in loans to individuals, 2.7% in loans to businesses and 0.1% in loans to the public sector) compared to 2.7% (3.1% in loans to individuals, 2.9% in loans to businesses, and 0.1% in the public sector) as of 31 December 2023.

Provisions for insolvency risk on 30 June 2025 amounted to €6,744 million (€7,016 million as of 31 December 2024 and €7,665 million as of 31 December 2023). The NPL coverage ratio that represents this volume of funds is 70% as of 30 June 2025 versus 69% as of 31 December 2024 and 73% as of 31 December 2023.

Credit risk coverage through provisions is calculated according to the IFRS 9 models. The applicable regulations allow the Group to supplement its IFRS 9 model provisions with additional collective provisions (not specifically assigned at the contract level). The Group maintains a collective provision fund primarily for Post Model Adjustment (PMA) amounting to €341 million as of 30 June 2025 compared to €339 million as of 31 December 2024 and €642 million as of 31 December 2023. The collective fund is temporary in nature, underpinned by guidelines issued by supervisors and regulators, supported by well-documented processes and subject to strict governance.

The total of refinanced transactions as of 30 June 2025 amounted to €6,233 million (of which €3,986 million is secured), with non-performing loans amounting to €3,987 million (of which €2,435 million is secured) and provisions amounting to €2,124 million. As of 31 December 2024, the total of refinanced transactions stood at €7,409 million (of which €4,539 million was secured), with non-performing loans of €4,399 million (of which €2,739 million was secured) and total provisions of €2,312 million. As of 31 December 2023, the total of refinanced transactions stood at €9,508 million (of which €5,781 million is secured), with non-performing loans of €4,777 million (of which €3,079 million is secured) and provisions amounting to €2,551 million.

Allowances for insolvency risk (accumulated 12 months) made as of 30 June 2025 amounted to €942 million compared to €1,128 million as of 30 June 2024 and €1,062 million as of 30 June 2023. This annual difference reflects a decrease of 0.05% in the cost of risk (from 0.29% to 0.24% of the average gross balance of loans to customers and contingent liabilities).

With regard to sovereign risk, the total exposure in Spanish and Portuguese sovereign debt securities and loans amounted to €71,531 million as of 30 June 2025 (of which €15,831 million related to the exposure to the Sociedad de Gestión de Activos Procedentes de la Reestructuración Bancaria ("**SAREB**") €68,807 million as of 31 December 2024 (of which €16,065 million corresponded to exposure to SAREB) and €72,147 million as of 31 December 2023 (of which €16,755 million corresponded to exposure to SAREB). The Group's exposure to Italian and French sovereign debt securities and loans stood at €4,529 million and €6,369 million, respectively, as of 30 June 2025 (€4,179 million and €2,852 million, respectively, as of 31 December 2024 and €3,910 million and €2,076 million, respectively, as of 31 December 2023).

Lending to individuals represented 49.01% of the composition of gross consumer lending as of 30 June 2025 followed by financing for manufacturing sectors at 46.12% and the public sector at 4.87% (48.92%, 46.38%, and 4.70%, respectively, as of 31 December 2024 and 49.65%, 45.19% and 5.16%, respectively, as of 31 December 2023).

As of 30 June 2025, lending granted to individuals totalled €185,075 million, of which 74.20% was concentrated on home purchases (€176,726 million as of 31 December 2024, of which 75.77% was concentrated on home purchases and €175,807 million as of 31 December 2023, of which 75.80% was concentrated on home purchases).

The risk associated with the investee or equity portfolio forms part of the credit risk for investments that are not classified in the held-for-trading portfolio, and is linked to the possibility of incurring losses due to unfavourable market price movements or the deterioration of the value of positions within the CaixaBank Group's equity portfolio with a medium to long-term investment horizon (such as the participation in Banco de Fomento de Angola, S.A.). The Group faces risks derived from both its acquisitions and disinvestments as well as the inherent risks to which the investees are exposed, for example, in their management, business sector, geography and regulatory framework, etc. The exposure and capital requirements of the equity portfolio amounted to €5,007 million and €996 million, respectively, as of 30 June 2025 (€5,297 million and €1,438 million, respectively, as of 31 December 2024 and €5,902 million and €1,507 million, respectively, as of 31 December 2023). This represented 0.8% of total credit risk exposure and 5.9% of total credit capital requirements as of 30 June 2025 (0.9% and 8.4%, respectively, as of 31 December 2024 and 1.1% and 9.1%, respectively, as of 31 December 2023). The exposure and regulatory capital requirements associated with the equity portfolio include those that correspond to the shareholdings in the subsidiary VidaCaixa, S.A.U. de Seguros y Reaseguros ("**VidaCaixa**"), given that the insurance business is consolidated by the equity method in the prudential balance sheet according to capital regulation.

Actuarial risk

Actuarial risk, in line with Directive 2009/138/EC of the European Parliament and Council of 25 November 2009, on the taking-up and pursuit of the business of Insurance and Reinsurance (**Solvency II**) (**recast**) ("**Solvency II Directive**"), is defined as the risk of loss or adverse modification of the value of commitments taken on via insurance contracts or pensions with customers or employees, derived from the divergence between the estimate for actuarial variables employed in pricing and reserves and their real evolution.

CaixaBank's insurance group, headed by VidaCaixa (the "**VidaCaixa Group**"), is integrated for regulatory capital requirements purposes within the Group from a prudential banking supervision perspective within credit risk as an investee portfolio. Additionally, the insurance business is subject to specific sectoral supervision by the Directorate-General for Insurance and Pension Funds ("**DGSFP**"). As of 31 December 2024, VidaCaixa Group had a Solvency Capital Requirement coverage ratio of 169% (156% as of 31 December 2023).

The management of actuarial risk is guided by compliance with the regulations established by the Solvency II Directive (European Union-EIOPA) and the DGSFP. These regulations are the basis for the policies and monitoring procedures of technical trends in products, which are affected by the following risk factors: mortality, longevity, disability, expense and lapse risk in underwriting life contracts and lapse, expense and claims ratio in the lines of business for non-life insurance obligations.

Thus, for each line of business/insurance, policies of both underwriting and reinsurance identify different risk parameters for approval, management, measurement, rate-setting and, lastly, to calculate and set the liabilities covering the underwritten contracts. Additionally, the general operating procedures for the assessment and constitution of the reserves under the policy subscription process are also identified. Out of the €5,787 million net profit attributable to the Group in 2024, €1,239 million (21.4%) derived from the insurance business. In comparison. out of the €4,816 million net profit attributable to the Group in 2023, €1,147 million (23.8%) derived from the insurance business. For the sensitivity analysis related to changes in contract risk variables, see Note 3.4.2 (*Financial risks – Actuarial risk*) of the 2024 Consolidated Annual Financial Statements (as defined in the section "*Additional Information*" below).

Structural rate risk

Structural interest rate risk

The evolution of interest rates is influenced by numerous factors beyond the CaixaBank Group's control, primarily driven by central banks' monetary policy, economic trends, market expectations and even geopolitical factors impacting these elements.

Interest rate risk is defined as the negative impact on the economic value of balance sheet items or on financial income due to changes in the temporary structure of interest rates and their impact on asset and liability instruments and those off the Group's balance sheet not recognised in the trading book.

The possible sources of structural interest rate risk are as follows: gap risk[2], basis risk[3] and optionality risk[4]. The assets and liabilities subject to interest rate risk in the balance sheet are all those positions that are sensitive to balance sheet interest rates excluding the calculation of positions in the trading book.

There are no regulatory capital requirements for this risk. However, as of 31 December 2024, the sensitivity of net interest margin and the economic value of sensitive aggregates to an instantaneous interest rate increase/decrease of 100 basis points was (2.58)%/2.26%, respectively. At the same date, the economic value sensitivity of the Group for the interest rate-sensitive balance sheet as a percentage of the Tier 1 capital under an immediate +/-100 basis point change in interest rates was (2.00)%/0.44%, respectively. As of 31 December 2024, the contribution of net interest income to the Group's gross income stood at 70%.

Structural exchange rate risk

Structural exchange rate risk is defined as the potential loss in the market value of the balance sheet in response to adverse movements in exchange rates. The Group has foreign currency assets and liabilities in its balance sheet as a result of its commercial activity and shareholdings, in addition to the foreign currency assets and liabilities deriving from the Bank's measures to mitigate exchange rate risk.

As of 31 December 2024, the Euro-denominated value of the CaixaBank Group's foreign currency assets and liabilities amounted to €37,367 million and €19,688 million, respectively, compared to €31,391 million in assets and €18,954 million in liabilities as of 31 December 2023. The Group's main currency exposures are to the US dollar, Japanese yen, British pound, Polish zloty, Swiss franc and Canadian dollar. For further details on the Group's foreign currency positions, as well as a breakdown of the key balance sheet items by currency, please refer to Note 3.4.3 (*Financial risks—Structural rate risk—Interest rate risk in the banking book*) in the 2024 Consolidated Annual Financial Statements.

2 The potential negative impact associated with the different timing structures or periodicity of interest rate-sensitive instruments. This can materialize either through parallel movements in the curve (all time points move in the same direction and magnitude) or non-parallel movements (time points move in different directions and/or magnitudes).

3 This arises from the imperfect correlation between the trend of the underlying interest rates with the different masses of assets and liabilities that make up the balance, even when they have similar re-pricing and maturity characteristics. Basis risk can be broken down into Structural (between market rates and administered rates) and Non-Structural (as a result of the divergent shifts between the different market benchmark indexes).

4 It arises from the existence of contractual rights of both customers and CaixaBank to modify the original cash flows of certain asset, liability or off-balance-sheet transactions, generating a non-linear response to interest rate movements. This can be generated in accordance with customer behavior (depending on factors other than interest rate levels, such as the level of indebtedness or the offer of competitors) or by automatic activation (modifying the payment, collection or maturity conditions of a transaction in the event of certain interest rate events).

Liquidity and funding risk

Liquidity and funding risk refers to the deficit of liquid assets, or limitation in the capacity of access to market financing, to meet deposit withdrawals, contractual maturities of liabilities, regulatory requirements or the investment needs of CaixaBank. CaixaBank manages this risk with the dual objective of maintaining a liquidity position that makes it possible to comfortably meet payment commitments and that does not harm its investment activity due to a lack of loanable funds, remaining within the Group's Risk Appetite Framework at all times.

While CaixaBank has in place a liquidity-risk-management policy seeking to manage, mitigate and control these risks, unforeseen systemic market factors make it difficult to completely eliminate them. Constraints in the supply of liquidity, including in inter-bank lending, could materially and adversely affect the cost of funding of its business, and extreme liquidity constraints may affect the Bank's current operations and ability to fulfil regulatory liquidity requirements, as well as limit growth possibilities. Additionally, the Bank's activities could be adversely affected by liquidity tensions arising from generalised drawdowns of committed credit lines to its customers.

As of 30 June 2025, customer deposits and debt securities accounted for 96% of the Group's total financial liabilities at amortised cost (96% as of 31 December 2024), with customer deposits representing 87% (85% as of 31 December 2024, up from 83% as of 31 December 2023) and debt securities issued by the Group comprising 10% (11% as of 31 December 2024 down from 12% as of 31 December 2023). Since CaixaBank primarily relies on retail deposits, there is a risk that ongoing availability of this type of funding is sensitive to a variety of factors beyond its control, such as general economic conditions and the confidence of retail depositors in the economy and in the financial services industry, and the availability and extent of deposit guarantees, as well as competition for deposits between banks or with other products, such as mutual funds. Any of these factors could significantly increase the amount of retail deposit withdrawals in a short period of time, thereby reducing the ability of the Group to access retail deposit funding on appropriate terms, or at all, in the future. If these circumstances were to arise, this could have a material adverse effect on the Group operating results, financial condition and prospects.

CaixaBank's cost of funding is directly related to prevailing interest rates and to its credit spreads. Increases in interest rates and/or in its credit spreads can significantly increase the cost of funding. Credit spreads variations are market-driven and may be influenced by market perceptions of CaixaBank's creditworthiness. Changes to interest rates and to credit spreads occur continuously and may be unpredictable and highly volatile

There was no balance drawn on the ECB facility as of 31 December 2024 after TLTRO III was repaid in December 2023, and this remained the case as of 30 June 2025. As of 31 December 2024, outstanding commitments granted by the ECB amounted to €74,250 million. The Group also maintains issuance programmes to facilitate the issuance of short-term and medium-term securities to the market, as well as access to interbank and repo funding as well as to central counterparty clearing houses.

As of 30 June 2025, the Group's total liquid assets (calculated as the sum of High-Quality Liquid Assets ("**HQLA**") plus available eligible non-HQLA assets stood at €177,385 million of which €116,382 million were HQLA, while the remaining €61,003 million corresponded to eligible non-HQLA assets available. The corresponding figures were €171,367 million, €111,109 million and €60,259 million, respectively, as of 31 December 2024 and €160,147 million, € 101,384 million and €58,763 million as of 31 December 2023.

The Liquidity Coverage Ratio ("**LCR**") is a liquidity standard that measures whether banks have sufficient high-quality liquid assets to cover expected net cash outflows over a 30-day liquidity stress period. The LCR of CaixaBank as of 30 June 2025 was 217% (207% as of 31 December 2024 and 215% as of 31 December 2023), above the regulatory minimum threshold of 100%.

The Net Stable Funding Ratio ("**NSFR**") of the Group, which is a regulatory ratio which measures the relationship between the amount of stable funding available (defined as the amount of own and third-party funding expected to be reliable for a one-year period) and the amount of stable funding required (given the liquidity characteristics and residual maturities of its assets and balance sheet exposures) was 150% as of 30 June 2025 (146% as of 31 December 2024 and 144% as of 31 December 2023) above the regulatory minimum level of 100%.

The loan-to-deposits ratio (the "**Loan-to-Deposits Ratio**") is calculated by dividing the total amount of loans that the Bank has granted to its customers (net of provisions and impairments) by the total amount of deposits that the Bank has received from its customers (including issued debt securities). As of 30 June 2025, the Loan-to-Deposit Ratio of the Group was 85.1% (85.5% as of 31 December 2024 and 89.1% as of 31 December 2023). CaixaBank cannot assure that in the event of a sudden or unexpected shortage of funds in the banking system, it will be able to maintain levels of funding without incurring high funding costs, a reduction in the term of funding instruments or the liquidation of certain assets. If this happened, the Group could be materially adversely affected.

Market risk

This risk refers to the loss of value, impacting on results and solvency, of a portfolio (set of assets and liabilities), due to unfavourable movements in prices or market rates.

In relation to the quantification of market risk, in order to standardise the risk measurement across the entire trading portfolio, as well as to include certain assumptions regarding the extent of changes in market risk factors, the Value at Risk methodology ("**VaR**")[5] is used with a one-day time horizon and a statistical confidence interval of 99% (i.e., under normal market conditions 99 times out of 100 the actual daily losses will be less than the losses estimated using the VaR model). At year-end 2024, risk weighted assets ("**RWA**") based on market risk amounted to €1,035 million.

The consumption of the average 1-day VaR at 99% attributable to the various risk factors stood at €1.5 million in 2024 (€2.1 million in 2023). They are concentrated in corporate debt *spread* risk, interest rate curve risk, including sovereign debt credit *spread*, and share price volatility risk.

Furthermore, market volatility may have an impact on the income statement (heading "*Gains or losses from assets and liabilities held for trading, net*") due to changes in the Credit Valuation Adjustments ("**CVA**"), or Debit Valuation Adjustments ("**DVA**") and Funding Valuation Adjustments ("**FVA**"). CVA and DVA are added to the valuation of over-the-counter (OTC) derivatives (both for hedge and held for trading) due to the risk associated to the counterparty's and the Group's own credit risk exposure, respectively. FVA is a valuation adjustment of derivatives of customer transactions that are not perfectly collateralised that includes the funding costs related to the liquidity necessary to perform the transaction.

Cross risks

This category includes following risks: (i) business profitability risk, (ii) eligible own funds and capital adequacy risk, (iii) model risk, and (iv) reputational risk.

Business profitability risk

Business profitability risk is the risk of obtaining results below market expectations or Group targets that, ultimately, prevent the Group from reaching a level of sustainable returns that exceeds the cost of equity.

The profitability targets, based on a financial planning and monitoring process, are defined in the Group's strategic plan, for a three-year term, and are specified annually in the Group's budget and in the challenges for the commercial network.

The operations that generate this profitability are also conducted through the Group's subsidiaries. Consequently, the ability to pay dividends, insofar it is decided to do so, depends partly on the ability of the subsidiaries to generate profits and pay dividends. The payment of dividends, distributions and advances by the subsidiaries will depend on their earnings and commercial considerations and may be limited by legal, regulatory and contractual restrictions.

In particular, the financial investment of the CaixaBank Group in Banco de Fomento de Angola faces restrictions in relation to the availability of foreign currencies for the repatriation of dividends.

As of 30 June 2025, average yield profitability measured as the return on tangible equity ("**ROTE**") reached 18.5% (18.1% as of 31 December 2024 and 15.6% as of 31 December 2023).

[5] VaR: statistical estimate of potential losses from historical data on price fluctuations.

Eligible own funds and capital adequacy risk

Defined terms relating to own funds and capital requirements in this section shall have, unless expressly defined herein, the meaning ascribed to them in section "Capital and eligible liabilities requirements and loss absorbing powers".

The information on solvency as of 30 June 2025 set out below corresponds to the most recent public information available as of the date hereof in accordance with the document disclosing information of prudential relevance (Pillar 3) entitled "Pillar 3 Data June 25" published on the website of the Company[6].

Eligible own funds and capital adequacy risk is defined as the potential impairment of the Group's ability to bring its own funds and equity in line with regulatory requirements or with possible changes in its risk profile.

The management of the Bank's capital is mainly shaped by the prevailing regulatory framework, the evolution of which is uncertain and may affect the capacity for effective management and the generation of resources for CaixaBank. See section "*Capital and eligible liabilities requirements and loss absorbing powers*" for further information.

On 11 December 2024, CaixaBank received the final update of the results from the Supervisory Review and Evaluation Process ("**SREP**"), maintaining the Pillar 2 Requirement (P2R) at 1.75% for 2025. At least 0.98% of risk-weighted assets (56.25% of the P2R) shall be met with CET1 capital, both remaining unchanged from 2024.

Additionally, the O-SII buffer requirement[7] remains at 0.50%.

The Group's CET1 ratio requirement as of 30 June 2025 reaches 8.68% of risk-weighted assets, which includes: the minimum Pillar 1 requirement (4.50% on RWAs); the Pillar 2 requirement ("**P2R**")[8] (0.98% on RWAs); and the combined capital buffer requirement (3.19%), which consists of the following: (i) the capital conservation buffer (2.50% on RWAs); (ii) the O-SII buffer (0.50% on RWAs); the countercyclical capital buffer[9] ("**CCyB**") (0.12% on RWAs, based on the geographical composition of the portfolio, updated quarterly); and (iv) the systemic risk buffer for mortgage exposures in Portugal (0.07%)[10].

Additionally, based on the Pillar 1 requirements applicable to Tier 1 (6.00%) and Total Capital ratio (8.00%) and the P2R (1.75% in 2025), the minimum requirements for Tier 1 and Total Capital ratio amount to 10.51% and 12.94%, respectively. CaixaBank must also comply with the minimum leverage ratio (Leverage Ratio–"**LR**") requirement of 3.00% (3.00% Pillar 1 and a 0% P2R for liquidity ratio ("**P2R-LR**"), remaining unchanged from 2024).

As of June 2025, regulatory CET1 is set at 12.25%, after discounting the excess capital above the upper limit of the CET1 target established for 2025 in the Strategic Plan 2025-2027, 12.25% for 2025. The margin to the level below which the Group would be required to limit distributions in the form of dividend payments, variable remuneration and interest to holders of AT1 instruments —commonly referred to as the activation level of the MDA trigger (as defined below)—is set at 358 basis points for June 2025 (€8,660 million).

The following table shows the capital requirements compared with the Group's capital position on a consolidated basis as of 30 June 2025:

[6] Available through the following link (the information contained on this website has not been examined or approved by the CNMV): *https://www.caixabank.com/en/shareholders-investors/economic-financial-information/other-financial-information.html*. Position ratios are expressed with one decimal place and have been rounded in accordance with market practice: hundredths from 0 to 4 have been rounded down to zero, and hundredths from 5 to 9 have been rounded up to the next tenth.

[7] Capital buffer of Other Systemically Important Institution ("**O-SII**"). It does not apply at an individual level.

[8] The P2R does not apply at an individual level.

[9] Applicable at both individual and consolidated level, based on geographical composition of the portfolio as of 30 June 2025. It is possible that the individual and the consolidated scope differ. From 1 October 2025, a countercyclical buffer for credit exposures in Spain of 0.50% will be activated, which will result in an estimated increase of 37 basis points of the Group's CCyB. Note that from the fourth quarter of 2025, the buffer is expected to be raised by 0.5% and to be set at 1% (to be applicable from 1 October 2026), as indicated in the "Public information procedure in relation to the CCyB" published by the Bank of Spain on 8 July 2025. In addition, the Bank of Portugal published that the CCyB for credit exposures in Portugal was to be maintained at 0% for the second quarter of 2025 and to implement a CCyB rate of 0.75% with effect from 1 January 2026.

[10] According to exposures as of 30 June 2025 at consolidated level (updated quarterly).

	Management capital position as of 30 June 2025	Regulatory [(1)] capital position as of 30 June 2025	June 2025 Requirements	of which "Pillar 1"	of which P2R	of which buffers[(2)]
CET1	12.5%	12.3%	8.68%	4.50%	0.98%	3.19%
Tier 1	14.3%	14.1%	10.51%	6.00%	1.31%	3.19%
Total Capital	16.8%	16.6%	12.94%	8.00%	1.75%	3.19%

[(1)] As of 2025, in accordance with supervisory expectations, the regulatory ratios must include a deduction in CET1 of any excess above the threshold established for extraordinary payouts (12.25% in 2025).

At an individual level, CaixaBank's regulatory CET1 ratio reached 11.8% as of 30 June 2025. This is in comparison with a minimum requirement of CET1 for June 2025 of 7.13% (including the CCyB of 0.13% at individual level for June 2025, to be updated quarterly). Thus, capital requirements are more restrictive at a consolidated level than at an individual level.

As of 30 June 2025, the Group's regulatory Tier 1 ratio reached 14.1% and the regulatory Total Capital ratio stood at 16.6%, amply fulfilling the minimum regulatory requirements in both cases.

The leverage ratio at consolidated level stood at 5.5% of the regulatory exposure as of 30 June 2025, while the regulatory requirement was 3.0%.

On 17 December 2024, CaixaBank received the formal communication from the Bank of Spain regarding the minimum requirement for own funds and eligible liabilities ("**MREL Requirement**") as determined by the Single Resolution Board ("**SRB**"), based on data as of 31 December 2023. According to this notification, CaixaBank, on a consolidated basis, must achieve a minimum volume of own funds and eligible liabilities ("**Total MREL Requirement**") of 21.23% of RWAs, effective from 17 December 2024, which equates to 24.42% when including the current "combined buffer requirement" on such date, i.e., 3.19% for June 2025.

In relation to the requirement for a minimum volume of own funds and eligible subordinated liabilities (the "**Subordinated MREL Requirement**"), the SRB has determined that CaixaBank, on a consolidated basis, must maintain a Subordinated MREL Requirement of 13.50% of RWAs, equates to 16.69% when including the "combined buffer requirement" (3.19%), and thus remaining unchanged from the previous requirement. Regarding the requirement that was in effect until the receipt of this notification, the new requirement represents a reduction of 31 basis points, mainly reflecting a decrease Market Confidence Charge (MCC).

Furthermore, CaixaBank, on a consolidated basis, must comply with a total MREL Requirement and Subordinated MREL Requirement of 6.15% on the leverage exposure or leverage ratio ("**LRE**").

The following tables show the MREL requirements compared to the MREL position of the Group on a consolidated basis as of 30 June 2025 and the applicable requirements:

Requirement as % of RWAs	MREL management position as of 30 June 2025	MREL regulatory [(1)] position as of 30 June 2025	Requirement as of 30 June 2025
MREL	27.1%	26.9%	24.42%
Subordinated MREL	23.8%	23.6%	16.69%

Requirement as % of LREs	MREL management position as of 30 June 2025	MREL regulatory [(1)] position as of 30 June 2025	Requirement as of 30 June 2025
MREL	10.6%	10.5%	6.15%
Subordinated MREL	9.3%	9.2%	6.15%

[(1)] As of 2025, in accordance with supervisory expectations, the regulatory ratios must include a deduction in CET1 of any excess above the threshold established for extraordinary payouts (12.25% in 2025).

Note that the relevant regulations applicable to CaixaBank establish certain consequences for failing to meet the institution's MREL requirements, including, among others: prohibition of certain distributions, requirement of additional capital, sanctions and other administrative measures.

Model risk

Model risk is defined as the possible adverse consequences for the Group that may arise from decisions founded chiefly on the results of internal models, due to errors in the construction, application or use of these models.

The Group uses a variety of internal models for several purposes: rating and scoring models are used in the approval process of credit transactions, provisions related to the credit and investment portfolio are calculated based on expected loss estimates, the Group's capital adequacy ratios are determined based on calculations of capital requirements, financial projections and planning models, market models, reputational risk models and operational risk models, etc. The decision-making of some strategic matters is based on the information provided by these internal models.

In the event that these internal models would not be predictive enough, either due to defects in the way the models were built or failure to update the models over time, this could result in an inaccurate or inadequate decision making, for instance, recording excessive or insufficient provisions, errors in calculating capital requirements or relying on financial planning based on incorrect assumptions. This could have a material adverse effect on the results of operations, financial condition and prospects of the Group.

Reputational risk

Reputational risk is the potential economic loss or lower revenues for the Group, as a result of events that negatively affect the perception that stakeholders have of the CaixaBank Group. By way of example, this includes the risk of disinformation or fake news, whereby false news is published on the situation or performance. This risk also encompasses potential reputational or economic loss resulting from not fully transparent tax structures, the perception of inadequate tax contributions, or the Group's presence in tax havens or low-tax jurisdictions (whether directly or due to its customers).

Reputational risk can arise from numerous sources, stemming from various factors, including the lack of integration of ESG aspects (see section "*ESG Risk Factors (Sustainability)*") into the Group's strategy, results and activities, as well as in support programmes for customers in difficulty or aimed at stimulating the economy (such as mortgage borrowers, socially excluded groups, entrepreneurs, etc.), especially during times of crisis. In this regard, measures related to the management of ESG risks have increased over recent years. Furthermore, climate change and environmental issues could impact reputational risk. The Group's response to climate change may be influenced by the evolving opinions of customers and increasing scrutiny from other stakeholders, such as investors and regulators.

In addition, certain legal proceedings may harm the Group's reputation, such as the claim brought against CaixaBank for an alleged breach of anti-money laundering regulations (see Note 24.3 (Provisions for Pending Legal and Tax Litigation) of the 2023 and 2024 Consolidated Annual Financial Statements and Note 17.2 of the 2025 Interim Consolidated Financial Statements).

The risk is monitored using internal and external selected reputational indicators from various sources of stakeholder expectations and perception analysis.

Although the Group actively manages reputational risk through its policies and reputational risk management committees, implementing internal training in order to mitigate the appearance of the impact of reputational risks, establishing protocols to deal with those affected by the Group's actions, or defining contingency and/or crisis plans that will be activated should certain risks arise, in the case of reputational risks arising, this could have an adverse material effect on the business, the financial condition and the results of the Group's operations.

<u>Operational risk</u>

At an internal level, the categories identified in the Taxonomy as operational risk are, according to their materiality: (i) conduct and compliance risk; (ii) legal and regulatory risk; (iii) technology risk; and (iv) other operational risks.

Conduct and compliance risk

This is defined as the Group's risk arising from the application of conduct criteria that run contrary to the interests of its customers and stakeholders or acts or omissions by the Group that are not compliant with the legal or regulatory framework, or internal policies, rules or procedures or the code of conduct, ethical standards or good practices. CaixaBank monitors this activity to ensure that the Group offers positive results for its customers and the markets in which the Group operates.

This is particularly relevant within the context of laws and regulations that are increasingly more complex and detailed, where their implementation requires a substantial and sophisticated improvement in technological and human resources, particularly those associated with anti-money laundering ("**AML**") or data protection, against the financing of terrorism, against bribes and corruption and sanctions, where such acts or omissions or inappropriate judgements in the execution of commercial activities could result in severe consequences, including complaints, sanctions, fines and an adverse effect on reputation. In this regard, CaixaBank has been sued for alleged non-compliance with AML regulations (see Note 24.3 (*Provisions for pending legal issues and tax litigation*) of the 2024 Consolidated Annual Financial Statements and Note 17.2 of the 2025 Interim Consolidated Financial Statements).

Financial crime has become the subject of enhanced scrutiny and supervision by regulators globally. AML, anti-bribery and corruption and international financial sanctions laws and regulations are continually evolving and subject to increasingly stringent regulatory oversight and focus, and the Group must comply with applicable regulations in the jurisdictions where it operates.

The aforementioned laws and regulations require, among other things, to conduct full customer due diligence (including politically-exposed-person and sanctioned persons screening), to keep the Group's customers, documentation and information up to date and to implement policies and procedures against financial crime. The Group is also required to conduct AML training for its employees and to report suspicious transactions and activity to appropriate law enforcement following full investigation by its AML team.

Legal and regulatory risk

Legal and regulatory risk is understood as the potential loss or decrease in the Group's profitability as a result of changes in prevailing legislation, the incorrect implementation of said legislation in the processes of the Group, the inadequate interpretation in the context of different transactions, the incorrect management of legal or administrative requirements or of the claims or claims received.

Legal risk

The Group is currently and, in the future, may be involved in various claims, disputes, legal proceedings and governmental investigations in jurisdictions where it is active. See Note 24.3 (*Provisions for pending legal issues and tax litigation*) and Note 24.5 (*Other provisions*) of the 2024 Consolidated Annual Financial Statements and Note 17.2 and 17.3 of the 2025 Interim Consolidated Financial Statements.

The Group is party to certain legal proceedings arising from the ordinary course of its business, including litigation concerning general conditions related to the granting of mortgage loans to consumers (such as floor clauses, multi-currency clauses and IRPH clauses) and other types of proceedings (e.g. relating to *revolving* credit cards or civil proceedings regarding the annulment of subscriptions with Bankia, etc.) as well as relationships with employees and other commercial or tax matters. The outcome of court proceedings is uncertain. The Group has recorded provisions covering obligations that may arise from various ongoing legal proceedings, totalling €859 million as of 30 June 2025 (€900 million as of 31 December 2024 and €627 million as of 31 December 2023). Additionally, CaixaBank has recognised provisions under the heading "*Other Provisions*" that totalled €318 million as of 30 June 2025 (€385 million as of 31 December 2024 and €418 million as of 31 December 2023) to address other risks.

Given the nature of these obligations, the expected timing of outflows of funds embodying economic benefits, should they arise, is uncertain. However, in view of the inherent difficulty of predicting the outcome of legal matters, 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 investigation, the provisions made by the Group or the estimate for maximum risk could prove to be inadequate, and may have to be increased to cover the impact of the different proceedings or to cover additional liabilities, which could lead to higher costs for the Group. This could have a material adverse effect on the Group's results and financial condition.

Regulatory risk

The financial services sector is among the most regulated sectors in the world. In response to the global financial crisis and the European sovereign debt crisis, governments, regulatory authorities and other bodies have made, and continue to make, proposals to reform the regulatory framework to enhance the financial services industry's ability to respond to future crises. The Group's operations are subject to continuous regulation and associated regulatory risks, including the effects of changes to the laws, regulations, policies and interpretations, in Spain, the EU and other markets in which it operates. This is particularly the case of the current market environment, where greater levels of governmental and regulatory intervention can be observed in the banking sector, which is expected to continue in the near future. This creates significant uncertainty for CaixaBank and the finance industry in general.

The regulations that most significantly impact the Group are those related to prudential supervision, bank recovery and resolution, as well as capital and liquidity requirements, which have become increasingly stringent (please see "Own *funds and capital adequacy risk"* and "*Liquidity and funding risk"*). Additionally, regulation has also considerably increased in customer and investor protection, digital and technological matters, taxation and anti-money laundering and ESG issues, among others.

The specific effects of a series of new laws, regulations and regulatory initiatives continue to create uncertainty because the drafting and implementation of these regulations (or the implementation of the corresponding regulatory initiatives) are still in progress and some of them have only just been adopted. As a result, the Group may be subject to greater liability or regulatory sanctions and it may be required to dedicate additional spending and resources to tackle the potential liability, and this may lead to additional changes in the near future and may also require the payment of levies, taxes, charges and comply with other additional regulatory requirements.

On 29 December 2022, Law 38/2022, of 27 December, for the establishment of temporary levies on energy and credit institutions and the creation of the temporary solidarity tax for high-net-worth individuals (*Ley 38/2022, de 27 de diciembre, para el establecimiento de gravámenes temporales energético y de entidades de crédito y establecimientos financieros de crédito y por la que se crea el impuesto temporal de solidaridad de las grandes* fortunas*, y se modifican determinadas normas tributarias*) (as amended, "**Law 38/2022**") entered into force. This law created a temporary levy for credit institutions operating in Spain with a total interest and commission income in the year ended 31 December 2019 equal to or greater than €800 million (on an individual or a consolidated basis) (the "**Temporary Bank Levy**"). The Temporary Bank Levy applied during the years 2023 and 2024 and taxed, at a rate of 4.8%, the sum of the net interest income and commission income and expenses derived from the activity conducted in Spain. Amounts payable for the Temporary Bank Levy are not tax deductible in the taxable base for the purposes of the Corporate Income Tax (*Impuesto sobre Sociedades*). Moreover, Law 38/2022 expressly prohibits the direct or indirect pass-through of payments of the Temporary Bank Levy and failure to comply with this obligation would result in sanctions to the corresponding credit institution in the amount of 150% of the amount passed through. In accordance with Law 38/2022, CaixaBank and certain entities within the Group are subject to it, which was accrued on 1 January 2023 for the 2023 financial year and on 1 January 2024 for the 2024 financial year under the heading "*Other operating expenses*" in the statement of profit or loss. The Group recorded €373 million for the 2023 fiscal year and €493 million for 2024.

On 28 December 2023, Royal Decree-law 8/2023, of 27 December, for the adoption of measures to address the economic and social consequences of the conflicts in Ukraine and the Middle East, as well as to mitigate the effects of drought was published on the Spanish Official Gazette (*Boletín Oficial del Estado*) ("**Royal Decree-law 8/2023**"). Pursuant to Additional Provision 5.1 of Royal Decree-law 8/2023, the Temporary Bank Levy was extended to the year 2024 and the potential integration of this levy as a permanent tax within the Spanish tax system in 2024 was also contemplated. In this regard, on 21 December 2024, Law 7/2024, of 20 December, establishing a Supplementary Tax to ensure an overall minimum level of taxation for multinational groups and large domestic groups, a Tax on the interest and commission margins of certain financial institutions and a Tax on liquids for electronic cigarettes and other tobacco-related products, and the amendment of other tax rules (*Ley 7/2024, de 20 de diciembre, por la que se establecen un Impuesto Complementario para garantizar un nivel mínimo global de imposición para los grupos multinacionales y los grupos nacionales de gran magnitud, un Impuesto sobre el margen de intereses y comisiones de determinadas entidades financieras y un Impuesto sobre los líquidos para cigarrillos electrónicos y otros productos relacionados con el tabaco, y se modifican otras normas tributarias*) ("**Law 7/2024**") was published in the State Official Gazette. Law 7/2024 creates a tax on interest and commission margins of certain financial institutions (the "**Tax on Interest and Commission Margins**"). On 23 December 2024 a technical improvement to the Tax on Interest and Commission Margins was approved through a royal decree-law, which amendment does not alter the amount to be paid. Subsequently, on 23 January 2025, a resolution of the Congress was published in the Spanish State Official Gazette repealing such royal decree-law, although this does not alter the previous conclusion. Following the approval of the Directive (UE) 2022/2523, CaixaBank initiated an assessment of the impact and implementation of this reform, which has no significant impact on the Group. CaixaBank has applied the temporary and mandatory exception to the requirements to recognise and disclose deferred tax assets and liabilities relating to income taxes. In this regard CaixaBank, in the profit and loss account the linear accrual of the Tax on Net Interest and Commission Margin (€296 million as of 30 June 2025).

Furthermore, on 18 April 2023, the European Commission published a package of legislative proposals to reform the current framework for bank crisis management and deposit insurance ("**CMDI**") within the European Union, which involves the revision of Directive 2014/59/EU on recovery and resolution (as amended, "**BRRD**"), the Regulation (EU) No 806/2014 of the European Parliament and of the Council, of 15 July 2014, 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 (the "**SRM Regulation**") and Directive 2014/49/EU on deposit guarantee schemes ("**DGS**"). Among other issues, it establishes a general preference for all deposits over ordinary unsecured credits (see—"*Capital and Eligible Liabilities Requirements* *and Loss Absorbing Powers*"). As of the date hereof, there is still uncertainty regarding the specific impacts that will arise from these proposals, as they are subject to the relevant legislative process and to further amendments by the European Parliament and the Council during the same, until the final text is approved and their provisions come into effect. On 25 June 2025, the Council and the European Parliament concluded a political agreement on the revised CMDI framework. The Council announced that the reform (i) improves the resolution process for small and medium-sized banks, giving them access to industry-funded safety nets as an additional resolution-financing tool; (ii) clarifies how the existing public interest assessment (PIA) should be conducted by resolution authorities; (iii) provides for a harmonised approach to carrying out the so-called 'least cost test' to determine whether a bank should be able to use the resources of the DGS instead of using other measures such as liquidation through an insolvency procedure; and (iv) the agreed text retains the current preference for the repayment of DGS-protected depositors in the first instance, and a second tier for deposits of households and SME depositors not covered by the DGS.

Implementation of the relevant procedures, monitoring and other technical and human requirements in relation to recent laws and regulations had and could further have an impact on CaixaBank's business by increasing its operational and compliance costs and, if not implemented correctly or in case of breaches in the relevant procedures, could lead to legal and regulatory claims (see "*Legal risk*").

Any legislative or regulatory actions and any required changes to the business operations of the Group's business resulting from such legislation, as well as any deficiencies in the Group's compliance with such legislation and regulation, could result in significant loss of revenue, limit the ability of the Group to pursue business opportunities in which the Group might otherwise consider engaging and provide certain products and services, affect the value of assets that it holds, require the Group to increase its prices and therefore reduce demand for its products, impose additional compliance and other costs on the Group or otherwise adversely affect its businesses.

Technological risk

Also, within the framework of regulatory operational risk, technology risk in the Taxonomy is defined as the risk of losses due to the inadequacy or failures of the hardware or software of technological infrastructure, due to cyberattacks or other circumstances that may compromise the availability, integrity, accessibility and security of infrastructure and data.

The Group's business and activities depend on its ability to process and report a large number of complex transactions efficiently and accurately with several and various products and services (generally brief due to their nature), Therefore, it relies on highly sophisticated Information and Communications Technology ("**ICT**") for the transmission, processing and storage of data. Nevertheless, ICT systems may be vulnerable to disruptions and failures, such as those caused by hardware and software malfunctions, computer viruses, hacking or cyberattacks and physical damage that the ICT centres could experience. This could result in disruptions to operations and unavailability of critical services, financial losses, and harm the Group's business.

The risk is divided into five subcategories that affect ICT: (i) availability —the risk that the performance and availability of ICT systems and data may be compromised, including the inability to recover services in the event of failures in a timely manner, for example, in ICT hardware or software components, or other weaknesses in the management of ICT systems; (ii) information security —the risk that a vulnerability may be exploited, leading to unauthorised access or damage to information systems or data; (iii) operation and management of change —risk derived from the inability to operate ICT systems and manage changes in a timely and controlled manner; (iv) data integrity —risk of data stored and processed by ICT systems being incomplete, inaccurate or incompatible with other ICT systems, for example as a result of inappropriate or inexistent controls during the ICT data life cycle (data architecture design, data model construction and/or data dictionaries, data extraction, data transfer and data processing, including data output), impairing the CaixaBank Group's ability to provide services and prepare the relevant and correct (risk) management and financial information; and (v) governance and strategy —risk of not having a proper governance of ICT strategy, aligned with the regulatory guidelines that require, among others, the involvement of Senior Management in strategic decision-making regarding technology, ensuring its contribution to the achievement of the business strategy goals.

Other operational risks

Within the Taxonomy, the category of "Other operational risks" includes losses or damages caused by (i) errors or failures in processes, (ii) external events, or (iii) accidental or intentional actions by third parties outside the Group. This includes, among others, risks related to outsourcing, operational continuity or external fraud. Third-party providers and certain affiliated companies provide key components of the Group's business infrastructure such as loan and deposit servicing systems, back office and business process support, IT production and support, internet connection and network access.

Relying on these third parties and affiliated companies can be a source of operational and regulatory risk to the Group, including with respect to security breaches affecting such parties. The Group is also subject to risk with respect to security breaches affecting the vendors and other parties that interact with these service providers. As the Group's interconnectivity with these third parties and affiliated companies increases, the risk of operational failure with respect to their systems increases. In addition, any problems caused by these third parties or affiliated companies, including as a result of them not providing their services for any reason, or performing their services poorly, could adversely affect the ability to deliver products and services to customers and otherwise conduct the Group's business, which could lead to reputational damage and regulatory investigations and intervention. Replacing these third-party vendors could also result in significant delays and expenses. Further, the regulatory and operational risk faced as a result of these arrangements may increase if such arrangements are restructured. Any restructuring could result in significant expense to the Group and significant delivery and execution risk, all of which could have a material adverse effect on the business, operations and financial condition of the Group.

ESG risk factors (Sustainability)

ESG risks are considered a transversal factor affecting several of the risks in the Taxonomy. This is also the approach adopted by most financial institutions as well as by regulators/supervisors. They are classified into three categories: Environmental, Social and Governance. Within the environmental risks, climate-related risks and other non-climatic environmental risks are included, such as risks arising from nature (loss of biodiversity, deforestation, pollutants, etc.).

Credit risk is the risk that may be most impacted by climate factors, both in the short term and in the medium to long term. Climate change and environmental issues can generate two main factors of credit risk that could negatively affect CaixaBank:

(a) Transition risks related to a low-carbon economic environment, both at the individual and systemic levels, such as through political, regulatory and technological changes; and

(b) Physical risks related to extreme weather events and longer-term trends, which could cause losses that diminish the value of CaixaBank's assets (both CaixaBank's own assets and those of CaixaBank's clients) and the solvency of CaixaBank's customers.

Although climate change primarily affects credit risk, it could also impact other risks identified in the Taxonomy, such as business profitability risk, reputational risk, legal and regulatory risk and other operational risks. In addition, liquidity and market risks are not specifically mentioned due to the low level of materiality that is applied to them. However, it has been assessed that the stress tests that are conducted are of sufficient magnitude to include impacts in these areas stemming from climate change.

Business profitability risks: Transition risk, climate risks and other environmental risks could have a material adverse effect on the business environment in which the Group operates and on its profitability.

Reputational risk: CaixaBank's response to climate change may be subject to evolving opinions from customers and increased scrutiny from other stakeholders (investors, regulators, etc.).

Liquidity risks: There may be some additional impact on CaixaBank's liabilities in the medium to long term if businesses or households are affected by climate risks that impact their cash flow generation, leading to lower deposits in financial institutions.

Market risks: Market changes in the most carbon-intensive sectors could affect energy and raw material prices, corporate bonds, stocks, and certain derivative contracts. The increasing frequency of extreme weather events could impact macroeconomic conditions, undermining fundamental factors such as economic growth, employment and inflation.

Legal and regulatory risk: There is greater regulation around sustainability, which includes environmental, social, and governance ("**ESG**") factors, such as Regulation (EU) 2020/852 on establishing a framework to facilitate sustainable investment (the "**EU Taxonomy Regulation**") and the Climate Delegated Act of the EU Taxonomy Regulation adopted by the EU Commission on 21 April 2021 (the "**EU Climate Taxonomy Delegated Act**"). The impact of the EU Taxonomy Regulation and the EU Climate Taxonomy Delegated Act is still unknown, including the changes CaixaBank would need to make to comply with them, and it could result in higher costs to meet these regulatory requirements.

Operational risk: Severe weather events could directly affect CaixaBank's business continuity and operations and its customers.

Any of the conditions described above could have a materially adverse effect on CaixaBank's business, financial position and operating results.

CaixaBank published its first decarbonisation targets for 2030 for the following sectors in October 2022: oil and gas, and electricity. In 2023, targets have been published for the following sectors: coal, iron and steel and automotive and in 2024 the following sectors for decarbonisation targets have been published: electricity, oil & gas, automotive, aviation, sea transport, production of cement, coal, iron and steel, commercial management of properties, and loans secured by immovable property. CaixaBank exposure to the relevant sectors applicable as of 31 December 2023 amounted to €27,423 million and, as of 31 December 2024 amounted to €54,741 million (€26,008 million for the sectors published as of 31 December 2023), representing 36% of CaixaBank's exposure to non-financial companies

Additionally, CaixaBank promoted the financing of sustainable activities, granting €25,096 million in 2023, €27,651 million in 2024 and €16,427 million in the first half of 2025. According to CaixaBank's Sustainable Financing and Transition Eligibility Guide published on April 2025, which aims to define criteria for considering CaixaBank's financing operations for individuals and companies as sustainable, as well as their contribution to the SDGs, CaixaBank's financing of sustainable activities includes as of the date hereof: (i) environmental activities; (ii) transition activities; (iii) social activities; and (iv) financing of Sustainability-Linked Loans (SLL).

Credit rating risk factor

The risks assumed by CaixaBank in accordance with the Taxonomy can negatively impact its rating. Any downgrading of CaixaBank's credit rating could increase its borrowing costs, restrict access to the capital markets and negatively affect the sale or marketing of products and any involvement in transactions, especially those involving longer terms and derivatives. This could reduce the Group's liquidity and have an adverse effect on its net profit and financial condition.

As at the date of this Prospectus, CaixaBank has been assigned the following credit ratings by rating agencies registered and accredited by the European Securities and Markets Authority ("**ESMA**"):

	LONG-TERM DEBT	SHORT-TERM DEBT	OUTLOOK	LAST REVIEW DATE
S&P Global	A+	A-1	Stable	16/09/2025
Moody's Ratings	A3	P-2	Stable	30/06/2025
Fitch Ratings Europe Limited	A-	F2	Stable	17/06/2025
DBRS Ratings GmbH	A (high)	R-1 (middle)	Stable	20/12/2024

RISKS RELATED TO THE PREFERRED SECURITIES

The Preferred Securities may be subject to the exercise of the Spanish Bail-in Power and the Non-Viability Loss Absorption by the Relevant Resolution Authority. Other powers contained in Law 11/2015 or the SRM Regulation could materially affect the rights of the Holders under, and the value of, any Preferred Securities

As further explained in section "*Capital and Eligible Liabilities Requirements and Loss Absorbing Powers—Loss absorbing powers*", the Preferred Securities may be subject to the bail-in tool (the Spanish Bail-in Power as defined therein) and to the write down and conversion powers (the Non-Viability Loss Absorption as defined therein) and in general to the powers that may be exercised by the Relevant Resolution Authority (as defined in the Conditions) under Law 11/2015 and the SRM Regulation. Such powers are in addition to the operation of the Trigger Conversion upon the occurrence of a Trigger Event pursuant to the Conditions and could be exercised by the Relevant Resolution Authority at any time if the relevant pre-conditions are met (including before a Trigger Event occurs).

These powers will impact how credit institutions and investment firms are managed as well as, in certain circumstances, the rights of creditors. Pursuant to Law 11/2015, in the event that the Relevant Resolution Authority considers that the Bank or the Group is in a situation of early intervention or resolution, Holders may be subject to, among other things, on any application of the Spanish Bail-in-Power, a write-down (including to zero), in which case there may be no conversion of the Preferred Securities into Ordinary Shares, or conversion into equity or other securities or obligations of amounts due under the Preferred Securities and additionally may be subject to any Non-Viability Loss Absorption in the event that the Relevant Resolution Authority determines that the Bank or the Group meets the conditions for its resolution or that it will no longer be viable unless such mechanism is applied. 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 Preferred Securities adversely affected, including by becoming holders of further subordinated instruments such as the Ordinary Shares. Such exercise could also involve modifications to, or the disapplication of, provisions in the Conditions including alteration of the Liquidation Preference or any Distributions payable on the Preferred Securities or the dates on which payments may be due, as well as the suspension of payments for a certain period (but without limiting the right of the Bank under Condition 4 to cancel payment of any Distributions at any time and for any reason).

To the extent that any resulting treatment of a Holder pursuant to the exercise of the Spanish Bail-in Power or Non-Viability Loss Absorption is less favorable than would have been the case in normal insolvency proceedings, a Holder of such affected Preferred 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 (as defined in the Conditions) (including, among other 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 Preferred 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 and the SRM Regulation if any resulting treatment of such Holder pursuant to the exercise of the Non-Viability Loss Absorption was less favorable than would have been the case in normal insolvency proceedings.

Furthermore, the exercise of the Spanish Bail-in Power or, where applicable, the Non-Viability Loss Absorption, with respect to the Preferred Securities 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 rights of Holders, the market price or value or trading behavior of any Preferred Securities and/or the ability of the Bank to satisfy its obligations under any Preferred Securities. There may be limited protections, if any, that will be available to holders of securities subject to the Spanish Bail-in Power (including the Preferred Securities) and to the broader resolution powers of the Relevant Resolution Authority. Accordingly, Holders may have limited or circumscribed rights to challenge any decision of the Relevant Resolution Authority to exercise its Spanish Bail-in Power and other resolution powers.

There remains uncertainty as to how or when the Spanish Bail-in Power and the Non-Viability Loss Absorption may be exercised and how it would affect the Bank, the Group and the Preferred Securities. The exercise of the Spanish Bail-in Power and/or the Non-Viability Loss Absorption by the Relevant Resolution Authority with respect to the Preferred Securities is likely to be inherently unpredictable and may depend on a number of factors which may also be outside of the Bank'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 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.

This uncertainty may adversely affect the value of the Preferred Securities. The price and trading behavior of the Preferred Securities may be affected by the threat of a possible exercise of any power under Law 11/2015 (including any early intervention measure before any resolution) or any suggestion of such exercise, even if the likelihood of such exercise is remote. Moreover, the Relevant Resolution Authority may exercise any such powers without providing any advance notice to the Holders.

In addition, the Conditions provide that the obligations of the Bank under the Preferred Securities are subject to, and may be limited by, the exercise of any Loss Absorbing Power (defined to include the powers defined herein as Spanish Bail-in Power and Non-Viability Loss Absorption) by the Relevant Resolution Authority.

Payments of Distributions on the Preferred Securities are discretionary and subject to the fulfilment of certain conditions and may be restricted as a result of a failure of the Group to comply with its capital requirements and/or its MREL requirements

The Preferred Securities accrue Distributions as further described in Condition 4, but the Bank may elect, in its sole and absolute discretion, to cancel the payment of any Distribution in whole or in part at any time and without any restriction on it thereafter.

Payments of Distributions in any financial year of the Bank shall be made only out of Distributable Items of the Bank. The level of the Bank's Distributable Items is affected by a number of factors such as changes to accounting rules, regulation or the requirements and expectations of applicable regulatory authorities, the performance of the business of the Group in general, factors affecting its financial position (including capital and leverage), the economic environment in which the Group operates and other factors outside of the Bank's control. In addition, adjustments to earnings, as determined by the Board of Directors, may fluctuate significantly and may materially adversely affect Distributable Items. The Bank's future Distributable Items, and therefore the ability of the Bank to make Distribution payments under the Preferred Securities, depend, among others, on the Bank's existing Distributable Items and its future profitability. Additionally, the Bank's Distributable Items may also be adversely affected by the servicing of more senior instruments or parity ranking instruments.

The Bank will cancel any Distribution (in whole or in part) which could otherwise be paid on the Distribution Payment Date if and to the extent that payment of such Distribution would, when aggregated with other relevant stipulated payments or distributions, exceed the Distributable Items of the Bank.

In addition, no payments will be made on the Preferred Securities (whether by way of a repayment of the Liquidation Preference, the payment of any Distribution or otherwise) if and to the extent that such payment would cause a breach of any regulatory restriction or prohibition on payments on AT1 capital pursuant to Applicable Banking Regulations including, without limitation, (i) any such restriction or prohibition relating to any Maximum Distributable Amount (as defined below) under Article 48 of Law 10/2014 and any provisions implementing such Article, and any other provision of Spanish law transposing or implementing Article 141(2) of the CRD Directive; (ii) any restrictions that could be imposed as a result of the MREL-Maximum Distributable Amount Provision (as defined below) pursuant to BRRD (as implemented in Spain) and the SRM Regulation; (iii) any restrictions that could be imposed if a G-SII does not meet at the same time the leverage ratio buffer and the minimum leverage ratio requirement (as of the date of this Prospectus, the Bank is not a G-SII) or (iv) any other restrictions contained in the Applicable Banking Regulations. See "*Capital and Eligible Liabilities Requirements and Loss Absorbing Powers—Capital and Eligible Liabilities Requirements*" for additional information.

In accordance with Article 48 of Law 10/2014, an entity not meeting its "combined buffer requirement" (see "*Capital and Eligible Liabilities Requirements and Loss Absorbing Powers—Capital and Eligible Liabilities Requirements—Overview of applicable capital and MREL requirements*") must calculate its Maximum Distributable Amount and until the Maximum Distributable Amount has been calculated and communicated to the Bank of Spain, that entity will be subject to restrictions on discretionary payments (including Distributions). Following such calculation, any discretionary payments by that entity (including the payment of any Distributions on the Preferred Securities) will be subject to the Maximum Distributable Amount so calculated.

As a consequence, in the event of breach of the applicable "combined buffer requirement" it may be necessary to reduce discretionary payments (in whole or in part), including payments of Distributions in respect of the Preferred Securities.

There are a number of factors (applicable capital requirements, the amount of CET1 capital, determination of the systemic risk buffer or any other applicable buffer by the relevant authorities, composition of the "combined buffer requirements" and calculation of the Maximum Distributable Amount) and possible issues of interpretation (including in connection with the amendment of the CRR, CRD Directive, BRRD, the SRM Regulation and its application, as there are issues to be further specified through binding technical standards and/or delegated legal acts and through guidelines and other matters are left to the discretion of the Competent Authority) which make it difficult to determine how the Maximum Distributable Amount will apply as a practical matter to limit Distributions on the Preferred Securities. This uncertainty and the resulting complexity may adversely impact the market price and liquidity of the Preferred Securities.

In addition, according to Article 16a of BRRD, as implemented in Spain by Article 16 bis of Law 11/2015, and Article 10a of the SRM Regulation, any failure by the Bank and/or the Group to meet the "combined buffer requirement" when considered in addition to the applicable MREL (including Subordinated MREL Requirements) (as these terms are defined in "*Capital and Eligible Liabilities Requirements and Loss Absorbing Powers—Capital and Eligible Liabilities Requirements*"), could result, among other things, in the imposition of restrictions or prohibitions on discretionary payments by the Bank according to the MREL-Maximum Distributable Amount Provision, including the payment of Distributions on the Preferred Securities (see "*Capital and Eligible Liabilities Requirements and Loss Absorbing Powers—Capital and Eligible Liabilities Requirements—Overview of applicable capital and MREL requirements*"). The prohibition under the MREL-Maximum Distributable Amount Provision may be imposed if the Issuer meets the combined buffer requirement but fails to meet the combined buffer requirement when considered in addition to the MREL requirements, and the Relevant Resolution Authority shall exercise its power in case it finds that the Issuer still fails to meet such requirement nine months after such situation has been notified (during which period the Relevant Resolution Authority will assess whether to impose the prohibition under the MREL-Maximum Distributable Amount Provision), except if the conditions set out in BRRD and the SRM for not exercising such power are met.

The interplay between the SREP requirements and the Maximum Distributable Amount and the MREL-Maximum Distributable Amount Provision as well as the determination of these maximum distributable amounts are complex. The maximum distributable amounts impose caps on the Issuer's ability to make discretionary payments (including payments of Distributions on the Preferred Securities) and on its ability to redeem or repurchase Preferred Securities. There are a number of factors for the complexity of the determination of the maximum distributable amounts, including the following:

- The Maximum Distributable Amount applies when certain capital buffers are not maintained over and above the minimum capital requirements (both Pillar 1 and P2R). The buffer requirements are set by the competent authorities and are subject to change over time. As a result, it is difficult to predict when or if the Maximum Distributable Amount will apply to the Preferred Securities, and to what extent.

- In addition, any increase in the applicable requirements, for instance as a result of the imposition by supervisors of additional capital or MREL requirements increases the likelihood of the Bank not being permitted to make payment of Distributions on the Preferred Securities due to the operation of the Maximum Distributable Amount or MREL-Maximum Distributable Amount Provision. Holders may not be able to predict accurately the proximity of the risk of discretionary payments (of interest and principal) on the Preferred Securities being prohibited from time to time as a result of the operation of limitations on distributions or payments.

This uncertainty and the resulting complexity may adversely impact the trading price and the liquidity of the Preferred Securities.

Furthermore, the Competent Authority, in accordance with Applicable Banking Regulations, may also require the Bank to cancel the relevant Distribution in whole or in part and upon the occurrence of a Trigger Event, no further Distributions on the Preferred Securities will be made, including any accrued and unpaid Distributions, which will be cancelled.

Therefore, there can be no assurance that a Holder will receive payments of Distributions in respect of the Preferred Securities. Any unpaid Distributions are not cumulative or payable at any time thereafter and, accordingly, if any Distribution (or part thereof) is not made in respect of the Preferred Securities as a result of any requirement for, or election of, the Bank to cancel such Distributions, then the right of the Holders to receive the relevant Distribution (or part thereof) in respect of the relevant Distribution Period will be extinguished and the Bank will have no obligation to pay such Distribution (or part thereof) or to pay any interest thereon, whether or not Distributions on the Preferred Securities are paid in respect of any future Distribution Period.

Any cancellation of Distributions on the Preferred Securities could occur without warning and any such cancellation or any perceived risk that Distributions may be cancelled may have a negative impact on the value of the Preferred Securities.

No such election to cancel the payment of any Distribution (or part thereof) or non-payment of any Distribution (or part thereof) will constitute an event of default or the occurrence of any event related to the insolvency of the Bank or entitle the Holders to take any action to cause the liquidation, dissolution or winding up of the Bank.

If, as a result of any of the conditions set out above being applicable, only part of the Distributions under the Preferred Securities may be paid, the Bank may proceed, in its sole discretion, to make such partial Distributions under the Preferred Securities.

Notwithstanding the applicability of any one or more of the conditions set out above resulting in Distributions under the Preferred Securities not being paid or being paid only in part, the Bank will not be in any way limited or restricted from making any distribution or equivalent payment in connection with any instrument ranking junior to the Preferred Securities (including, without limitation, any CET1 capital of the Bank or the Group) or in respect of any other instrument ranking by law or by its terms, to the extent permitted by law, *pari passu* with the Preferred Securities.

Additionally, investors should be aware that the Bank shall only pay any additional amounts payable in accordance with Condition 14 to the extent such payment can be made on the same basis as for a payment of any Distribution in accordance with Condition 4.

Although it is the Bank's intention to take into account the relative ranking of capital instruments when approving dividends and distributions, (the ranking of the Preferred Securities is further set out in the risk factor below on "*The obligations of the Bank under the Preferred Securities are subordinated and will be further subordinated* *upon conversion into Ordinary Shares*"), in accordance with the Applicable Banking Regulations and the Conditions, the Bank may discretionarily elect to cancel Distributions at any time and for any reason.

The Preferred Securities are perpetual

The Bank is under no obligation to redeem the Preferred Securities at any time and the Holders have no right to call for their redemption. Only in the event of any voluntary or involuntary liquidation or winding-up of the Bank, the Preferred Securities (unless previously converted into Ordinary Shares) will confer an entitlement to receive out of the assets of the Bank available for distribution to Holders, the Liquidation Distribution (as defined in the Conditions).

The Preferred Securities are irrevocably and mandatorily convertible into newly issued Ordinary Shares in certain prescribed circumstances

Upon the occurrence of a Trigger Event (if at any time the CET1 ratio (as defined in the Conditions) is less than 5.125%), the Bank will not make any further Distribution, including any accrued and unpaid Distributions which shall be cancelled by the Bank and the Preferred Securities will be irrevocably and mandatorily (and without any requirement for the consent or approval of the Holders) converted into newly issued Ordinary Shares. Holders shall have no claim against the Bank in respect of (i) any Liquidation Preference of Preferred Securities converted into Ordinary Shares; or (ii) any accrued and unpaid Distributions cancelled or otherwise unpaid, in each case pursuant to any Trigger Conversion. Holders shall have recourse to the Bank only for the issue and delivery of Conversion Shares pursuant to the Conditions. After the delivery of any Conversion Shares to the Settlement Shares Depository in accordance with Condition 6.10, the relevant Holders shall have recourse to the Settlement Shares Depository only for the delivery to them of any cash amounts or Conversion Shares to which such Holders are entitled under such Condition.

If a Trigger Event occurs, Holders will only have the claims under their Ordinary Shares, and such claims in a winding-up or liquidation of the Bank are the most junior-ranking of all claims. Claims in respect of Ordinary Shares are not for a fixed principal amount, but rather are limited to a share of the surplus assets (if any) remaining following payment of all amounts due in respect of the liabilities of the Bank.

Because a Trigger Event will occur when the Bank's or the Group's CET1 ratio will have deteriorated significantly, the resulting Trigger Event will likely be accompanied by a prior deterioration in the market price of the Ordinary Shares, which may be expected to continue after announcement of such Trigger Event.

Therefore, in the event of the occurrence of a Trigger Event, the Current Market Price (as defined in the Conditions) of an Ordinary Share may be below the Floor Price (as defined in the Conditions), and the Holders could receive Ordinary Shares at a time when the market price of the Ordinary Shares is considerably less than the Conversion Price (as defined in the Conditions). In such circumstances, Holders will receive a smaller number of Ordinary Shares that would have been the case had the Current Market Price been the Conversion Price at that time. In addition, there may be a delay in a Holder of Preferred Securities receiving its Ordinary Shares following a Trigger Event, during which time the market price of the Ordinary Shares may fall further. As a result, the value of the Ordinary Shares received on conversion following a Trigger Event could be substantially lower than the price paid for the Preferred Securities at the time of their purchase and, as a result, Holders may lose all or part of the value of their investment in the Preferred Securities.

Upon a Trigger Conversion, Holders will no longer have a debt claim in relation to the Preferred Securities and instead shall face the same risks as an investor in Ordinary Shares. See also "*Holders will bear the risk of fluctuations in the price of the Ordinary Shares and/or movements in the CET1 ratio that could give rise to the occurrence of a Trigger Event*".

The circumstances that may give rise to a Trigger Event are unpredictable and there are a number of factors that could affect the CET1 ratio

The occurrence of a Trigger Event is inherently unpredictable and depends on a number of factors, many of which are outside of the Group's control. For example, the occurrence of one or more of the risks described under "*Financial Risks*", or the deterioration of the circumstances described therein, will increase the likelihood of the occurrence of a Trigger Event.

Furthermore, the occurrence of a Trigger Event partially depends on the calculation of the CET1 ratio, which can be affected, among other things, by the growth of the Group's business and its future earnings; expected payments by the Bank in respect of dividends and distributions and other equivalent payments in respect of instruments ranking junior to the Preferred Securities as well as other instruments ranking by law or by its terms, to the extent permitted by law, *pari passu* with the Preferred Securities; regulatory changes (including possible changes in regulatory capital definitions or capital requirements definitions, calculations of the CET1 ratio and its components or the interpretation thereof by the relevant authorities, including CET1 capital and RWAs, in each case on an individual or a consolidated basis); changes in the Group's structure or organization; and the Group's ability to manage actively its RWAs. The CET1 ratio of the Bank or the Group at any time may also depend on decisions taken by the Group in relation to its businesses and operations, as well as the management of its capital position. Holders will not have any claim against the Bank or any other member of the Group in relation to any such decision. Such decisions could cause Holders to lose all or part of the value of their investment in the Preferred Securities.

In addition, since the Competent Authority may require the Bank and the Group to calculate the CET1 ratio at any time, a Trigger Event could occur at any time. Due to the inherent uncertainty in advance of any determination of such event regarding whether a Trigger Event may exist, it will be difficult to predict when, if at all, the Preferred Securities will be converted into Ordinary Shares. Accordingly, trading behavior in respect of the Preferred Securities is not necessarily expected to follow trading behavior associated with other types of convertible or exchangeable securities. Any indication that the Bank's or the Group's CET1 ratio is decreasing (and hence the risk of a Trigger Event occurring is becoming increasingly proximate) may be expected to have an adverse effect on the market price of the Preferred Securities and on the price of the Ordinary Shares. Under such circumstances, investors may not be able to sell their Preferred Securities easily or at prices comparable to other similar yielding instruments.

The obligations of the Bank under the Preferred Securities are subordinated and the rights of Holders will be further subordinated upon conversion into Ordinary Shares

The payment obligations of the Bank under the Preferred Securities on account of principal constitute direct, unconditional, unsecured and subordinated obligations (*créditos subordinados*) of the Bank in accordance with Article 281.1.2º Insolvency Law read in conjunction with Additional Provision 14.3 of Law 11/2015, and upon the insolvency of the Bank, for so long as the obligations of the Bank under the Preferred Securities qualify as Additional Tier 1 Instruments but subject to any other ranking that may apply as a result of any mandatory provision of law (or otherwise), rank as set out in Condition 3. For these purposes, as of the date of this Prospectus and according to Additional Provision 14.3 of Law 11/2015, the ranking of the Preferred Securities and any other subordinated obligations of the Bank may depend on whether those obligations qualify at the relevant time as Additional Tier 1 Instruments or Tier 2 Instruments or constitute subordinated obligations of the Bank not qualifying as Additional Tier 1 Instruments or Tier 2 Instruments. See Condition 3 for the complete provisions regarding the ranking of the Preferred Securities.

Note that the second paragraph of Article 48(7) of the BRRD, as implemented in Spain through Additional Provision 14.3 of Law 11/2015, clarifies that if an instrument is only partly recognized as an own funds instrument, the whole instrument shall be treated in insolvency as a claim resulting from an own funds instrument and shall rank lower than any claim that does not result from an own funds instrument.

No security or guarantee of whatever kind is, or shall at any time be, provided by the Issuer or any other person securing the rights of the Holders under the Preferred Securities.

In addition, if the Bank were wound up or liquidated, the Bank's liquidator would first apply the assets of the Bank to satisfy all claims of holders of unsubordinated obligations of the Bank and other subordinated creditors ranking ahead of Holders. If the Bank does not have sufficient assets to settle claims of prior ranking creditors in full, the claims of the Holders under the Preferred Securities will not be satisfied. Holders will share equally in any distribution of assets with the holders of any other instrument ranking by law or by its terms, to the extent permitted by law, *pari passu* with the Preferred Securities if the Bank does not have sufficient funds to make full payment to all of them. In such a situation, Holders could lose all or part of their investment.

Furthermore, if a Trigger Event occurs before the liquidation or winding-up of the Bank but the Trigger Conversion of the Preferred Securities into Ordinary Shares pursuant to the Conditions is still to take place at the time of the liquidation or winding-up of the Bank, the entitlement of Holders will be to receive out of the relevant assets of the Bank a monetary amount equal to that which Holders would have received on any distribution of the assets of the Bank if such Trigger Conversion had taken place immediately prior to such liquidation or winding-up.

Therefore, if a Trigger Event occurs, each Holder will be effectively further subordinated from being the holder of a subordinated debt instrument to being the holder of Ordinary Shares and there is an enhanced risk that Holders will lose all or some of their investment.

Additionally, there is no restriction on the amount or type of further securities or indebtedness which the Bank may issue or incur which ranks senior to, or *pari passu* with, the Preferred Securities. The incurrence of any such further indebtedness may reduce the amount recoverable by Holders on a liquidation, dissolution or winding-up of the Bank in respect of the Preferred Securities and may limit the ability of the Bank to meet its obligations in respect of the Preferred Securities, and result in a Holder losing all or some of its investment in the Preferred Securities. In addition, the Preferred Securities do not contain any restriction on the Bank issuing securities that may have preferential rights to the Ordinary Shares or securities ranking by law or by its terms, to the extent permitted by law, *pari passu* with the Preferred Securities and having similar or preferential terms to the Preferred Securities.

There are no events of default

Holders have no ability to require the Bank to redeem their Preferred Securities. The terms of the Preferred Securities do not provide for any events of default. The Bank is entitled to cancel the payment of any Distribution (or any additional amounts payable in accordance with Condition 14) in whole or in part at any time and as further contemplated in Condition 4 (see "*Payments of Distributions on the Preferred Securities are discretionary and subject to the fulfilment of certain conditions and may be restricted as a result of a failure of the Group to comply with its capital requirements and/or its MREL requirements*" for additional information) and such cancellation will not constitute an event of default or similar event or entitle Holders to take any related action against the Bank. Furthermore, the Trigger Conversion will not constitute an event of default or the occurrence of any event related to the insolvency of the Bank or entitle Holders to take any action to cause the liquidation, dissolution or winding-up of the Bank. If Ordinary Shares are not issued and delivered following a Trigger Event, then on a liquidation or winding-up of the Bank the claim of a Holder will not be in respect of the Liquidation Preference of its Preferred Securities but will be an entitlement to receive out of the relevant assets a monetary amount equal to that which Holders would have received on any distribution of the assets of the Bank if such Conversion had taken place immediately prior to such liquidation or winding-up.

In the event that the Bank fails to make any payments or deliver any Ordinary Shares when the same may be due, the remedies of Holders are limited to bringing a claim for breach of contract.

The Preferred Securities may be redeemed at the option of the Bank

Holders have no ability to require the Bank to redeem their Preferred Securities; by contrast, all, and not some only, of the Preferred Securities may be redeemed at the option of the Bank, subject to the prior consent of the Competent Authority, at any time in the period commencing on (and including) 25 March 2035 and ending on (and including) the First Reset Date and on any Distribution Payment Date thereafter, in each case at the Redemption Price and otherwise in accordance with Applicable Banking Regulations then in force. The Preferred Securities are also redeemable on or after the Closing Date at the option of the Bank in whole but not in part, at any time, at the Redemption Price (subject to the prior consent of the Competent Authority and otherwise in accordance with Applicable Banking Regulations then in force) if there is any of a Capital Event, a Tax Event or an Eligible Liabilities Event (as these terms are defined in the Conditions). Additionally, the Issuer may choose to redeem the Preferred Securities at any time (including within the first 5 years following the Closing Date unless otherwise restricted by the Applicable Banking Regulations and/or the Competent Authority or afterwards) at the Redemption Price, if 75 per cent. or more of the aggregate principal amount of the Preferred Securities has been redeemed or purchased by, or on behalf of the Issuer (subject to the prior consent of the Competent Authority and otherwise in accordance with Applicable Banking Regulations then in force).

Under the CRR, the Competent Authority shall give its consent to a redemption, repayment or repurchase of the Preferred Securities provided that either of the following conditions is met:

(i) before or at the same time as such redemption of the Preferred Securities, the Bank replaces the Preferred Securities with own funds of an equal or higher quality on terms that are sustainable for the income capacity of the Bank; or

(ii) the Bank has demonstrated to the satisfaction of the Competent Authority that its own funds and eligible liabilities would, following such redemption, exceed the own funds and eligible liabilities set out under CRR, CRD Directive and BRRD by a margin that the Competent Authority considers necessary.

In addition, pursuant to Article 78.4 of CRR, the permission of the Competent Authority may be given only for the redemption of the Preferred Securities during the five years following their date of issuance if, besides the above-mentioned conditions, one of the following is met:

(i) in the case of redemption due to the occurrence of a Capital Event, (i) the Competent Authority considers the change that would cause such Capital Event to be sufficiently certain and (ii) the institution demonstrates to the satisfaction of the Competent Authority that the Capital Event was not reasonably foreseeable at the time of the issuance of the Preferred Securities; or

(ii) in the case of redemption due to 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 issuance of the Preferred Securities; or

(iii) before or at the same time of such redemption, the institution replaces the Preferred Securities with own funds instruments of equal or higher quality at terms that are sustainable for its income capacity 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.

Regarding the Tax Event, it must be noted that on 22 December 2022, the European Commission published the Council Directive 2022/2523 of 15 December 2022 concerning the assurance of a global minimum level of taxation for multinational groups and large domestic groups within the EU (the "**Pillar 2 Directive**") which is aimed at implementing the OECD Pillar Two Model Rules. As a consequence of the above, Spain has enacted Law 7/2024 in order to establish a supplementary tax to ensure an overall minimum level of taxation for multinational groups and large domestic groups. As a consequence, companies will be required to pay an additional tax on the difference between their effective GloBE tax rate per jurisdiction and the minimum tax rate of 15%. If, following the implementation of the Pillar 2 Directive or any other similar tax measure in Spain, the interests of the Issuer are adversely affected, this may result in the occurrence of a Tax Event if the relevant conditions for such Tax Event to occur are met.

If any notice of redemption of the Preferred Securities is given pursuant to Condition 7 and a Trigger Event occurs prior to such redemption, the relevant redemption notice shall be automatically rescinded and shall be of no force and effect, there shall be no redemption of the Preferred Securities on such redemption date and, instead, the conversion of the Preferred Securities shall take place as provided under Condition 6.

If the Bank exercised its right to redeem the Preferred Securities in accordance with Condition 7 but failed to make payment of the Redemption Price when due, such failure would only entitle Holders to bring a claim for breach of contract against the Bank, which, if successful, could result in damages.

It is not possible to predict whether or not a Capital Event, a Tax Event or an Eligible Liabilities Event will occur, and if so whether or not the Bank will elect to exercise such option to redeem the Preferred Securities or any prior consent of the Competent Authority required for such redemption will be given. There can be no assurance that, in the event of any such early redemption, Holders will be able to reinvest the proceeds at a rate that is equal to the return on the Preferred Securities. In the case of any early redemption of the Preferred Securities at the option of the Bank on any Distribution Payment Date falling on or after the First Reset Date, the Bank may be expected to exercise this option when its funding costs are lower than the Distribution Rate at which Distributions are then payable in respect of the Preferred Securities. In these circumstances, the rate at which Holders are able to reinvest the proceeds of such redemption is unlikely to be as high as, and may be significantly lower than, that Distribution Rate.

In addition, the redemption feature of the Preferred Securities is likely to limit their market value. During any period when the Bank has the right to elect to redeem the Preferred Securities or there is a perceived increase in the likelihood that the Bank will exercise the right to elect to redeem the Preferred Securities, the market value of the Preferred Securities is unlikely to rise substantially above the price at which they can be redeemed. This may also be true prior to such period.

The terms of the Preferred Securities contain a waiver of set-off rights

The Conditions provide that Holders waive any set-off, netting or compensation rights against any right, claim, or liability the Bank has, may have or acquire against any Holder, directly or indirectly, howsoever arising. As a result, Holders will not at any time be entitled to set-off the Bank's obligations under the Preferred Securities against obligations owed by them to the Bank. Holders may therefore be required to initiate separate proceedings to recover amounts in respect of any counter claim and may receive a lower recovery in the event of a liquidation or winding-up of the Bank than if set-off, netting or compensation were permitted.

The interest rate on the Preferred Securities will be reset on each Reset Date, which may affect the market value of the Preferred Securities

The Preferred Securities will bear interest at an initial fixed rate of interest from (and including) the Closing Date to (but excluding) the First Reset Date. From (and including) the First Reset Date, and on every Reset Date thereafter, the interest rate will be reset as described in Condition 4. This reset rate could be less than the initial interest rate and/or the interest rate that applies immediately prior to such Reset Date, which could affect the amount of any Distributions under the Preferred Securities and so the market value of an investment in the Preferred Securities.

Impact of interest rates and inflation on the price and yield of Preferred Securities

The Preferred Securities are affected by the expectations in an inflationary market and a tight monetary policy (i.e., expectations of interest rate increases). The value of the Preferred Securities will be adversely affected if inflation and/or market interest rates subsequently increase above the rate paid on the Preferred Securities. Investors should be aware that inflation and/or movements of the interest rate can adversely affect the price of the Preferred Securities and can lead to losses for the Holders if they sell the Preferred Securities.

Holders are exposed to the risk of fluctuating interest rate levels. Fluctuating interest rate levels make impossible to determine the yield of the Preferred Securities in advance.

Substitution and variation of the Preferred Securities without Holder consent

Subject to Condition 9, if any of a Capital Event, a Tax Event, an Eligible Liabilities Event or an Alignment Event (as defined in the Conditions) occurs, the Bank may, instead of redeeming the Preferred Securities (in the case of a Capital Event, a Tax Event or an Eligible Liabilities Event), at any time, without the consent or approval of the Holders, and subject to receiving consent from the Competent Authority, either (a) substitute new preferred securities for all (but not some only) the Preferred Securities whereby such new preferred securities shall replace the Preferred Securities or (b) vary the terms of all (but not some only) the Preferred Securities, so that the Preferred Securities may become or remain Qualifying Preferred Securities (as defined in the Conditions), provided that such substitution or variation shall not result in terms that are materially less favorable to the Holders, as certified by two authorised signatories of the Bank.

While Qualifying Preferred Securities must contain terms that are otherwise materially no less favorable to investors as the original terms of the Preferred Securities, there can be no assurance that the terms of any Qualifying Preferred Securities will be viewed by the market as equally or more favorable, or that the Qualifying Preferred Securities will trade at prices that are equal to or higher than the prices at which the Preferred Securities would have traded on the basis of their original terms.

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

Holders have limited anti-dilution protection

The number of Ordinary Shares to be issued and delivered on conversion in respect of each Preferred Security shall be determined by dividing the Liquidation Preference of such Preferred Security by the Conversion Price in effect on the Trigger Event Notice Date. The Conversion Price will be, if the Ordinary Shares are then admitted to trading on a Relevant Stock Exchange, the higher of: (a) the Current Market Price of an Ordinary Share; (b) the Floor Price (€5.845 per Ordinary Share, subject to adjustment in accordance with the Conditions); and (c) the nominal value of an Ordinary Share (being €1.00 on the Closing Date) or, if the Ordinary Shares are not then admitted to trading on a Relevant Stock Exchange, the higher of (b) and (c) above. See Condition 6 for the complete provisions regarding the Conversion Price.

The Floor Price will be adjusted in the event that there is a consolidation, reclassification/redesignation or subdivision affecting the Ordinary Shares, the payment of Adjustable Extraordinary Dividends or Non-Cash Dividends, rights issues or grant of other subscription rights or certain other events which affect the Ordinary

Shares, but only in the situations and to the extent provided in Condition 6.3. There is no requirement that there should be an adjustment for every corporate or other event that may affect the value of the Ordinary Shares, that adjustments under the Preferred Securities be made on the same terms and at the same time as adjustments under other securities of the Bank or that, if a Holder were to have held the Ordinary Shares at the time of such adjustment, such Holder would not have benefited to a greater extent. Furthermore, the adjustment events that are included in the terms of the Preferred Securities (in particular, the payment of any Adjustable Extraordinary Dividends to Shareholders) are more restrictive than those often included in the terms of convertible securities, including other series of additional tier 1 contingent convertible securities of the Bank. In addition, given that the Floor Price is close to the nominal value of an ordinary share of the Bank as of the Closing Date (i.e., €1.00) and that such nominal value operates as backstop of the Conversion Price, only in the event that there is a subsequent reduction in the nominal value of the ordinary share of the Bank investors will benefit from the application of the anti-dilution protection mechanisms of Condition 6.3, which operate by reducing the Floor Price of the Preferred Securities.

Furthermore, the Conditions do not provide for certain undertakings from the Bank which are sometimes included in securities that convert into the ordinary shares of a bank to protect investors in situations where the relevant conversion price adjustment provisions do not operate to neutralize the dilutive effect of certain corporate events or actions on the economic value of the Conversion Price. For example, the Conditions contain neither an undertaking restricting the modification of rights attaching to the Ordinary Shares nor an undertaking restricting issues of new share capital with preferential rights relative to the Preferred Securities.

Further, if the Bank issues any Ordinary Shares credited as fully paid to Shareholders by way of capitalization of profits or reserves (including any share premium account or capital redemption reserve), where the Shareholders may elect to receive a Dividend in cash in lieu of such Ordinary Shares and such Dividend does not constitute an Extraordinary Dividend, no Floor Price adjustment shall be applicable in accordance with Conditions 6.3(b) and 6.3(c), and therefore the Holders will not be protected by anti-dilution measures.

Accordingly, corporate events or actions in respect of which no adjustment to the Floor Price is made may adversely affect the value of the Preferred Securities.

In order to comply with increasing regulatory capital requirements imposed by applicable regulations, the Bank may need to raise additional capital. Further capital raisings by the Bank could result in the dilution of the interests of the Holders, subject only to the limited anti-dilution protections referred to above.

Prior to the issue and registration of the Ordinary Shares to be delivered following the occurrence of a Trigger Event, Holders will not be entitled to any rights with respect to such Ordinary Shares, but will be subject to all changes made with respect to the Ordinary Shares

Any pecuniary rights with respect to the Ordinary Shares, in particular the entitlement to dividends, shall only arise and the exercise of voting rights and rights related thereto with respect to any Ordinary Shares is only possible after the date on which, following a conversion, as a matter of Spanish law, the relevant Ordinary Shares are issued and the person entitled to the Ordinary Shares is registered as a shareholder in the Spanish securities, clearance and settlement system (*Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores, S.A.U.*) ("**Iberclear**") and its participating entities in accordance with the provisions of, and subject to, the applicable Spanish law and the limitations provided in the Bank's bylaws. Therefore, any failure by the Bank to issue, or effect the registration of, the Ordinary Shares after the occurrence of a Trigger Event shall result in the Holders not receiving any benefits related to the holding of the Ordinary Shares and, on a liquidation or winding-up of the Bank, the entitlement of any such Holders will be an entitlement to receive out of the relevant assets of the Bank a monetary amount equal to that which Holders would have received on any distribution of the assets of the Bank if such conversion had taken place immediately prior to such liquidation or winding-up, as more particularly described in Condition 5.2. Furthermore, under Spanish law only the holders of the shares according to the registry kept by Iberclear are entitled to exercise voting, pre-emptive and other rights in respect of such shares.

If a Delivery Notice is not duly delivered by a Holder, that Holder will bear the risk of fluctuations in the price of the Ordinary Shares and the Bank may, in its sole and absolute discretion, cause the sale of any Ordinary Shares underlying the Preferred Securities

In order to obtain direct delivery of the relevant Ordinary Shares on conversion, the relevant Holder must deliver a duly completed Delivery Notice to the Bank through the relevant Iberclear Members (as defined in the Conditions) and according to the Iberclear procedures from time to time, all in accordance with the provisions set out under Condition 6.10. The Ordinary Shares corresponding to the Preferred Securities in respect of which no duly completed Delivery Notices have been delivered on or before the Notice Cut-off Date shall be delivered by the Bank to the Settlement Shares Depository on the Conversion Settlement Date through Iberclear. Within ten Business Day following the Conversion Settlement Date, the Settlement Shares Depository shall procure that all Ordinary Shares so received are sold as soon as reasonably practicable and the net proceeds of sale shall as soon as reasonably practicable be distributed rateably to the relevant Holders in accordance with Condition 4.2 or in such other manner and at such time as the Bank shall determine and notify to the Holders.

Due to the fact that, in the event of a Trigger Event, investors are likely to receive Ordinary Shares at a time when the market price of the Ordinary Shares is very low, the cash value of the Ordinary Shares received upon any such sale could be substantially lower than the price paid for the Preferred Securities at the time of their purchase. In addition, the proceeds of such sale may be further reduced as a result of the number of Ordinary Shares offered for sale at the same time being much greater than may be the case in the event of sales by individual Holders.

A capital reduction may take place in accordance with the Spanish Companies Act

In accordance with Article 418.3 of the Spanish Companies Act, in the event that the Bank intends to approve a capital reduction by reimbursement of contributions (*devolución de aportaciones*) to shareholders, the Bank may have to offer the Holders to convert their Preferred Securities into Ordinary Shares at the applicable Conversion Price prior to the execution of such capital reduction. A resolution of capital reduction for the redemption of any Ordinary Shares previously repurchased by the Bank will not be considered a capital reduction for these purposes.

Holders will bear the risk of fluctuations in the price of the Ordinary Shares and/or movements in the CET1 ratio that could give rise to the occurrence of a Trigger Event

The market price of the Preferred Securities is expected to be affected by fluctuations in the market price of the Ordinary Shares, in particular if at any time there is a significant deterioration in the CET1 ratio by reference to which the determination of any occurrence of a Trigger Event is made, and it is impossible to predict whether the price of the Ordinary Shares will rise or fall. Market prices of the Ordinary Shares will be influenced by, among other things, the financial position of the Bank and/or the Group, the results of operations and political, economic, financial and other factors. Any decline in the market price of the Ordinary Shares or any indication that the Bank's or the Group's CET1 ratio is decreasing (and hence the risk of a Trigger Event occurring is becoming increasingly proximate) may have an adverse effect on the market price of the Preferred Securities. The level of the CET1 ratio specified in the definition of Trigger Event may also significantly affect the market price of the Preferred Securities and/or the Ordinary Shares.

Fluctuations in the market price of the Ordinary Shares between the date upon which the Trigger Event Notice (as defined in the Conditions) is given and the Conversion Settlement Date may also further affect the value to a Holder of any Ordinary Shares delivered to that Holder on the Conversion Settlement Date.

Risks relating to the 5-year Mid-Swap Rate and other "benchmarks"

The calculation of any Distributions in respect of the Preferred Securities from and including the First Reset Date is dependent upon the relevant 5-year Mid-Swap Rate (as defined in the Conditions) as determined at the relevant time (as specified in the Conditions). Certain interest rates and indices which are deemed to be "benchmarks" (including the 5-year Mid-Swap Rate and EURIBOR) have been the subject of recent national and international regulatory guidance and proposals for reform including the recent approval and entry into force of the Benchmark Regulation, that could have a material impact on the Preferred Securities, its value and return, in particular, if the methodology or other terms of any "benchmarks" are changed in order to comply with new requirements. Such changes or the general increased regulatory scrutiny of "benchmarks" could, among other things, have the effect of reducing, increasing or otherwise affecting the volatility of the published rate or level of the relevant "benchmark" and increase the costs and risks of administering or otherwise participating in the setting of a "benchmark" and complying with any such regulations or requirements.

Such factors may have the following effects on certain "benchmarks": (i) discourage market participants from continuing to administer or contribute to the "benchmark"; (ii) trigger changes in the rules or methodologies used in the "benchmark"; (iii) or lead to the disappearance of the "benchmark".

The Conditions provide for certain fallback arrangements in the event that the Original Reference Rate ceases to exist or be published or another Benchmark Event (as defined in Conditions) occurs. See Condition 4.9 for additional information. These fallback arrangements include the possibility that the Distribution Rate could be determined by the Bank and an Independent Financial Adviser (acting in good faith and in a commercially reasonable manner), without any separate consent or approval of the Holders, by reference to a Successor Rate or an Alternative Rate and that an Adjustment Spread may be applied to such Successor Rate or Alternative Rate, together with the making of certain Benchmark Amendments to the Conditions. In certain circumstances, the Adjustment Spread is the spread, quantum, formula or methodology which the Bank determines to be appropriate to reduce or eliminate to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as the case may be) to the Holders as a result of the replacement of the Original Reference Rate with the Successor Rate or the Alternative Rate (as the case may be). However, such Adjustment Spread may not be effective to reduce or eliminate economic prejudice to Holders. The use of a Successor Rate or an Alternative Rate may result in Distributions that are lower than, or otherwise do not correlate over time with, the payments that could have been made on the Preferred Securities if the Original Reference Rate continued to be available in its current form.

If the (i) Bank is unable to appoint an Independent Financial Adviser or (ii) the Bank and the Independent Financial Adviser, acting in good faith and in a commercially reasonable manner, do not agree on the selection of a Successor Rate or an Alternative Rate prior to the relevant Reset Determination Date, then the Original Reference Rate for the Reset Period will be: (a) in the case of each Reset Period other than the Reset Period commencing on the First Reset Date, the Original Reference Rate in respect of the immediately preceding Reset Period; or (b) in the case of the Reset Period commencing on the First Reset Date, 2.355 per cent. per annum.

Applying the Distribution Rate applicable as at the last preceding Reset Determination Date before the occurrence of the Benchmark Event will result in the Preferred Securities performing differently (which may include payment of a lower Distribution Rate) than they would do if the relevant benchmark were to continue to apply, or if a Successor Rate or Alternative Rate could be determined. In addition, in such scenario, the Preferred Securities would become a fixed rate security.

Furthermore, no Successor Rate, Alternative Rate or Adjustment Spread may be adopted, nor any other amendment to the Conditions may be made to effect any Benchmark Amendments, if and to the extent that, in the determination of the Bank, the same could reasonably be expected to prejudice the qualification of the Preferred Securities as Additional Tier 1 Capital of the Bank or the Group.

Investors should consider these matters when making their investment decision with respect to the Preferred Securities.

Limitation on gross-up obligation

The Bank's obligation to pay additional amounts in respect of any withholding or deduction in respect of taxes under the Conditions applies only to payments of Distributions and not to payments of any Liquidation Preference or other amount. Accordingly, if any such withholding or deduction were to apply to payments of any Liquidation Preference under the Preferred Securities, Holders may receive less than the full amount due under the Preferred Securities, and the market value of the Preferred Securities may be adversely affected.

Credit ratings may not reflect all risks associated with an investment in the Preferred Securities

The Preferred Securities are expected to be rated "BB+" by S&P Global and "Ba2" by Moody's. Ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed above, and other factors that may affect the value of the Preferred Securities.

Similar ratings assigned to different types of securities do not necessarily mean the same thing and any rating assigned to the Preferred Securities does not address the likelihood that Distributions (or any additional amounts payable in accordance with Condition 14) or any other payments in respect of the Preferred 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 Preferred Securities may affect the market value of the Preferred Securities. 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 Preferred Securities, as opposed to any revaluation of the Bank's financial strength or other factors such as conditions affecting the financial services industry generally.

In addition, rating agencies other than S&P Global and Moody's may assign unsolicited ratings on the Preferred Securities. In such circumstances, there can be no assurance that such rating will not differ from, or be lower than, the ratings provided by S&P Global and Moody's. The decision to decline a rating assigned by a hired rating agency, the delayed publication of such rating or the assignment of a non-solicited rating by a rating agency not hired by the Bank could adversely affect the market value and liquidity of the Preferred Securities.

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 organization. Potential investors should not rely on any rating of the Preferred Securities and should make their investment decision on the basis of considerations such as those outlined above (see "*Important Notices*" for additional information). The Bank 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 Bank or any securities of the Bank is a third-party decision for which the Bank does not assume any responsibility.

In general, European (including UK) regulated investors are restricted under the CRA Regulation (which also forms part of the domestic law of the UK by virtue of the EUWA, (as amended, the "**UK CRA Regulation**") from using credit ratings for regulatory purposes, unless such ratings are issued by a credit rating agency established in the EU and UK and registered under the CRA Regulation or the UK CRA Regulation, as applicable (and such registration has not been withdrawn or suspended). If the status of the rating agency of the Preferred Securities changes, European (including UK) regulated investors may no longer be able to use the rating for regulatory purposes and the Preferred Securities may have a different regulatory treatment. This may result in European (including UK) regulated investors selling the Preferred Securities which may impact the value of the Preferred Securities in the secondary market.

DOCUMENTS INCORPORATED BY REFERENCE

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 the Issuer 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. Any statement contained in any document incorporated herein by reference shall be deemed to be modified or superseded for the purposes of this Prospectus to the extent that a statement contained herein modifies or supersedes that statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Prospectus.

The following documents, which have been previously published and have been filed with the CNMV, are incorporated in, and form part of, this Prospectus: CaixaBank's Universal Registration Document drawn up pursuant to Annex 2 of the Prospectus Regulation, approved and registered with the CNMV on 29 April 2025 (the "**URD**"), including, for the avoidance of doubts, all documents incorporated by reference thereto, and excluding the section "*Factores de Riesgo*", available at CaixaBank's website (caixabank.com/deployedfiles/caixabank_com/Estaticos/PDFs/Accionistasinversores/DRU_2025.pdf), as amended by the amendment document approved and registered with the CNMV on 8 May 2025 (the "**Amendment to the URD**") available at CaixaBank's website (Modificacion_Documento_Registro_1Q_2025_VF.pdf) and as supplemented by the supplement approved and registered with the CNMV on 11 September 2025 (the "**Supplement to the URD**"), available at CaixaBank's website (Supl_Documento_Registro_1SEM25.pdf). The URD, the Amendment to the URD and the Supplement to the URD are also available on the CNMV website (www.cnmv.es).

English translations

The English translation of the documents referred to above is available at CaixaBank's website:

- The English version of the URD is available at: DRU_2025_ENG.pdf; and
- The English version of the Amendment to the URD is available at: Modif_Documento_Registro_1Q_2025_ING.pdf
- The English version of the Supplement to the URD is available at Supl_Documento_Registro_1SEM25_ENG.pdf.

The English translation is for information purposes only. In the event of a discrepancy, the original Spanish language version prevail.

INFORMATION ABOUT THE ISSUER

Strategic Plan 2025-2027

In its new strategic plan for the period 2025-2027, which was approved by the Board of Directors of CaixaBank on 19 November 2024 (the "**Strategic Plan 2025-2027**"), CaixaBank will build upon the solid foundation established in its strategic plan for the period 2022-2024. The Group's strategy focuses on two key objectives to ensure sustained long-term profitability: (i) strengthening its market leadership and (ii) accelerating its transformation to thrive in an increasingly digital and competitive landscape. The Strategic Plan is structured around three interconnected pillars:

(i) **Accelerate growth in all business segments in both Spain and Portugal**. CaixaBank is committed to strengthening customer loyalty and engagement as a core driver of growth. By boosting its own digital ecosystems and solutions, CaixaBank aims to create seamless customer experiences that meet the evolving needs of individuals and businesses. The Bank aims to build on its success in Spain while driving further transformation and growth in Portugal. Growth will also involve maintaining international momentum and developing new sustainability-focused products and services.

(ii) **Accelerate transformation to adapt to the ongoing evolution of the financial landscape**. By accelerating investments in advanced technologies, CaixaBank aims to optimise operations, enhance customer experiences, and provide seamless, personalised services. This transformation includes modernising its digital channels and seamlessly integrating physical and digital interactions to enhance commercial capabilities. Guided by a commitment to organizational excellence, CaixaBank's transformation efforts are designed to foster innovation and drive efficiency across all facets of its operations.

(iii) **Distinctive ESG Positioning**. Sustainability lies at the heart of CaixaBank's identity, with the Bank channelling significant resources to support a greener economy and drive social progress. Simultaneously, CaixaBank remains firmly committed to promoting economic and social prosperity.

The following sections outline the key strategies and initiatives underpinning each of these pillars.

1. Accelerating growth

CaixaBank's leadership will be reinforced through targeted strategies across five core areas:

(i) **Daily Banking**. CaixaBank's growth strategy is firmly rooted in fostering loyalty and engagement, aiming to strengthen ties with existing clients while attracting new ones. The Bank seeks to expand through customer acquisition and payroll domiciliation, all while enhancing service quality.

(ii) **Mortgages and Consumer Lending**. Expanding market share within the home ecosystem and consumer lending remains a priority. The Bank leverages its innovative digital ecosystems, including the platforms "*Facilitea*" for housing, equipped homes, and mobility, to deliver personalised solutions. Growth will also be driven by sustainability-focused products and advisory services.

(iii) **Wealth Management**. CaixaBank seeks to expand its wealth management services by introducing innovative advisory solutions that reinforce its leadership in this segment. With a focus on longevity-driven opportunities, the Bank will address the evolving financial needs of an ageing population.

(iv) **Insurance**. CaixaBank's ambition to outpace the market in life-risk and general insurance is driven by its privileged position to meet new demand. The Bank will work to enhance its value proposition with new products and services in protection.

(v) **Businesses & CIB**. CaixaBank aims to build on its successful business model to drive profitable growth in both business banking and corporate and investment banking, with the objective of outperforming market growth. The Bank is dedicated to supporting corporate clients in their international expansion while broadening its client base and strengthening its capabilities. A strong focus is placed on expanding the SME segment and advancing digitalization to enhance efficiency and improve service quality. Furthermore, sustainability-focused products and a favourable business financing environment position CaixaBank to capitalise on emerging opportunities.

2. Accelerating Transformation

Transformation is central to CaixaBank's strategy as it adapts to a rapidly evolving environment. This initiative is centred around three main pillars:

(i) **Enhancing Distribution Platforms**. CaixaBank is refining its distribution model by promoting valuable customer interactions—whether in-person or remote—supported by technology and artificial intelligence. Reducing administrative tasks ensures more time is dedicated to customer engagement.

(ii) **Investing in Technology**. CaixaBank is accelerating investments in advanced technologies to drive transformation and remain at the forefront of innovation. Key initiatives include cloud migration, application modernization, and the development of advanced cognitive AI platforms. These advancements are designed to enhance agility, streamline operations, and deliver a superior customer experience. Modernising digital channels is a central focus, aimed at improving customer interactions, boosting digital sales, and building new capabilities. The Bank is also strengthening its technological resilience by improving IT architecture, simplifying processes, and maintaining a robust focus on cybersecurity to safeguard data and operations. Investments in analytics and machine learning are enhancing CaixaBank's ability to make data-driven decisions, improving both operational efficiency and customer engagement.

(iii) **Strengthening Organizational Excellence**. CaixaBank is fostering a culture of agility, simplification, and skill development through upskilling and reskilling programmes. A focus on attracting young, technically proficient talent will ensure CaixaBank remains at the forefront of innovation and growth. The promotion of a customer-centric culture remains integral to this vision to prepare for growth and transformation.

3. Distinctive ESG Positioning

CaixaBank's commitment to sustainability is deeply rooted in its identity, reinforced by its ownership by *La Caixa Foundation*, which drives its strong focus on social and environmental progress. This approach is centred on two primary objectives:

(i) **Supporting a Sustainable Economy**. CaixaBank's initiatives that contribute to environmental and societal goals include offering a diverse range of sustainability-focused products and services, collaborating with clients on decarbonization strategies, and actively engaging stakeholders in initiatives that promote responsible practices.

(ii) **Promoting Economic and Social Progress**. As part of its model, CaixaBank works closely with *La Caixa Foundation* and remains committed to being an enabler of societal well-being by fostering financial inclusion, supporting employability through specialised training programmes, and promoting entrepreneurship as a driver of economic growth. Its tailored services for senior clients are designed to address the unique financial planning needs of an ageing population.

CAPITAL AND ELIGIBLE LIABILITIES REQUIREMENTS AND LOSS ABSORBING POWERS

CAPITAL AND ELIGIBLE LIABILITIES REQUIREMENTS

The following is a summary of the most relevant aspects of the regulatory framework applicable to the Group relating to regulatory capital requirements and the minimum requirement for own funds level and eligible liabilities ("**MREL**"). In addition, see "*Risk Factors*" which includes the relevant information on regulatory liquidity and funding requirements.

The information on solvency as of 30 June 2025 set out below corresponds to the most recent public information available as of the date hereof in accordance with the document disclosing information of prudential relevance (Pillar 3) entitled "Pillar 3 Data June 25" published on the website of the Company[11].

The CaixaBank Group is subject to capital requirements according to Regulation (EU) No. 575/2013 of the European Parliament and of the Council of 26 June 2013 on the prudential requirements for credit institutions (as amended, "**CRR**"), 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, (as amended, the "**CRD Directive**" and, together with CRR, the "**Capital Requirements Regulations**"), any regulatory capital rules implementing the CRD Directive or the CRR which may from time to time be introduced and which are applicable to CaixaBank or to the Group (including, without limitation, Law 10/2014, of 26 June, on the organization, supervision and solvency of credit institutions (as amended, "**Law 10/2014**"), Royal Decree 84/2015, of 13 February, implementing Law 10/2014 (as amended, "**Royal Decree 84/2015**"), Bank of Spain Circular 2/2014, of January 31, on the exercise of various regulatory options contained in CRR, and Bank of Spain Circular 2/2016, of February 2, to credit institutions, on supervision and solvency, which completes the adaptation of Spanish law to CRR and the CRD Directive (the "**Bank of Spain Circular 2/2016**")) (all of them together, as amended, replaced or supplemented from time to time, "**CRD**"; and CRR together with the CRD Directive, the "**Capital Requirements Regulations**"), and to any other regulations, regulatory technical standards, circulars or guidelines implementing CRD through which the EU is implementing the Basel III capital reforms.

In addition to the capital requirements under the Capital Requirements Regulations, CaixaBank is also subject to the regime under BRRD Directive, and to any other recovery and resolution rules developing, complementing or implementing this Directive which are applicable to CaixaBank or to the Group (including, without limitation, Law 11/2015, of 18 June, on the recovery and resolution of credit institutions and investment firms (as amended, "**Law 11/2015**") and Royal Decree 1012/2015, of 6 November, implementing Law 11/2015 (as amended, "**Royal Decree 1012/2015**")) (all of them referred together as amended, replaced or supplemented from time to time are, the "**BRRD**"), and to other regulations or policies through which the EU is implementing the recovery and resolution framework. This framework prescribes, among others, that banks shall hold a minimum level of capital and eligible liabilities in relation to total liabilities and own funds (pursuant to BRRD, it shall be expressed as a percentage of the total risk exposure amount and of the total exposure measure of the institution, calculated in each case in accordance with CRR).

On 27 October 2021, the European Commission published legislative proposals amending CRR and the CRD Directive, as well as a separate legislative proposal amending CRR and BRRD in the area of resolution. In particular, the main objectives of the European Commission's legislative proposals were to finalize the implementation of Basel III by strengthening the risk-based capital framework, enhancing the focus on ESG risks in the prudential framework, further harmonizing supervisory powers and tools and reducing institutions' administrative costs related to public disclosures and to improve access to institutions' prudential data. These legislative proposals included: (i) Directive of the European Parliament and of the Council amending CRD Directive as regards supervisory powers, sanctions, third-country branches, and environmental, social and governance risks, and amending BRRD; (ii) Regulation of the European Parliament and of the Council and its annex amending CRR as regards requirements for credit risk, credit valuation adjustment risk, operational risk, market risk and the output floor; and (iii) Regulation of the European Parliament and of the Council 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

[11] Available through the following link (the information contained on this website has not been examined or approved by the CNMV): *https://www.caixabank.com/en/shareholders-investors/economic-financial-information/other-financial-information.html*. Position ratios are expressed with one decimal place and have been rounded in accordance with market practice: hundredths from 0 to 4 have been rounded down to zero, and hundredths from 5 to 9 have been rounded up to the next tenth.

for meeting the minimum requirement for own funds and eligible liabilities (the so-called "daisy chains" proposal).

In connection with (iii) above, in October 2022, Regulation (EU) 2022/2036 of the European Parliament and of the Council of 19 October 2022 amending CRR and CRD Directive 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 was adopted.

In respect of the proposals referred to in limb (i) and (ii) above, on 19 June 2024, Directive (EU) 2024/1619 of the European Parliament and of the Council of 31 May 2024 amending Directive 2013/36/EU as regards supervisory powers, sanctions, third-country branches, and environmental, social and governance risks ("**CRD VI Directive**") and Regulation (EU) 2024/1623 of the European Parliament and of the Council of 31 May 2024 amending Regulation (EU) No 575/2013 as regards requirements for credit risk, credit valuation adjustment risk, operational risk, market risk and the output floor ("**CRR III**") were published in the Official Journal of the EU. CRR III has become generally applicable since 1 January 2025 (with certain exceptions), and EU member states are expected to implement the CRD VI Directive into their national law on or before 10 January 2026.

In order to complete the EU banking union, a single deposit guarantee scheme is still needed, which may require a change to the existing European treaties. This is the subject of continued negotiation by European leaders to ensure further progress is made in European fiscal, economic and political integration. Thus, due to the fact that the integration of deposit guarantee schemes into a single scheme for countries participating in the EU Banking Union is perceived as a "third pillar" of such EU banking union (the other two "pillars" being the single supervisory mechanism (the "**SSM**") and the single resolution mechanism ("**SRM**"), both already in force), on 26 January 2021, the European Commission launched a targeted public consultation on technical aspects on a new review of 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. The consultation was open until 20 April 2021 and 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 harmonization of creditor hierarchy in the EU and impact on no creditor worse-off principle, and (iii) depositor insurance.

Although no agreement was reached on potential changes during the public consultation, on 18 April 2023, the European Commission adopted the reform of the crisis management and deposit insurance framework (the "**CMDI Proposal**"), which enables authorities to organise an orderly market exit for a failing bank of any size and business model and, according to the European Commission, it 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.

Following political debate, the amendments by the Economic and Monetary Affairs Committee of the European Parliament on March 2024, the European Parliament's approval of its position with respect to the CMDI Proposal on 24 April 2024, and the Council's adoption of its negotiating mandate on 19 June 2024, on 25 June 2025, the Council and the European Parliament reached a political agreement on the CMDI Proposal. The agreement on the CMDI Proposal, aims to (i) expand the access to industry safety nets, by which banks with insufficient MREL at the time of resolution can, as a last resort, rely on DGS or resolution funds (or SRF in the banking union) to finance their resolution without bailing in their depositors; (ii) clarify how the existing public interest assessment (PIA) should be conducted by resolution authorities to initiate a resolution procedure (in particular, when assessing disruption to the real economy, the resolution authority should focus on both the national and regional levels); (iii) harmonise the approach to carry out the so-called 'least cost test' to determine whether a bank should be able to use the resources of the DGS instead of using other measures such as liquidation through an insolvency procedure; and (iv) retain the current preference for the repayment of DGS-protected depositors in the first instance, and a second tier for deposits of households and SME depositors not covered by the DGS. As of the date of this Prospectus, there still is a degree of uncertainty regarding the definitive terms of the proposed adjustments to the crisis management and deposit insurance framework contained in the CMDI Proposal and how they will be finally implemented in the EU.

Overview of applicable capital and MREL requirements

Capital requirements

Basel III, as implemented through the Capital Requirements Regulations, seeks to consistently define capital and set minimum capital requirements for credit institutions. Under CRR, institutions are required, generally on an individual and consolidated basis, to hold a minimum "Pillar 1" amount of regulatory capital of 8% of risk weighted assets ("**RWAs**") of which at least 4.5% must be CET1 capital and at least 6% must be Tier 1 capital (the "**Minimum "Pillar 1" Capital Requirements**").

Moreover, Article 104a of CRD Directive, as implemented in Spain by Article 69 of Law 10/2014 and Article 94 of Royal Decree 84/2015, 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 (as amended, the "**SSM Regulation**"), also contemplates that in addition to the Minimum Pillar 1 Capital Requirements, the supervisory authorities may require further capital to cover other risks, including those risks incurred by the individual institutions due to their activities not considered to be fully captured by the Minimum Pillar 1 Capital Requirements. This may result in the imposition of additional capital requirements (CET1, Tier 1 and Total Capital) on the Issuer and/or the Group pursuant to this "Pillar 2" framework (the "**P2R**"). Following the introduction of the SSM, the ECB is in charge of assessing additional P2R through the SREP to be carried out at least on an annual basis (accordingly requirements may change from year to year). CRD 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 Additional Tier 1 instruments and Tier 2 instruments[12]. The P2R should be positioned in the relevant stacking order of own funds requirements above the Minimum "Pillar1" Capital Requirements and below the "combined buffer requirement".

Any failure to maintain the Minimum Pilar 1 Capital Requirements or P2R regulatory capital ratios could result in administrative actions or sanctions (including limitations on discretionary payments).

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 Directive as implemented in Spain. The "combined buffer requirement" has introduced up to 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 no 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 (or higher pursuant to the competent authority); and (v) the systemic risk buffer to prevent systemic or macro prudential risks (to be set by the relevant competent authority). The only buffer which is legally required for all institutions is the capital conservation buffer, the other four budders will be determined by the competent authorities periodically. Where a group, on a consolidated basis, is subject to a G-SII buffer, and to an O-SII buffer the higher buffer shall apply. Where an institution is subject to a systemic risk buffer, that buffer shall be cumulative with the O-SII buffer or the G-SII buffer. Circular 5/2021 of the Bank of Spain provides for the possibility that the authority may require a CCyB on an institution's exposures to a given sector, in addition to global exposures (as of 30 June 2025, CaixaBank had a 0.13% CCyB requirement).

On 16 May 2024, the Bank of Spain launched a public consultation on the Bank of Spain's revised framework for setting the CCyB and on 1 October 2024 the Bank of Spain announced the approval of the new framework for setting the CCyB required of institutions for their exposures located in Spain, having identified a standard level of cyclical systemic risk (an intermediate level between high and low risk) to which a 1% CCyB rate is assigned. The Bank of Spain has set the CCyB rate at 0.5% from the fourth quarter of 2024, to be applicable from 1 October 2025. Subsequently, and provided that cyclical systemic risk remains at a standard level, the CCyB rate would be raised to 1.0% from the fourth quarter of 2025, to be applicable from 1 October 2026.

In this regard, on 8 July 2025, the Bank of Spain published the initiation of the public consultation process to raise the countercyclical capital buffer to 1.0% starting from the fourth quarter of 2025, although it will not be required until one year later.

12 The CRD V Directive establishes that P2R can be partially covered by Additional Tier 1 instruments and Tier 2 instruments, at least 56.25% must be covered with CET1, 18.75% with Additional Tier 1 and 25% with Tier 2.

As mentioned, the CRD Directive provides 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[13], as applicable.

According to Article 141 of the CRD Directive (as implemented in Spain under Article 48 of Law 10/2014, Article 73 of Royal Decree 84/2015 and Rule 24 of the 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 revenues and (iii) distributions relating to Additional Tier 1 instruments ("**Discretionary Payments**"), until the maximum distributable amount calculated according to CRD (the "**Maximum Distributable Amount**") has been calculated and communicated to the competent supervisor. 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 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**"). Banks are expected to meet the P2G with CET1 capital on top of the level of binding capital requirements (Minimum Pillar 1 Capital Requirements, P2R and the "combined buffer requirements"). While P2R are binding requirements and breaches can have direct legal consequences for the banks, P2G is not directly binding and failure to meet it does not automatically trigger legal action. Consequently, the P2G is not relevant for the purposes of triggering the automatic restriction of discretionary payments and calculation of the Maximum Distributable Amount, but the CRD Directive 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.

Note that, as indicated above, the "combined buffer requirement" is in addition to the Minimum Pillar 1 Capital Requirements and to the P2R. P2R should be positioned in the relevant stacking order of own funds requirements above the applicable Minimum Pillar 1 Capital Requirements and below the combined buffer requirement. Considering that the P2G constitutes a non-binding capital target positioned above the applicable Minimum Pillar 1 Capital Requirements, the P2R and the combined buffer requirement, the combined buffer requirement would be the first layer of capital to be eroded after the P2G pursuant to the applicable stacking order.

The CRD Directive does not require disclosure of the P2G. However, the Market Abuse Regulation (MAR) ESMA Guidelines on delay in the disclosure of inside information and interaction with prudential supervision, as amended on 5 January 2022, provide that P2G may be inside information (in the terms of Regulation (EU) 596/2014 of the European Parliament and of the Council of April 16, 2014 on market abuse, or the "**Market Abuse Regulation"**) if, for example, the difference between the P2G and the institution's level of capital is not minor and is likely to involve a major reaction by the institution, such as a capital increase; or if the institution's P2G is not in line with market expectations. To the extent that P2G constitutes inside information, it will need to be disclosed pursuant to the obligations applicable to the Bank under the Market Abuse Regulation.

In addition to the above, Article 429 of the CRR requires institutions to calculate their LR in accordance with the methodology laid down in that article. The Capital Requirements Regulations contain a binding Pillar 1 requirement in the form of a 3% LR (in Article 92.1.d) of CRR), which institutions must meet in addition to their risk-based requirements. This leverage ratio requirement is a parallel requirement to the risk-based own funds requirements described above.

Additional own funds requirements may be imposed by competent authorities to address the risk of excessive leverage (P2R-LR)[14], these requirements are bank-specific and should be added to the minimum leverage ratio requirement (and not to the minimum risk-based own funds requirement). Like the P2R, the P2R-LR is legally binding, meaning that if banks fail to comply with it, they could be subject to supervisory measures, including sanctions.

Furthermore, competent authorities could communicate to an institution, in the form of guidance, a bank-specific recommendation that indicates the level of capital that they expect such institution to maintain in addition to their

[13] It applies to G-SII entities. CaixaBank is as of the date hereof an O-SII bank. Therefore, the leverage ratio buffer is not applicable to the Group.

[14] CaixaBank has not received any communication in this regard.

binding leverage ratio requirements in order to deal with forward looking stress scenarios ("**P2G-LR**"), which is determined as part of the SREP. Unlike the P2R-LR, the P2G-LR is not legally binding. Since such guidance constitutes a capital target, it should be regarded as positioned above the relevant minimum own funds requirements, the relevant additional own funds requirement and the combined buffer requirement or leverage buffer requirement, as relevant.

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" (as described above).

Moreover, Article 92.1a of the CRR includes an additional leverage ratio buffer for G-SIIs to be met with Tier 1 capital, which is set at 50% of the buffer applicable to the G-SII in accordance with Article 131 of the CRD Directive. For example, if a bank's G-SII buffer is 1.5%, its leverage ratio G-SII buffer would be 0.75% As of the date of this Prospectus, CaixaBank is an O-SII bank.

Note that Article 141b of the CRD Directive, implemented in Spain by Article 48 ter of Law 10/2014, will restrict discretionary payments by G-SIIs in the form of dividends, variable remuneration and payments to holders of AT1 instruments in case of failure to meet the additional leverage ratio buffer. In particular, a maximum distributable amount (A-IMD) will be calculated pursuant to the provisions of article 73 bis of Royal Decree 84/2015.

MREL requirements

Further to the minimum capital requirements under CRD, BRRD regime prescribes that banks shall hold at all times a sufficient aggregate amount of own funds and "eligible liabilities" (MREL), meaning liabilities that may be bailed-in using the bail-in tool. This requirement should be proportionate and adapted for each category of bank on the basis of their risk or the composition of their sources of funding, its resolution strategy, resolution plan prepared by the SRB and other criteria. In this respect, the MREL shall be calculated as the amount of own funds and eligible liabilities and expressed as a percentage of the total liabilities and own funds of the institution (pursuant to the BRRD, it shall be expressed as a percentage of the total risk exposure amount and of the total exposure measure of the institution, calculated in each case in accordance with CRR). The level of capital and eligible liabilities required under MREL is set by the resolution authority for each bank (and/or group) based on the resolution plan and other criteria on a case-by-case basis. The SRB is the resolution authority for the Bank as the central body of the SRM, as well as the Bank of Spain, as the national preventive resolution authority and the FROB, as the Spanish executive resolution authority. Eligible liabilities may be senior or subordinated liabilities, provided, among other requirements, that they have a remaining maturity of at least one year and, if governed by a non-EU law, they must be able to be written down or converted under that law (including through contractual provisions), to ensure that banks have sufficient liabilities to absorb losses in case of failure, so shareholders and creditors should back much of the recapitalization burden instead of taxpayers.

The Capital Requirements Regulations further include, as part of MREL, the Subordinated MREL Requirements for G-SIIs, "top tier" banks and other entities which the relevant resolution authority considers that pose a systemic risk in the event of its failure ("**Other Pillar 1 Banks**"). CaixaBank is a "top tier" bank. These Subordinated MREL Requirements are composed of "Pillar 1" Subordinated MREL Requirements and any additional institution specific subordination requirements set by the resolution authority. The "Pillar 1" subordination requirements shall be satisfied with own funds and other eligible MREL instruments which may not for these purposes be senior debt instruments (only MREL instruments constituting "non-preferred" senior debt under the Spanish insolvency hierarchy will be senior debt eligible for compliance with the subordination requirement as other eligible MREL instruments). For G-SIIs, "top tier" banks and the Other Pillar 1 Banks, the resolution authority requires a subordination level equal to 8% of total liabilities and own funds ("**TLOF**"), for "top tier" banks (such as the Bank) the 8% TLOF target level is capped at 27% of RWAs. Resolution authorities may also impose minimum subordination requirements to institutions not constituting G-SIIs, "top tier" banks or the Other Pillar 1 Banks.

Furthermore, Article 10a of the SRM Regulation, as well as Article 16a of the BRRD, as implemented in Spain by Article 16 bis of Law 11/2015, better clarifies the stacking order between the "combined buffer requirement" and the MREL requirement. Pursuant to Law 11/2015, a resolution authority (including the SRB) has 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 paragraph (4) of such Article 16a of BRRD and Article 10a.4 of the SRM Regulation, the "**MREL-Maximum Distributable Amount**" or, as defined in the SRM Regulation, the "**M-MDA**") where it meets the "combined buffer requirement" in combination with the relevant own funds requirements but fails to meet that "combined buffer requirement" when considered in addition to the MREL Requirements. Article 10a of the SRM Regulation and Article 16 bis of Law 11/2015 (specifically, Article 10a.3

of the SRM Regulation and paragraph 3 of Article 16 bis of Law 11/2015) includes a potential nine-month grace period whereby the resolution authority (including the SRB) will assess on a monthly basis whether to exercise its powers under the MREL-Maximum Distributable Amount before such resolution authority is compelled to exercise its power (subject to certain limited exceptions).

Finally, note that Article 86 of Royal Decree 1012/2015 establishes the consequences of a failure by an institution to meet the MREL requirement, including, among others: prohibition of certain distributions, requirement of additional capital, sanctions and other administrative measures.

Capital and MREL requirements of the Bank

Capital requirements are applied to CaixaBank, on both an individual and consolidated basis.

Neither the Bank nor the Group has been classified as G-SII by the Financial Stability Board ("**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. The Bank is considered an O-SII and the O-SII buffer requirement remains at 0.50%.

The Bank of Spain has set the CCyB rate at 0.5% from 1 October 2025. It has also published the initiation of the public consultation process to raise the countercyclical capital buffer to 1.0% starting from the fourth quarter of 2025, although it will not be required until one year later. The Bank of Portugal published that the CCyB for credit exposures in Portugal was to be maintained at 0% for the second quarter of 2025 and to implement a CCyB rate of 0.75% with effect from 1 January 2026. A 0.12% CCyB applies on a consolidated basis based on the geographical composition of the portfolio of the Group as of 30 June 2025 for credit exposures other than in Spain and Portugal (to be updated quarterly).

On 15 May 2024, CaixaBank announced that it had received a resolution from the Bank of Spain regarding the application of reciprocity of a systemic risk buffer activated by the Bank of Portugal in accordance with article 133 of the CRD Directive. According to such resolution, CaixaBank is required to maintain, on a consolidated basis, a systemic risk buffer equal to 4% of its retail exposures to individuals secured by residential real estate located in Portugal to which CaixaBank applies the internal ratings-based method for calculating its own funds requirements for credit risk. This obligation has been effective since October 2024 and should be met until the Executive Commission of the Bank of Spain issues a new resolution that repeals the current one.

As a result of the SREP review, on 11 December 2024, CaixaBank was notified of the decision of the ECB to maintain for 2025 the same P2R minimum capital requirements at 1.75%, of which at least 0.98% must be covered with Common Equity Tier 1 capital (CET1).

Based on the above, in June 2025, it is required that the Group must maintain CET 1 ratio of 8.68% of the total amount of RWAs, which includes the minimum Pillar 1 requirement (4.5% on RWAs), the P2R[15] (0.98% on RWAs); and the combined capital buffer requirement (3.19%), which consists of the following: (i) the capital conservation buffer (2.5% on RWAs); (ii) the O-SII buffer[16] (0.50% on RWAs); (iii) the CCyB[17] (0.12% on RWAs, based on the geographical composition of the portfolio as of 30 June 2025, updated quarterly); and (iv) the systemic risk buffer for mortgage exposures in Portugal (0.07%)[18]. In addition, based on the minimum Pillar 1 requirements applicable to Tier 1 capital (6%) and Total Capital (8%) and the Pilar 2R (1.75%), the requirements are a Tier 1 capital of at least 10.51% and a Total Capital of at least 12.94%.

15 The P2R does not apply at an individual level.

16 It does not apply at an individual level.

17 Applicable at both individual and consolidated level, based on geographical composition of the portfolio as of 30 June 2025. It is possible that the individual and the consolidated scope differ. From 1 October 2025, a countercyclical buffer for credit exposures in Spain of 0.50% will be activated, which will result in an estimated increase of 37 basis points of the Group's CCyB. Note that from the fourth quarter of 2025, the buffer is expected to be raised by 0.5% and to be set at 1% (to be applicable from 1 October 2026), as indicated in the "Public information procedure in relation to the CCyB" published by the Bank of Spain on 8 July 2025. In addition, the Bank of Portugal published that the CCyB for credit exposures in Portugal was to be maintained at 0% for the second quarter of 2025 and to implement a CCyB rate of 0.75% with effect from 1 January 2026.

18 According to exposures as of 30 June 2025 at consolidated level (updated quarterly).

On the other hand, CaixaBank shall meet the minimum requirements of 3.00% of the leverage ratio (3.00% minimum Pillar 1 requirement and a 0% P2R-LR add-on).

The following table shows the capital requirements compared with the Group's capital position on a consolidated basis as of 30 June 2025:

	Management capital position as of 30 June 2025	Regulatory (1) capital position as of 30 June 2025	June 2025 Requirements	of which "Pillar 1"	of which P2R	of which buffers
CET1	12.5%	12.3%	8.68%	4.50%	0.98%	3.19%
Tier 1	14.3%	14.1%	10.51%	6.00%	1.31%	3.19%
Total Capital	16.8%	16.6%	12.94%	8.00%	1.75%	3.19%

(1) *As of 2025, in accordance with supervisory expectations, the regulatory ratios must include a deduction in CET1 of any excess above the threshold established for extraordinary payouts (12.25% in 2025)*

As reflected in the table above, as of June 2025, regulatory CET1 is set at 12.25%, after discounting the excess capital above the upper limit of the CET1 target established for 2025 in the Strategic Plan 2025-2027, 12.25% for 2025. The margin to the level below which the Group would be required to limit distributions in the form of dividend payments, variable remuneration and interest to holders of AT1 instruments—commonly referred to as the activation level of the MDA trigger (as defined below)—is set at 358 basis points for June 2025 (€8,660 million)

As also reflected in the table above, the regulatory Tier 1 ratio as of 30 June 2025 stood at 14.1%, and the regulatory Total Capital ratio stood at 16.6%, amply fulfilling the minimum regulatory requirements in both cases.

The LR at a consolidated level stood at 5.5% of the regulatory exposure as of 30 June 2025.

On 17 December 2024, CaixaBank received the formal communication from the Bank of Spain regarding the MREL requirement. As set out in the notification, CaixaBank, on a consolidated basis, must comply from 17 December 2024 with a minimum amount of own funds and eligible liabilities of 21.23% of RWA, which would equate to 24.42% when including the "combined buffer requirement" applicable at the data, 3.19% for June 2025.

With regard to the Subordinated MREL Requirement, the SRB has decided that CaixaBank, on a consolidated basis, must comply from 17 December 2024 with a Subordinated MREL Requirement of 13.50% of RWAs, which equates 16.69% when including the "combined buffer requirement" (3.19%), and thus remaining unchanged from the previous requirement.

Furthermore, CaixaBank, on a consolidated basis, must comply from 17 December 2024 with a Total and Subordinated MREL Requirement of 6.15% of LRE.

The following tables show the MREL requirements compared to the MREL position of the Group on a consolidated basis as of 30 June 2025 and the applicable requirements from 17 December 2024:

Requirement as % of RWAs	MREL management position as of 30 June 2025	MREL regulatory (1) position as of 30 June 2025	Requirement as of 30 June 2025
MREL	27.1%	26.9%	24.42%
Subordinated MREL	23.8%	23.6%	16.69%

Requirement as % of LREs	MREL management position as of 30 June 2025	MREL regulatory (1) position as of 30 June 2025	Requirement as of 30 June 2025
MREL	10.6%	10.5%	6.15%
Subordinated MREL	9.3%	9.2%	6.15%

Finally, note that Article 86 of Royal Decree 1012/2015 establishes the consequences of a failure by an institution to meet the MREL requirement, including, among others: prohibition of certain distributions, requirement of additional capital, sanctions and other administrative measures.

See the Risk Factor "*Risk factors linked to the main quantitative and qualitative risk indicators of the Taxonomy -Business profitability risk -Eligible own funds and capital adequacy risk*" for the risks associated to the failure by the Group to comply with its regulatory capital requirements.

Deductions related to Deferred Tax Assets

CRR provides that deferred tax assets that rely on the future profitability of a financial institution ("**DTAs**") must be deducted from its regulatory capital (specifically from its core capital or CET1 capital) for prudential reasons, as there is generally no guarantee that DTAs will retain their value in the event of the financial institution facing difficulties.

This deduction had a significant impact on Spanish banks due to the particularly restrictive nature of certain aspects of Spanish tax law. For example, in some EU countries when a bank reports a loss, the tax authorities refund a portion of taxes paid in previous years, but in Spain the bank must earn profits in subsequent years in order for this set-off to take place. Additionally, Spanish tax law does not recognise as tax-deductible certain amounts recorded as costs in the accounts of a bank, unlike the tax legislation of other EU countries.

Due to these differences and the impact of the requirements of CRD on DTAs, the Spanish regulator implemented certain amendments to Law 27/2014, of 27 November, on Corporate Income Tax (as amended, the "**CIT Law**") through Royal Decree Law 14/2013, of 29 November, on urgent measures to adapt the Spanish law to EU regulations on supervision and solvency of financial institutions which also provided for a transitional regime for DTAs generated before 1 January 2014. These amendments enabled certain DTAs to be treated as a direct claim against the Spanish tax authorities if a Spanish bank was unable to reverse the relevant differences within 18 years or if it is liquidated, becomes insolvent or incurs accounting losses. This, therefore, allowed a Spanish bank not to deduct such DTAs from its regulatory capital. The transitional regime provided for a period in which only a percentage (which increases yearly) of the applicable DTAs would have to be deducted. However, the European Commission initiated a preliminary state aid investigation in relation to the Spanish DTAs regime. Such investigation was resolved to the extent that the European Commission, the Bank of Spain and the Spanish Ministries of Treasury and Economy agreed a commitment to amend the applicable law in order to reinforce the compatibility of the regime with European Law. In general terms, the amendment passed requires payment of a special tax charge in order for the conversion of the DTAs into a current asset to be enforceable. Royal Decree-Law 3/2016, of 2 December, implemented a number of amendments to the CIT Law including the limitation on the use of the DTAs treated as a direct claim and carried forward tax losses up to 25%.

Other relevant regulations related to capital - Prudential treatment of NPLs

On 15 March 2018, the ECB published its supervisory expectations on prudent levels of provisions for NPLs. This was published as an addendum (the "**Addendum**") to the ECB's guidance to banks on non-performing loans published on 20 March 2017, which clarified the ECB's supervisory expectations regarding the identification, management, measurement and write-off of NPLs. The ECB stated that the Addendum set out what it deems to be a prudent treatment of non-performing exposures ("**NPEs**") with the aim of avoiding an excessive build-up of non-covered aged NPLs on banks' balance sheets in the future, which would require supervisory measures.

Other relevant regulations related to capital – The Basel III post-crisis regulatory reform agenda

On 7 December 2017, the Group of Governors and Heads of Supervision ("**GHOS**") published the finalisation of the Basel III post-crisis regulatory reform agenda (also known as "**Basel IV**"). This review of the regulatory framework covers credit, operational and CVA risks and introduces a floor to the consumption of capital by internal ratings-based methods ("**IRB**") and the revision of the calculation of the leverage ratio. The main features of the reform are: (i) a revised standard method for credit risk, which will improve the soundness and sensitivity to risk of the current method; (ii) modifications to the IRB methods for credit risk, including input floors to ensure a minimum level of conservatism in model parameters and limitations to its use for portfolios with low levels of non-compliance; (iii) regarding the CVA risk, and in connection with the above, the removal of any internally modelled method and the inclusion of a standardised and basic method; (iv) regarding the operations risk, the revision of the standard method, which will replace the current standard methods and the advanced measurement approaches ("**AMA**"); (v) the introduction of a leverage ratio buffer for G-SIIs; and (vi) regarding capital consumption, a minimum limit on the aggregate results (output floor), which prevents the RWA of the banks generated by internal models from being lower than the 72.5% of the RWA that are calculated with the standard methods of the Basel III framework. The GHOS extended the implementation of the revised minimum capital requirements for market risk until January 2022, to coincide with the implementation of the reviews of credit, operational and CVA risks.

On 27 March 2020, the GHOS endorsed a set of measures to provide additional operational capacity for banks and supervisors to respond to the immediate financial stability priorities resulting from the impact of COVID-19 pandemic on the global banking system. The measures endorsed by the GHOS comprise the following changes to the implementation timeline of the outstanding Basel III standards:

- The implementation date of the Basel III standards finalised in December 2017 was deferred by one year to 1 January 2023. The accompanying transitional arrangements for the output floor were also extended by one year to 1 January 2028.
- The implementation date of the revised market risk framework finalised in January 2019 was deferred by one year to 1 January 2023.
- The implementation date of the revised Pillar 3 disclosure requirements finalised in December 2018 was deferred by one year to 1 January 2023.

As described above, on 19 June 2024, the CRD VI Directive and CRR III were published in the Official Journal of the EU. CRR III is generally applicable from 1 January 2025 and the CRD VI Directive must be transposed into national law by Member States by 10 January 2026.

Distributable items

The following table shows the Distributable Items of CaixaBank (as defined in the Conditions) on an individual basis as of 30 June 2025, 31 December 2024 and 31 December 2023:

	30 June 2025	31 December	
		2024	2023
	(€ million)	*(€ million)*	
Reserves available	7,658	5,417	5,706
Profit of the period	3,508	5,543	4,304
Distributions to shareholders	-	(3,096)	(2,889)
Interim dividend	-	(1,068)	-
Final dividend	-	(2,028)	(2,876)[(1)]
Distributable items of the Bank[(2)]	**11,166**	**7,864**	**7,121**

Notes:

(1) €13 million reduced in 2023 in accordance with the number of treasury shares held by CaixaBank.

(2) CaixaBank does not include within the Distributable Items figure the share premium account, which amounted to €11,897 million as of 30 June 2025 (€12,309 million as of 31 December 2024 and €13,470 million as of 31 December 2023).

LOSS ABSORBING POWERS

The BRRD 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 minimizing the impact of an institution's failure on the economy and financial system.

In accordance with Article 20 of Law 11/2015 and Article 18(4) of the SRM Regulation, 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 authorization; (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). According to Article 8.2 of Law 11/2015, and in line with the contents of the European Banking Authority's guidelines on the interpretation of the different circumstances when an institution shall be considered as failing or likely to fail under Article 32(6) of the BRRD (EBA/GL/2015/07) the determination that an institution is no longer viable depends on, among others, the existence of a rapid deterioration in the financial position or liquidity of the entity or a rapid increase in leverage, defaults or concentration of exposures may be considered to assess the possibility of failure to comply with the requirements. The determination that an institution is no longer viable may also depend on a number of factors which may be outside of that institution's control. 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 and the SRM Regulation, there are four resolution tools and powers which may be used alone or in combination where the FROB, the SRB or, as the case may be and according to Law 11/2015 and the SRM Regulation, the ECB, the Bank of Spain 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 in the near future, (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 gives the Relevant Resolution Authority the right to exercise certain elements of the Spanish Bail-in Power (as defined below). This includes 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 Power) certain unsecured debt claims and subordinated obligations (including the Preferred Securities).

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 25.15 of the SRM Regulation, Article 48 and Additional Provision 14 of Law 11/2015 (and subject to any exclusions that may be applied by the Relevant Resolution Authority under Article 27.5 of the SRM Regulation and Article 43 of Law 11/2015, in addition to the mandatory exclusions set forth in Article 27.3 of the SRM Regulation and Article 42 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 recapitalization, 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, in accordance with the hierarchy of claims in the Spanish Insolvency Law and (v) the principal or outstanding amount of bail-inable liabilities in accordance with the hierarchy of claims in normal insolvency proceedings (with "non-preferred" senior claims subject to the Spanish Bail-in Power after any subordinated claims against the Bank but before the other senior claims against the Bank).

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 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 in accordance with Article 38.3 of Law 11/2015.

According to Article 21 of the SRM Regulation and Article 38 of Law 11/2015, the Relevant Resolution Authority may exercise the Non-Viability Loss Absorption: (i) independently of resolution action, including the Spanish Bail-in Power; or (ii) in combination with a resolution action, where the conditions for resolution specified in Article 18.1 of the SRM Regulation and Article 19 of the Law 11/2015 are met.

In accordance with Article 64.1(i) of Law 11/2015, the FROB has also the power to alter the amount of interest payable under debt instruments and other eligible 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).

DESCRIPTION OF SHARE CAPITAL

The following summary provides information concerning the Issuer's share capital and briefly describes certain significant provisions of the Issuer's By-laws (*estatutos sociales*) and relevant Spanish law.

This summary does not purport to be complete (for example, additional investment controls to those described below may derive from EU and Spanish merger control regulations or from the EU foreign subsidies regulation) and is qualified in its entirety by reference to the By-laws, the Spanish companies act approved by Royal Legislative Decree 1/2010, of July 2 (*Real Decreto Legislativo 1/2010, de 2 de julio, por el que se aprueba el texto Refundido de la Ley de Sociedades de Capital*) (the "**Spanish Companies Act**") and other applicable laws and regulations.

Copies of the By-laws are available (in Spanish and English) at CaixaBank's website at https://www.caixabank.com/deployedfiles/caixabank_com/Estaticos/PDFs/Accionistasinversores/Gobierno_Corporativo/Texto_resultante_Estatutos_inscritos-RM_CAST.pdf and https://www.caixabank.com/deployedfiles/caixabank_com/Estaticos/PDFs/Accionistasinversores/Gobierno_Corporativo/Texto_resultante_Estatutos_inscritos-RM_EN.pdf (Spanish and English versions respectively).

The issued share capital of the Company as of the date of this Prospectus is €7,085,565,456.00 represented by a single series and class of 7,085,565,456 Ordinary Shares, with a nominal value per Ordinary Share of €1.00, fully subscribed and paid-up. All of the Ordinary Shares have equal voting and economic rights.

HISTORICAL PRICE INFORMATION OF THE ORDINARY SHARES

The following table sets forth the price of the Company's Ordinary Shares on a quarterly basis since 1 January 2022:

	Average	**Minimum**	**Maximum**	**Final**
Second Quarter 2025	EUR 7.157	EUR 5.970	EUR 7.682	EUR 7.354
First Quarter 2025	EUR 6.341	EUR 5.200	EUR 7.500	EUR 7.174
Fourth Quarter 2024	EUR 5.347	EUR 5.048	EUR 5.854	EUR 5.236
Third Quarter 2024	EUR 5.292	EUR 4.768	EUR 5.658	EUR 5.364
Second Quarter 2024	EUR 4.946	EUR 4.584	EUR 5.294	EUR 4.943
First Quarter 2024	EUR 4.141	EUR 3.826	EUR 4.865	EUR 4.493
Fourth Quarter 2023	EUR 3.876	EUR 3.628	EUR 4.197	EUR 3.726
Third Quarter 2023	EUR 3.727	EUR 3.520	EUR 3.868	EUR 3.786
Second Quarter 2023	EUR 3.532	EUR 3.168	EUR 3.787	EUR 3.787
First Quarter 2023	EUR 3.892	EUR 3.493	EUR 4.128	EUR 3.584
Fourth Quarter 2022	EUR 3.427	EUR 3.120	EUR 3.672	EUR 3.672
Third Quarter 2022	EUR 3.079	EUR 2.642	EUR 3.623	EUR 3.311
Second Quarter 2022	EUR 3.205	EUR 2.875	EUR 3.585	EUR 3.317
First Quarter 2022	EUR 2.959	EUR 2.411	EUR 3.397	EUR 3.077

Source: Bloomberg

FORM AND TRANSFER

The shares are in book-entry form (*anotaciones en cuenta*) and are indivisible. Shares represented by a book-entry shall be constituted as such by virtue of their registration in the pertinent book-entry record. Joint holders must nominate one person to exercise their shareholders' rights, though joint holders are jointly and severally liable *vis-à-vis* CaixaBank for all obligations arising from their status as shareholders.

Iberclear, which is the Spanish central securities depository, manages the clearing and settlement system of the Madrid, Barcelona, Valencia and Bilbao stock exchanges (the "**Spanish Stock Exchanges**"), maintains the central registry, which reflects the balance of shares held by each of its participating entities (*entidades participantes*) from time to time for their own account, the balance of shares held by each participating entity for the account of third parties, the balance of shares held by persons in segregate individual accounts and the balances of individual special accounts of financial intermediaries which use the optional procedure of settlement of orders. Each participating entity, in turn, keeps a record of the owners of such shares. The shares must be entered in the corresponding register in the name of the person or persons that owns them. The shareholders and holders of the limited real rights or encumbrances on the shares may obtain legitimation certificates (*certificados de* *legitimación*) as provided for under the Securities Markets and Investment Services Act and Royal Decree 814/2023, of 8 November.

As a general rule, transfers of shares quoted on the Spanish Stock Exchanges must be made through or with the participation of a member of a Spanish Stock Exchanges. Brokerage firms, official stock brokers or dealer firms, Spanish credit entities, investment services entities authorised in other EU member states and investment services entities authorised by their relevant authorities and in compliance with Spanish regulations are eligible to be members of the Spanish Stock Exchanges. The transfer of shares may be subject to certain fees and expenses.

RIGHTS ATTACHED TO THE ORDINARY SHARES

Dividend and liquidation rights

Holders of the Issuer's Ordinary Shares have the right to participate in distributions of the Issuer's profits and proceeds from liquidations, proportionally to their paid up share capital. However, there is no right to receive a minimum dividend.

Payment of dividends is generally proposed by the Board of Directors and must then be authorised or ratified, as the case may be, by CaixaBank's shareholders at the General Shareholders' Meeting. Shareholders have the right to participate in such dividends from the date on which payment of such dividends is formally approved, unless otherwise resolved by the General Shareholders' Meeting. It must be noted that Spanish law requires each company to contribute at least 10% of its net income each year to a legal reserve until the balance of such reserve is equivalent to at least 20% of such company's issued share capital. In addition, when the net worth of the company is or, as a result of the distribution, would be below the company's share capital, the net income shall not be available for cash dividend payments, and shall necessarily be used to offset losses in case this net worth imbalance is due to losses from previous financial years. Furthermore, no dividend payments are allowed in case the amount of distributable reserves does not cover the research and development expenses that appear on the balance sheet. As regards the distribution of reserves, as long as the company's legal reserve does not exceed 20% of the share capital, the legal reserve will not be available for distribution to its shareholders except upon such company's liquidation.

Pursuant to Spanish law, the General Shareholders' Meeting and the Board of Directors are also entitled to declare interim dividends (*dividendos a cuenta*), provided the following requirements are met: (i) the Board of Directors must prepare an accounting statement that evidences that there is sufficient liquidity to proceed with the distribution and which is incorporated in the notes to the financial statements of the Issuer for the year in which the interim distribution was made; and (ii) the amount to be distributed may not exceed the profit obtained since the end of the immediately preceding financial year, less: (a) the accumulated losses from preceding years; (b) the amounts to be allocated to the legal reserve or any other reserves provided for in the law or the By-laws or under applicable law; and (c) an estimation of the taxes to be paid on the profit obtained since the end of the immediately preceding financial year.

The dividend policy of CaixaBank, which was approved by the Board of Directors at its meeting held on 1 February 2024 (the "**Dividend Policy**") allows the Board of Directors to propose to the General Shareholders' Meeting the modality or type of payment of the dividends to shareholders. In this regard, shareholders may receive dividends in cash, which is the most common type of payment, or (totally or partially) in kind, provided in this latter case that the assets to be distributed are securities which are identical in nature and admitted to trading on an official market at the time the resolution is passed. According to the Issuer's Dividend Policy, as long as there are no economic, financial, business, regulatory circumstances or recommendations from the prudential supervisor or any other type of circumstances that justify the modification of the dividend policy, CaixaBank shall allocate more than 50% of its consolidated net income to the payment of cash dividends. At the start of each year, on announcing the previous year's results, the Board of Directors may specify a range for the current year, establishing a maximum expected ordinary cash dividend above the minimum of 50%. Furthermore, according to the Dividend Policy, CaixaBank's intention is to pay the annual dividend in cash within one month from the date of the ordinary General Shareholders' Meeting, to which the financial statements and the proposed allocation of profits for the financial year ended are submitted for approval, without prejudice to the Board of Directors' power to approve the payment of an interim dividend prior to that time, which, if exercised, it will endeavor to pay during the last quarter of the year against which the dividend is charged. This frequency of distributions set forth in the Dividend Policy started applying on 1 February 2024 and, thus, in relation to the 2024 financial year profits. In line with this new policy, on 1 February 2024, CaixaBank published the dividend plan for 2024 approved by the Board of Directors, which consisted of a cash distribution of between 50% and 60% of consolidated net profit, to be paid in two cash payments: an interim dividend which was paid on 7 November 2024, amounting to €1.068

billion, equivalent to €0.1488 cents gross per share, and a final dividend which was paid in April 2025 following approval by the General Shareholders' Meeting, which amounted to €2.028 billion, equivalent to €0.2864 cents gross per share. Likewise, the Board of Directors approved at a meeting held on 29 January 2025 the maintenance of the same dividend plan for the 2025 fiscal year, i.e., a cash distribution of between 50% and 60% of consolidated net profit, to be paid in two cash payments: an interim dividend of between 30% and 40% of consolidated net profit for the first half of 2025 to be paid in November 2025, and a complementary dividend, subject to final approval by the General Shareholders' Meeting, to be paid in April 2026. The threshold for the additional distribution of excess capital for 2025 was set at 12.25% of CET1.

The following table sets forth the dividends distributed by CaixaBank since 1 January 2022:

Dividends Paid

	Euros per share	Amount paid in cash	Announcement date	Payment date
	(€)	*(€ million)*		
Dividend for 2021	0.1463	1,179	28-01-2022	20-04-2022
Dividend for 2022..................................	0.2306	1,730	03-02-2023	12-04-2023
Dividend for 2023..................................	0.3919	2,889	02-02-2024	03-04-2024
Interim dividend for 2024......................	0.1488	1,068	31-10-2024	07-11-2024
Complementary dividend for 2024	0.2864	2,028	25-02-2025	24-04-2025

In accordance with Article 947 of the Spanish Commercial Code, the right to a dividend lapses and reverts to the Company if such dividend is not claimed within five years after it becomes due.

With regard to the tax implications derived from dividends paid by CaixaBank see "*Taxation—Taxation on ownership and transfer of the Ordinary Shares – Direct taxation*".

In case of liquidation, CaixaBank's shareholders would be entitled to receive a liquidation settlement proportionate to their stake, after payment of CaixaBank's debts and taxes and expenses of the liquidation.

On 30 March 2020 the ECB published a recommendation addressed to credit institutions, asking them not to pay or undertake any commitment to pay dividends for the financial years 2019 and 2020, at least until 1 October 2020. This measure would enable credit institutions to fulfil their role to fund households, small and medium businesses and corporations amid the COVID-19-related economic shock, retaining capital resources to support the real economy. This recommendation was subsequently extended until January 2021. On 15 December 2020, the ECB adopted a new recommendation asking credit institutions to exercise extreme prudence when deciding on or paying out dividends until 30 September 2021. To these purposes, the ECB informed that it would generally consider prudent a maximum distribution of an amount equivalent to 15% of the accumulated profit for the financial years 2019 and 2020, or more than 20 basis points in terms of the CET1 ratio, whichever was lower. Following this new recommendation, on 29 January 2021 the Board of Directors resolved to propose the General Shareholders' Meeting the approval of a cash dividend payment against 2020 earnings equivalent to 15% of the of the proforma adjusted consolidated net profit of CaixaBank and Bankia (absorbed by CaixaBank with effects as of 26 March 2021). The General Shareholders' Meeting approved this proposal on 14 May 2021, and the dividend was paid in May 2021.

On 23 July 2021 the ECB announced that it would not extend the above-referred recommendation on dividend payout beyond September 2021, despite asking credit institutions to adopt a prudent and forward-looking approach when deciding on remuneration policies. Based on such announcement, on 29 July 2021, the Board of Directors resolved to allocate against 2021 earnings a cash pay-out of 50% of the consolidated net profit, adjusted for extraordinary impacts related to the Merger, to be paid in a single payment during 2022. In this regard, on 27 January 2022 the Board of Directors approved to propose to the General Shareholders' Meeting the approval of a distribution of a €0.1463 gross cash dividend per share against 2021 fiscal year profits, representing a pay-out of 50% of consolidated net profit, adjusted for extraordinary impacts related to the Bankia Merger. The General Shareholders' Meeting approved the proposal on 8 April 2022 and the dividend was paid in April 2022.

On 3 February 2023, the Bank reported that its Board of Directors approved (i) to submit to the General Shareholders' meeting the proposal for a distribution of a €0.2306 gross cash dividend per share against the 2022 profits, payable in April 2023, which would represent a 55% pay-out of consolidated net profit and (ii) to maintain the 2022 dividend policy also for 2023, subject to the final approval by the General Shareholders' meeting. On 31 March 2023, the Annual Shareholders' meeting approved the dividend distribution proposed by the Board of Directors and the dividend was paid in a single payment on 12 April 2023.

On 2 February 2024, the Bank reported that its Board of Directors approved (i) to submit to the General Shareholders' Meeting the proposal for a distribution of a cash dividend of €0.3919 gross per share against the 2023 profit, payable in April 2024, which would represent a 60% pay-out of consolidated net profit and (ii) to update the dividend policy for 2024, consisting of a cash distribution of between 50% and 60% of consolidated net profit, to be paid in two cash payments: an interim dividend to be paid during November 2024, amounting to between 30% and 40% of the consolidated net profit for the first half of 2024, and a final dividend to be paid in April 2025, subject to the final approval by the General Shareholders' meeting. As regards the distribution of €0.3919 gross cash dividend per share against the 2023 profits, on 22 March 2024, the Annual Shareholders' Meeting approved the dividend distribution proposed by the Board of Directors and the dividend was paid in a single payment on 3 April 2024. With regard to the dividend plan for 2024, on 31 October 2024 CaixaBank published the approval by the Board of Directors of an interim cash dividend amounting to 0.1488 gross euros per share, to be paid out of 2024 financial year net profits. The amount of the dividend is equivalent to 40% of the consolidated net profit for the first half of 2024 and was paid on 7 November 2024.

On 30 January 2025, the Company reported that its Board of Directors approved (i) to submit to the General Shareholders' meeting the proposal for a distribution of a cash dividend of €0.2864 gross per share against the 2024 profits, payable in April 2025 which, together with the interim dividend paid in November 2024, would represent a 53.5% pay-out of consolidated net profit (0.4352 euros gross per share); and (ii) to maintain the dividend plan for 2025, which consists of a cash distribution of between 50% and 60% of consolidated net profit, to be paid in two cash payments: an interim dividend to be paid during November 2025, amounting to between 30% and 40% of the consolidated net profit for the first half of 2025, and a final dividend to be paid in April 2026, subject to final approval by the General Shareholders' Meeting.

As part of its supervisory review process, the ECB continues assessing financial institutions' distribution policies to ensure that distributions do not impact financial institutions' capital positions in a way that could impede their ability to sustainably conduct their business strategies, taking into account sound capital targets based on properly calibrated management buffers.

During 2024, the Board of Directors of CaixaBank, having, in each instance, received the relevant regulatory approval to implement an open-market share buy-back programme for the repurchase of CaixaBank's outstanding Ordinary Shares, approved a series of share buy-back programmes aimed at reducing CaixaBank's share capital. All of the Ordinary Shares acquired under these programmes were redeemed in full through the corresponding share capital reductions. The main characteristics of the various programmes are as follows:

Start Date	Maximum Amount	Status	No. of shares purchased	Completion Date
14 March 2024	€500 million	Completed	104,639,681	10 May 2024
31 July 2024	€500 million	Completed	93,149,836	14 November 2024
19 November 2024	€500 million	Completed	89,372,390	10 March 2025

On 30 January 2025, having obtained the relevant regulatory authorization, CaixaBank announced the approval of a new share buy-back programme for a maximum amount of €500 million which would have a maximum duration of six months. The programme would be carried out in accordance with Article 5 the Market Abuse Regulation and the Delegated Regulation (UE) 2016/1052 of the Commission and would be executed externally by an investment bank that will act as the programme manager and will take its own decisions regarding the timing of the share purchases independently of the Company. The purpose of the programme was to reduce the share capital of the Company by means of the redemption of its own shares acquired under the share buy-back programme. According to Spanish law, the maximum number of shares to be acquired, in addition to the own shares held by the Company at any given time, would not exceed 10% of the share capital. On 16 June 2025, CaixaBank announced the start of the programme on that same date, having designated Goldman Sachs Bank Europe SE as programme manager, taking its own decisions as to the timing in which it purchased the shares, independently of the Bank. As of 26 September 2025, the number of Ordinary Shares acquired under this programme amounted to 45,424,632, representing 71.66% of the maximum authorised volume.

Attendance and voting at shareholders' meetings

In accordance with the By-laws of the Issuer, shareholders have the right to attend the General Shareholders' Meetings, either physically or remotely via a telematic real-time connection, if they hold at least 1,000 CaixaBank shares. However, shareholders who do not reach this threshold may group their shareholdings so as to reach the minimum number of shares required and grant their representation to one of them or delegate the representation of their shares to any person, either shareholder or not, holding and/or representing shareholders with a minimum 1,000 shares and thus, with the right to attend the meeting. In the event a shareholder does not reach such threshold and is unable to group its holding with those of other shareholders, such shareholder will not be able to attend at shareholders' meetings and vote during the meeting. However, shareholders can vote through remote communication before the General Shareholders' Meeting regardless of the number of shares they hold. In addition, any shareholder may also be represented by proxy. Proxies must be granted for each meeting in writing or in electronic form acceptable under the regulations of the General Shareholders' Meeting as approved by the Board of Directors. Proxies may be given to any person and may be revoked, either expressly or by remote voting or attendance by the shareholder at the meeting. In order to attend the general meeting, either physically or remotely via a telematic real-time connection, the proxy holder must be a shareholder and/or represent one or more shareholders holding a minimum of 1,000 CaixaBank shares.

The Spanish Companies Act allows companies to hold their general meetings exclusively using a remote, real-time connection, provided that it is expressly provided for in the company's By-laws and certain requirements are met. CaixaBank's By-laws and General Shareholders' Meeting regulations expressly provide for the possibility of attending the General Shareholders' Meeting exclusively using a remote, real-time connection, under the terms of Article 182 bis of the Spanish Companies Act. As of the date of this Prospectus, the Issuer has only held one General Shareholders' Meeting using exclusively remote connection, which was held in 2020 during and due to COVID-19 restrictions. All subsequent General Shareholders' Meetings have been held in hybrid format in order to facilitate the participation of shareholders.

Only shareholders duly registered in the book-entry records maintained by Iberclear and its member entities at least five days prior to the day on which a General Shareholders' Meeting is scheduled may, in the manner provided in the notice for such meeting, attend or be represented at such meeting and exercise their voting rights.

According to the By-laws of CaixaBank, each share of the Issuer's share capital entitles the shareholder to one vote and there is no limit as to the maximum number of voting rights that may be held by each shareholder.

Pursuant to the By-laws of CaixaBank and the Spanish Companies Act, General Shareholders' Meetings may be either ordinary or extraordinary. Ordinary General Shareholders' Meetings must be convened within the first six months of each fiscal year on a date fixed by the Board of Directors. As a general rule, extraordinary General Shareholders' Meetings may be called from time to time by the Board of Directors of CaixaBank at its discretion or at the request of shareholders representing at least 3% of CaixaBank's share capital. Call notices of all General Shareholders' Meetings must be published (i) in the Spanish Commercial Registry Official Gazette (*Boletín Oficial del Registro Mercantil*) or in one of the leading daily newspapers in Spain and (ii) on the websites of the CNMV and CaixaBank, at least one month prior to the date fixed for the meeting (unless the laws set a different minimum period or means). The interval between the first and second call of the General Shareholders' Meeting must be at least 24 hours. The notice must include the name of the company, the date and place of the first call, the agenda of the meeting, the position of the persons signing the call notice of the meeting, the date on which shareholders need to be registered as such in order to attend, be represented and/or vote at the meeting, the place and form in which the information related to the proposed resolutions can be obtained by the shareholders, the website where such information will be available, and clear instructions on how shareholders can attend, be represented and vote in the General Shareholders' Meeting. It may also state the date in which, if applicable, the shareholders' meeting is to be held on second call.

Shareholders representing at least 3% of the share capital of CaixaBank have the right to request the publication of a supplementary notice including one or more additional items of the agenda of the Ordinary General Shareholders' Meeting and to add new resolution proposals to the agenda of any General Shareholders' Meeting, within the first five days following the publication of the call notice of the meeting.

At ordinary General Shareholders' Meetings, shareholders shall resolve on the audited individual and consolidated annual financial statements for the previous fiscal year, the management of the Issuer's directors during the previous fiscal year, and the allocation of the profit or loss attributable to CaixaBank corresponding to the previous fiscal year. All other matters that can be decided by a General Shareholders' Meeting may be addressed at either ordinary or extraordinary General Shareholders' Meetings if such items are included on the meetings' agenda, except for the dismissal of directors and the corporate action to demand liability from directors, which can be considered even if not included in the meetings' agenda.

The By-laws of CaixaBank provide that, in order to facilitate the shareholders' attendance at the General Shareholders' Meetings, shareholders shall be provided with registered attendance cards (*tarjetas de asistencia*).

The By-laws of CaixaBank and the Spanish Companies Act provide that generally, on the first call of a General Shareholders' Meeting, a duly constituted General Shareholders' Meeting requires a quorum of at least 25% of the subscribed voting share capital, present in person or by proxy. If on the first call of the meeting the quorum is not achieved, the meeting may be held on second call. On the second call, there is no quorum requirement.

Resolutions relating to ordinary matters may be adopted upon the affirmative vote of a majority of votes cast at such meeting. The Spanish Companies Act and the By-laws of CaixaBank provide that in order to resolve on extraordinary matters (i.e., the increase or decrease of the share capital, the amendment of the By-laws, the issuance of bonds (when the issuance is to be approved by the shareholders' meeting, which is the issue of bonds convertible into shares or bonds attributing a share in the company profit to the bondholders), the cancellation or restriction of the preferential subscription rights to acquire new shares, mergers, spin-offs, changes in the corporate form, global assignment of assets and liabilities and the transfer of the registered office abroad) it is required on first call a quorum of at least 50% of the issued voting share capital, present in person or by proxy, and on second call, the presence of shareholders representing at least 25% of the issued voting share capital, present in person or by proxy. On first call, such resolutions may only be passed upon the affirmative vote of an absolute majority. If, on second call, the shareholders present or represented constitute less than 50% of the subscribed voting share capital, present in person or by proxy, resolutions relating to such extraordinary matters may be adopted only with the approval of two-thirds of the votes validly cast at such General Shareholders' Meeting.

A resolution passed at a General Shareholders' Meeting is binding on all shareholders. As a general rule, and subject to certain exceptions provided for in the Spanish Companies Act, a resolution passed at a General Shareholders' Meeting may be contested if such resolution is (i) contrary to Spanish law, to the Issuer's By-laws or to the General Shareholders' Meeting regulations, or (ii) prejudicial to the Issuer's corporate interests for the benefit of one or more shareholders or third parties. Damage to the Company's corporate interest may also be caused when the resolution, without causing damage to the corporate assets, is imposed in an abusive manner by the majority. A resolution is understood to have been imposed in an abusive manner when, rather than responding reasonably to a corporate need, the majority adopts the resolution in their own interests and to the unjustifiable detriment of the other shareholders. The Spanish Companies Act acknowledges a legal right to initiate legal proceedings in favor of (i) directors, (ii) third parties with legitimate interest and (iii) shareholders holding shares in the Company prior to the adoption of such resolutions as long as such shares represent, individually or in group, a minimum of 0.1% of the Company's share capital (this reduced threshold is applicable to listed companies). If the resolution is contrary to public order, any shareholder (whether or not it was a shareholder at the time when the resolution was adopted), director or third party is entitled to contest the resolution.

The right to challenge the resolution passed by the General Shareholders' Meeting lapses in three months from the date on which the resolution is passed or received in writing or, if applicable, from the date of registration with the Commercial Registry, except when the resolution is against the public order, in which case the right to challenge does not lapse.

In certain circumstances (such as a substantial modification of corporate purpose, change of the corporate form or transfer of registered office abroad, intra-EU merger with transfer of registered office to another EU country or incorporation of a limited liability European holding company if the dissenting shareholder is a partner of the promoter companies), Spanish corporate law gives shareholders that had not voted in favor of a resolution the right to withdraw from the company. If this right were to be exercised, the Issuer would be required to purchase or offset the relevant share ownership at an adequate price.

Under the Spanish Companies Act, shareholders who voluntarily aggregate their shares so that the share capital so aggregated is equal to or greater than the result of dividing the total share capital by the number of directors have the right to appoint a corresponding proportion of the members of the Board of Directors, provided that the relevant vacancy or vacancies exist within the Board of Directors. Shareholders who exercise this right may not vote on the appointment of other directors. According to the By-laws of CaixaBank, notwithstanding the proportional representation right to which the shareholders are entitled to in the terms set forth in the Law, no shareholder shall be represented in the Board of Directors by a number of proprietary directors that exceeds 40% of the total number of members of the Board of Directors.

Increase of share capital and preferential subscription rights

The General Shareholders' Meeting of the Company may authorize the Board of Directors to increase the share capital up to 50% of the existing share capital of the Company.

Pursuant to Spanish law, shareholders have preferential subscription rights to subscribe for any new shares issued in consideration to cash contributions and for any new bonds convertible into shares. However, a resolution passed at a General Shareholders' Meeting (or for listed companies also at a meeting of the Board of Directors acting by delegation) may, in certain circumstances, suppress such preferential subscription rights, provided that the relevant requirements of Spanish law (particularly, Articles 308, 417, 504, 505, 506 and 511 of the Spanish Companies Act) are met. In such cases:

(i) When the authority corresponds to the General Shareholders' Meeting and an independent expert's report is not issued (the independent expert report will be required when the General Shareholders' Meeting proposes to issue shares or convertible bonds with the exclusion of preferential subscription rights, for an amount exceeding 20% of the share capital), the par value of the shares to be issued, plus, if applicable, the amount of the share premium, must correspond to the fair value resulting from the directors' report. Unless the directors justify otherwise, in which case they shall provide the appropriate report from an independent expert, and in any case for transactions not exceeding 20% of the share capital, the fair value will be presumed to be the market value, established by reference to the stock market price, provided that it is not more than 10% lower than the price of such stock market price. Shares may be issued at a price below fair value, and in this case the directors' report must justify that the corporate interest requires not only the exclusion of the preferential subscription right, but also the proposed issue price; in addition, an independent expert's report shall be required, which shall specifically state the amount of the expected economic dilution and the reasonableness of the data and considerations included in the directors' report.

(ii) When the authority corresponds to the Board of Directors due to the delegation to increase the capital with exclusion of the preferential subscription right, it shall not refer to more than 20% of the share capital of the company at the time of authorization. This 20% limit does not apply to convertible bond issues made by credit institutions, provided that these issues comply with the requirements set forth in CRR in order for the convertible bonds issued to qualify as Additional Tier 1 capital instruments of the issuing credit institution, in which case, the general limit of 50% will apply. The par value of the shares to be issued, plus, if applicable, the amount of the share premium, must correspond to the fair value resulting from the directors' report as described above.

Preferential subscription rights will not be available in the event of increases in the share capital of CaixaBank in connection with the conversion of convertible bonds, mergers in which new shares are used as consideration or acquisitions of all or part of another company's assets in which new shares are used in consideration or for share capital increases funded by non-cash contributions.

Preferential subscription rights are transferable, may be traded on the Automated Quotation System of the Spanish Stock Exchanges and may be of value to existing shareholders because new shares may be offered for subscription at prices lower than prevailing market prices.

The General Shareholders' Meeting held on 22 March 2024 approved the renewal of the authorization in favor of the Board of Directors to increase the share capital of CaixaBank one or more times and at any time, within a period of five years from the date of such General Shareholders' Meeting, in an amount not to exceed €3,686,363,681, by issuing new shares (with or without a share premium and with or without voting rights), in exchange for cash contributions (the "**Capital Increase Authorisation**"). Likewise, the Board of Directors was expressly authorised by the General Shareholders' Meeting to exclude, whether in full or in part, preferential subscription rights under the provisions of Article 506 of the Spanish Companies Act, although capital increases with exclusion of the preferential subscription rights will not exceed the maximum amount of €737,272,736 (as an exception, in accordance with the 15th additional provision of the Spanish Companies Act, this limit shall not apply to capital increases that the Board of Directors may approve, suppressing the preferential subscription rights, in order to meet the conversion of securities issued pursuant to such General Shareholders' Meeting under item 5.4 on the agenda or any other resolution on the matter that may be adopted by the General Shareholders' Meeting in the future, being applicable to these capital increases the general limit of €3,686,363,681).

The General Shareholders' Meeting held on 22 March 2024 approved, under item 5.4 on the agenda, the authorization in favor of the Board of Directors to issue securities contingently convertible into shares of the Bank, or instruments of a similar nature, for the purpose of meeting regulatory requirements for their eligibility as Additional Tier 1 regulatory capital instruments, subject to a maximum total amount of €3,500,000,000 for a period of three years, with the power to exclude preferential subscription rights if this is in the Company's best interest. This authorization has been used by the Company for the first time in the issuance of perpetual non-cumulative contingent convertible additional tier 1 preferred securities on January 24, 2025 for a nominal value of

€1,000 million (which issuance has also implied a partial consumption of the limit under the Capital Increase Authorization).

Since January 1, 2022 there has not been any change in the share capital of CaixaBank except for the share capital reductions to effect the redemption of the treasury shares acquired under share buy-back programmes of the Company indicated in the following table:

Date of Registration with the Commercial Registry	**Nominal Amount of Share Capital Reduction**	**% of Share Capital**	**Share Capital following the Reduction**
13 January 2023	€558,515,414	6.93%	€7,502,131,619
3 May 2024	€129,404,256	1.72%	€7,372,727,363
13 June 2024	104,639,681	1.42%	€7,268,087,682
4 December 2024;	€93,149,836	1.28%	€7,174,937,846
13 May 2025	€89,372,390	1.25%	€7,085,565,456

Furthermore, on 30 January 2025, CaixaBank announced the approval of a new share buy-back for a maximum amount of €500 million which was initiated on 16 June 2025. As of 26 September 2025, the number of Ordinary Shares acquired under the share buy-back programme amounted to 45,424,632, representing 71.66% of the maximum authorised volume.

Shareholder claims

Under Spanish law, shareholders that wish to bring action against the directors or against the Issuer or challenge corporate resolutions must generally submit the claim before the courts of the judicial district of the Issuer's registered address (currently Valencia, Spain).

In general terms, directors are liable to the company, the shareholders and creditors of the company for the damages caused by acts or omissions that are contrary to Spanish law or the company's By-laws and for failure to carry out the duties and obligations required of directors, provided that they have acted willfully or negligently. When in violation of the law or of the company's By-laws, directors are presumed to have acted negligently, but that presumption can be rebutted. Directors have such liability even if the transaction in connection with which the relevant acts or omissions occurred is approved or ratified by the General Shareholders' Meeting.

The liability of the directors is joint and several (*solidaria*), except to the extent any director can demonstrate that he or she did not participate in decision-making relating to the transaction at issue, was unaware of its existence or, being aware of it, did all that was possible to mitigate any damages or expressly disagreed with the decision-making relating to the transaction.

Information to shareholders

Under Spanish law, shareholders are entitled to receive certain company information, including information regarding any amendment to the By-laws, any increase or reduction in share capital, the approval of the annual accounts, a merger or spin-off, the winding-up or liquidation, or any other major corporate events or actions.

Furthermore, shareholders may request any reports or explanations that they consider necessary in respect of the matters included in the agenda of a General Shareholders' Meeting or, as the case may be, any public information provided to the CNMV and the auditor's report, either (i) in writing beforehand until the fifth day prior to the date scheduled for the General Shareholders' Meeting in which case, the Board of Directors is obliged to provide these reports and explanations until the day of the General Shareholders' Meeting, or (ii) at the meeting, in which case and if the right of the shareholder could not be satisfied at the moment, the Board of Directors is obliged to provide these reports and explanations within seven days following the conclusion of the General Shareholders' Meeting. The Board of Directors may refuse to provide the shareholders with the reports or explanations requested where such information should not be disclosed in order to protect the shareholders' rights, or it may be objectively considered that the information could be used for non-corporate purposes, or public exposure of the information requested may be detrimental to the Company's interests. However, the latter exception shall not apply should the request be backed by shareholders who together hold 25% or more of the share capital.

LEGAL RESTRICTIONS ON ACQUISITION OF SHARES IN SPANISH BANKS

Certain provisions of Spanish law require clearance by the competent authority prior to the acquisition by any individual or company of a a qualifying holding of shares (*participación significativa*) in a Spanish bank. The decision-making authority for the assessment of the proposed acquisition, formerly attributed to the Bank of Spain, now corresponds to the ECB by virtue of the SSM Regulation.

Any natural or legal person, or such persons acting in concert, who have taken a decision either to acquire, directly or indirectly, a qualifying holding in a Spanish bank or to further increase, directly or indirectly, such a qualifying holding in a Spanish bank as a result of which the proportion of the voting rights or of the capital held would reach or exceed 20%, 30% or 50% or so that the bank would become its subsidiary, must first notify the ECB (through the Bank of Spain), indicating the size of the intended holding and other relevant information. A qualifying holding for these purposes is defined as a direct or indirect holding in a Spanish bank which represents 10% or more of the capital or of the voting rights or which makes it possible to exercise a significant influence over the management of that bank. In accordance with Article 23 of Royal Decree 84/2015, in any case, "significant influence" shall be deemed to exist when there is the capacity to appoint or dismiss a board member.

As soon as the Bank of Spain receives the notice, the Bank of Spain will request the Spanish Anti-Money Laundering Authority (*Servicio Ejecutivo de la Comisión para la Prevención del Blanqueo de Capitales e Infracciones Monetarias*—"**SEPBLAC**") for a report, and the SEPBLAC will submit such report within 30 business days from the day following the day of receipt of such request.

The ECB has 60 business days after the Bank of Spain acknowledges the receipt of any such notice (the Bank of Spain will acknowledge receipt in writing within two business days from the date of receipt of the notification by the Bank of Spain to the extent such notification includes all the information required by Article 24 of Royal Decree 84/2015) to object to a proposed transaction. In case the notification does not have all the information required, the acquirer will be required to provide the outstanding information within 10 business days. Such an objection may be based on finding the acquirer unsuitable on the basis of its commercial or professional reputation, its solvency or the transparency of its corporate structure, among other things. If no such objection is raised within the 60 business days' period, the authorization is deemed to have been granted.

The above assessment term may be suspended on one occasion, between the request of information and the submission of information, for a maximum term of 20 business days (or, under certain circumstances, this term may be 30 business days).

If the acquisition is carried out and the required notice is not given to the ECB (through the Bank of Spain) or if the acquisition is carried out before the 60 business days' period following the giving of notice elapses, or if the acquisition is opposed by the ECB, then there shall be the following consequences: (i) the voting rights corresponding to the acquired shares may not be exercised or, if exercised, will be deemed null, (ii) the ECB may seize control of the bank or replace its board of directors, and (iii) a fine may be levied on the acquirer.

Furthermore, pursuant to Law 10/2014, any natural or legal person, or such persons acting in concert, who has acquired, directly or indirectly, a holding in a Spanish bank so that the proportion of the voting rights or of the share capital held reaches or exceeds 5%, must immediately notify in writing the Bank of Spain and the relevant Spanish bank, indicating the size of the acquired holding.

Any natural or legal person who has taken a decision to dispose, directly or indirectly, of a qualifying holding in a bank must first notify the Bank of Spain, indicating the size of his intended reduced holding. Such a person shall likewise notify the Bank of Spain if he has taken a decision to reduce his qualifying holding so that the proportion of the voting rights or of the capital held would fall below 20%, 30% or 50% or so that the bank would cease to be its subsidiary. Failure to comply with these requirements may lead to sanctions being imposed on the defaulting party.

Spanish banks are required, on becoming aware of any acquisitions or disposals of holdings in their capital that cause holdings to exceed or fall below one of the thresholds referred to above, to inform the Bank of Spain of those acquisitions or disposals. In addition, Spanish banks must provide the Bank of Spain on a quarterly basis, during the month following each natural quarter, with a list of all its shareholders that are financial institutions and all other shareholders that own at least 0.25% of the bank's share capital (or 1% in case of credit unions) by reference to the last day of each calendar quarter.

If the ECB determines at any time that the influence of a person who owns a qualifying holding of a bank may adversely affect that bank's management or financial situation, the following actions may be taken: (i) suspension of the voting rights of such person's shares; (ii) seizure of control of the bank or replacement of its board of directors; or (iii) in exceptional circumstances revocation of the bank's license. A fine may also be levied on the person owning the relevant qualifying shareholding.

REPORTING REQUIREMENTS

Acquisition of shares

Pursuant to Royal Decree 1362/2007, of 19 October, any individual or legal entity which, by whatever means, purchases or transfers shares which grant voting rights in the Issuer, must notify the Issuer and the CNMV, if, as a result of such transaction, the proportion of voting rights held by that individual or legal entity reaches, exceeds or falls below a threshold of 3%, 5%, 10%, 15%, 20%, 25%, 30%, 35%, 40%, 45%, 50%, 60%, 70%, 75%, 80% and 90% of the Issuer's total voting rights.

Should the person or group effecting the transaction be resident in a non-cooperative jurisdiction (as set out in the First Additional Provision of Law 36/2006, of 29 November), the threshold that triggers the obligation to disclose the acquisition or transfer of the Issuer's Ordinary Shares is reduced to 1% (and successive multiples thereof).

The individual or legal entity obliged to carry out the notification must serve the notification by means of the form approved by the CNMV from time to time for such purpose, within four trading days from the date on which the individual or legal entity acknowledged or should have acknowledged the circumstances that generate the obligation to notify (Royal Decree 1362/2007 deems that the obliged individual or legal entity should have acknowledged the aforementioned circumstance within two trading days from the date on which the transaction was entered into, regardless of the date on which the transaction takes effect).

The reporting requirements apply not only to the purchase or transfer of shares, but also to those transactions in which, without a purchase or transfer, the proportion of voting rights of an individual or legal entity reaches, exceeds or falls below the threshold that triggers the obligation to report as a consequence of a change in the total number of voting rights of a company on the basis of the information reported to the CNMV and disclosed by it. In such a case, the transaction is deemed to be acknowledged within two trading days from the date of publication of the relevant inside information notice (*comunicación de información privilegiada*) or other relevant information notice (*comunicación de otra información relevante*), as the case may be, regarding such transaction.

Should the individual or legal entity effecting the transaction be a non-resident of Spain, notice must also be given to the Spanish Registry of Foreign Investments maintained by the General Bureau of Commerce and Investments (a department of the Spanish Ministry of Economy, Trade and Business (*Ministerio de Economía, Comercio y Empresa*)). See "*Restrictions on Foreign Investment*" below.

Regardless of the actual ownership of the shares, any individual or legal entity with a right to acquire, transfer or exercise voting rights granted by the shares, and any individual or legal entity which acquires, transfers or holds, whether directly or indirectly, other securities or financial instruments which grant a right to acquire shares with voting rights, will also have the obligation to notify the Issuer and the CNMV of the holding of a significant stake in accordance with applicable regulations.

Pursuant to Article 19 of MAR, persons discharging managerial responsibilities as well as persons closely associated with them (*vínculo estrecho*) must similarly report to the Issuer and the CNMV any acquisition or disposal of the Issuer's shares, derivative or financial instruments linked to the Issuer's shares, within three business days after the date of the transaction. The notification of the transaction must include particulars of, among others, the type of transaction, the date of the transaction and the market in which the transactions were carried out, the number of shares traded and the price paid.

In accordance with the provisions of Article 230 of the Securities Markets and Investment Services Act, the obligation to notify the transactions referred to in Article 19.1 of MAR, carried out by persons discharging managerial responsibilities as well as persons closely associated with them, will arise when the sum of all transactions without netting reaches the amount of €20,000 within a calendar year. Once a total amount of €20,000 has been reached within a calendar year, any subsequent transaction referred to in Article 19.1 of MAR must be notified.

In certain circumstances established by Royal Decree 1362/2007, the notification requirements on the acquisition or transfer of shares also apply to any person or legal entity that, directly or indirectly, and independently of the ownership of the shares or financial instruments, may acquire, transmit or exercise the voting rights granted by those shares or financial instruments, provided that the aggregated proportion of voting rights reaches, increases above or decreases below, the percentages set forth by Spanish law.

Moreover, pursuant to Article 30.6 of Royal Decree 1362/2007, in the context of a takeover bid, the following transactions should be notified to the CNMV: (i) any acquisition reaching or exceeding 1% of the voting rights of the Issuer, and (ii) any increase or decrease in the percentage of voting rights held by holders of 3% or more of the voting rights in the Issuer. The CNMV will immediately make this information public.

Disclosure of shareholders' agreements

The Securities Markets and Investment Services Act and Articles 531 to 535 of the Spanish Companies Act require parties to disclose certain types of shareholders' agreements that affect the exercise of voting rights at a General Shareholders' Meeting or contain restrictions or conditions on the transferability of shares or bonds that are convertible or exchangeable into shares of listed companies. If any shareholders enter into such agreements with respect to CaixaBank's shares, they must disclose the execution, amendment or extension of such agreements to CaixaBank and the CNMV and file such agreements with the appropriate Commercial Registry. The shareholders' agreements must also be disclosed through an inside information notice (*comunicación de información privilegiada*) or other relevant information notice (*comunicación de otra información relevante*), as the case may be, on the CNMV's website. Failure to comply with these disclosure obligations renders any such shareholders' agreement unenforceable and constitutes a violation of the Securities Markets and Investment Services Act.

Such shareholders' agreement will have no effect with respect to the regulation of the right to vote in General Shareholders' Meetings and restrictions or conditions on the free transferability of shares and bonds convertible into shares until such time as the aforementioned notifications, deposits and publications are made.

Upon request by the interested parties, the CNMV may waive the requirement to report, deposit and publish the agreement when publishing the shareholders' agreement could cause harm to the Issuer.

Net short positions

In accordance with Regulation (EU) No 236/2012 of the European Parliament and of the Council of 14 March 2012 on short selling and certain aspects of credit default swaps (as amended and supplemented by several delegated regulations regulating technical aspects necessary for its effective enforceability and to ensure compliance with its provisions and as stated by the ESMA as of March 2021) (as amended and supplemented "**Regulation 236/2012**"), net short positions on shares listed on the Spanish Stock Exchanges equal to, or in excess of, 0.2% of the relevant issuer's share capital and any increases or reductions thereof by 0.1% are required to be disclosed to the CNMV. If the net short position reaches 0.5%, and also at every 0.1% above that, the CNMV will disclose the net short position to the public. Regulation 236/2012 restricts uncovered short sales in shares, providing that a natural or legal person may enter into a short sale of a share admitted to trading on a trading venue only where one of the conditions established in Article 12 of the referred Regulation has been fulfilled.

The notification or disclosure mentioned above shall be made no later than 3:30 p.m. (Madrid time) on the following trading day.

The disclosure is mandatory even if the same position has been already notified to the CNMV in compliance with transparency obligations previously in force in that jurisdiction.

The information to be disclosed is set out in Table 1 of Annex I of Delegated Regulation 826/2012, according to the format approved as Annex II of this Delegated Regulation. The information will be published, where appropriate, on a website operated or supervised by the CNMV.

Moreover, pursuant to Regulation 236/2012, when the CNMV considers that (i) there are adverse events or developments that constitute a serious threat to financial stability or to market confidence (serious financial, monetary or budgetary problems, which may lead to financial instability, unusual volatility causing significant downward spirals in any financial instrument, etc.); and (ii) the measure is necessary and will not be disproportionately detrimental to the efficiency of financial markets in view of the advantages sought, it may, following consultation with ESMA, take any one or more of the following measures:

(i) impose additional notification obligations by either (a) reducing the thresholds for the notification of net short positions in relation to one or several specific financial instruments; and/or (b) requesting the parties involved in the lending of a specific financial instrument to notify any change in the applicable premiums; and

(ii) restrict short selling activities by either prohibiting or imposing conditions on short selling.

In addition, according to Regulation 236/2012, where the price of a financial instrument has fallen significantly during a single day in relation to the closing price on the previous trading day (10% or more in the case of a liquid share), the CNMV may prohibit or restrict short selling of financial instruments for a period not exceeding the end of the trading day following the trading day on which the fall in price occurs.

Finally, Regulation 236/2012 also vests ESMA with powers to take measures similar to those described above in exceptional circumstances, when the purpose of these measures is to deal with a threat affecting several EU member states and the competent authorities of these member states have not taken adequate measures to address it.

ACQUISITION OF OWN SHARES

Share repurchases

Pursuant to the Spanish Companies Act, without prejudice to specific cases of free acquisition provided for under the law, the Issuer may only repurchase the Issuer's own Ordinary Shares within certain limits and in compliance with the following requirements:

(i) The repurchase must be previously authorised by the General Shareholders' Meeting in a resolution establishing the maximum number of Ordinary Shares to be acquired, the ownership title for the acquisition, the minimum and maximum acquisition price (if any) and the duration of the authorization, which may not exceed five years from the date of the resolution.

(ii) The repurchase, including the Ordinary Shares already acquired and currently held by the Issuer, or any person or company acting in its own name but on the Issuer's behalf, must not bring the Issuer's net worth below the aggregate amount of the Issuer's share capital and legal or non-distributable By-laws' reserves. For these purposes, net equity means the amount resulting from the application of the criteria used to draw up the financial statements, subtracting the amount of profits directly allocated to such net equity, and adding the amount of share capital subscribed but not called and the share capital par value and issue premium recorded in the accounts as liabilities.

(iii) The aggregate value of the Ordinary Shares directly or indirectly repurchased, together with the aggregate par value of the Ordinary Shares already held by the Issuer, must not exceed 10% of the Issuer's share capital.

(iv) Ordinary Shares repurchased for valuable consideration must be fully paid up. A repurchase shall be considered null and void if (i) the Ordinary Shares are partially paid up, except in the case of free repurchase, or (ii) the Ordinary Shares entail ancillary obligations.

The voting rights of treasury shares are suspended. Additionally, the economic rights (dividends and other distributions and liquidation rights), except the right to receive bonus shares as a result of a capital increase against reserves, will accrue proportionately to the Issuer's shareholders. Treasury shares are counted for purposes of establishing the quorum for General Shareholders' Meetings as well as majority voting requirements to pass resolutions at General Shareholders' Meetings.

The General Meeting held on 11 April 2025 renewed the authorization to the Board of Directors of CaixaBank to acquire, directly or indirectly through its subsidiaries, its own shares during a five-year period as of the date of that meeting, in the forms permitted by the applicable Laws, subject to the following terms and conditions: (i) the nominal value of the shares acquired, added to those already held by CaixaBank, may not at any time exceed 10% of CaixaBank's share capital; and (ii) the acquisition price of the treasury shares will be the closing price of the shares on the Automated Quotation System of the Spanish Stock Exchanges (*Sistema de Interconexión Bursátil or Mercado Continuo*) (the "**AQS**") corresponding to the day prior to the acquisition, increased or decreased by a maximum variation of 15%. The General Shareholders' Meeting also authorised the Bank's subsidiaries to acquire shares of CaixaBank on the same terms and conditions described above.

MAR establishes rules in order to ensure the integrity of European Community financial markets and to enhance investor confidence in those markets. This regulation maintains an exemption from the market manipulation rules regarding share buy-back programmes by companies listed on a stock exchange in a member state. Commission Delegated Regulation (EU) 2016/1052, of 8 March 2016, implements MAR with regard to the regulatory technical standards for the conditions applicable to buy-back programmes and stabilization measures. According to the provisions included in the Commission Delegated Regulation (EU) 2016/1052, in order to benefit from the exemption, an issuer implementing a buy-back programme must comply with the following requirements:

Prior to the start of trading in a buy-back programme, the Issuer must ensure the adequate disclosure of the following information:

(i) The purpose of the programme. According to Article 5.2 of MAR, the buy-back programme must have as its sole purpose (a) to reduce the capital of the Issuer; (b) to meet obligations arising from debt financial instruments convertible into equity instruments; or (c) to meet obligations arising from share option programmes, or other allocations of Ordinary Shares, to employees or to members of the administrative, management or supervisory bodies of the issuer or of an associate company.

(ii) The maximum pecuniary amount allocated to the programme.

(iii) The maximum number of Ordinary Shares to be acquired.

(iv) The period for which authorization for the programme has been granted.

The Issuer must ensure that the transactions relating to the buy-back programme meet the conditions provided for in Article 3 of the Commission Delegated Regulation (EU) 2016/1052. Specifically, that the purchase price is not higher than the higher of the price of the last independent trade and the highest current independent purchase bid on the trading venue where the purchase is carried out. Furthermore, issuers must not purchase on any trading day more than 25% of the average daily volume of shares on the corresponding trading venue.

The Issuer shall not, for the duration of the buy-back programme, engage on (a) selling of own shares; (b) trading during the closed periods referred to in Article 19.11 of MAR; and (c) trading where the issuer has decided to delay the public disclosure of inside information. Notwithstanding the above, these restrictions shall not apply in case (i) the buy-back programme is lead-managed by an investment firm or a credit institution which makes its trading decisions concerning the timing of the purchases of the issuer's shares independently of the issuer; or (ii) the Issuer has in place a time-scheduled buy-back programme.

CNMV Circular 1/2017 of April 26, on liquidity contracts entered into by issuers with financial institutions for the management of their treasury shares, as amended by CNMV Circular 2/2019 of November 27, governs the disclosure requirements by issuers and the rules of conduct to be followed by financial intermediaries when trading under a liquidity agreement for these trades to benefit from the safe harbor provided by such Circular and qualify as an accepted market practice for the purposes of the Market Abuse Regulation.

In addition, section 2 of Chapter IV of Commission Delegated Regulation (EU) No 241/2014, of 7 January 2014, supplementing CRR, states that redemptions, reductions and repurchases of own funds instruments (such as own shares) shall not be announced to holder of the instruments before the institution has obtained the prior approval of the competent authority.

Disclosure of acquisition of own shares

If an acquisition or series of acquisitions of the Issuer's Ordinary Shares reaches or exceeds or causes the Issuer and its affiliates' holdings to reach or exceed 1% of the voting shares, the Issuer must notify its final holding of treasury shares to the CNMV. If such threshold is reached as a result of a series of acquisitions, such reporting obligation will only arise after the closing of the acquisition which, taken together with all acquisitions made since the last of any such notifications, causes the Issuer and its affiliates' holdings to exceed 1% of the voting shares (for these purposes, sales and other transfers of the Issuer's treasury shares will not be deducted in the calculation of such threshold). This requirement would also apply if the shares were acquired by one of its majority owned subsidiaries.

Moreover, pursuant to Spanish Companies Act, the management report of a company must include a reference to any treasury shares.

As of 25 September 2025, the number of treasury Ordinary Shares held by CaixaBank was 51,286,073 Ordinary Shares (including 50,357,632 Ordinary Shares held directly by CaixaBank and 928,441 Ordinary Shares held indirectly by subsidiaries), representing 0.7238% of CaixaBank's total share capital. As of the date of this

Prospectus, all of the treasury Ordinary Shares held by CaixaBank had been acquired to (i) fulfill the deferred equity-based compensation obligations owed to the Management Committee, in accordance with the Company's long-term incentive plans in force; and (ii) reduce the share capital of the Company through the redemption of the Ordinary Shares acquired.

TENDER OFFERS

Spanish regulation of takeover bids may delay, defer or prevent a change of control of CaixaBank in the event of a merger, acquisition or corporate restructuring. The Securities Markets and Investment Services Act and Royal Decree-Law 1066/2007, of 27 July, as amended, on the legal regime of takeover bids, set forth the Spanish rules governing takeover bids for listed companies such as CaixaBank. In particular:

(i) a bidder must make a tender offer in respect of 100% of the issued share capital of the Issuer if:

- it acquires an interest in Ordinary Shares which (taken together with Ordinary Shares in which persons acting in concert with it are interested) carry 30% or more of the voting rights of the Issuer;

- it acquires an interest in Ordinary Shares which (taken together with Ordinary Shares in which persons acting in concert with it are interested) carry less than 30% of the voting rights but enable the bidder to appoint a majority of the members of the Issuer's board of directors; or

- it held 30% or more but less than 50% of the voting rights of the target company on the date the law came into force, and subsequently:

  - acquires, within 12 months, an additional interest in shares which carries 5% or more of such voting rights;

  - acquires an additional interest in Ordinary Shares so that the bidder's aggregate interest carries 50% or more of such voting rights; or

  - acquires an additional interest in Ordinary Shares which enables the bidder to appoint a majority of the members of the Issuer's board of directors.

(ii) if a bidder's actions do not fall into the categories described above, such acquisition may qualify as an "*a priori*" or partial tender offer (i.e., in respect of less than 100% of the issued share capital of a target company), in which case such bidder would not be required to make a tender offer in respect of 100% of the issued share capital of a target company;

(iii) the board of directors of the Issuer is exempt from the rule prohibiting certain board interference with a tender offer (the "passivity rule"), provided that (i) it has been authorised by the General Shareholders' Meeting to take action or enter into a transaction which could disrupt the offer, or (ii) it has been released from the passivity rule by the General Shareholders' Meeting vis-à-vis bidders whose boards of directors are not subject to an equivalent passivity rule;

(iv) defensive measures included in a listed company's By-laws and transfer and voting restrictions included in agreements among a listed company's shareholders will remain in place whenever the company is the target of a tender offer unless the general shareholders' meeting resolves otherwise (in which case any shareholders whose rights are diluted or otherwise adversely affected may be entitled to compensation); and

(v) if, as a result of a tender offer in respect of 100% of the issued share capital of a target company, the bidder acquires an interest in shares representing at least 90% of the voting rights of the target company and the offer has been accepted by investors representing at least 90% of the voting rights of the target company (provided such voting rights are distinct from those already held by the bidder), the bidder may force the holders of the remaining share capital of the company to sell their shares. The minority holders shall also have the right to force the bidder to acquire their shares under these same circumstances.

FOREIGN INVESTMENT AND EXCHANGE CONTROL REGULATIONS

Restrictions on Foreign Investment

Exchange controls and foreign investments were, with certain exceptions, completely liberalised by Royal Decree 664/1999, of 23 April, which was approved in conjunction with Law 18/1992, of 1 July (as amended, the "**Spanish Foreign Investment Law**"), bringing the existing legal framework on foreign investments in line with the provisions of the Treaty of the European Union.

Law 19/2003, of 4 July, on the establishment of a regulatory regime relating to capital flows to and from legal or natural persons abroad (as amended, "**Law 19/2003**"), generally provides for the liberalisation of the regulatory environment with respect to acts, businesses, transactions and other operations between Spanish residents and non-residents in respect of which charges or payments abroad will occur, as well as money transfers, variations in accounts or financial debit or credits abroad, with the exceptions set out below. These operations must be reported to the Spanish Ministry of Economy, Trade and Business (*Ministerio de Economía, Comercio y Empresa*) and the Bank of Spain only for informational and statistical purposes. The most important developments resulting from Law 19/2003 are the obligations on financial intermediaries to provide to the Spanish Ministry of Economy, Trade and Business (*Ministerio de Economía, Comercio y Empresa*) and the Bank of Spain information corresponding to client transactions.

In March 2020, however, the Spanish government introduced a new provision in Law 19/2003 (article 7 bis) whereby certain direct foreign investments ("**DFIs**") became subject to *ex ante* control. Article 7 bis of Law 19/2003 is inspired by Regulation (EU) 2019/452 of the European Parliament and of the Council of 19 March 2019 establishing a framework for the screening of foreign direct investments into the Union, of direct application from 11 October 2020. The provisions of article 7 bis have now been further developed in the Regulation on Foreign Investment approved by the Royal Decree 571/2023, of 4 July, on foreign investments ("**RD 571/2023**"), which has been in force since 1 September 2023 and repeals the former Royal Decree 664/1999.

For the purposes of this new control system, DFIs are those carried out in Spain by investors resident in countries outside the EU and the European Free Trade Association ("**EFTA**") (i.e., Switzerland, Liechtenstein, Iceland and Norway), or by residents in EU or EFTA countries whose beneficial owners are residents in countries out of the EU or the EFTA.

Investments made through vehicles resident in EU or EFTA countries whose beneficial owner is a foreign investor also fall under the new rules. This is where the foreign investor, individually or in a concerted manner, possesses or ultimately controls[19], directly or indirectly, more than 25% of the capital or voting rights in the investor, or where by other means exercises direct or indirect control of the investor.

Relevant investments are those where the foreign investor either (i) reaches ownership of 10% or more of the Spanish company, or (ii) as a result of the transaction, act or legal business becomes actively involved in the management or control, of the entirety or of a part of that company. However, *inter alia*, mere internal restructurings, increases in business holdings by a shareholder who already has a stake higher than 10% and which are not accompanied by changes in control or transitory investments which last lasting hours or days in the context of more complex transactions, are not deemed relevant for these purposes and therefore are not captured.

These DFIs will be subject to the new screening regime under Article 7 bis of Law 19/2003 when they meet either of the two following alternative criteria:

(i) Due to the sector in which the investment target operates:

DFIs that affect "public order, public security and public health" and, in any case, those that refer to the following sectors are subject to control:

- critical infrastructure, specifically designated as such under Spanish Law 8/2011, physical and virtual, and the key land and property used. This list of critical infrastructure is secret (it includes

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[19] For the DFI regime purposes, and according to Article 7(2) of Law 15/2007, of 3 July, on the Defence of Competition, control shall result from contracts, rights or any other means which, having regard to the circumstances in fact and in law, confer the possibility of exercising decisive influence on an undertaking and, in particular, by:

1. rights of ownership or use of all or part of the assets of an undertaking; and
2. contracts, rights or any other means that allow a decisive influence on the composition, deliberations or decisions of the organs of the company.

energy, infrastructure, transport, water, health, communications, media, data, processing or storage, aerospace, defense, electoral or financial infrastructure and sensitive facilities);

- critical technologies and dual-use technologies, key technologies for industrial leadership and industrial training, technologies developed under programmes or projects considered of particular interest to Spain, including telecommunications, artificial intelligence, robotics, semiconductors, cyber security, aerospace, technologies, defense, energy storage, quantum and nuclear technologies, as well as nanotechnologies and biotechnologies and advanced materials and advanced manufacturing services (including telecommunications);

- supply of critical inputs, in particular energy, raw materials, food safe and connectivity services;

- sectors with access to sensitive information, in particular personal data, or those with the capacity to control such information; this is a very broad category: suppliers, insurance companies, banks, call-centers, etc. all have access to personal data; and

- the media (notwithstanding that the audio-visual communication services will be governed by Law 13/2022, dated 9 May, on Spanish General Audio-visual Communication).

The Spanish Government may extend this regime to other sectors if it considers that they may affect public security, public order or public health. On the contrary, the Spanish Government may exempt investments made in these sectors if, pursuant to a principle of proportionality, they are not deemed relevant enough to affect public order, public security or public health.

(ii) Due to the nature of the investor (irrespective of the target company's sector or activities):

- Foreign investors controlled directly or indirectly by a 'third country' government (including public bodies, sovereign wealth funds -except if operating at arm's length on a purely financial profitability criteria- or the armed forces), even if control is achieved through substantial funding.

- Foreign investors who have invested or participated in activities in sectors affecting security, public order and public health in another member state and especially the sectors listed above.

- Foreign sanctioned for serious administrative or criminal offenses in another member state, its state of origin or a foreign state in the last three years.

Please note that (i) and (ii) above have been developed by RD 571/2023. For this, RD 571/2023 clarifies such sectors.

When a DFI meets any of the requirements described above (unless it is exempted, either for not reaching certain technical thresholds as regards the energy sector, or for the Spanish company being invested in does not exceed a turnover of €5 million in the last closed accounting year – except for investments in certain strategic sectors such as telecommunications or mining or the technologies of the target company have been developed under programmes and projects of particular interest to Spain), it may require prior authorization by the Spanish Council of Ministers, except for transactions the value of which does not exceed €5 million, in which case a simplified procedure applies and the competent authority to decide is the General Directorate for International Trade and Investment (*Dirección General de Comercio Internacional e Inversiones*) within the Spanish Ministry of Economy, Trade and Business (*Ministerio de Economía, Comercio y Empresa*). In both cases the statutory review period is of three months, with lack of express resolution meaning that the request is denied. Please note that, *inter alia*, every request for information and/or documentation before the parties, public administrations or, in case relevant in the EU, DFI cooperation mechanisms, such three-month period to resolve will be suspended. The performing of a DFI without the authorization, or in non-compliance with the terms thereof, or after such authorization has expired (unless otherwise expressly stated, the authorization is valid for six months, subject to possible extension) will mean that such DFI is invalid and therefore null and void (until it is regularized[20], i.e., the approval is granted) and is an administrative law infringement which may be sanctioned with a monetary fine of to the value of the investment allocated to Spain.

Finally, in case of doubts and/or clarifications, RD 571/2023 has regulated a voluntary binding and confidential consultation before the General Directorate for International Trade and Investment (*Dirección General de*

[20] Until the regularisation is performed, the investor cannot exercise its economic and political rights.

Comercio Internacional e Inversiones) of the Spanish Ministry of Economy, Trade and Business (*Ministerio de Economía, Comercio y Empresa*). The relevant authority has a period of thirty business days[21] to reply to the consultation. After this period without express resolution, the interested party may submit a formal application for authorization of the investment transaction. For this, it must be taken into account that, if a voluntary consultation is submitted, a request for authorization cannot be submitted until the consultation is resolved.

Additional regulations apply to investments in, among others, some specific industries, including air transportation, manufacturing and sale of weapons and explosives for civil use and national defense, radio, television, gambling, energy, etc. Other than the need for prior approval by the Spanish Council of Ministers (*Consejo de Ministros*) of foreign investments in companies related to national defense or police/civil weapons, ammunition and explosives, these restrictions do not apply to investments made by EU residents. In national defense, the approval requirement is only triggered if the acquisition exceeds 5% of the share capital of the Spanish target company or if the investment would allow the investor to be part of, directly or indirectly, the board of directors or management bodies of the Spanish target company, acquisitions ranging from 5% to 10% being also exempted if the investor provides a notarized commitment to (1) not participate in the board of directors or management bodies, and (2) to not use or transfer its voting rights to third parties.

Other than the above restrictions, foreign investors may freely invest in shares of Spanish companies as well as transfer invested capital, capital gains and dividends out of Spain without limitation (subject to applicable taxes and exchange controls). Foreign investors who are not resident in a non-cooperative jurisdiction may be required to file a notification with the Spanish Registry of Investments maintained by the General Directorate for International Trade and Investment following an investment or divestiture, if any, solely for statistical, economic and administrative purposes. Where the investment or divestiture is made in shares of Spanish companies listed on any of the Spanish Stock Exchanges, the duty to provide notice of a foreign investment or divestiture lies with the relevant entity with whom the shares (in book entry form) have been deposited or which has acted as an intermediary in connection with the investment or divestiture.

If the foreign investor is a resident of a non-cooperative jurisdiction, notice must be provided to the Registry of Investments prior to making the investment, as well as after consummating the transaction. However, such prior notification is not necessary in the following cases:

(i) investments in listed securities, whether or not trading on an official secondary market;

(ii) investments in participations in investment funds registered with the CNMV; and

(iii) foreign shareholdings that do not exceed 50% of the capital of the Spanish company in which the investment is made.

Exchange control regulations

Pursuant to Royal Decree 1816/1991, of 20 December, relating to economic transactions with non-residents as amended by Royal Decree 1360/2011 of 7 October, and EC Directive 88/361/EEC, charges, payments or transfers between non-residents and residents of Spain must be made through payment services providers, through bank accounts opened abroad with a foreign bank or through a foreign branch of a registered entity, in cash or by check payable to its bearer.

[21] Such deadline starts from the day in which the consultation is submitted by electronic means. Please note that such thirty business days deadline may be suspended if the public administration requires additional information.

CONDITIONS OF THE PREFERRED SECURITIES

The following is the text of the Conditions of the Preferred Securities (save for the paragraphs in italics which are for disclosure purposes only).

The Preferred Securities (as defined below) are issued by CaixaBank, S.A. by virtue of the resolutions passed by (a) the general meeting of shareholders of the Bank, held on 22 March 2024 and (b) the meeting of the Board of Directors (*Consejo de Administración*) of the Bank, held on 29 July 2025 and in accordance with the First Additional Provision of Law 10/2014 (as defined below) and the CRR (as defined below).

The Preferred Securities will be issued following the registration with the Mercantile Registry of Valencia of a public deed relating to the issuance of the Preferred Securities before the Closing Date (as defined below).

The Preferred Securities do not grant Holders (as defined below) preferential subscription rights in respect of any possible future issues of shares, preferred securities or any other securities to be carried out by the Bank or any of its Subsidiaries (as defined below).

1. **Definitions**

1.1 For the purposes of the Preferred Securities, the following expressions shall have the following meanings:

"**5-year Mid-Swap Rate**" means, in relation to a Reset Date and the Reset Period commencing on that Reset Date:

(a) the rate for the Reset Date of the annual swap rate for euro swap transactions with a maturity of five years, expressed as a percentage, which appears on the relevant Screen Page under the heading "EURIBOR BASIS – EUR" and above the caption "11AM FRANKFURT" as of 11.00 a.m. (CET) on the Reset Determination Date; or

(b) if such rate does not appear on the relevant Screen Page at such time on such Reset Determination Date, the Reset Reference Bank Rate for such Reset Period,

unless a Benchmark Event has occurred, in which case the 5-year Mid-Swap Rate shall be determined pursuant to Condition 4.9;

"**5-year Mid-Swap Rate Quotations**" means the arithmetic mean of the bid and offered rates for the annual fixed leg (calculated on a 30/360 day count basis) of a fixed-for-floating euro interest rate swap transaction which:

(a) has a term of five years commencing on the relevant Reset Date; and

(b) is in a Representative Amount,

where the floating leg (calculated on an Actual/360 day count basis) is equivalent to 6-month EURIBOR or, if not available, such other benchmark rate and/or day count fraction as is in customary market usage in the markets for such euro interest rate swap transactions at the relevant time;

"**Accounting Currency**" means euro or such other primary currency used in the presentation of the Bank and/or Group's accounts from time to time;

"**Accrual Date**" has the meaning given to such term in Condition 4.1;

"**Additional Ordinary Shares**" has the meaning given in Condition 6.4;

"**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 contractually subordinated obligation of the Bank constituting an additional tier 1 instrument (*instrumento de capital de nivel 1 adicional*) in accordance with the Applicable Banking Regulations and as referred to under Additional Provision 14.3.3º of Law 11/2015;

“**Adjustment Spread**” means either a spread or quantum (which may be positive or negative), or the 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, quantum, formula or methodology which:

(a) in the case of a Successor Rate, is formally recommended in relation to the replacement of the Original 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 Bank determines, following consultation with the Independent Financial Adviser and acting in good faith and in a commercially reasonable manner, is customarily applied to the relevant Successor Rate or the Alternative Rate (as the case may be) in international debt capital market transactions to produce an industry-accepted replacement rate for the Original Reference Rate; or

(c) (if the Bank determines that no such spread is customarily applied) the Bank determines, following consultation with the Independent Financial Adviser and acting in good faith and in a commercially reasonable manner, is recognised or acknowledged as being the industry standard for over-the counter derivative transactions which reference the Original Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Rate (as the case may be); or

(d) (if the Bank determines that no such industry standard is recognised or acknowledged) if no such spread, quantum, formula or methodology can be determined in accordance with (a) to (c) above, the Bank determines, in its discretion and following consultation with the Independent Financial Adviser and acting in good faith and in a commercially reasonable manner, is appropriate, to reduce or eliminate to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as the case may be) to the Holders as a result of the replacement of the Original Reference Rate with the Successor Rate or the Alternative Rate (as the case may be);

“**AIAF**” means the Spanish AIAF Fixed Income Securities Market (*AIAF Mercado de Renta Fija S.A.*);

“**Alignment Event**” means, at any time on or after the Closing Date, a change in, or amendment to, the Applicable Banking Regulations (including, for the avoidance of doubt, Applicable MREL Regulations), or any change in the application or interpretation thereof, that results in the requirements for an instrument to qualify as Additional Tier 1 Capital and/or to comply with MREL Requirements being different in any respect from the Conditions, provided that if an event or circumstance which would otherwise constitute an Alignment Event also constitutes a Capital Event or an Eligible Liabilities Event, it will be treated as a Capital Event or as an Eligible Liabilities Event (as applicable) and will not constitute an Alignment Event;

“**Alternative Rate**” means an alternative benchmark or screen rate which the Bank determines, following consultation with the Independent Financial Adviser and acting in good faith and in a commercially reasonable manner, is customary in market usage in the international debt capital markets for the purposes of determining floating rates of interest (or the relevant component part thereof) in euro;

“**Applicable Banking Regulations**” means at any time the laws, regulations, requirements, guidelines and policies relating to capital adequacy, resolution and/or solvency then applicable to the Bank and/or the Group including, without limitation to the generality of the foregoing, CRD IV, the BRRD, the SRM Regulation and those regulations, requirements, guidelines and policies of the Competent Authority relating to capital adequacy, resolution and/or solvency 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 Bank and/or the Group) (in all cases, as amended from time to time);

“**Applicable MREL Regulations**” means at any time the laws, regulations, requirements, guidelines and policies giving effect to the MREL including, without limitation to the generality of the foregoing, CRD IV, the BRRD and those laws, regulations and requirements, guidelines and policies of the Relevant Resolution Authority giving effect to the MREL, in each case to the extent then in effect in the Kingdom of Spain (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 Bank and/or the Group) (in all cases, as amended from time to time);

"**Bank**" means CaixaBank, S.A.;

"**Benchmark Amendments**" has the meaning given to such term in Condition 4.9(c);

"**Benchmark Event**" means:

(a) the Original Reference Rate ceasing to be published for a period of at least 5 Business Days or ceasing to exist; or

(b) a public statement by the administrator of the Original Reference Rate that it has ceased or will cease publishing the Original Reference Rate permanently or indefinitely or that it will cease to do so by a specified future date (the "**Specified Future Date**") (in circumstances where no successor administrator has been appointed that will continue publication of the Original Reference Rate); or

(c) a public statement by the supervisor of the administrator of the Original Reference Rate that the Original 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 the Original Reference Rate); or

(d) a public statement by the supervisor of the administrator of the Original Reference Rate that the Original 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; or

(e) a public statement by the supervisor of the administrator of the Original Reference Rate that, in the view of such supervisor, the Original Reference Rate is 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 become unlawful for the Bank or any other party to calculate any payments due to be made to any Holder using the Original Reference Rate (including, without limitation, under the Benchmarks Regulation (EU) 2016/1011, if applicable).

Notwithstanding the sub-paragraphs above, where the relevant Benchmark Event is a public statement within sub-paragraphs (b), (c) or (d) 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 occur until the date falling six months prior to such Specified Future Date;

"**BRRD**" means Directive 2014/59/EU, of 15 May 2014, establishing the framework for the recovery and resolution of credit institutions and investment firms, as amended or replaced from time to time, including by BRRD II, as implemented into Spanish law by Law 11/2015, as amended or replaced from time to time, and Royal Decree 1012/2015, as amended or replaced from time to time, and including any other relevant implementing regulatory provisions;

"**BRRD II**" means Directive (EU) 2019/879 of the European Parliament and of the Council of 20 May 2019 amending Directive 2014/59/EU as regards the loss-absorbing and recapitalisation capacity of credit institutions and investment firms and Directive 98/26/EC, as amended or replaced from time to time;

"**Business Day**" means a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in Barcelona, Madrid and London;

"**Capital Event**" means, at any time on or after the Closing Date, a change (or any pending change which the Competent Authority considers sufficiently certain) in the regulatory classification of the Preferred Securities that results (or would be likely to result) in:

(a) the exclusion of all or part of the outstanding aggregate Liquidation Preference of the Preferred Securities from the Bank's or the Group's Additional Tier 1 Capital; or

(b) the reclassification of all or part of the outstanding aggregate Liquidation Preference of the Preferred Securities as a lower quality form of own funds of the Bank or the Group in accordance with the Applicable Banking Regulations;

"**Certificate**" has the meaning given to such term in Condition 2;

"**Cash Dividend**" means any Dividend which is (a) to be paid or made in cash (in whatever currency), other than any such Dividend falling within paragraph (b) of the definition of "Spin-Off", or (b) to be treated as a Cash Dividend pursuant to paragraph (a) of the definition of "Dividend", and for the avoidance of doubt, a Dividend falling within paragraph (c) or (d) of the definition of "Dividend" shall be treated as being a Non-Cash Dividend;

"**CET**" means Central European Time;

"**CET1 Capital**" means common equity tier 1 capital (*capital de nivel 1 ordinario*) in accordance with Chapter 2 (Common Equity Tier 1 capital) of Title I (Elements of own funds) of Part Two (Own Funds and Eligible Liabilities) of the CRR and/or Applicable Banking Regulations at any time, including any applicable transitional, phasing-in or similar provisions;

"**CET1 ratio**" means with respect to the Bank or the Group, as the case may be, the ratio (expressed as a percentage) of the aggregate amount (in the Accounting Currency) of the CET1 Capital of the Bank or the Group, respectively, divided by the Risk-Weighted Assets Amount of the Bank or the Group, respectively, all as calculated by the Bank at any time in accordance with Applicable Banking Regulations and reported to the Competent Authority if and as applicable;

"**Chairperson**" has the meaning given to such term in Condition 13.3;

"**Clearstream Luxembourg**" has the meaning given to such term in Condition 2;

"**Closing Date**" means 25 September 2025;

"**Closing Price**" means, in respect of an Ordinary Share, Security or, as the case may be, a Spin-Off Security, warrant or other right or asset, on any dealing day, the closing price of an Ordinary Share, Security or, as the case may be, a Spin-Off Security, warrant or other right or asset on the Relevant Stock Exchange on such dealing day published by or derived from Bloomberg page HP (using the setting labelled "Last Price", or any successor thereto) for such Ordinary Share, Security or, as the case may be, Spin-Off Security, warrant or other right or asset in respect of the Relevant Stock Exchange and such dealing day (and for the avoidance of doubt, such Bloomberg page for the Ordinary Shares as at the Closing Date is CABK SM Equity HP), or, if the Closing Price cannot be determined as aforesaid, such other source (if any) as shall be determined in good faith to be appropriate by an Independent Financial Adviser on such dealing day, provided that if on any such dealing day such price is not available or cannot otherwise be determined as provided above, the Closing Price of an Ordinary Share, Security or, as the case may be, a Spin-Off Security, warrant or other right or asset, in respect of such dealing day shall be the Closing Price, determined as provided above, on the immediately preceding dealing day on which the same can be so determined or as an Independent Financial Adviser might otherwise determine in good faith to be appropriate;

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

"**Code**" has the meaning given to such term in Condition 14.2;

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

"**Conversion Calculation Agent**" has the meaning given in Condition 6.14;

"**Conversion Price**" means, in respect of the Trigger Event Notice Date, if the Ordinary Shares are:

(a) then admitted to trading on a Relevant Stock Exchange, the higher of:

(i) the Current Market Price of an Ordinary Share;

(ii) the Floor Price; and

(iii) the nominal value of an Ordinary Share (being €1.00 on the Closing Date),

in each case on the Trigger Event Notice Date; or

(b) not then admitted to trading on a Relevant Stock Exchange, the higher of subparagraph (ii) or (iii) of paragraph (a) above;

"**Conversion Settlement Date**" means the date on which the relevant Ordinary Shares are to be delivered on Trigger Conversion, which shall be as soon as practicable, without delay and in any event not later than one month following (or such other period as Applicable Banking Regulations or the Competent Authority may require) the occurrence of the Trigger Event;

"**Conversion Shares**" has the meaning given in Condition 6.2;

"**CRD IV**" means any or any combination of the CRD IV Directive, the CRR and any CRD IV Implementing Measures;

"**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, as amended or replaced from time to time, including by the CRD V Directive;

"**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 Bank (on a stand-alone basis) or the Group (on a consolidated basis), including, without limitation, Law 10/2014, as amended or replaced from time to time, Royal Decree 84/2015, as amended or replaced from time to time, and any other regulation, circular or guidelines implementing CRD IV;

"**CRD V Directive**" means Directive (EU) 2019/878 of the European Parliament and of the Council of 20 May 2019 amending Directive 2013/36/EU as regards exempted entities, financial holding companies, mixed financial holding companies, remuneration, supervisory measures and powers and capital conservation measures, as amended or replaced from time to time;

"**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, including by CRR II;

"**CRR II**" means Regulation (EU) 2019/876 of the European Parliament and of the Council of 20 May 2019 amending Regulation (EU) No 575/2013 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, reporting and disclosure requirements, and Regulation (EU) No 648/2012, as amended or replaced from time to time;

"**Current Market Price**" means, in respect of an Ordinary Share at a particular date, the average of the daily Volume Weighted Average Price of an Ordinary Share on each of the five consecutive dealing days ending on the dealing day immediately preceding such date (the "**Relevant Period**") provided that for the purposes of determining the Current Market Price pursuant to Condition 6.3(d) or (f) in circumstances where the relevant event relates to an issue of Ordinary Shares if at any time during the Relevant Period the Volume Weighted Average Price shall have been based on a price ex Dividend (or ex-any other entitlement) and during some other part of that period the Volume Weighted Average Price shall have been based on a price cum-Dividend (or cum-any other entitlement), then:

(a) if the Ordinary Shares to be issued and delivered do not rank for the Dividend (or entitlement) in question, the Volume Weighted Average Price on the dates on which the Ordinary Shares shall have been based on a price cum- such Dividend (or cum- such other entitlement) shall for the purposes of this definition be deemed to be the amount thereof reduced by an amount equal to the Fair Market Value of any such Dividend (or other entitlement) per Ordinary Share as at the Ex Date of such Dividend or entitlement; or

(b) if the Ordinary Shares to be issued and delivered do rank for the Dividend (or entitlement) in question, the Volume Weighted Average Price on the dates on which the Ordinary Shares shall have been based on a price ex- such Dividend (or ex- such other entitlement) shall for the purposes of this definition be deemed to be the amount thereof increased by an amount equal to the Fair Market Value of any such Dividend (or entitlement) per Ordinary Share as at the Ex Date of such Dividend (or entitlement),

provided further that:

(i) for the purposes of determining the Current Market Price pursuant to Condition 6.3(d) or (f) in circumstances where the relevant event relates to an issue of Ordinary Shares if on each of the dealing days in the Relevant Period the Volume Weighted Average Price shall have been based on a price cum-Dividend (or cum-any other entitlement) in respect of a Dividend (or other entitlement) which has been declared or announced but the Ordinary Shares to be issued and delivered do not rank for that Dividend (or other entitlement) the Volume Weighted Average Price on each of such dates shall for the purposes of this definition be deemed to be the amount thereof reduced by an amount equal to the Fair Market Value of any such Dividend or entitlement per Ordinary Share as at the date of first public announcement relating to such Dividend or entitlement;

(ii) if the Volume Weighted Average Price of an Ordinary Share is not available on one or more of the dealing days in the Relevant Period (disregarding for this purpose the proviso to the definition of Volume Weighted Average Price), then the average of such Volume Weighted Average Prices which are available in the Relevant Period shall be used (subject to a minimum of two such prices) and if only one, or no, such Volume Weighted Average Price is available in the Relevant Period, or if the Ordinary Shares are not admitted to trading on a Relevant Stock Exchange at any relevant time for these purposes, the Current Market Price shall be determined in good faith by an Independent Financial Adviser; and

(iii) for the purposes of any calculation or determination required to be made pursuant to paragraphs (a)(i) or (a)(ii) of the definition of "Dividend", if on each of the said five consecutive dealing days the Volume Weighted Average Price shall have been based on a price cum the relevant Dividend or capitalization giving rise to the requirement to make such calculation or determination, the Volume Weighted Average Price on each of such dates shall for the purposes of this definition be deemed to be the amount thereof reduced by an amount equal to the Fair Market Value of the relevant Dividend or capitalization;

"**dealing day**" means, in relation to Ordinary Shares, Securities, Spin-Off Securities, options, warrants or other rights or assets, as the context may require, a day on which the Relevant Stock Exchange in respect thereof is open for business and on such Ordinary Shares, Securities, Spin-Off Securities, options, warrants or other rights or assets (as the case may be) may be dealt in (other than a day on which such Relevant Stock Exchange is scheduled to or does close prior to its regular weekday closing time);

"**Delivery Notice**" means a notice to be provided by the relevant Holder in accordance with Condition 6.10 which contains the relevant account and related details for the delivery of any Ordinary Shares in connection with a conversion of the Preferred Securities;

According to the Iberclear procedures applicable as of the Closing Date, Delivery Notices will take the form of a Swift MT565 communication.

"**Distributable Items**" means, in respect of the payment of a Distribution at any time, those profits and reserves (if any) of the Bank that are available in accordance with Applicable Banking Regulations for the payment of that Distribution at such time;

As of the Closing Date, CRR defines "distributable items" as the amount of the profits at the end of the last financial year plus any profits brought forward and reserves available for that purpose, before distributions to holders of own funds instruments (excluding for avoidance of doubt any Tier 2 *instruments), less any losses brought forward, any profits which are non-distributable pursuant to European Union or national law or the institution's bylaws and any sums placed in non-distributable reserves in accordance with applicable national law or the statutes of the institution, in each case with respect to the specific category of own funds instruments to which European Union or national law, institution's by-laws or statutes relate; such profits, losses and reserves being determined on the basis of the individual accounts of the institution and not on the basis of the consolidated accounts.*

"**Distribution**" means the non-cumulative cash distribution in respect of the Preferred Securities and a Distribution Period determined in accordance with Condition 4;

"**Distribution Payment Date**" means each of 25 March, 25 June, 25 September and 25 December, in each year, with the first Distribution Payment Date falling on 25 December 2025;

"**Distribution Period**" means the period from and including one Distribution Payment Date (or, in the case of the first Distribution Period, the Closing Date) to but excluding the next (or first) Distribution Payment Date;

"**Distribution Rate**" means the rate at which the Preferred Securities accrue Distributions in accordance with Condition 4;

"**Dividend**" means any dividend or distribution to Shareholders in respect of the Ordinary Shares (including a Spin-Off) whether of cash, assets or other property (and for these purposes a distribution of assets includes without limitation an issue of Ordinary Shares or other Securities credited as fully or partly paid up by way of capitalization of profits or reserves), and however described and whether payable out of a share premium account, profits, retained earnings or any other capital or revenue reserve or account, and including a distribution or payment to Shareholders upon or in connection with a reduction of capital, provided that:

(a) where:

(i) (x) a Dividend in cash is announced which may (at the election of a Shareholder or Shareholders) be satisfied by the issue or delivery of Ordinary Shares or other property or assets, or (y) an issue of Ordinary Shares or other property or assets by way of a capitalization of profits or reserves is announced which is to be, or may at the election of a Shareholder or Shareholders be, satisfied by the payment of cash (including without limitation where Shareholders have the option to transfer, sell or renounce all or a portion of their entitlement to receive Ordinary Shares to the Bank for a payment of cash by the Bank pursuant to a purchase commitment assumed by the Bank), then the Dividend in question shall be treated as a Cash Dividend of an amount equal to the greater of:

(A) the Fair Market Value of such cash amount as at the Ex Date of such Dividend or capitalization; and

(B) the Current Market Price of such Ordinary Shares or, as the case may be, the Fair Market Value of such other property or assets, in each case as at the Ex Date of such Dividend or capitalization or, in any such case, if later, the date on which the number of Ordinary Shares (or amount of such other property or assets, as the case may be) which may be issued and delivered is determined; or

(ii) (x) there shall be any issue of Ordinary Shares or other property or assets by way of capitalization of profits or reserves (including any share premium account or capital redemption reserve) where such issue is or is expressed to be in lieu of a Dividend (whether or not a Cash Dividend equivalent or amount is announced) or (y) a Dividend is announced that is to be satisfied by the issue or delivery of Ordinary Shares or other property or assets or (z) any issue of Ordinary Shares or other property or assets by way of capitalization of profits or reserves (including any share premium account or capital redemption reserve) that is to be satisfied by the payment of cash, in each case other than in the circumstances the subject of sub-paragraph (i) above, the Dividend or capitalization in question shall be treated as a Cash Dividend of an amount equal to the

Current Market Price of such Ordinary Shares or, as the case may be, the Fair Market Value of such other property or assets, in each case as at the Ex Date of such Dividend or capitalization or, in any such case, if later, the date on which the number of Ordinary Shares (or amount of other property or assets) to be issued and delivered is determined;

(b) any issue of Ordinary Shares falling within Condition 6.3(a) or 6.3(b) shall be disregarded;

(c) (A) a purchase or redemption or buy-back of share capital of the Bank by or on behalf of the Bank in accordance with any general authority for such purchases or buy-backs approved by a general meeting of Shareholders and otherwise in accordance with the limitations prescribed under the Spanish Companies Law for dealings generally by a company in its own shares shall not constitute a Dividend and (B) any other purchase or redemption or buy-back of share capital of the Bank by or on behalf of the Bank or any member of the Group shall not constitute a Dividend unless, in the case of this sub-paragraph (B), the weighted average price per Ordinary Share (before expenses) on any one day (a "**Specified Share Day**") in respect of such purchases or redemptions or buy-backs (translated, if not in the Share Currency, into the Share Currency at the Prevailing Rate on such day) exceeds by more than 5 per cent. of the Current Market Price of an Ordinary Share on the Specified Share Day or, where an announcement (excluding, for the avoidance of doubt for these purposes, any general authority for such purchases, redemptions or buy-backs approved by a general meeting of Shareholders or any notice convening such a meeting of Shareholders) has been made of the intention to purchase, redeem or buy back Ordinary Shares at some future date at a specified price or where a tender offer is made, on the date of such announcement or the date of first public announcement of such tender offer (and regardless of whether or not a price per Ordinary Share, a minimum price per Ordinary Share or a price range or a formula for the determination thereof is or is not announced at such time), as the case may be, in which case such purchase, redemption or buy-back shall be deemed to constitute a Dividend in the Share Currency in an amount equal to the amount by which the aggregate price paid (before expenses) in respect of such Ordinary Shares purchased, redeemed or bought back by or on behalf of the Bank or, as the case may be, any member of the Group (translated where appropriate into the Share Currency as provided above) exceeds the product of:

   (i) 105 per cent. of the Current Market Price of an Ordinary Share determined as aforesaid; and

   (ii) the number of Ordinary Shares so purchased, redeemed or bought back;

(d) if the Bank or any member of the Group shall purchase, redeem or buy-back any depositary or other receipts or certificates representing Ordinary Shares, the provisions of paragraph (c) above shall be applied in respect thereof in such manner and with such modifications (if any) as shall be determined in good faith by an Independent Financial Adviser; and

(e) where a dividend or distribution is paid or made to Shareholders pursuant to any plan implemented by the Bank for the purpose of enabling Shareholders to elect, or which may require Shareholders, to receive dividends or distributions in respect of the Ordinary Shares held by them from a person other than (or in addition to) the Bank, such dividend or distribution shall for the purposes of these Conditions be treated as a dividend or distribution made or paid to Shareholders by the Bank, and the foregoing provisions of this definition, and the provisions of these Conditions, including references to the Bank paying or making a dividend, shall be construed accordingly;

"**Eligible Liabilities Event**" means, at any time on or after the Closing Date, a change in, or amendment in Spanish law or the Applicable Banking Regulations (including, for the avoidance of doubt, Applicable MREL Regulations) or of any change in the official application or interpretation thereof, which change or amendment was not foreseeable at the time of issuance of the Preferred Securities, that results in all or part of the outstanding aggregate Liquidation Preference of the Preferred Securities not fully qualifying to comply with MREL Requirements of the Bank and/or the Group, except where the non-qualification is due to the relevant Preferred Securities being bought back by or on behalf of the Bank.

"**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 Preferred Securities held by or for the benefit, or on behalf, of the Bank or any of its Subsidiaries;

"**Equity Share Capital**" means, in relation to any entity, its issued share capital excluding any part of that capital which, in respect of dividends and capital, does not carry any right to participate beyond a specific amount in a distribution;

"**EUR**", "**€**" and "**euro**" means the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty on the Functioning of the European Union, as amended or replaced from time to time;

"**EURIBOR**" means:

(a) the Euro zone interbank offered rate administered by the European Money Markets Institute (or any person which takes over administration of that rate) for the relevant period which appears on the relevant Screen Page as of 11.00 a.m. (CET) on the Reset Determination Date for the relevant Reset Date; or

(b) (if no such rate is available at the relevant time) the arithmetic mean of the rates at which deposits in euros are offered by four major banks in the Eurozone interbank market, as selected by the Bank, at such time on such Reset Determination Date to prime banks in the Eurozone interbank market for the relevant period commencing on such Reset Date in a Representative Amount, with the Bank to request the principal Eurozone office of each such major bank to provide a quotation of its rate;

"**Euroclear**" has the meaning given to such term in Condition 2;

"**Existing Shareholders**" has the meaning given in the definition of "Newco Scheme";

"**Extraordinary Resolution**" has the meaning given to such term in Condition 13;

"**Ex Date**" means, in relation to any Dividend, capitalization or other entitlement, unless otherwise defined herein, the first dealing day on which the Ordinary Shares are traded ex- the relevant Dividend, capitalization or other entitlement on the Relevant Stock Exchange;

"**Fair Market Value**" means, with respect to any property on any date:

(a) in the case of a Cash Dividend, the amount of such Cash Dividend;

(b) in the case of any other cash amount, the amount of such cash;

(c) in the case of Securities or Spin-Off Securities, options, warrants or other rights or assets that are publicly traded on a Relevant Stock Exchange of adequate liquidity (as determined by the Conversion Calculation Agent in good faith):

    (i) in the case of Securities or Spin-Off Securities (in each case to the extent constituting equity share capital), the average of the daily Volume Weighted Average Prices of such Securities or Spin-Off Securities; and

    (ii) in the case of Securities or Spin-Off Securities (in each case other than to the extent constituting equity share capital), options, warrants or other rights or assets, the arithmetic mean of the daily Closing Prices of such Securities, Spin-Off Securities, options, warrants or other rights or assets,

    in the case of both (i) and (ii) above during the period of five consecutive dealing days on the Relevant Stock Exchange commencing on such date (or, if later, the first such dealing day such Securities, Spin-Off Securities, options, warrants or other rights or assets are publicly traded on the Relevant Stock Exchange) or such shorter period as such Securities, Spin-Off Securities, options, warrants or other rights or assets are publicly traded on the Relevant Stock Exchange; and

(d) in the case of Securities, Spin-Off Securities, options, warrants or other rights or assets that are not publicly traded on a Relevant Stock Exchange of adequate liquidity (as aforesaid), the fair market value of such Securities, Spin-Off Securities, options, warrants or other rights or assets as shall be determined by an Independent Financial Adviser in good faith, on the basis of a commonly accepted market valuation method and taking into account such factors as it considers appropriate, including the market price per Ordinary Share, the dividend yield of an Ordinary Share, the volatility of such market price, prevailing interest rates and the terms of such Securities, Spin-Off Securities, options, warrants or other rights, including as to the expiry date and exercise price (if any) thereof.

Such amounts shall, in the case of (a) above, be translated into the Share Currency (if such Cash Dividend is declared or paid or payable in a currency other than the Share Currency) at the rate of exchange used to determine the amount payable to Shareholders who were paid or are to be paid or are entitled to be paid the Cash Dividend in the Share Currency; and in any other case, shall be translated into the Share Currency (if expressed in a currency other than the Share Currency) at the Prevailing Rate on that date. In addition, in the case of (a) and (b) above, the Fair Market Value shall be determined on a gross basis and disregarding any withholding or deduction required to be made for or on account of tax, and disregarding any associated tax credit;

"**FATCA**" has the meaning given to such term in Condition 14.2;

"**First Reset Date**" means 25 September 2035;

"**Floor Price**" means €5.845 per Ordinary Share, subject to adjustment in accordance with Condition 6.3;

"**FROB**" means the Spanish executive resolution authority;

"**FTT**" means financial transaction tax;

"**Further Preferred Securities**" means any substantively similar instrument ranking by law or by its terms, to the extent permitted by law, *pari passu* with the Preferred Securities that is contingently convertible into Ordinary Shares other than at the option of the holders thereof;

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

"**Holders**" means the holders of the Preferred Securities in the terms provided in Condition 2;

"**Iberclear**" means the Spanish central securities depository (*Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores, S.A., Sociedad Unipersonal*), which manages the Spanish clearing and settlement system;

"**Iberclear Members**" means the respective participating entities (*entidades participantes*) in Iberclear;

"**Independent Financial Adviser**" means an independent financial firm or financial adviser with appropriate expertise or financial institution of international repute, which may include without limitation the Conversion Calculation Agent, appointed by the Bank at its own expense;

"**Initial Margin**" means 3.348 per cent. per annum;

"**Insolvency Law**" means the consolidated text of the 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;

"**Law 10/2014**" means Law 10/2014, of 26 June, on regulation, 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;

"**Liquidation Distribution**" means the Liquidation Preference per Preferred Security plus, if applicable, where not cancelled pursuant to, or otherwise subject to the limitations on payment set out in Condition 4, an amount equal to accrued and unpaid Distributions for the then current Distribution Period to (but excluding) the date of payment of the Liquidation Distribution;

"**Liquidation Preference**" means €200,000 per Preferred Security;

"**Loss Absorbing Power**" has the meaning given to it in Condition 8;

"**Maximum Distributable Amount**" means, at any time, the lower of any maximum distributable amount relating to the Bank or the Group required to be calculated, if applicable, at such time in accordance with: (a) Article 48 of Law 10/2014 and any provision developing such Article, and any other provision of Spanish law transposing or implementing Article 141 of the CRD IV Directive and/or (b) Applicable Banking Regulations;

"**MREL**" means the "minimum requirement for own funds and eligible liabilities" for credit institutions under the BRRD, set in accordance with Article 45 *et seq.* of the BRRD (as transposed in the Kingdom of Spain), the CRR, 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 (as amended), or any successor requirement under European Union legislation and relevant implementing legislation and regulation in the Kingdom of Spain;

"**MREL-Maximum Distributable Amount Provision**" means, at any time, the maximum distributable amount relating to the Group required to be calculated, if applicable, at such time in accordance with: (a) Article 16 bis of Law 11/2015 and any provision developing such Article, and any other provision of Spanish law transposing or implementing Article 16a of BRRD; (b) Article 10a of the SRM Regulation and/or (c) Applicable Banking Regulations;

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

"**Newco Scheme**" means a scheme of arrangement or an analogous proceeding ("**Scheme of Arrangement**") which effects the interposition of a limited liability company ("**Newco**") between the Shareholders of the Bank immediately prior to the Scheme of Arrangement (the "**Existing Shareholders**") and the Bank, provided that:

(a) only ordinary shares of Newco or depositary or other receipts or certificates representing ordinary shares of Newco are issued to Existing Shareholders;

(b) immediately after completion of the Scheme of Arrangement, the only shareholders of Newco or, as the case may be, the only holders of depositary or other receipts or certificates representing ordinary shares of Newco are Existing Shareholders, and the Voting Rights in respect of Newco are held by Existing Shareholders in the same proportion as their respective holdings of such Voting Rights immediately prior to the Scheme of Arrangement;

(c) immediately after completion of the Scheme of Arrangement, Newco is (or one or more wholly-owned Subsidiaries of Newco are) the only ordinary shareholder (or shareholders) of the Bank;

(d) all Subsidiaries of the Bank immediately prior to the Scheme of Arrangement (other than Newco, if Newco is then a Subsidiary) are Subsidiaries of the Bank (or of Newco) immediately after completion of the Scheme of Arrangement; and

(e) immediately after completion of the Scheme of Arrangement, the Bank (or Newco) holds, directly or indirectly, the same percentage of the ordinary share capital and equity share capital of those Subsidiaries as was held by the Bank immediately prior to the Scheme of Arrangement;

"**Non-Cash Dividend**" means any Dividend which is not a Cash Dividend, and shall include a Spin Off;

"**Notice Cut-off Date**" has the meaning given to such term in Condition 6.10;

"**Ordinary Shares**" means ordinary shares in the capital of the Bank, each of which confers on the holder one vote at general meetings of Shareholders of the Bank and is credited as fully paid up;

"**Original Reference Rate**" means:

(a) the originally-specified benchmark (including the 5-year Mid-Swap Rate and EURIBOR) or screen rate (as applicable) used to determine the Distribution Rate (or any component part thereof) on the Preferred Securities; or

(b) any Successor Rate or Alternative Rate which has been determined in relation to such benchmark or screen rate (as applicable) pursuant to the operation of Condition 4.9(a);

"**outstanding**" means, in relation to the Preferred Securities, all the Preferred Securities issued other than those Preferred Securities:

(a) that have been redeemed pursuant to Condition 7 or otherwise pursuant to the Conditions;

(b) that have been or are in the process of being converted into Ordinary Shares following a Trigger Event under Condition 6;

(c) that have been purchased and cancelled under Condition 10; and

(d) that have become void under Condition 16,

provided that for each of the following purposes, namely:

(a) the right to attend and vote at any meeting of Holders; and

(b) the determination of how many and which Preferred Securities are for the time being outstanding for the purposes of Condition 13,

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

"**Preferred Securities**" means the €500,000,000 Perpetual Non-Cumulative Contingent Convertible Additional Tier 1 Preferred Securities issued by the Bank on the Closing Date;

"**Prevailing Rate**" means, in respect of any currencies on any day, the mid-spot rate of exchange between the relevant currencies prevailing as at 12 noon (CET) on that date as appearing on or derived from the Reference Page or, if such a rate cannot be determined at such time, the mid-spot rate prevailing as at 12 noon (CET) on the immediately preceding day on which such rate can be so determined or, if such rate cannot be so determined by reference to the Reference Page, the mid-spot rate of exchange determined in such other manner as an Independent Financial Adviser in good faith shall prescribe;

"**Proceedings**" has the meaning given to such term in Condition 17;

"**Qualifying Preferred Securities**" means preferred securities issued directly or indirectly by the Bank where such securities have terms not otherwise materially less favourable to investors than the terms of the Preferred Securities *provided that* the Bank shall have delivered a certificate to that effect signed by two authorised signatories of the Bank to the Holders in accordance with Condition 15 not less than five Business Days prior to (x) in the case of a substitution of the Preferred Securities, the issue date of the relevant securities or (y) in the case of a variation of the Preferred Securities, the date such variation becomes effective, and such securities shall also:

(i) carry the same (or higher) Distribution Rates and the same Distribution Payment Dates as those from time to time applying to the Preferred Securities;

(ii) have the same currency, denomination and aggregate outstanding Liquidation Preference as the Preferred Securities prior to the relevant substitution or variation;

(iii) have the same redemption rights as the Preferred Securities provided that, if and only to the extent required in order for the Preferred Securities to qualify, or to continue to qualify, as Additional Tier 1 Capital of either the Bank and/or the Group pursuant to the Applicable

Banking Regulations, the optional redemption rights provided in Condition 7.2 may be disapplied or postponed;

(iv) preserve any existing rights under the Preferred Securities to any accrued Distribution which has not been paid in respect of the period from (and including) the Distribution Payment Date immediately preceding the date of substitution or variation;

(v) subject as set out in the proviso below, have at least the same ranking as the Preferred Securities as set out in Condition 3;

(vi) be assigned (or maintain) at least the same credit ratings solicited by the Bank as were assigned to the Preferred Securities immediately prior to such variation or substitution;

(vii) comply with the then current requirements of the Applicable Banking Regulations in relation to Additional Tier 1 Capital and with the then current MREL Requirements of the Bank and/or the Group; and

(viii) be listed and admitted to trading on AIAF or any other Recognised Stock Exchange as selected by the Bank, if the Preferred Securities were listed and admitted to trading immediately prior to such variation or substitution.

For the avoidance of doubt, any variation in the ranking of the Preferred Securities as set out in Condition 3 resulting from any such substitution or variation shall be deemed not to be materially less favourable to the interests of investors where the ranking of such Preferred Securities following such substitution or variation is at least the same ranking as is applicable to the Preferred Securities under Condition 3 on the issue date of the Preferred Securities;

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

"**Redemption Price**" means, per Preferred Security, the Liquidation Distribution upon the date fixed for redemption of the Preferred Securities;

"**Reference Banks**" means five leading swap dealers in the Eurozone interbank market as selected by the Bank;

"**Reference Date**" means, in relation to a Retroactive Adjustment, the date as of which the relevant Retroactive Adjustment takes effect or, in any such case, if that is not a dealing day, the next following dealing day;

"**Reference Page**" means Bloomberg page BFIX, or if such page is not available, the relevant page (as determined in good faith by an Independent Financial Adviser) on Reuters or such other information service provider that displays the relevant information;

"**Relevant Date**" has the meaning given to such term in Condition 14.2;

"**Relevant Nominating Body**" means, in respect of a benchmark or a 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 the administrator of the 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 the administrator of the 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 FROB, the Single Resolution Board, the Bank of Spain, the CNMV or any other entity with the authority to exercise any Loss Absorbing Power that performs the role of primary bank resolution authority;

"**Relevant Stock Exchange**" means (i) in the case of Ordinary Shares, the Spanish Stock Exchanges or if at the relevant time the Ordinary Shares are not at that time listed and admitted to trading on any of the Spanish Stock Exchanges, the principal stock exchange or securities market on which the Ordinary Shares are then listed, admitted to trading or quoted or accepted for dealing and (ii) in the case of Securities (other than Ordinary Shares), Spin-Off Securities, options, warrants or other rights or assets, the principal stock exchange or securities market on which such Securities, Spin-Off Securities, options, warrants or other rights or assets are then listed, admitted to trading or quoted or accepted for dealing;

"**Representative Amount**" means an amount that is representative for a single transaction in the relevant market at the relevant time with an acknowledged dealer of good credit in the swap market;

"**Reset Date**" means the First Reset Date and every fifth anniversary thereof;

"**Reset Determination Date**" means, in relation to each Reset Date, the second TARGET Business Day immediately preceding such Reset Date;

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

"**Reset Reference Bank Rate**" means, in relation to a Reset Date and the Reset Period commencing on that Reset Date, the percentage determined on the basis of the 5-year Mid-Swap Rate Quotations provided by the Reference Banks at approximately 11.00 a.m. (CET) on the Reset Determination Date for such Reset Date. The Bank will request the principal offices of each of the Reference Banks to provide a quotation of its rate. If three or more quotations are provided, the Reset Reference Bank Rate for such Reset Period will be the percentage reflecting the arithmetic mean of the quotations, eliminating the highest quotation (or, in the event of equality, one of the highest) and the lowest quotation (or, in the event of equality, one of the lowest). If only two quotations are provided, it will be the arithmetic mean of the quotations provided. If only one quotation is provided, it will be the quotation provided. If no quotations are provided, the Reset Reference Bank Rate for the Reset Period will be:

(a) in the case of each Reset Period other than the Reset Period commencing on the First Reset Date, the 5-year Mid-Swap Rate in respect of the immediately preceding Reset Period; or

(b) in the case of the Reset Period commencing on the First Reset Date, 2.355 per cent. per annum;

"**Retroactive Adjustment**" has the meaning given in Condition 6.4;

"**Risk-Weighted Assets Amount**" means at any time, with respect to the Bank or the Group, as the case may be, the aggregate amount (in the Accounting Currency) of the risk-weighted assets of the Bank or the Group, respectively, calculated in accordance with CRR and/or Applicable Banking Regulations at such time;

"**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 desarolla 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;

"Royal Decree 1065/2007" means 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 (*Real Decreto 1065/2007, de 27 de julio, por el que se aprueba el 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*), as amended or replaced from time to time;

"**Scheme of Arrangement**" has the meaning given in the definition of "Newco Scheme";

"**Screen Page**" means the display page on the relevant Reuters information service designated as:

(a) in the case of the 5-year Mid-Swap Rate, the "ICESWAP2" page; or

(b) in the case of EURIBOR, the "EURIBOR01" page,

or in each case such other page as may replace that page on that information service, or on such other equivalent information service as may be nominated by the person providing or sponsoring such information, for the purpose of displaying equivalent or comparable rates to the 5-year Mid-Swap Rate or EURIBOR, as applicable;

"**Securities**" means any securities including, without limitation, shares in the capital of the Bank, or options, warrants or other rights to subscribe for or purchase or acquire shares in the capital of the Bank;

"**Settlement Shares Depository**" means any reputable independent financial institution, trust company or similar entity to be appointed by the Bank, on or prior to any date when a function ascribed to the Settlement Shares Depository in these Conditions is required to be performed, to perform such functions and who will hold Ordinary Shares in Iberclear or any Iberclear Members in a designated custody account for the benefit of the Holders and otherwise on terms consistent with these Conditions;

"**Share Currency**" means euro or such other currency in which the Ordinary Shares are quoted or dealt in on the Relevant Stock Exchange at the relevant time or for the purposes of the relevant calculation or determination;

"**Shareholders**" means the holders of Ordinary Shares;

"**Spanish Central Registry**" has the meaning given in Condition 2;

"**Spanish Companies Law**" means the consolidated text of the Spanish Companies Law approved by Royal Legislative Decree 1/2010, of 2 July (*Real Decreto Legislativo 1/2010, de 2 de julio, por el que se aprueba el texto refundido de la Ley de Sociedades de Capital*), as amended or replaced from time to time;

"**Spanish Stock Exchanges**" means the Madrid, Barcelona, Bilbao and Valencia stock exchanges and the Automated Quotation System – Continuous Market *(Sistema de Interconexión Bursátil– Mercado Continuo (SIB))* (AQS);

"**Specified Date**" has the meanings given in Conditions 6.3(d), 6.3(f), 6.3(g) and 6.3(h), as applicable;

"**Spin-Off**" means:

(a) a distribution of Spin-Off Securities by the Bank to the Shareholders as a class; or

(b) any issue, transfer or delivery of any property or assets (including cash or shares or other securities of or in or issued or allotted by any entity) by any entity (other than the Bank) to Shareholders as a class or, in the case of or in connection with a Newco Scheme, Existing Shareholders as a class (but excluding the issue and allotment of ordinary shares (or depositary or other receipts or certificates representing such ordinary shares) by Newco to Existing Shareholders as a class), pursuant in each case to any arrangements with the Bank or any member of the Group;

"**Spin-Off Securities**" means equity share capital of an entity other than the Bank or options, warrants or other rights to subscribe for or purchase equity share capital of an entity other than the Bank;

"**SRM Regulation**" means Regulation (EU) No 806/2014 of the European Parliament and the Council of 15 July 2014 establishing uniform rules and a uniform procedure for the resolution of credit institutions and certain investment firms in the framework of the Single Resolution Mechanism and the Single Resolution Fund and amending Regulation (EU) No 1093/2010, as amended or replaced from time to time, including by the SRM Regulation II;

"**SRM Regulation II**" means Regulation (EU) 2019/877 of the European Parliament and of the Council of 20 May 2019 amending Regulation (EU) No 806/2014 as regards the loss-absorbing and recapitalisation capacity of credit institutions and investment firms, as amended or replaced from time to time;

"**SSM Regulation**" means Council Regulation (EU) No. 1024/2013 of 15 October 2013 conferring specific tasks on the European Central Bank concerning policies relating to the prudential supervision of credit institutions, as amended or replaced from time to time;

"**Subsidiary**" means any entity over which the Bank has, directly or indirectly, control in accordance with Article 42 of the Spanish Commercial Code (*Código de Comercio*) and Applicable Banking Regulations;

"**Successor Rate**" means a successor to or replacement of the Original Reference Rate which is formally recommended by any Relevant Nominating Body;

"**TARGET Business Day**" means any day on which the real time gross settlement system operated by the Eurosystem ("**T2**"), or any successor or replacement for that system, is open;

"**Tax Event**" means, at any time on or after the Closing Date, 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 application of such laws or regulations that results in:

(a) the Bank not being entitled to claim a deduction in computing taxation liabilities in the Kingdom of Spain in respect of any Distribution to be made on the next Distribution Payment Date or the value of such deduction to the Bank being materially reduced; or

(b) the Bank being obliged to pay additional amounts in accordance with the Conditions; or

(c) the applicable tax treatment of the Preferred Securities otherwise changing in a material way,

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

"**Trigger Conversion**" has the meaning given in Condition 6.1;

"**Trigger Event**" means if, at any time, as determined by the Bank or the Competent Authority (or any other agent appointed for such purpose by the Competent Authority), the CET1 ratio is less than 5.125 per cent.;

"**Trigger Event Notice**" has the meaning given in Condition 6.1;

"**Trigger Event Notice Date**" means the date on which a Trigger Event Notice is given in accordance with Condition 6.1;

"**Volume Weighted Average Price**" means, in respect of an Ordinary Share, Security or, as the case may be, a Spin-Off Security on any dealing day, the order book volume-weighted average price of an Ordinary Share, Security or, as the case may be, a Spin-Off Security on the Relevant Stock Exchange on such dealing day published by or derived from Bloomberg page HP (using the setting labelled "Weighted Average Line" or any successor thereto) for such Ordinary Share, Security or, as the case may be, Spin-Off Security in respect of the Relevant Stock Exchange and such dealing day (and for the avoidance of doubt, such Bloomberg page for the Ordinary Shares as at the Closing Date is CABK SM Equity HP), or, if the Volume Weighted Average Price cannot be determined as aforesaid, such other source (if any) as shall be determined in good faith to be appropriate by an Independent Financial Adviser on such dealing day, provided that if on any such dealing day such price is not available or cannot otherwise be determined as provided above, the Volume Weighted Average Price of an Ordinary Share, Security or a Spin-Off Security, as the case may be, in respect of such dealing day shall be the Volume Weighted Average Price, determined as provided above, on the immediately preceding dealing day on which the same can be so determined or as an Independent Financial Adviser might otherwise determine in good faith to be appropriate;

As of the Closing Date, the price of the Ordinary Shares, which are listed and admitted to trading on the Relevant Stock Exchange, is published on such Bloomberg page as aforesaid on each dealing day.

"**Voting Right**" means the right generally to vote at a general meeting of Shareholders of the Bank (irrespective of whether or not, at the time, stock of any other class or classes shall have, or might have, voting power by reason of the occurrence of any contingency); 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 Preferred Security.

1.2 References to any act or statute or any provision of any act or statute shall be deemed also to refer to any statutory modification or re-enactment thereof or any statutory instrument, order or regulation made thereunder or in accordance therewith or under or in accordance with such modification or re-enactment.

1.3 References to any issue or offer or grant to Shareholders or Existing Shareholders "as a class" or "by way of rights" shall be taken to be references to an issue or offer or grant to all or substantially all Shareholders or Existing Shareholders, as the case may be, other than Shareholders or Existing Shareholders, as the case may be, to whom, by reason of the laws of any territory or requirements of any recognised regulatory body or any other stock exchange or securities market in any territory or in connection with fractional entitlements, it is determined not to make such issue or offer or grant.

1.4 In making any calculation or determination of Current Market Price or Volume Weighted Average Price, such adjustments (if any) shall be made as the Conversion Calculation Agent or an Independent Financial Adviser determines in good faith appropriate to reflect any consolidation or subdivision of the Ordinary Shares or any issue of Ordinary Shares by way of capitalization of profits or reserves, or any like or similar event.

1.5 References to the "issue" of Ordinary Shares or Ordinary Shares being "issued" shall, if not otherwise expressly specified in these Conditions, include the transfer and/or delivery of Ordinary Shares, whether newly issued and allotted or previously existing or held by or on behalf of the Bank or any member of the Group; and

1.6 For the purposes of Condition 6.3 only, Ordinary Shares held by or on behalf of the Bank or any member of the Group (and which, in the case of Conditions 6.3(d) and 6.3(f), do not rank for the relevant right or other entitlement) shall not be considered as or treated as in issue or issued or entitled to receive any Dividend, right or other entitlement.

2. Form, Denomination and Title

The Preferred Securities have been issued in uncertificated, dematerialised book-entry form (*anotaciones en cuenta*) in euro in an aggregate nominal amount of €500,000,000 and denominations of €200,000.

The Preferred Securities have been registered with Iberclear as managing entity of the central registry of the Spanish clearance and settlement system (the "**Spanish Central Registry**"). Holders of a beneficial interest in the Preferred Securities who do not have, directly or indirectly through their custodians, a participating account with Iberclear may participate in the Preferred Securities through bridge accounts maintained by each of Euroclear Bank SA/NV ("**Euroclear**") and Clearstream Banking, S.A. ("**Clearstream Luxembourg**") with Iberclear.

Iberclear manages the settlement and clearing of the Preferred Securities, notwithstanding the Bank's commitment to assist, when appropriate, on the clearing and settlement of the Preferred Securities through Euroclear and Clearstream Luxembourg.

The Spanish National Numbering Agency (*Agencia Nacional de Codificación de Valores Mobiliarios*) has assigned the following International Securities Identification Number (ISIN) to identify the Preferred Securities: ES0840609079. The Common Code for this issue is 318317470.

Title to the Preferred Securities is evidenced by book entries, and each person shown in the Spanish Central Registry managed by Iberclear and in the registries maintained by the Iberclear Members as having an interest in the Preferred Securities shall be (except as otherwise required by Spanish law) considered the holder of the principal amount of the Preferred Securities recorded therein. In these Conditions, the "**Holder**" means the person in whose name such Preferred Securities is for the time being registered in the Spanish Central Registry managed by Iberclear or, as the case may be, the relevant Iberclear Member accounting book (or, in the case of a joint holding, the first named thereof) and Holders shall be construed accordingly.

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

The Preferred Securities are issued without any restrictions on their transferability. Consequently, the Preferred Securities may be transferred and title to the Preferred Securities 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 Member) upon registration in the relevant registry of each Iberclear Member 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 Preferred Securities 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.

3. **Status of the Preferred Securities**

Unless previously converted into Ordinary Shares pursuant to Condition 6, the payment obligations of the Bank under the Preferred Securities constitute direct, unconditional, unsecured and subordinated obligations (*créditos subordinados*) of the Bank in accordance with Article 281.1.2º of the Insolvency Law and, in accordance with Additional Provision 14.3 of Law 11/2015 or any other Spanish law provisions which replace them from time to time, but subject to any other ranking that may apply as a result of any mandatory provision of law (or otherwise), upon the insolvency of the Bank, for so long as the obligations of the Bank under the Preferred Securities qualify as Additional Tier 1 Instruments of the Bank, rank:

(a) *pari passu* among themselves and with:

(i) any claims in respect of other contractually subordinated obligations (*créditos subordinados*) of the Bank in accordance with Article 281.1.2º of the Insolvency Law or any other Spanish law provisions which replace it from time to time, qualifying as Additional Tier 1 Instruments; and

(ii) any other subordinated obligations (*créditos subordinados*) of the Bank which by law and/or by their terms, to the extent permitted by Spanish law, rank *pari passu* with the Bank's obligations under the Preferred Securities;

(b) junior to:

(i) any claims in respect of unsubordinated obligations of the Bank;

(ii) any claims in respect of other contractually subordinated obligations (*créditos subordinados*) of the Bank in accordance with Article 281.1.2º of the Insolvency Law or any other Spanish law provisions which replace it from time to time, not qualifying as Additional Tier 1 Instruments; and

(iii) any other subordinated obligations (*créditos subordinados*) of the Bank which by law and/or by their terms, to the extent permitted by Spanish law, rank senior to the Bank's obligations under the Preferred Securities; and

(c) senior to:

(i) any claims for the liquidation amount of the Ordinary Shares; and

(ii) any other subordinated obligations (*créditos subordinados*) of the Bank which by law and/or by their terms, to the extent permitted by Spanish law, rank junior to the Bank's obligations under the Preferred Securities.

4. **Distributions**

4.1 The Preferred Securities accrue Distributions:

(a) in respect of the period from (and including) the Closing Date to (but excluding) the First Reset Date at the rate of 5.875 per cent. per annum; and

(b) in respect of each Reset Period, at the rate per annum equal to the aggregate of the Initial Margin and the 5-year Mid-Swap Rate (quoted on an annual basis) for such Reset Period, first calculated on an annual basis and then converted to a quarterly rate in accordance with market convention (rounded to four decimal places, with 0.00005 rounded down), all as determined by the Bank on the relevant Reset Determination Date.

Subject as provided in Conditions 4.3 and 4.4, such Distributions will be payable quarterly in arrear on each Distribution Payment Date.

If a Distribution is required to be paid in respect of a Preferred Security on any other date (other than as a result of the postponement of such payment as a result of the operation of Condition 4.2), it shall be calculated by the Bank by applying the Distribution Rate to the Liquidation Preference in respect of each Preferred Security, multiplying the product by (i) the actual number of days in the period from (and including) the date from which Distributions began to accrue (the "**Accrual Date**") to (but excluding) the date on which Distributions fall due divided by (ii) the actual number of days from (and including) the Accrual Date to (but excluding) the next following Distribution Payment Date multiplied by four, and rounding the resulting figure to the nearest cent (half a cent being rounded upwards).

4.2 Subject to any applicable fiscal or other laws and regulations, the payment of Distributions on the Preferred Securities will be made in euros by the Bank on the relevant Distribution Payment Date by transfer to an account capable of receiving euro payments, details of which appear in the records of Iberclear or, as the case may be, the relevant Iberclear Member at close of business on the day immediately preceding the date on which the payment of Distributions falls due. Holders must rely on the procedures of Iberclear or, as the case may be, the relevant Iberclear Member to receive payments under the relevant Preferred Securities. The Bank will have no responsibility or liability for the records relating to payments made in respect of the Preferred Securities.

If any date on which any payment is due to be made on the Preferred Securities would otherwise fall on a date which is not a TARGET Business Day, the payment will be postponed to the next TARGET Business Day and the Holder shall not be entitled to any interest or other payment in respect of any such delay.

4.3 The Bank may elect, in its sole and absolute discretion, to cancel the payment of any Distribution (including any additional amounts pursuant to Condition 14) in whole or in part at any time that it deems necessary or desirable and for any reason.

4.4 Without prejudice to the right of the Bank to cancel the payments of any Distribution under Condition 4.3 above:

(a) Payments of Distributions (including any additional amounts pursuant to Condition 14) in any financial year of the Bank shall be made only to the extent the Bank has sufficient Distributable Items. To the extent that the Bank has insufficient Distributable Items to make Distributions (including any additional amounts pursuant to Condition 14) on the Preferred Securities scheduled for payment in the then current financial year and any interest payments, distributions or other payments on own funds items that have been paid or made or are scheduled or required to be paid out of, or conditional to sufficient, Distributable Items in the then current financial year, in each case excluding any portion of such payments already accounted for in determining the Distributable Items of the Bank or which are not required to be made conditional upon Distributable Items, the Bank will only make partial or, as the case may be, no payment of the relevant Distribution (including any additional amounts pursuant to Condition 14) on the Preferred Securities.

(b) If the Competent Authority, in accordance with Article 68 of Law 10/2014 and/or Article 16 of the SSM Regulation and/or with Applicable Banking Regulations, requires the Bank to cancel a relevant Distribution (including any additional amounts pursuant to Condition 14) in whole or in part, the Bank will only make partial or, as the case may be, no payment of the relevant Distribution (including any additional amounts pursuant to Condition 14) on the Preferred Securities.

(c) The Bank may make partial or, as the case may be, no payment of the relevant Distribution (including any additional amounts pursuant to Condition 14) on the Preferred Securities (whether by way of a repayment of the Liquidation Preference, the payment of any Distribution or otherwise) if and to the extent that (i) payment of any Distribution (including any additional amounts pursuant to Condition 14) would cause, when aggregated together with other distributions of the kind referred to in Article 141(2) of the CRD IV Directive (or, as the case may be, any provision of Spanish law transposing or implementing CRD IV, which will include Article 48 of Law 10/2014 and any of its development provisions), the Maximum Distributable Amount to be exceeded; (ii) payment of any Distribution was prohibited, limited or suspended by the Relevant Resolution Authority in accordance with Article 10a of the SRM Regulation and/or Article 16a of BRRD (or, as the case may be, any provision of Spanish law transposing or implementing BRRD, which will include Article 16 bis of Law 11/2015 and any of its development provisions), due to such payment exceeding the MREL-Maximum Distributable Amount Provision; or (iii) otherwise would cause any other breach of any regulatory restriction or prohibition on payments on Additional Tier 1 Capital pursuant to Applicable Banking Regulations.

(d) If a Trigger Event occurs at any time on or after the Closing Date, the Bank will not make any further Distribution (including any additional amounts pursuant to Condition 14) on the Preferred Securities and any accrued and unpaid Distributions up to a Trigger Event (whether or not such distributions have become due for payment) shall be automatically cancelled in accordance with Condition 6.1(b).

4.5 Distributions on the Preferred Securities will be non-cumulative. Accordingly, if any Distribution (or part thereof) is not made in respect of the Preferred Securities as a result of any election of the Bank to cancel such Distribution pursuant to Condition 4.3 above or the limitations on payment set out in Condition 4.4 above and Condition 6.1(b) below then the right of the Holders to receive the relevant Distribution (or part thereof) in respect of the relevant Distribution Period will be extinguished and the Bank will have no obligation to pay such Distribution (or part thereof) accrued for such Distribution Period or to pay any interest thereon, whether or not Distributions on the Preferred Securities are paid in respect of any future Distribution Period.

4.6 No such election to cancel the payment of any Distribution (or part thereof) pursuant to Condition 4.3 above nor non-payment of any Distribution (or part thereof) as a result of the limitations on payment set out in Condition 4.4 above and Condition 6.1(b) below will constitute an event of default or the occurrence of any event related to the insolvency of the Bank or entitle Holders to take any action to cause the liquidation or winding-up of the Bank or in any way limit or restrict the Bank from making any distribution or equivalent payment in connection with any instrument ranking junior to the Preferred Securities (including, without limitation, any CET1 Capital of the Bank or the Group, respectively) or in respect of any other instrument ranking by law or by its terms, to the extent permitted by law, *pari passu* with the Preferred Securities. If the Bank does not pay a Distribution or part thereof on the relevant Distribution Payment Date, such non-payment shall evidence the cancellation of such Distribution (or relevant part thereof) or, as appropriate, the Bank's exercise of its discretion to cancel such Distribution (or relevant part thereof) and accordingly, such Distribution shall not in any such case be due and payable. Notwithstanding the previous sentence, the Bank will give notice to the Holders in accordance with Condition 15 of any election under Condition 4.3 and of any limitation set out in Condition 4.4 occurring or applying and for avoidance of doubt, failure to deliver such notice shall not affect the validity of the cancellation.

4.7 The Bank will at, or as soon as practicable after, the relevant time on each Reset Determination Date at which the Distribution Rate is to be determined, determine the Distribution Rate for the relevant Reset Period. The Bank will cause the Distribution Rate for each Reset Period to be notified to any stock exchange or other relevant authority on which the Preferred Securities are for the time being listed or by which they have been admitted to listing and notice thereof is to be published in accordance with Condition 15 as soon as possible after its determination but in no event later than the fourth Business Day thereafter.

4.8 All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 4 by the Bank, shall (in the absence of wilful default, bad faith or manifest error) be binding on all Holders.

4.9 If the Bank determines that a Benchmark Event has occurred when the Distribution Rate (or any component part thereof) remains to be determined by reference to the Original Reference Rate, then the

Bank shall use its reasonable endeavours to appoint an Independent Financial Adviser, as soon as reasonably practicable, with a view to the Bank and the Independent Financial Adviser (acting in good faith and in a commercially reasonable manner) determining, no later than three Business Days prior to the Reset Determination Date, a Successor Rate, failing which an Alternative Rate (in accordance with Condition 4.9(a)) and, in either case, an Adjustment Spread, if any (in accordance with Condition 4.9(b)) and any Benchmark Amendments (in accordance with Condition 4.9(c)).

(a) Successor Rate or Alternative Rate

If the Bank and the Independent Financial Adviser (acting in good faith and in a commercially reasonable manner):

(i) agree that there is a Successor Rate, then such Successor Rate shall (subject to adjustment as provided in Condition 4.9(b)) subsequently be used in place of the Original Reference Rate to determine the Distribution Rate (or the relevant component part thereof) for all future Distributions (subject to the operation of this Condition 4.9); or

(ii) agree that there is no Successor Rate but that there is an Alternative Rate, then such Alternative Rate shall (subject to adjustment as provided in Condition 4.9(b)) subsequently be used in place of the Original Reference Rate to determine the Distribution Rate (or the relevant component part thereof) for all future Distributions (subject to the operation of this Condition 4.9).

If this Condition 4.9 applies but, at the time the Distribution Rate (or any component part thereof) in respect of a Reset Period (the "**relevant Reset Period**") is to be determined (i) the Bank is unable to appoint an Independent Financial Adviser, or (ii) the Bank and the Independent Financial Adviser, acting in good faith and in a commercially reasonable manner, do not agree on the selection of a Successor Rate or an Alternative Rate prior to the relevant Reset Determination Date, or (iii) the last paragraph of this Condition 4.9 applies, then the Original Reference Rate for the Reset Period will be: (a) in the case of each Reset Period other than the Reset Period commencing on the First Reset Date, the Original Reference Rate in respect of the immediately preceding Reset Period; or (b) in the case of the Reset Period commencing on the First Reset Date, 2.355 per cent. per annum. For the avoidance of doubt, this paragraph shall apply to the relevant Reset Period only and any subsequent Reset Period shall be subject to the subsequent application of, and to adjustment as provided in, this Condition 4.9(a).

(b) Adjustment Spread

If the Bank and the Independent Financial Adviser agree (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).

(c) Benchmark Amendments

If any Successor Rate, Alternative Rate and/or Adjustment Spread is determined in accordance with this Condition 4.9 and the Bank and the Independent Financial Adviser agree: (i) that amendments to these Conditions are necessary to ensure the proper operation of such Successor Rate, Alternative Rate and/or Adjustment Spread (such amendments, the "**Benchmark Amendments**") and (ii) the terms of the Benchmark Amendments, then the Bank shall, subject to giving notice thereof in accordance with Condition 4.9(d), without any requirement for consent or approval of the Holders, vary these Conditions to give effect to such Benchmark Amendments with the date specified in such notice.

In connection with any such variation in accordance with this Condition 4.9(c), the Bank shall comply with the rules of any stock exchange on which the Preferred Securities are for the time being listed or admitted to trading.

(d) Notices, etc.

Any Successor Rate, Alternative Rate, Adjustment Spread and the specific terms of any Benchmark Amendments determined under this Condition 4.9 will be notified promptly by the Bank to the Holders in accordance with Condition 15. Such notice shall be irrevocable and shall specify the effective date of the Benchmark Amendments, if any, and will be binding on the Bank and the Holders.

(e) Survival of Original Reference Rate

Without prejudice to the obligations of the Bank under this Condition 4.9, the Original Reference Rate and the fallback provisions otherwise provided for in these Conditions will continue to apply unless and until a Benchmark Event has occurred.

Notwithstanding any other provision of this Condition 4.9, no Successor Rate, Alternative Rate, Adjustment Spread or Benchmark Amendments (as applicable) will be adopted, if and to the extent that, in the determination of the Bank, the same could reasonably be expected to prejudice the qualification of the Preferred Securities as Additional Tier 1 Capital of the Bank or the Group.

5. **Liquidation Distribution**

5.1 Subject as provided in Condition 5.2 below, in the event of any voluntary or involuntary liquidation or winding-up (*liquidación*) of the Bank, the Preferred Securities (unless previously converted into Ordinary Shares pursuant to Condition 6 below) will confer an entitlement to receive out of the assets of the Bank available for distribution to Holders, the Liquidation Distribution. Such entitlement will arise before any distribution of assets is made to holders of Ordinary Shares or any other instrument of the Bank ranking junior to the Preferred Securities.

5.2 If, before such liquidation or winding-up of the Bank described in Condition 5.1, a Trigger Event occurs but the relevant conversion of the Preferred Securities into Ordinary Shares pursuant to Condition 6 below is still to take place, the entitlement conferred by the Preferred Securities for the purposes of Condition 5.1, will be an entitlement to receive out of the relevant assets of the Bank a monetary amount equal to that which holders of such Preferred Securities would have received on any distribution of the assets of the Bank if such conversion had taken place immediately prior to such liquidation or winding-up.

5.3 After payment of the relevant entitlement in respect of a Preferred Security as described in Conditions 5.1 and 5.2, such Preferred Security will confer no further right or claim to any of the remaining assets of the Bank.

6. **Conversion**

6.1 If a Trigger Event occurs at any time on or after the Closing Date, then the Bank will:

(a) notify the Competent Authority and Holders thereof immediately in accordance with Condition 15 below (together, the "**Trigger Event Notice**");

(b) not make any further Distribution on the Preferred Securities, including any accrued and unpaid Distributions which shall be cancelled by the Bank in accordance with Condition 4.4(d) above; and

(c) irrevocably and mandatorily (and without any requirement for the consent or approval of Holders) convert all the Preferred Securities into Ordinary Shares (the "**Trigger Conversion**") to be delivered on the relevant Conversion Settlement Date.

The Bank shall also notify Holders of the expected Conversion Settlement Date and of the Conversion Price in accordance with Condition 15 not more than ten Business Days following the Trigger Event Notice Date. Notwithstanding the previous sentence, failure to provide such notifications shall not have any impact on the effectiveness of or otherwise affect the Trigger Conversion or give Holders any rights as a result of such failure.

Holders shall have no claim against the Bank in respect of (A) any Liquidation Preference of Preferred Securities converted into Ordinary Shares or (B) any accrued and unpaid Distributions cancelled or otherwise unpaid, in each case pursuant to any Trigger Conversion.

The Bank will (x) calculate the CET1 ratio based on information (whether or not published) available to management of the Bank, including information internally reported within the Bank pursuant to its procedures for ensuring effective on-going monitoring of the capital ratios of the Bank and/or Group and (y) calculate and publish the CET1 ratio on at least a quarterly basis.

6.2 Subject as provided in Condition 6.9, the number of Ordinary Shares to be issued on Trigger Conversion in respect of each Preferred Security to be converted (the "**Conversion Shares**") shall be determined by dividing the Liquidation Preference of such Preferred Security by the Conversion Price in effect on the Trigger Event Notice Date.

The obligation of the Bank to issue and deliver Conversion Shares on the Conversion Settlement Date shall be satisfied by the delivery of the Conversion Shares either directly to the Holders or, alternatively, to the Settlement Shares Depository on behalf of them, all in accordance with Condition 6.10. Receipt of the Conversion Shares by the Holders or the Settlement Shares Depository, as appropriate, shall discharge the Bank's obligations in respect of the Preferred Securities.

Holders shall have recourse to the Bank only for the issue and delivery of Conversion Shares pursuant to these Conditions. After the delivery of any Conversion Shares to the Settlement Shares Depository in accordance with Condition 6.10, the relevant Holders shall have recourse to the Settlement Shares Depository only for the delivery to them of any cash amounts or Conversion Shares to which such Holders are entitled under such Condition.

6.3 Upon the occurrence of any of the events described below, the Floor Price shall be adjusted as follows:

(a) If and whenever there shall be a consolidation, reclassification/redesignation or subdivision affecting the number of Ordinary Shares, the Floor Price shall be adjusted by multiplying the Floor Price in force immediately prior to such consolidation, reclassification/redesignation or subdivision by the following fraction:

$$\frac{A}{B}$$

where:

A. is the aggregate number of Ordinary Shares in issue immediately before such consolidation, reclassification/redesignation or subdivision, as the case may be; and

B. is the aggregate number of Ordinary Shares in issue immediately after, and as a result of, such consolidation, reclassification/redesignation or subdivision, as the case may be.

Such adjustment shall become effective on the date the consolidation, reclassification/redesignation or subdivision, as the case may be, takes effect.

(b) If and whenever the Bank shall issue any Ordinary Shares credited as fully paid to Shareholders by way of capitalization of profits or reserves (including any share premium account or capital redemption reserve) other than where such issue constitutes a Cash Dividend pursuant to limb (b) of the definition thereof, the Floor Price shall be adjusted by multiplying the Floor Price in force immediately prior to such issue by the following fraction:

$$\frac{A}{B}$$

where:

A. is the aggregate number of Ordinary Shares in issue immediately before such issue; and

B. is the aggregate number of Ordinary Shares in issue immediately after such issue.

Such adjustment shall become effective on the date of issue of such Ordinary Shares.

(c)

(i) If and whenever the Bank shall pay any Adjustable Extraordinary Dividend to Shareholders, the Floor Price shall be adjusted by multiplying the Floor Price in force immediately prior to the Effective Date by the following fraction:

$$\frac{A - B}{A - C}$$

where:

A. is the Current Market Price of one Ordinary Share on the Ex Date of the Adjustable Extraordinary Dividend;

B. is the portion of the Fair Market Value of the aggregate Adjustable Extraordinary Dividend attributable to one Ordinary Share, with such portion being determined by dividing the Fair Market Value of the aggregate Adjustable Extraordinary Dividend by the number of Ordinary Shares entitled to receive the Adjustable Extraordinary Dividend; and

C. is equal to:

1. the amount (if any) by which the Maximum Available Amount for the Relevant Financial Year in relation to the Adjustable Extraordinary Dividend (determined as at the Ex Date of the Adjustable Extraordinary Dividend) exceeds an amount equal to the aggregate of the Fair Market Values of any other Extraordinary Dividends (x) the Ex Date of which occurred prior to the Ex Date of the Adjustable Extraordinary Dividend and (y) the Relevant Financial Year in relation to which is the Relevant Financial Year for the Adjustable Extraordinary Dividend (provided that "C" shall be equal to zero if the aggregate of the Fair Market Values of such previous Extraordinary Dividends is equal to, or exceeds, such Maximum Available Amount); or

2. where there are no other Extraordinary Dividends meeting the requirements of subparagraphs (1)(x) and (y) above, the Maximum Available Amount for the Relevant Financial Year in relation to the Adjustable Extraordinary Dividend (determined as at the Ex Date of the Adjustable Extraordinary Dividend),

in each case divided by the number of Ordinary Shares entitled to receive the Adjustable Extraordinary Dividend.

Such adjustment shall become effective on the date (in respect of this Condition 6.3(c)(i), the "**Effective Date**") which is the Ex Date of the Adjustable Extraordinary Dividend, or, if later, the first date upon which the Fair Market Value of the relevant Adjustable Extraordinary Dividend can be determined.

In this paragraph:

"**Adjustable Extraordinary Dividend**" means any Extraordinary Dividend (the "**Relevant Dividend**") if (i) the Fair Market Value of the Relevant Dividend, or (ii) the sum of (A) the Fair Market Value of the Relevant Dividend and (B) an amount equal to the aggregate of the Fair Market Value(s) of any other Extraordinary Dividend(s) (x) the Ex Date of which occurred prior to the Ex Date of the Relevant Dividend and (y) the Relevant Financial Year in relation to which is the Relevant Financial Year in relation to the Relevant Dividend, exceeds the Maximum Available Amount for the Relevant Financial Year in relation to the Relevant Dividend (determined as at the Ex Date of the Relevant Dividend).

"**Extraordinary Dividend**" means any Cash Dividend which is expressly declared by the Bank to be a capital distribution, extraordinary dividend, extraordinary distribution, special dividend, special distribution or return of value to Shareholders or any analogous or similar term.

"**Maximum Available Amount**" means, as determined as at any date (the "**Determination Date**") for any Relevant Financial Year: (i) the aggregate of 100% of the Group's net results from continuing and discontinued operations (before minority interests) in respect of such Relevant Financial Year minus (ii) if any Cash Dividends which are not Extraordinary Dividends have been declared, paid or made as at the Determination Date in respect of (or in respect of any part of) such Relevant Financial Year, the aggregate amount of such Cash Dividends.

"**Relevant Financial Year**" means, in relation to any Extraordinary Dividend, the most recent financial year of the Group for which audited financial statements are available on the date on which such Extraordinary Dividend is declared.

(ii) If and whenever the Bank shall pay or make any Non-Cash Dividend to Shareholders, the Floor Price shall be adjusted by multiplying the Floor Price in force immediately prior to the Effective Date by the following fraction:

$$\frac{A - B}{A}$$

where:

A. is the Current Market Price of one Ordinary Share on the Non-Cash Dividend Effective Date; and

B. is the portion of the Fair Market Value of the aggregate Non-Cash Dividend attributable to one Ordinary Share, with such portion being determined by dividing the Fair Market Value of the aggregate Non-Cash Dividend by the number of Ordinary Shares entitled to receive the relevant Non-Cash Dividend (or, in the case of a purchase, redemption or buy-back of Ordinary Shares or any depositary or other receipts or certificates representing Ordinary Shares by or on behalf of the Bank or any member of the Group, by the number of Ordinary Shares in issue immediately following such purchase, redemption or buy-back, and treating as not being in issue any Ordinary Shares, or any Ordinary Shares represented by depositary or other receipts or certificates, purchased, redeemed or bought back).

Such adjustment shall become effective on the date (in respect of this Condition 6.3(c)(ii), the "**Effective Date**") which is the Non-Cash Dividend Effective Date or, if later, the first date upon which the Fair Market Value of the relevant Non-Cash Dividend is capable of being determined as provided herein.

In this paragraph, "**Non-Cash Dividend Effective Date**" means, in respect of this Condition 6.3(c)(ii), the Ex Date of the Non-Cash Dividend or, in the case of a purchase, redemption or buy back of Ordinary Shares or any depositary or other receipts or certificates representing Ordinary Shares by or on behalf of the Bank or any member of the Group, the date on which such purchase, redemption or buy back is made (or, in any such case if later, the first date upon which the Fair Market Value of the relevant Dividend is capable of being determined as provided herein).

(iii) For the purposes of the above, Fair Market Value shall (subject as provided in paragraph (a) of the definition of "Dividend" and in the definition of "Fair Market Value") be determined as at the Ex Date of the relevant Extraordinary Dividend (as defined in Condition 6.3(c)(i) above), or, as the case may be, the Non-Cash Dividend Effective Date (as defined in Condition 6.3(c)(ii) above).

(iv) In making any calculations for the purposes of this Condition 6.3(c), such adjustments (if any) shall be made as the Conversion Calculation Agent or an Independent Financial Adviser may determine in good faith to be appropriate to reflect:

(A) any consolidation or subdivision of any Ordinary Shares; or

(B) the issue of Ordinary Shares by way of capitalization of profits or reserves (or any like or similar event); or

(C) any increase in the number of Ordinary Shares in issue in the relevant year in question.

(d) If and whenever the Bank shall issue Ordinary Shares to Shareholders as a class by way of rights, or the Bank or any member of the Group or (at the direction or request or pursuant to any arrangements with the Bank or any member of the Group) any other company, person or entity shall issue or grant to Shareholders as a class by way of rights, any options, warrants or other rights to subscribe for or purchase or otherwise acquire any Ordinary Shares, or any Securities which by their terms of issue carry (directly or indirectly) rights of conversion into, or exchange or subscription for, or the right to acquire, any Ordinary Shares (or shall grant any such rights in respect of existing Securities so issued), in each case at a price per Ordinary Share which is less than 95 per cent. of the Current Market Price per Ordinary Share on the Effective Date, the Floor Price shall be adjusted by multiplying the Floor Price in force immediately prior to the Effective Date by the following fraction:

$$\frac{A + B}{A + C}$$

where:

A. is the number of Ordinary Shares in issue on the Effective Date;

B. is the number of Ordinary Shares which the aggregate consideration (if any) receivable for the Ordinary Shares issued by way of rights, or for the Securities issued by way of rights, or for the options or warrants or other rights issued or granted by way of rights and for the total number of Ordinary Shares deliverable on the exercise thereof, would purchase at such Current Market Price per Ordinary Share; and

C. is the number of Ordinary Shares to be issued or, as the case may be, the maximum number of Ordinary Shares which may be issued upon exercise of such options, warrants or rights calculated as at the date of issue of such options, warrants or rights or upon conversion or exchange or exercise of rights of subscription or purchase or other rights of acquisition in respect thereof at the initial conversion, exchange, subscription, purchase or acquisition price or rate,

provided that if at the first date on which the Ordinary Shares are traded ex-rights, ex-options or ex-warrants on the Relevant Stock Exchange (as used in this Condition 6.3(d), the "**Specified Date**") such number of Ordinary Shares is to be determined by reference to the application of a formula or other variable feature or the occurrence of any event at some subsequent time, then for the purposes of this Condition 6.3(d), "C" shall be determined by the application of such formula or variable feature or as if the relevant event occurs or had occurred as at the Specified Date and as if such conversion, exchange, subscription, purchase or acquisition had taken place on the Specified Date.

Such adjustment shall become effective on the Effective Date.

In this paragraph, "**Effective Date**" means, in respect of this Condition 6.3(d), the first date on which the Ordinary Shares are traded ex-rights, ex-options or ex-warrants on the Relevant Stock Exchange.

(e) If and whenever the Bank or any member of the Group or (at the direction or request or pursuant to any arrangements with the Bank or any member of the Group) any other company, person or entity shall issue any Securities (other than Ordinary Shares or options, warrants or other rights to subscribe for or purchase or otherwise acquire any Ordinary Shares or Securities which by their terms carry (directly or indirectly) rights of conversion into, or exchange or subscription for, or rights to otherwise acquire, Ordinary Shares) to Shareholders as a class by way of rights or grant to Shareholders as a class by way of rights any options, warrants or other rights to subscribe for or purchase or otherwise acquire any Securities (other than Ordinary Shares or options, warrants or other rights to subscribe for or purchase or otherwise acquire Ordinary Shares or Securities which by their term carry (directly or indirectly) rights of conversion into, or exchange or subscription for, rights to otherwise acquire, Ordinary Shares), the Floor Price shall be adjusted by multiplying the Floor Price in force immediately prior to the Effective Date by the following fraction:

$$\frac{A - B}{A}$$

where:

A. is the Current Market Price of one Ordinary Share on the Effective Date; and

B. is the Fair Market Value on the Effective Date of the portion of the rights attributable to one Ordinary Share.

Such adjustment shall become effective on the Effective Date.

In this paragraph, "**Effective Date**" means, in respect of this Condition 6.3(e), the first date on which the Ordinary Shares are traded ex-the relevant Securities or ex-rights, ex-option or ex-warrants on the Relevant Stock Exchange.

(f) If and whenever the Bank shall issue (otherwise than as mentioned in Condition 6.3(d) above) wholly for cash or for no consideration any Ordinary Shares (other than Ordinary Shares issued on conversion of the Preferred Securities or on the exercise of any rights of conversion into, or exchange or subscription for or purchase of, or right to otherwise acquire Ordinary Shares) or if and whenever the Bank or any member of the Group or (at the direction or request or pursuance to any arrangements with the Bank or any member of the Group) any other company, person or entity shall issue or grant (otherwise than as mentioned in Condition 6.3(d) above) wholly for cash or for no consideration any options, warrants or other rights to subscribe for or purchase or otherwise acquire any Ordinary Shares (other than the Preferred Securities, which term shall for this purpose include any Further Preferred Securities), in each case at a price per Ordinary Share which is less than 95 per cent. of the Current Market Price per Ordinary Share on the date of the first public announcement of the terms of such issue or grant, the Floor Price shall be adjusted by multiplying the Floor Price in force immediately prior to the Effective Date by the following fraction:

$$\frac{A + B}{A + C}$$

where:

A. is the number of Ordinary Shares in issue immediately before the issue of such Ordinary Shares or the grant of such options, warrants or rights;

B. is the number of Ordinary Shares which the aggregate consideration (if any) receivable for the issue of such Ordinary Shares or, as the case may be, for the Ordinary Shares to be issued or otherwise made available upon the exercise of any such options, warrants or rights, would purchase at such Current Market Price per Ordinary Share; and

C. is the number of Ordinary Shares to be issued pursuant to such issue of such Ordinary Shares or, as the case may be, the maximum number of Ordinary Shares which may be issued upon exercise of such options, warrants or rights calculated as at the date of issue of such options, warrants or rights,

provided that if at the time of issue of such Ordinary Shares or date of issue or grant of such options, warrants or rights (as used in this Condition 6.3(f), the "**Specified Date**"), such number of Ordinary Shares is to be determined by reference to the application of a formula or other variable feature or the occurrence of any event at some subsequent time, then for the purposes of this Condition 6.3(f), "C" shall be determined by the application of such formula or variable feature or as if the relevant event occurs or had occurred as at the Specified Date and as if such conversion, exchange, subscription, purchase or acquisition had taken place on the Specified Date.

Such adjustment shall become effective on the Effective Date.

In this paragraph, "**Effective Date**" means, in respect of this Condition 6.3(f), the date of issue of such Ordinary Shares or, as the case may be, the grant of such options, warrants or rights.

(g) If and whenever the Bank or any member of the Group or (at the direction or request of or pursuant to any arrangements with the Bank or any member of the Group) any other company, person or entity (otherwise than as mentioned in Condition 6.3(d), 6.3(e) or 6.3(f) above) shall issue wholly for cash or for no consideration any Securities (other than the Preferred Securities, which term for this purpose shall include any Further Preferred Securities) which by their terms of issue carry (directly or indirectly) rights of conversion into, or exchange or subscription for, purchase of, or rights to otherwise acquire, Ordinary Shares (or shall grant any such rights in respect of existing Securities so issued) or Securities which by their terms might be reclassified/redesignated as Ordinary Shares, and the consideration per Ordinary Share receivable upon conversion, exchange, subscription, purchase, acquisition or redesignation is less than 95 per cent. of the Current Market Price per Ordinary Share on the date of the first public announcement of the terms of issue of such Securities (or the terms of such grant), the Floor Price shall be adjusted by multiplying the Floor Price in force immediately prior to the Effective Date by the following fraction:

$$\frac{A + B}{A + C}$$

where:

A. is the number of Ordinary Shares in issue immediately before such issue or grant (but where the relevant Securities carry rights of conversion into or rights of exchange or subscription for, purchase of, or rights to otherwise acquire Ordinary Shares which have been issued, purchased or acquired by the Bank or any member of the Group (or at the direction or request or pursuant to any arrangements with the Bank or any member of the Group) for the purposes of or in connection with such issue, less the number of such Ordinary Shares so issued, purchased or acquired);

B. is the number of Ordinary Shares which the aggregate consideration (if any) receivable for the Ordinary Shares to be issued or otherwise made available upon conversion or exchange or upon exercise of the right of subscription, purchase or acquisition attached to such Securities or, as the case may be, for the Ordinary Shares to be issued or to arise from any such reclassification/redesignation would purchase at such Current Market Price per Ordinary Share; and

C. is the maximum number of Ordinary Shares to be issued or otherwise made available upon conversion or exchange of such Securities or upon the exercise of such right of subscription attached thereto at the initial conversion, exchange, subscription, purchase or acquisition price or rate or, as the case may be, the maximum number of Ordinary Shares which may be issued or arise from any such reclassification/redesignation,

provided that if at the time of issue of the relevant Securities or date of grant of such rights (as used in this Condition 6.3(g), the "**Specified Date**") such number of Ordinary Shares is to be determined by reference to the application of a formula or other variable feature or the occurrence of any event at some subsequent time (which may be when such Securities are converted or exchanged or rights of subscription, purchase or acquisition are exercised or, as the case may be, such Securities are reclassified/redesignated or at such other time as may be provided), then for the purposes of this Condition 6.3(g), "C" shall be determined by the application of such formula or variable feature or as if the relevant event occurs or had occurred as at the Specified Date and as if such conversion, exchange, subscription, purchase or acquisition or, as the case may be, reclassification/redesignation had taken place on the Specified Date.

Such adjustment shall become effective on the Effective Date.

In this paragraph, "**Effective Date**" means, in respect of this Condition 6.3(g), the date of issue of such Securities or, as the case may be, the grant of such rights.

(h) If and whenever there shall be any modification of the rights of conversion, exchange, subscription, purchase or acquisition attaching to any such Securities (other than the Preferred

Securities, which term shall for this purpose include any Further Preferred Securities) as are mentioned in Condition 6.3(g) above (other than in accordance with the terms (including terms as to adjustment) applicable to such Securities upon issue) so that following such modification the consideration per Ordinary Share receivable has been reduced and is less than 95 per cent. of the Current Market Price per Ordinary Share on the date of the first public announcement of the proposals for such modification, the Floor Price shall be adjusted by multiplying the Floor Price in force immediately prior to the Effective Date by the following fraction:

$$\frac{A+B}{A+C}$$

where:

A. is the number of Ordinary Shares in issue immediately before such modification (but where the relevant Securities carry rights of conversion into or rights of exchange or subscription for, or purchase or acquisition of, Ordinary Shares which have been issued, purchased or acquired by the Bank or any member of the Group (or at the direction or request or pursuant to any arrangements with the Bank or any member of the Group) for the purposes of or in connection with such Securities, less the number of such Ordinary Shares so issued, purchased or acquired);

B. is the number of Ordinary Shares which the aggregate consideration (if any) receivable for the Ordinary Shares to be issued or otherwise made available upon conversion or exchange or upon exercise of the right of subscription, purchase or acquisition attached to the Securities so modified would purchase at such Current Market Price per Ordinary Share or, if lower, the existing conversion, exchange, subscription, purchase or acquisition price or rate of such Securities; and

C. is the maximum number of Ordinary Shares which may be issued or otherwise made available upon conversion or exchange of such Securities or upon the exercise of such rights of subscription, purchase or acquisition attached thereto at the modified conversion, exchange, subscription, purchase or acquisition price or rate but giving credit in such manner as an Independent Financial Adviser in good faith shall consider appropriate for any previous adjustment under this Condition 6.3(h) or Condition 6.3(g) above,

provided that if at the time of such modification (as used in this Condition 6.3(h), the "**Specified Date**") such number of Ordinary Shares is to be determined by reference to the application of a formula or other variable feature or the occurrence of any event at some subsequent time (which may be when such Securities are converted or exchanged or rights of subscription, purchase or acquisition are exercised or at such other time as may be provided) then for the purposes of this Condition 6.3(h), "C" shall be determined by the application of such formula or variable feature or as if the relevant event occurs or had occurred as at the Specified Date and as if such conversion, exchange, subscription, purchase or acquisition had taken place on the Specified Date.

Such adjustment shall become effective on the Effective Date.

In this paragraph, "**Effective Date**" means, in respect of this Condition 6.3(h), the date of modification of the rights of conversion, exchange, subscription, purchase or acquisition attaching to such Securities.

(i) If and whenever the Bank or any member of the Group or (at the direction or request of or pursuant to any arrangements with the Bank or any member of the Group) any other company, person or entity shall offer any Securities in connection with which Shareholders as a class are entitled to participate in arrangements whereby such Securities may be acquired by them (except where the Floor Price falls to be adjusted under Condition 6.3(b), 6.3(c), 6.3(d), 6.3(e) or 6.3(f) above or Condition 6.3(j) below or would fall to be so adjusted if the relevant issue or grant was at less than 95 per cent. of the Current Market Price per Ordinary Share on the relevant dealing day under Condition 6.3(e) above) the Floor Price shall be adjusted by multiplying the Floor Price in force immediately before the Effective Date by the following fraction:

$$\frac{A-B}{A}$$

where:

A. is the Current Market Price of one Ordinary Share on the Effective Date; and

B. is the Fair Market Value on the Effective Date of the portion of the relevant offer attributable to one Ordinary Share.

Such adjustment shall become effective on the Effective Date.

In this paragraph, "**Effective Date**" means, in respect of this Condition 6.3(i), the first date on which the Ordinary Shares are traded ex-rights on the Relevant Stock Exchange.

(j) If the Bank determines that a reduction to the Floor Price should be made for whatever reason, the Floor Price will be reduced (either generally or for a specified period as notified to Holders) in such manner and with effect from such date as the Bank shall determine and notify to the Holders.

Notwithstanding the foregoing provisions:

(i) where the events or circumstances giving rise to any adjustment pursuant to this Condition 6.3 have already resulted or will result in an adjustment to the Floor Price or where the events or circumstances giving rise to any adjustment arise by virtue of any other events or circumstances which have already given or will give rise to an adjustment to the Floor Price or where more than one event which gives rise to an adjustment to the Floor Price occurs within such a short period of time that, in the opinion of the Bank, a modification to the operation of the adjustment provisions is required to give the intended result, such modification shall be made to the operation of the adjustment provisions as may be determined in good faith by an Independent Financial Adviser to be in its opinion appropriate to give the intended result; and

(ii) such modification shall be made to the operation of these Conditions as may be determined in good faith by an Independent Financial Adviser to be in its opinion appropriate:

(A) to ensure that an adjustment to the Floor Price or the economic effect thereof shall not be taken into account more than once; and

(B) to ensure that the economic effect of a Dividend is not taken into account more than once.

For the purpose of any calculation of the consideration receivable or price pursuant to Conditions 6.3(d), 6.3(f), 6.3(g) and 6.3(h), the following provisions shall apply:

(A) the aggregate consideration receivable or price for Ordinary Shares issued for cash shall be the amount of such cash;

(B) (I) the aggregate consideration receivable or price for Ordinary Shares to be issued or otherwise made available upon the conversion or exchange of any Securities shall be deemed to be the consideration or price received or receivable for any such Securities; and

(II) the aggregate consideration receivable or price for Ordinary Shares to be issued or otherwise made available upon the exercise of rights of subscription attached to any Securities or upon the exercise of any options, warrants or rights shall be deemed to be that part (which may be the whole) of the consideration or price received or receivable for such Securities or, as the case may be, for such options, warrants or rights which are attributed by the Bank to such rights of subscription or, as the case may be, such options, warrants or rights or, if no part of such consideration or price is so attributed, the Fair Market Value of such rights of subscription or, as the case may be, such options, warrants or rights as at the relevant Effective Date as referred to in Condition 6.3(d), 6.3(f), 6.3(g) or 6.3(h), as the case may be, plus in the case of each of (I) and (II) above, the additional minimum consideration receivable or price (if any) upon the conversion or exchange of such Securities, or upon the exercise of such rights or subscription attached thereto or, as the case may be, upon exercise of such options, warrants or rights; and

(III) the consideration receivable or price per Ordinary Share upon the conversion or exchange of, or upon the exercise of such rights of subscription attached to, such Securities or, as the case may be, upon the exercise of such options, warrants or rights shall be the aggregate consideration or price referred to in (I) or (II) above (as the case may be) divided by the number of Ordinary Shares to be issued upon such conversion or exchange or exercise at the initial conversion, exchange or subscription price or rate;

(C) if the consideration or price determined pursuant to (A) or (B) above (or any component thereof) shall be expressed in a currency other than the Share Currency, it shall be converted into the Share Currency at the Prevailing Rate on the relevant Effective Date (in the case of (A) above) or the relevant date of first public announcement (in the case of (B) above);

(D) in determining the consideration or price pursuant to the above, no deduction shall be made for any commissions or fees (howsoever described) or any expenses paid or incurred for any underwriting, placing or management of the issue of the relevant Ordinary Shares or Securities or options, warrants or rights, or otherwise in connection therewith; and

(E) the consideration or price shall be determined as provided above on the basis of the consideration or price received, receivable, paid or payable regardless of whether all or part thereof is received, receivable, paid or payable by or to the Bank or another entity.

6.4 If the Conversion Settlement Date in relation to the conversion of any Preferred Security shall be after the record date in respect of any consolidation, reclassification/redesignation or subdivision as is mentioned in Condition 6.3 above, or after the record date or other due date for the establishment of entitlement for any such issue, distribution, grant or offer (as the case may be) as is mentioned in Conditions 6.3(b), 6.3(c), 6.3(d), 6.3(e) or 6.3(i) above, or after the date of the first public announcement of the terms of any such issue or grant as is mentioned in Conditions 6.3(f) and 6.3(g) above or of the terms of any such modification as is mentioned in Condition 6.3(h) above, and the Trigger Event Notice Date falls before the relevant adjustment to the Floor Price (if applicable) becomes effective under Condition 6.3 above (such adjustment, a "**Retroactive Adjustment**"), then the Bank shall (conditional upon the relevant adjustment becoming effective) procure that there shall be issued and delivered to the Holders, in accordance with the instructions contained in the relevant Delivery Notices received by the Bank, or failing the relevant Delivery Notices, to the Settlement Shares Depository, such additional number of Ordinary Shares (if any) (the "**Additional Ordinary Shares**") as, together with the Ordinary Shares issued on conversion of the Preferred Securities (together with any fraction of an Ordinary Share not so delivered to any relevant Holder), is equal to the number of Ordinary Shares which would have been required to be issued and delivered on such conversion if the relevant adjustment to the Floor Price had been made and become effective immediately prior to the relevant Trigger Event Notice Date, provided that if the Settlement Shares Depository and/or the Holders, as the case may be, shall be entitled to receive the relevant Dividend in respect of the Ordinary Shares to be issued or delivered to them, then no such Retroactive Adjustment shall be made in relation to such Dividend, and Additional Ordinary Shares shall not be issued and delivered to the Settlement Shares Depository and Holders in relation thereto.

6.5 If any doubt shall arise as to whether an adjustment falls to be made to the Floor Price or as to the appropriate adjustment to the Floor Price, and following consultation between the Bank and an

Independent Financial Adviser, a written determination of such Independent Financial Adviser in respect thereof shall be conclusive and binding on all parties, save in the case of manifest error.

6.6 No adjustment will be made to the Floor Price where Ordinary Shares or other Securities (including rights, warrants and options) are issued, offered, exercised, allotted, purchased, appropriated, modified or granted to, or for the benefit of, employees or former employees (including directors holding or formerly holding executive or non-executive office or the personal service company of any such person) or their spouses or relatives, in each case, of the Bank or any member of the Group or any associated company or to a trustee or trustees to be held for the benefit of any such person, in any such case pursuant to any share or option or similar scheme.

6.7 On any adjustment, the resultant Floor Price shall be rounded down to the nearest integral multiple of €0.0001. No adjustment shall be made to the Floor Price where such adjustment (rounded down if applicable) would be less than 1 per cent. of the Floor Price then in effect. Any adjustment not required to be made and/or any amount by which the Floor Price has been rounded down, shall be carried forward and taken into account in any subsequent adjustment, and such subsequent adjustment shall be made on the basis that the adjustment not required to be made had been made at the relevant time and/or, as the case may be, that the relevant rounding down had not been made.

Notice of any adjustments to the Floor Price shall be given by the Bank to Holders through the filing of an announcement of inside information (*comunicación de información privilegiada*) or of other relevant information (*comunicación de otra información relevante*), as the case may be, with the CNMV and its publication in accordance with the rules and regulations of any applicable stock exchange or other relevant authority and Condition 15 promptly after the determination thereof.

6.8 On any Trigger Conversion of the Preferred Securities and upon the Trigger Event Notice Date, the Bank shall give instructions in accordance with the Iberclear procedures applicable from time to time so that all the Preferred Securities outstanding are blocked by Iberclear and the Iberclear Members at the relevant securities accounts on the Trigger Event Notice Date and the Ordinary Shares to be issued and delivered shall be issued and delivered subject to, and as provided in, Condition 6.10 below. Immediately on such conversion the Preferred Securities shall cease to be outstanding for all purposes and shall be cancelled.

6.9 Fractions of Ordinary Shares will not be issued on Trigger Conversion or pursuant to Condition 6.4 and no cash payment or other adjustment will be made in lieu thereof. Without prejudice to the generality of the foregoing, the number of Conversion Shares or Additional Ordinary Shares to be delivered in respect of Holders of more than one Preferred Security, shall be calculated on the basis of the aggregate Liquidation Preference of the corresponding Preferred Securities being so converted and rounded down to the nearest whole number of Ordinary Shares.

6.10 On the Conversion Settlement Date, the Bank shall deliver to the Holders or the Settlement Shares Depository, as set out below, such number of Ordinary Shares as is required to satisfy in full the Bank's obligation to deliver Ordinary Shares in respect of the Trigger Conversion of the aggregate number of Preferred Securities outstanding on the Trigger Event Notice Date.

In order to obtain direct delivery of the relevant Ordinary Shares upon any Trigger Conversion from the Bank, Holders will have to deliver a duly completed Delivery Notice to the Bank through the relevant Iberclear Members and in accordance with the Iberclear procedures applicable from time to time no later than the moment on or before the Conversion Settlement Date which the said procedures permit (the "**Notice Cut-off Date**"). The Bank shall then give the relevant instructions, in accordance with the Iberclear procedures applicable from time to time, for the relevant Ordinary Shares corresponding to the Preferred Securities in respect of which duly completed Delivery Notices have been delivered not later than the Notice Cut-off Date, to be delivered on the Conversion Settlement Date in accordance with the instructions given in the relevant Delivery Notices through Iberclear.

The Ordinary Shares corresponding to the Preferred Securities in respect of which no duly completed Delivery Notices have been delivered on or before the Notice Cut-off Date shall be delivered by the Bank to the Settlement Shares Depository on the Conversion Settlement Date through Iberclear.

Within ten Business Day following the Conversion Settlement Date, the Settlement Shares Depository shall procure that all Ordinary Shares so received are sold as soon as reasonably practicable based on advice from an independent financial firm or financial adviser with appropriate expertise or financial institution of international repute to be appointed by the Settlement Shares Depository after consultation with the Bank and, subject to the deduction by or on behalf of the Settlement Shares Depository of any amount payable in respect of its liability to taxation and the payment of any capital, stamp, issue, registration and/or transfer taxes and duties (if any) and any fees or costs (including in respect of such independent financial firm or financial adviser with appropriate expertise or financial institution of international repute as aforesaid) incurred by or on behalf of the Settlement Shares Depository in connection with the sale and allotment thereof, the net proceeds of sale shall as soon as reasonably practicable be distributed rateably to the relevant Holders in accordance with Condition 4.2 or in such other manner and at such time as the Bank shall determine and notify to the Holders. Such payment shall for all purposes discharge the obligations of the Bank and the Settlement Shares Depository in respect of the relevant Trigger Conversion.

The Settlement Shares Depository will be deemed to be acting on behalf of the relevant Holders of the Preferred Securities in respect of which no duly completed Delivery Notices are delivered on or before the Notice Cut-off Date for the purposes set out above and to that effect Holders of the Preferred Securities by virtue of the subscription and/or purchase and holding of the Preferred Securities will be deemed to be accepting and giving express instructions to the Settlement Shares Depository to do so in accordance with these Conditions.

The Bank and the Settlement Shares Depository shall have no liability in respect of any sale of any Ordinary Shares pursuant to these Conditions, whether for the timing of any such sale or the price at or manner in which any such Ordinary Shares are sold or the inability to sell any such Ordinary Shares.

If any Ordinary Shares could not be sold for any reasons by the Settlement Shares Depository in accordance with this Condition 6.10, such Ordinary Shares shall continue to be held by the Settlement Shares Depository until the relevant Holder delivers a duly completed Delivery Notice.

Any Delivery Notice shall be irrevocable. Failure to properly complete and deliver a Delivery Notice may result in such Delivery Notice being treated as null and void, and the Bank shall be entitled to procure the sale of any applicable Ordinary Shares to which the relevant Holder may be entitled in accordance with this Condition 6.10. Any determination as to whether any Delivery Notice has been properly completed and delivered as provided in this Condition 6.10 shall be made by the Bank in its sole discretion, acting in good faith, and shall, in the absence of manifest error, be conclusive and binding on the relevant Holders.

6.11 A Holder or the Settlement Shares Depository must pay (in the case of the Settlement Shares Depository by means of deduction from the net proceeds of sale referred to in Condition 6.10 above) all taxes arising on Trigger Conversion and/or by reference to any disposal or deemed disposal of a Preferred Security or interest therein (including, if payable, any applicable FTT, such as the financial transaction tax introduced by Spanish Law 5/2020, of 15 October 2020, as amended or replaced from time to time, or similar FTTs), other than:

(a) any taxes payable by the Bank; and

(b) any capital, issue and registration and transfer taxes or stamp duties;

in each case payable in the Kingdom of Spain and in respect of the conversion of the Preferred Securities and the issue and delivery of the Ordinary Shares (including any Additional Ordinary Shares) in accordance with a Delivery Notice delivered pursuant to these Conditions which shall be paid by the Bank.

If the Bank shall fail to pay any capital, stamp, issue, registration and transfer taxes and duties for which it is responsible as provided above, the Holder or the Settlement Shares Depository, as the case may be, shall be entitled (but shall not be obliged) to tender and pay the same and the Bank as a separate and independent obligation, undertakes to reimburse and indemnify each Holder or Settlement Shares Depository, as the case may be, in respect of any payment thereof and any penalties which are payable in respect thereof.

6.12 The Ordinary Shares (including any Additional Ordinary Shares) issued on Trigger Conversion will be fully paid and will in all respects rank *pari passu* with the fully paid Ordinary Shares in issue on the Trigger Event Notice Date or, in the case of Additional Ordinary Shares, on the relevant Reference Date, except in any such case for any right excluded by mandatory provisions of applicable law and except that such Ordinary Shares or, as the case may be, Additional Ordinary Shares will not rank for (or, as the case may be, the relevant holder shall not be entitled to receive) any rights, distributions or payments the record date or other due date for the establishment of entitlement for which falls prior to the Trigger Event Notice Date or, as the case may be, the relevant Reference Date.

6.13 Notwithstanding any other provision of this Condition 6 and subject to compliance with the provisions of the Spanish Companies Law and/or with any Applicable Banking Regulations, the Bank or any member of the Group may exercise such rights as it may from time to time enjoy to purchase or redeem or buy back any shares of the Bank (including Ordinary Shares) or any depositary or other receipts or certificates representing the same without the consent of the Holders.

6.14 So long as any Preferred Securities are outstanding, there shall at all times be a conversion calculation agent (the "**Conversion Calculation Agent**"), which may be the Bank or another person appointed by the Bank to serve in such capacity, who shall be responsible, in consultation with the Bank, for the calculation of all adjustments to the Floor Price and all related determinations required to be made in connection therewith. All such calculations and determinations performed by the Conversion Calculation Agent shall be conclusive and binding on the Holders, save in the case of bad faith or manifest error. If any provision in these Conditions at any time calls for any calculation or determination to be made by an Independent Financial Adviser, which may include the Conversion Calculation Agent appointed by the Bank to act in such Independent Financial Adviser capacity, and the person then serving as Conversion Calculation Agent is not wholly independent of the Bank, the Bank shall use commercially reasonable efforts to appoint an Independent Financial Adviser which is wholly independent of the Bank to make such calculation or determination. A written opinion of such Independent Financial Adviser in respect of such calculation or determination shall be conclusive and binding on the Bank and any Holders, save in the case of manifest error. The Bank has appointed Conv-Ex Advisors Limited as the initial Conversion Calculation Agent. The Bank may change the Conversion Calculation Agent at any time without prior notice to any Holder.

The Conversion Calculation Agent (if not the Bank) shall act solely upon request from, and solely as agent of, the Bank and will not thereby assume any obligations towards or relationship of agency or trust with, and it shall not be liable and shall incur no liability as against, the Holders.

7. **Optional redemption**

7.1 The Preferred Securities are perpetual and are only redeemable in accordance with the following provisions of this Condition 7.

7.2 Without prejudice to Conditions 7.3, 7.4, 7.5 and 7.6 below, the Preferred Securities shall not be redeemable prior to 25 March 2035. All, and not some only, of the Preferred Securities may be redeemed at the option of the Bank:

7.2.1 at any time in the period commencing on (and including) 25 March 2035 and ending on (and including) the First Reset Date; or

7.2.2 on any Distribution Payment Date thereafter,

at the Redemption Price, subject to the prior consent of the Competent Authority (and otherwise in accordance with Applicable Banking Regulations then in force).

7.3 If, on or after the Closing Date, there is a Capital Event, the Preferred Securities may be redeemed, in whole but not in part, at the option of the Bank, subject to the prior consent of the Competent Authority and/or otherwise in accordance with Applicable Banking Regulations then in force, at any time, at the Redemption Price.

As of the Closing Date and pursuant to Article 78(4)(a) of the CRR, in the case of any redemption before five years after the Closing Date due to the occurrence of a Capital Event, the following two conditions will have to be met in addition to meeting one of the conditions referred to in Article 78(1) of the CRR: (i) that the Competent Authority considers such change to be sufficiently certain and (ii) the Bank demonstrates to the satisfaction of the Competent Authority that the Capital Event was not reasonably foreseeable at the Closing Date. In addition, as of the Closing Date, Article 78(4)(d) of the CRR sets out additional circumstances in which the Competent Authority may permit the redemption of the Preferred Securities before five years after the Closing Date.

7.4 If, on or after the Closing Date, there is a Tax Event, the Preferred Securities may be redeemed, in whole but not in part, at the option of the Bank, at any time, subject to the prior consent of the Competent Authority and/or otherwise in accordance with Applicable Banking Regulations then in force, at the Redemption Price.

As of the Closing Date and pursuant to Article 78(4)(b) of the CRR, in the case of any redemption before five years after the Closing Date due to the occurrence of a Tax Event, the Bank will have to demonstrate to the satisfaction of the Competent Authority that such Tax Event is material and was not reasonably foreseeable at the Closing Date in addition to meeting one of the conditions referred to in Article 78(1) of the CRR. In addition, as of the Closing Date, Article 78(4)(d) of the CRR sets out additional circumstances in which the Competent Authority may permit the redemption of the Preferred Securities before five years after the Closing Date.

7.5 If, on or after the Closing Date, there is an Eligible Liabilities Event, the Preferred Securities may be redeemed, in whole but not in part, at the option of the Bank, at any time, subject to the prior consent of the Competent Authority in accordance with Articles 77 and 78 of the CRR and any other Applicable Banking Regulations then in force, at the Redemption Price.

As of the Closing Date and pursuant to Article 78(4)(d) of the CRR, the Competent Authority may permit the redemption of the Preferred Securities before five years after the Closing Date if before or at the same time of redemption the Bank replaces the Preferred Securities 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 permits the action on the basis of the determination that it would be beneficial from a prudential point of view and justified by exceptional circumstances.

7.6 If, on or after the Closing Date, 75 per cent. or any higher percentage of the initial aggregate Liquidation Preference of the Preferred Securities has been redeemed or purchased by, or on behalf of, the Bank, the Preferred Securities may be redeemed, in whole but not in part, at the option of the Bank, at any time, in accordance with Articles 77 and 78 of the CRR and any other Applicable Banking Regulations then in force and unless otherwise restricted by the Applicable Banking Regulations and/or the Competent Authority, at the Redemption Price.

7.7 The decision to redeem the Preferred Securities must be, subject to Condition 7.9 below, irrevocably notified by the Bank to the Holders not less than 5 and not more than 60 days prior to the relevant redemption date through the filing of an announcement of inside information (*comunicación de información privilegiada*) or of other relevant information (*comunicación de otra información relevante*), as the case may be, with the CNMV, stating that a Capital Event, a Tax Event or an Eligible Liabilities Event has occurred (or there is sufficient certainty that it will occur) or that the Bank is entitled to redeem the Preferred Securities under Condition 7.2 or 7.6 above, as the case may be, and its publication in accordance with the rules and regulations of any applicable stock exchange or other relevant authority and Condition 15.

7.8 If the notice of redemption has been given, and the funds deposited and instructions and authority to pay given as required above, then on the date of such deposit:

(a) Distributions on the Preferred Securities shall cease;

(b) such Preferred Securities will no longer be considered outstanding; and

(c) the Holders will no longer have any rights as Holders except the right to receive the Redemption Price.

7.9 The Bank may not give a notice of redemption pursuant to this Condition 7 if a Trigger Event has occurred or a Trigger Event Notice has been given. If any notice of redemption of the Preferred Securities is given pursuant to this Condition 7 and a Trigger Event occurs prior to such redemption, the relevant redemption notice shall be automatically rescinded and shall be of no force and effect, there shall be no redemption of the Preferred Securities on such redemption date and, instead, the conversion of the Preferred Securities shall apply as provided under Condition 6. The Bank shall give notice of any such automatic rescission of a redemption notice to the Holders in accordance with Condition 15 as soon as possible thereafter.

7.10 If either the notice of redemption has been given and the funds are not deposited as required on the date of such deposit or if the Bank improperly withholds or refuses to pay the Redemption Price of the Preferred Securities, Distributions will continue to accrue in accordance with Condition 4 above from (and including) the redemption date to (but excluding) the date of actual payment of the Redemption Price.

8. **Loss Absorbing Power**

8.1 Exercise of Loss Absorbing Power and acknowledgment

The obligations of the Bank under the Preferred Securities are subject to, and may be limited, by the exercise of any Loss Absorbing Power by the Relevant Resolution Authority.

8.2 Payment of 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.

8.3 Notice to Holders

Upon the exercise of any Loss Absorbing Power by the Relevant Resolution Authority with respect to the Preferred Securities, the Bank 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 Bank to deliver a notice to the Holders shall affect the validity or enforceability of the exercise of the Loss Absorbing Power.

8.4 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 Preferred Securities pursuant to the Loss Absorbing Power will be made on a pro-rata basis.

8.5 No Event of Default

None of a cancellation of the Preferred Securities, a reduction in the Amount Due, the conversion thereof into another security or obligation of the Bank or another person, as a result of the exercise of the Loss Absorbing Power by the Relevant Resolution Authority with respect to the Bank or the exercise of the Loss Absorbing Power with respect to the Preferred Securities will be an event of default or otherwise constitute non-performance of a contractual obligation.

8.6 Definitions

In this Condition 8:

"**Amounts Due**" means the principal amount or other amounts due, additional amounts, if any, due on the Preferred Securities under Condition 14 (*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.

"**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 transposition of the BRRD (including but not limited to, Law 11/2015, Royal Decree 1012/2015 and any other implementing regulations), as amended or replaced from time to time, (ii) the SRM Regulation and (iii) the instruments, rules and standards created thereunder, pursuant to which any obligation of a Regulated Entity (or an affiliate of such Regulated Entity), including the Preferred Securities, 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 Bank or another person (and the issue to the Holder of such shares, securities or obligations), including by means of an amendment, modification or variation of the terms of the Preferred Securities, in which case the Holder agrees to accept in lieu of its rights under the Preferred Securities any such shares, other securities or other obligations of the Bank or another person;

(c) the cancellation of the Preferred Securities or Amounts Due;

(d) the amendment or alteration of the maturity of the Preferred Securities or amendment of the amount of interest payable on the Preferred Securities, 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 Preferred Securities.

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

9. **Substitution and Variation**

9.1 Subject to the prior consent of the Competent Authority (and/or otherwise in accordance with the Applicable Banking Regulations then in force) and having given no less than 5 nor more than 60 calendar days' notice to the Holders in accordance with Condition 15 (which notice shall be irrevocable and specify the date for substitution or, as applicable, variation), if any of a Capital Event, a Tax Event, an Eligible Liabilities Event or an Alignment Event has occurred and is continuing, the Bank may, at any time, substitute all (but not some only) of the Preferred Securities or vary the terms of all (but not some only) of the Preferred Securities without the consent or approval of the Holders, so that they are substituted for, or varied to, become, or remain, Qualifying Preferred Securities, provided that such substitution or variation shall not result in terms that are materially less favorable to the Holders. Any such notice shall specify the relevant details of the manner in which such substitution or variation shall take effect and where the Holders can inspect or obtain copies of the new terms and conditions of the Preferred Securities. Such substitution or variation will be effected without any cost or charge to the Holders.

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

9.3 The Bank will not give a notice of substitution or variation after a Trigger Event has occurred. If the Bank has given a notice of substitution or variation in accordance with these Conditions but prior to such substitution or variation a Trigger Event has occurred, the relevant substitution or variation notice shall be automatically rescinded and shall be of no force and effect. The Bank shall give notice thereof to the Holders in accordance with Condition 15 as soon as possible following any such automatic rescission of a substitution or variation notice.

10. **Purchases of Preferred Securities**

The Bank or any member of the Group, may purchase or otherwise acquire any of the outstanding Preferred Securities at any price in the open market or otherwise in accordance with Applicable Banking Regulations in force at the relevant time and subject to the prior consent of the Competent Authority, if required.

Any Preferred Securities so acquired by the Bank or any member of the Group may (subject to the approval of the Competent Authority and in accordance with Applicable Banking Regulations then in place) be held, resold or, at the option of the Bank or such member of the Group, cancelled.

11. **Waiver of Set-off**

No Holder may at any time exercise or claim any Waived Set-Off Rights against any right, claim, or liability the Bank 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 Preferred Security) 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 Bank in respect of, or arising under or in connection with the Preferred Securities 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 Bank and, until such time as payment is made, shall hold an amount equal to such amount in trust for the Bank and accordingly any such discharge shall be deemed not to have taken place.

For the avoidance of doubt, nothing in this Condition 11 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 Preferred Security but for this Condition 11.

12. **Undertakings**

So long as any Preferred Security remains outstanding, the Bank will, save as otherwise permitted or required pursuant to an Extraordinary Resolution:

(a) not make any issue, grant or distribution or take or omit to take any other action if the effect thereof would be that, on Trigger Conversion, Ordinary Shares could not, under any applicable law then in effect, be legally issued as fully paid;

(b) if any offer is made to all (or as nearly as may be practicable all) Shareholders (or all (or as nearly as may be practicable all) such Shareholders other than the offeror and/or any associates of the offeror) to acquire all or a majority of the issued Ordinary Shares, or if a scheme is proposed with regard to such acquisition (other than a Newco Scheme), give notice of such offer or scheme to the Holders at the same time as any notice thereof is sent to the Shareholders (or as soon as practicable thereafter) that details concerning such offer or scheme may be obtained from the registered office of the Bank and, where such an offer or scheme has been recommended by the Board of Directors of the Bank, or where such an offer has become or been declared unconditional in all respects or such scheme has become effective, use all reasonable endeavours to procure that a like offer or scheme is extended to the holders of any Ordinary Shares issued during the period of the offer or scheme arising out of any Trigger Conversion and/or to the Holders;

(c) in the event of a Newco Scheme, take (or shall procure that there is taken) all necessary action to ensure that such amendments are made to these Conditions immediately after completion of the Scheme of Arrangement as are necessary to ensure that the Preferred Securities may be converted into or exchanged for ordinary shares in Newco (or depositary or other receipts or certificates representing ordinary shares of Newco) mutatis mutandis in accordance with and subject to these Conditions and the ordinary shares of Newco are:

    (i) admitted to the Relevant Stock Exchange; or

    (ii) listed and/or admitted to trading on another Recognised Stock Exchange,

    and the Holders irrevocably authorise the Bank to make such amendments to these Conditions;

(d) issue, allot and deliver Ordinary Shares upon Trigger Conversion subject to and as provided in Condition 6;

(e) use all reasonable endeavours to ensure that its issued and outstanding Ordinary Shares and any Ordinary Shares issued upon Trigger Conversion will be admitted to listing and trading on the

Relevant Stock Exchange or will be listed and/or admitted to trading on another Recognised Stock Exchange;

(f) at all times keep in force the relevant resolutions needed for issue, free from pre-emptive rights, sufficient authorised but unissued Ordinary Shares to enable Trigger Conversion of the Preferred Securities, and to satisfy in full all rights that Holders may have hereunder; and

(g) where the provisions of Condition 6 require or provide for a determination by an Independent Financial Adviser or a role to be performed by a Settlement Shares Depository, use all reasonable endeavours promptly to appoint such person for such purpose.

13. **Meetings of Holders**

13.1 Convening meetings

The Bank may, at any time, and shall, if required in writing by Holders holding not less than 10 per cent. in aggregate Liquidation Preference of the Preferred Securities for the time being outstanding, convene a meeting of the Holders and if the Bank fails for a period of seven days to convene the meeting, the meeting may be convened by the relevant Holders.

13.2 Procedures for convening meetings

(a) At least 21 clear days' notice specifying the day, hour and place of the meeting, which need not be a physical place and instead may be by way of conference call, including by use of a videoconference platform, shall be given to the Holders in the manner provided in Condition 15. The notice, which shall be in the English language, shall state generally the nature of the business to be transacted at the meeting and, in the case of an Extraordinary Resolution only, shall either:

(i) specify the terms of the Extraordinary Resolution to be proposed; or

(ii) inform Holders that the terms of the Extraordinary Resolution are available free of charge from the Bank or an agent thereof, provided that, in the case of this (ii), such resolution is so available in its final form with effect on and from the date on which the notice convening such meeting is given as aforesaid.

The notice shall:

(i) include statements as to the manner in which Holders are entitled to attend and vote at the meeting; or

(ii) inform Holders that details of the voting arrangements are available free of charge from the Bank or an agent thereof, provided that, in the case of this (ii) the final form of such details are available with effect on and from the date on which the notice convening such meeting is given as aforesaid.

A copy of the notice shall be sent by post to the Bank (unless the meeting is convened by the Bank).

(b) Notice of any adjourned meeting at which an Extraordinary Resolution is to be submitted shall be given in the same manner as notice of an original meeting but as if ten were substituted for 21 in Condition 13.2(a) and the notice shall state the relevant quorum. Subject to the foregoing it shall not be necessary to give any notice of an adjourned meeting.

13.3 Chairperson

The person (who may but need not be a Holder) nominated in writing by the Bank (the "**Chairperson**") shall be entitled to take the chair at each meeting 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 Bank 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.

13.4 Quorums

(a) At any meeting one or more Eligible Persons present and holding or representing in the aggregate not less than 5 per cent. in Liquidation Preference of the Preferred Securities 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 13.3) shall be transacted at any meeting unless the required quorum is present at the commencement of business. 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 per cent. in Liquidation Preference of the Preferred Securities for the time being outstanding provided that 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):

(i) a reduction or cancellation of the Liquidation Preference of the Preferred Securities; or

(ii) without prejudice to the provisions of Condition 4 (including, without limitation, the right of the Bank to cancel the payment of any Distributions on the Preferred Securities), a reduction or cancellation of the amount payable or modification of the payment date in respect of any Distributions or variation of the method of calculating the Distribution Rate; or

(iii) a modification of the currency in which payments under the Preferred Securities are to be made; or

(iv) a modification of the majority required to pass an Extraordinary Resolution; or

(v) the sanctioning of any scheme or proposal described in Condition 13.7(c)(vi) below; or

(vi) alteration of this proviso or the proviso to Condition 13.4(b) below,

the quorum shall be one or more Eligible Persons present and holding or representing in the aggregate not less than two-thirds in Liquidation Preference of the Preferred Securities for the time being outstanding.

(b) 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 Bank was required by Holders to convene such meeting pursuant to Condition 13.1, 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 Bank). If within 15 minutes (or a 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 not less than 14 clear days (but without any maximum number of clear days) and to a place as may be appointed by the Chairperson (either at or after the adjourned meeting) and approved by the Bank, and the provisions of this sentence shall apply to all further adjourned meetings.

(c) At any adjourned meeting one or more Eligible Persons present (whatever the Liquidation Preference of the Preferred Securities 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 13.4(a) the quorum shall be one or more

Eligible Persons present and holding or representing in the aggregate not less than one-third in Liquidation Preference of the Preferred Securities for the time being outstanding.

13.5 Right to attend and vote

(a) The provisions governing the manner in which Holders may attend and vote at a meeting of the holders of Preferred Securities must be notified to Holders in accordance with Condition 15 and/or at the time of service of any notice convening a meeting.

(b) Any director or officer of the Bank and its lawyers and financial advisers may attend and speak at any meeting. Subject to this, but without prejudice to the proviso 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.

(c) Subject as provided in Condition 13.6(b), at any meeting:

(i) on a show of hands every Eligible Person present shall have one vote; and

(ii) on a poll every Eligible Person present shall have one vote in respect of each Preferred Security.

13.6 Holding of meetings

(a) 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.

(b) 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 Bank or by any Eligible Person present (whatever the Liquidation Preference of the Preferred Securities 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.

(c) Subject to Condition 13.6(e) 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 at 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.

(d) 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.

(e) 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.

13.7 Approval of the resolutions

(a) Any resolution passed at a meeting of the Holders duly convened and held shall be binding upon all the Holders whether present or not present at the meeting and whether or not voting 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 voting on any resolution duly considered by the Holders shall be published in accordance with Condition 15 by the Bank within 14 days of the result being known provided that non-publication shall not invalidate the resolution.

(b) The expression "**Extraordinary Resolution**" when used in this Condition 13 means a resolution passed at a meeting of the Holders duly convened and held in accordance with the provisions of this Condition 13 by a majority consisting of not less than 75 per cent. 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 per cent. of the votes given on the poll.

(c) A meeting of the Holders shall in addition to the powers set out above have the following powers exercisable only by Extraordinary Resolution (subject to the provisions relating to the quorum contained in Conditions 13.4(a) and 13.4(c)), namely:

(i) power to approve any compromise or arrangement proposed to be made between the Bank and the Holders;

(ii) power to approve any abrogation, modification, compromise or arrangement in respect of the rights of the Holders against the Bank or against any of its property whether these rights arise under these Conditions or the Preferred Securities or otherwise;

(iii) power to agree to any modification of the provisions contained in these Conditions or the Preferred Securities, which is proposed by the Bank;

(iv) power to give any authority or approval which under the provisions of this Condition 13 or the Preferred Securities is required to be given by Extraordinary Resolution;

(v) 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;

(vi) power to approve any scheme or proposal for the exchange or sale of the Preferred Securities for, or the conversion of the Preferred Securities into, or the cancellation of the Preferred Securities in consideration of, shares, stock, notes, bonds, debentures, debenture stock and/or other obligations and/or securities of the Bank or any other company formed or to be formed, or for or into or in consideration of cash, or partly for or into or in consideration of shares, stock, notes, bonds, debentures, debenture stock and/or other obligations and/or securities as stated above and partly for or into or in consideration of cash; and

(vii) power to approve the substitution of any entity in place of the Bank (or any previous substitute) as the principal debtor in respect of the Preferred Securities.

(d) Subject to Condition 13.7(a), to be passed at a meeting of the Holders duly convened and held in accordance with the provisions of this Condition 13, 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.

13.8 Miscellaneous

(a) 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 Bank 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.

(b) 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.

(c) Any modification or waiver of the Conditions in accordance with this Condition 13 will be effected in accordance with the Applicable Banking Regulations and conditional upon any prior approval from the Competent Authority, to the extent required thereunder.

14. Taxation

14.1 All payments of Distributions and other amounts payable in respect of the Preferred Securities by or on behalf of the Bank 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 in respect of payments of Distributions (but not any Liquidation Preference or other amount), the Bank shall (to the extent such payment can be made on the same basis as for payment of any Distribution in accordance with Condition 4 and subject to the Bank's right to cancel such payment pursuant to Condition 4) pay such additional amounts as will result in Holders receiving such amounts as they would have received in respect of such Distributions had no such withholding or deduction been required.

14.2 The Bank shall not be required to pay any additional amounts in relation to any payment in respect of Preferred Securities:

(a) 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 Preferred Securities by reason of his having some connection with the Kingdom of Spain other than:

(i) the mere holding of Preferred Securities; or

(ii) the receipt of any payment in respect of Preferred Securities; or

(b) where taxes are imposed by the Kingdom of Spain that are (i) any FTT, 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 Preferred Security, of a custodian, collection agent, person or entity acting on its behalf or similar person in relation to such Preferred Security; or

(c) 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

(d) to, or to a third party on behalf of, a Holder in respect of whom the Bank (or an agent acting on behalf of the Bank) 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 Preferred Securities 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 Bank (or an agent acting on behalf of the Bank) does not receive such information concerning such Holder's identity and tax residence as may be required in order to comply with the procedures that may be implemented to comply with a change in law or any interpretation of Royal Decree 1065/2007 that may be issued by the Spanish General Directorate of Taxes (*Dirección General de Tributos*) through the publication of a binding ruling (*consulta vinculante*).

Notwithstanding any other provision of these Conditions, any amounts to be paid by the Bank on the Preferred Securities 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 or replaced from time to time (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.

For the purposes of this Condition 14:

"**Relevant Date**" means, in respect of any payment, the date on which such payment first becomes due, and is available for payment to Holders, notice to that effect is duly given to the Holders in accordance with Condition 15 below; and

"**Kingdom of Spain**" means the Kingdom of Spain or any political subdivision thereof or any authority or agency therein or thereof having power to tax.

15. Notices

The Bank 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 Preferred Securities are for the time being listed and/or admitted to trading.

So long as the Preferred Securities are listed and admitted to trading on AIAF, to the extent required by the applicable regulations, the Bank shall ensure that (i) the communication of all notices will be made public to the market through announcements of inside information (*comunicación de información privilegiada*) or of other relevant information (*comunicación de otra información relevante*), as the case may be, 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*).

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 Bank may approve.

In addition, so long as the Preferred Securities are represented by book-entries in Iberclear, all notices to Holders shall be made through Iberclear for on transmission to their respective accountholders.

16. **Prescription**

To the extent that Article 950 of the Spanish Commercial Code (*Código de Comercio*) applies to the Preferred Securities, claims relating to the Preferred Securities will be extinguished unless such claims are duly made within three years of the Relevant Date.

17. **Governing Law and Jurisdiction**

17.1 **Governing law**

The Preferred Securities and any non-contractual obligations arising out of or in connection with the Preferred Securities shall be governed by, and construed in accordance with, Spanish law.

17.2 **Submission to jurisdiction**

a) Subject to Condition 17.2.c) below, the courts of the city of Barcelona, Spain, have exclusive jurisdiction to settle any disputes arising out of or in connection with the Preferred Securities, including without limitation any dispute as to their existence, validity, interpretation, performance, breach or termination or the consequences of their nullity and any dispute relating to any non-contractual obligations arising out of or in connection with the Preferred Securities (a "**Dispute**") and, accordingly, each of the Bank and the Holders submits any suit, action or proceeding in relation to any Dispute to the exclusive jurisdiction of such courts.

b) For the purposes of this Condition 17.2, the Bank irrevocably waives any objection to the courts of the city of Barcelona, Spain, on the grounds that they are an inconvenient or inappropriate forum to settle any Dispute.

c) The Holders may, in respect of any Dispute or Disputes, bring (i) suits, actions or proceedings in (a) any courts of a member state of the European Union to the extent that they would be competent to hear the Dispute according to the rules of the Brussels Ia Regulation or (b) any courts of states that are parties to the Lugano II Convention to the extent that they would be competent to hear the Dispute according to the rules thereof; and (ii) to the extend permitted by law, concurrent suits, actions or proceedings in any number of such jurisdictions.

   In this Clause 17.2.c):

   "**Brussels Ia Regulation**" means Regulation (EU) No 1215/2012 of the European Parliament and of the Council of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters, as amended; and

   "L**ugano II Convention**" means the Convention on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters, signed on 30 October 2007.

USE AND ESTIMATED NET AMOUNT OF PROCEEDS

The estimated net amount of the proceeds of the issue of the Preferred Securities is €496,419,000. CaixaBank intends to use the net proceeds from the issue of the Preferred Securities for the general corporate and financing purposes of the Group and to further strengthen its capital base and capital adequacy ratios.

See "*Additional Information—Expenses related to the admission to trading*" for the estimated expenses related to the admission of the Preferred Securities.

TAXATION

SPANISH TAX CONSIDERATIONS

The following summary describes the main Spanish tax implications arising in connection with the acquisition and holding of the Preferred Securities by individuals or entities who are the beneficial owners of the Preferred Securities, in connection with the conversion of the Preferred Securities into Ordinary Shares and the holding of the Ordinary Shares. 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 of the Preferred Securities 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 Preferred Securities are initially registered for clearance and settlement in Iberclear.

Prospective purchasers of the Preferred 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 Preferred Securities.

This information has been prepared in accordance with the following Spanish tax legislation in force at the date of this Prospectus and is subject to any change in law that may take effect after such date:

(a) of general application, Additional Provision One 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 (as amended, "**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**"), along with Law 19/1991, of 6 June, on Wealth Tax (as amended, the "**Wealth Tax Law**") and Law 29/1987, of 18 December, on Inheritance and Gift Tax (as amended, the "**Inheritance and Gift Tax Law**"), and 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, the "**Solidarity Tax on Wealth Law**");

(c) for legal entities resident for tax purposes in Spain which are Corporate Income Tax ("**CIT**") taxpayers, Law 27/2014, of 27 November, on CIT (as amended, 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, the "**NRIT Law**") and Royal Decree 1776/2004, of 30 July, promulgating the NRIT Regulations (as amended, the "**NRIT Regulations**"), along with the Wealth Tax Law, the Inheritance and Gift Tax Law and the Solidarity Tax on Wealth Law.

This analysis only takes into account Spanish legislation applicable in the common territory of Spain, without prejudice to the regional tax regimes of Concert and Economic Agreement in force, respectively, in the historical territories of the Basque Country and in Navarra (*Comunidad Foral de Navarra*), or those other exceptional ones that may be applicable by the specific characteristics of the relevant investors. The Basque Country and Navarre have approved their own legislation in this regard.

<u>Taxation of the Preferred Securities</u>

Indirect taxation

The acquisition and transfer of Preferred Securities are exempt from indirect taxes in Spain, i.e. exempt from Transfer Tax, Stamp Duty and Value Added Tax, under the terms and with the exemption set out in Article 338 of the Securities Markets and Investment Services Act.

Direct taxation

The Issuer understands that the Preferred 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.

(a) Individuals with tax residency in Spain

PIT (Impuesto sobre la Renta de las Personas Físicas)

Both interest periodically received and income derived from the transfer, redemption or repayment of the Preferred 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. Such rate is currently 19% for taxable income up to €6,000.00; 21% for taxable income between €6,000.01 and €50,000.00, 23% for taxable income between €50,000.01 and €200,000.00, 27% for taxable income between €200,000.01 and €300,000.00 and 30% for taxable income in excess of €300,000.00.

Please note that depending on the autonomous region (*comunidad autónoma*) where the investor is resident, different tax rates may apply.

Income from the transfer of the Preferred 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. When calculating the net income, expenses related to the management and deposit of the Preferred Securities are deductible, excluding those pertaining to discretionary or individual portfolio management.

Negative income derived from the transfer of the Preferred 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 upon the remaining homogeneous securities are transferred.

Currently, a 19% withholding on account of final PIT is imposed by the Issuer on interest payments as well as on income derived from the redemption or repayment of the Preferred Securities.

However, income derived from the transfer of the Preferred Securities is not subject to withholding on account of PIT provided that the Preferred Securities are:

(i) Uncertificated or in a dematerialised book-entry form (*anotaciones en cuenta*); 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 Preferred Securities takes place within the 30-day period prior to the moment when such interest is due if the following requirements are met:

(i) the acquirer is a non-resident in Spain for tax purposes or a CIT taxpayer; and

(ii) the interest accrued derived from the Preferred Securities being transferred is exempt from withholding tax.

In any event, the individual holder may credit the withholding tax applied by the Issuer against his or her final PIT liability for the relevant tax year.

Reporting Obligations

The Issuer will comply with the reporting obligations set forth in the Spanish tax laws with respect to beneficial owners of the Preferred Securities that are individuals resident in Spain for tax purposes.

Wealth Tax (Impuesto sobre el Patrimonio) and Solidarity Tax on Wealth (Impuesto Temporal de Solidaridad de Grandes Fortunas)

Individuals with tax residency in Spain are 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*)). For these purposes, the average value of the Preferred Securities during the last quarter of each fiscal year is included in the tax base of the Wealth Tax. Wealth Tax rates range between 0.2% and 3.5%, although the final tax rates may vary depending on any applicable regional tax laws; some reductions and tax credits may apply.

In addition, the Solidarity Tax on Wealth Law, approved by Law 38/2022, may apply, under certain conditions, to those residents in an autonomous region where the Wealth Tax does not reach certain limits.

The rates of the Solidarity Tax are:

Taxable base up to (Euros)	Tax due (Euros)	Rest of taxable base (Euros)	Rate
0.00	0.00	3,000,000.00	0%
3,000,000.00	0.00	2,347,998.03	1.7%
5,347,998.03	39,915,97	5,347,998.03	2.1%
10,695,996.06	152,223,93	Any excess	3.5%

Note that the regulation lays down a minimum exempt amount of €700,000 which means that its effective impact, in general, occurs when the net wealth, not tax exempt, is greater than €3,700,000.

The net tax liability accrued for the Solidarity Tax on Wealth is reduced, in addition to the amount of the deductions and allowances set forth in the Wealth Tax Law, by the amount of the net tax liability effectively paid pursuant to the Wealth Tax.

Although the Solidarity Tax on Wealth was initially designed to be temporary, its application has been indefinitely extended, pursuant to the Fifth Additional Provision of Royal Decree-Law 8/2023 of December 27, until a revision of Spanish wealth taxation takes place in the context of a reform of the Spanish regional financing system.

Prospective investors are advised to seek their own professional advice in this regard.

Inheritance and Gift Tax (Impuesto sobre Sucesiones y Donaciones)

Individuals resident for tax purposes in Spain who acquire ownership or other rights over any Preferred Securities by inheritance, gift or legacy are subject to the Inheritance and Gift Tax in accordance with the applicable Spanish regional or state rules. The effective tax rate depends on specific factors, such as his/her wealth and the degree of kinship with the deceased or the donor, subject to the specific rules approved in the Spanish autonomous region of his/her tax residency. As a result, the effective tax rates may vary from 0% to 81.6%.

(b) Spanish tax resident legal entities

CIT (Impuesto sobre Sociedades)

Accounting income is subject to CIT, generally at a 25% flat tax rate. In this regard, interest accrued, income derived from the transfer, redemption or repayment of the Preferred Securities and, in certain cases, mark-to-market adjustments, when recorded for accounting purposes are included in the CIT taxable base.

However, this general rate does not apply to all corporate income taxpayers. Special rates apply in respect of certain types of entities (*inter alia*, banking institutions are taxed at a 30% rate, qualifying collective investment undertakings, at a 1%, or pension funds at a 0%).

No withholding on account of CIT is levied on interest payments or on income derived from the redemption or repayment of the Preferred Securities by Spanish CIT taxpayers provided that certain requirements are met (including that the Iberclear Members that have the Preferred 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 the Issuer, 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*".

To the extent that such requirements are not met, such interest and income paid by the Issuer are subject to withholding on account of CIT at the then-applicable rate (currently set at 19%).

However, in accordance with Article 61.q of the CIT Regulations, there is no obligation to levy withholding tax on income derived from the transfer of the Preferred Securities obtained by Spanish CIT taxpayers (which include Spanish tax resident investment funds and Spanish tax resident pension funds) provided that the Preferred Securities are:

(i) Uncertificated or in a dematerialised book-entry form (*anotaciones en cuenta*); and

(ii) negotiated in a Spanish official secondary market (*mercado secundario oficial*), such as AIAF.

Reporting Obligations

The Issuer will comply with the reporting obligations set forth in the Spanish tax laws with respect to beneficial owners of the Preferred Securities that are legal persons or entities resident in Spain for tax purposes.

Wealth Tax (Impuesto sobre el Patrimonio) and Solidarity Tax on Wealth (Impuesto Temporal de Solidaridad de Grandes Fortunas)

Legal entities resident in Spain for tax purposes that acquire ownership or other rights over the Preferred Securities are not subject to Spanish Wealth Tax nor to Solidarity Tax on Wealth.

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 Preferred Securities by inheritance, gift or legacy are not subject to the Inheritance and Gift Tax, but generally must include the market value of the Preferred Scurities 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 Preferred Securities through a permanent establishment in Spain*

Non-resident Income Tax (Impuesto sobre la Renta de no Residentes)

If the Preferred 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 Preferred Securities are, generally, the same as those set forth above for Spanish CIT taxpayers. See *"—Spanish tax resident legal entities –CIT (Impuesto sobre Sociedades)*".

Ownership of the Preferred 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

The Issuer will comply with the reporting obligations set forth under Spanish tax laws with respect to beneficial owners of the Preferred Securities that are individuals or legal entities not resident in Spain for tax purposes and that act with respect to the Preferred Securities through a permanent establishment in Spain.

(ii) *Investors that are not resident in Spain for tax purposes, not acting in respect of the Preferred 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 Preferred Securities and income derived from the transfer, redemption or repayment of the Preferred Securities, obtained by individuals or entities who are not resident in Spain for tax purposes and who do not act, with respect to the Preferred Securities, through a permanent establishment in Spain, are exempt from NRIT and therefore no withholding on account of NRIT is levied on such income provided the Preferred Securities are listed in an organized secondary market, and in respect of interest payments made by the Issuer under the Preferred Securities, that the Iberclear Members that have the Preferred 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 the Issuer, in a timely manner, with a duly executed and completed Payment Statement, as defined below, as set forth in Article 44.4 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 the Issuer in a timely manner in respect of a payment of interest under the Preferred Securities, the Issuer shall withhold Spanish withholding tax at the applicable rate (currently, 19%) on such payment of income on the Preferred Securities and the Issuer will not pay additional amounts with respect to any such withholding tax.

A beneficial owner who is not resident in Spain for tax purposes and entitled to an exemption from NRIT, but to whom a Spanish withholding tax is levied due to a failure on the delivery of a duly executed and completed Payment Statement to the Issuer, is entitled to a refund of the amount withheld, if the Issuer 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 Preferred 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 Solidarity Tax on Wealth (Impuesto Temporal de Solidaridad de Grandes Fortunas)

Individuals not resident in Spain are exempt from Wealth Tax in respect of the Preferred Securities provided income deriving from the preferred Securities 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.

If the exemptions do not apply, individuals non-resident, for tax purposes, in Spain are subject to Wealth Tax on the assets and rights which are located, can be exercised or must be fulfilled, in Spain; the applicable rates ranging between 0.2% and 3.5% although some reductions may apply. The non-resident individual may apply the rules approved by the autonomous region where his/her assets and rights with more value (i) are located, (ii) can be exercised or (iii) must be fulfilled. As such, prospective investors should consult their tax advisers.

Moreover, individuals not resident, for tax purposes, in Spain are subject to the Solidarity Tax on Wealth for those properties and rights that are located in Spain, or that can be exercised within the Spanish territory when the highest value of their assets and rights are located, can be exercised or must be fulfilled on an autonomous region where the Wealth Tax is partial or fully exempt.

However, an exemption from Solidarity Tax on Wealth in respect of the Preferred Securities which income is exempt from NRIT should also apply.

Regarding the rates of the Solidarity Tax on Wealth, please, refer to section "*Individuals with tax residency in Spain - PIT (Impuesto sobre la Renta de las Personas Físicas) - Wealth Tax (Impuesto sobre el Patrimonio) and Solidarity Tax on Wealth (Impuesto Temporal de Solidaridad de Grandes Fortunas)*".

As previously detailed, the net tax liability accrued for the Solidarity Tax on Wealth will be reduced, in addition to the amount of the deductions and allowances set forth in Wealth Tax Law, by the amount of the net tax liability effectively paid pursuant to the Wealth Tax.

Prospective investors are advised to seek their own professional advice in this regard.

Corporations not resident in Spain for tax purposes are not subject to Wealth Tax or Solidarity Tax on Wealth, but may be subject to NRIT.

Inheritance and Gift Tax (Impuesto sobre Sucesiones y Donaciones)

Individuals not resident in Spain for tax purposes who acquire ownership or other rights over the Preferred Securities by inheritance, gift or legacy are subject to inheritance and gift tax in accordance with Spanish legislation.

The applicable rules are those corresponding to the relevant autonomous regions according to law.

Please note that individuals resident for tax purposes in a country with which Spain has entered into a treaty for the avoidance of double taxation in relation to inheritance and gift tax may benefit from the provisions of such treaty.

Corporations not resident in Spain for tax purposes are not subject to Inheritance and Gift tax.

(d) Compliance with certain requirements in connection with income payments

As described under "*Spanish tax resident legal entities—CIT (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 the Issuer in respect of the Preferred Securities for the benefit of Spanish CIT taxpayers, or for the benefit of investors not resident in Spain for tax purposes are not subject to withholding tax in Spain, provided that the Iberclear Members that have the Preferred 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 the Issuer, 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 Preferred Securities.

(ii) The date on which the relevant payment is made.

(iii) Total amount of the income paid by the Issuer.

(iv) Amount of the income corresponding to individual residents in Spain that are PIT taxpayers.

(v) 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 the Issuer in a timely manner in respect of a payment of income made by the Issuer under the Preferred 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 the Issuer 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.

Prospective investors should note that the Issuer 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 Preferred Securities. Accordingly, the Issuer is not 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 the Issuer. Moreover, the Issuer will not pay any additional amounts with respect to any such withholding tax.

(e) Conversion of the Preferred Securities into Ordinary Shares

Individuals with tax residency in Spain

Income earned on the conversion of the Preferred Securities to Ordinary Shares, computed as the difference between the Conversion Price of the newly-issued Ordinary Shares received and the acquisition or subscription value of the Preferred Securities delivered in exchange, are considered as 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.

Also, ancillary acquisition and disposal charges are taken into account, insofar as adequately evidenced, in calculating the income obtained.

Any income obtained in the conversion will not be subject to withholding tax.

The tax treatment will be the one referred to under "*Tax treatment of the Preferred Securities – Individuals with tax residency in Spain – PIT (Impuesto sobre la Renta de las Personas Físicas)*".

Spanish tax resident legal entities

Income derived from the conversion of the Preferred Securities computed as the difference between the Conversion Price of the newly-issued Ordinary Shares received and the book value of the Preferred Securities delivered in exchange is included in the tax base for CIT purposes.

Such income is subject to CIT at the general rate applicable from time to time (currently 25%) in accordance with the rules for this tax. Any income derived from the conversion will not be subject to withholding tax.

The tax treatment will be the one referred to under "*Tax treatment of the Preferred Securities – Spanish tax resident legal entities – CIT (Impuesto sobre Sociedades)".*

Individuals and legal entities that are not tax resident in Spain

(i) *Investors not resident in Spain acting through a permanent establishment in Spain*

Investors not resident, for tax purposes, in Spain operating through a permanent establishment in Spain are subject to the same tax treatment that applies to Spanish CIT taxpayers.

(ii) *Investors not resident in Spain not acting though a permanent establishment in Spain*

Income obtained by investors not resident, for tax purposes, in Spain, not acting through a permanent establishment in Spain, are subject to NRIT on the conversion of the Preferred Securities to Ordinary Shares on the difference between the Conversion Price of the newly-issued Ordinary Shares received and the book value of the Preferred Securities delivered in exchange. Such income will be exempt from NRIT and from withholding tax on account of NRIT.

The tax treatment applicable to the income obtained is described above under "*Tax treatment of the Preferred Securities – Individuals and legal entities that are not tax resident in Spain*".

Taxation on ownership and transfer of the Ordinary Shares

Indirect Taxation

The subscription, acquisition and any subsequent transfer of the Ordinary Shares will be exempt from Transfer Tax, Stamp Duty and Value Added Tax, under the terms and with the exemption set out in Article 338 of the Securities Markets and Investment Services Act.

Direct Taxation

(a) Individuals with tax residency in Spain

PIT (Impuesto sobre la Renta de las Personas Físicas)

(i) Taxation on dividends

The PIT Law considers as savings income, inter alia, dividends, shares in profits, consideration paid for attendance at shareholders' meetings, income from the creation or assignment of rights of use or enjoyment of the shares and any other income received in his capacity as shareholder.

Savings income is reduced by any administration and custody expenses (but not by those incurred in discretionary or individualised portfolio management). The net amount is included in the relevant Spanish holder's savings taxable base and taxed at the tax rate applicable from time to time, currently 19% for taxable income up to €6,000.00, 21% for taxable income between €6,000.01 and €50,000.00, 23% for taxable income between €50,000.01 and €200,000.00, 27% for taxable income between €200,000.01 and €300,000.00, and 30% for taxable income in excess of €300,000.00.

The payment of dividends or any other distribution is generally subject to a withholding tax at the rate of 19%. Such withholding tax is creditable from the final PIT liability, and if the amount of tax withheld is greater than the amount of the final PIT liability for the fiscal year, the taxpayer is entitled to a refund of the excess withheld.

(ii) Taxation on capital gains and losses

Gains or losses generated by a holder resident, for tax purposes, in Spain, as a result of the transfer of listed shares which represent a participation in a company's equity, are subject to PIT. The capital gain or loss equals the difference between the shares tax basis (acquisition price plus any fees or taxes incurred) and the transfer value, which is the listed value of the share as of the transfer date or, if higher, the agreed transfer price (less any fees or taxes incurred).

Capital gains arising from the transfer of shares are included in the Spanish tax-resident holder's Spain savings taxable base corresponding to the period when the transfer takes place. Losses may offset capital gains. The savings base is taxed at the tax rate applicable from time to time, currently 19% for taxable income up to €6,000.00, 21% for taxable income between €6,000.01 and €50,000.00, 23% for taxable income between €50,000.01 and €200,000.00, 27% for taxable income between €200,000.01 and €300,000.00, and 30% for taxable income in excess of €300,000.00. Capital gains arising from the transfer of shares are not subject to withholding tax on account of PIT.

Losses arising from the transfer of shares admitted to trading on certain official stock exchanges will not be treated as capital losses if securities of the same kind have been acquired during the period between two months before and two months after the date of the transfer which originated the loss. In these cases, the capital losses are included in the taxable base upon the transfer of the remaining shares of the taxpayer.

Wealth Tax (Impuesto sobre el Patrimonio) and Solidarity Tax on Wealth (Impuesto Temporal de Solidaridad de Grandes Fortunas)

Individuals with tax residency in Spain are 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 Ordinary Shares 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, individuals with tax residency in Spain will also be subject to the Solidarity Tax on Wealth. As detailed above, in general terms, this tax applies, under certain conditions, to those residents in an autonomous region where the Wealth Tax is partially or fully exempt.

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.

Regarding the rates of the Solidarity Tax on Wealth, please, refer to section "*Individuals with tax residency in Spain-PIT (Impuesto sobre la Renta de las Personas Físicas)-Wealth Tax (Impuesto sobre el Patrimonio) and Solidarity Tax on Wealth (Impuesto Temporal de Solidaridad de Grandes Fortunas*)".

The net tax liability accrued for the Solidarity Tax on Wealth is reduced, in addition to the amount of the deductions and allowances set forth in Wealth Tax Law, by the amount of the net tax liability effectively paid pursuant to the Wealth Tax.

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 Ordinary Shares by inheritance, gift or legacy are subject to inheritance and gift tax in accordance with the applicable Spanish regional or state rules. The effective tax rate would depend on specific factors, such as his/her wealth and the degree of kinship with the deceased or the donor, subject to the specific rules approved in the Spanish autonomous region of his/her tax residency. As a result, the effective tax rates may vary from 0% to 81.6%.

(b) Legal entities with tax residency in Spain and non-Spanish resident investors acting through a permanent establishment in Spain to which the Ordinary Shares are attributable

CIT (Impuesto sobre Sociedades)

(i) Taxation on dividends

According to article 10 of the CIT Law, dividends from the Issuer or a share of the Issuer's profits received by CIT taxpayers, or by NRIT taxpayers who operate, with respect to the Issuer's shares, through a permanent establishment in Spain, to which such shares are attributable, less any expenses inherent to holding the shares, shall be included in the CIT taxable base generally following accounting rules. The general CIT tax rate is currently 25% (30% in case of banking institutions). Special rates apply in respect of certain types of entities (such as qualifying collective investment undertakings).

Dividends or profit distributions in respect of the shares obtained by Spanish CIT taxpayers that: (i) hold, directly or indirectly, at least, 5% in the Issuer's share capital; and (ii) hold such participation without interruption for, at least, one year prior to the relevant distribution date or it commits to hold the participation for the time needed to complete such one-year holding period, will enjoy an exemption, with a 5% claw back included in the CIT base.

In case the Issuer obtains dividends, profit distributions or income derived from transfer of shares in entities in an amount higher than 70% of the Issuer's income, this exemption shall only be applicable provided that certain additional requirements are fulfilled. Mainly, Spanish CIT taxpayers must have an indirect stake in those entities that complies with the requirements described in the previous paragraph. Certain exceptions to this rule apply if those entities comply with the requirements of Article 42 of the Spanish Commercial Code of 22 August 1885 (as amended, the "**Spanish Commercial Code**"), for being part of the same group of companies of the Issuer and prepare consolidated financial statements.

Prospective investors should consult their own tax advisers in order to determine whether those requirements are complied with by the relevant corporate Spanish Holders.

Should that be the case and provided that the minimum one-year holding period requirement is complied with on the distribution date, dividends are not subject to withholding tax. Otherwise, dividends will be taxed at the applicable CIT tax rate of the taxpayer and a 19% withholding will apply. This CIT withholding will be credited against the taxpayer's annual CIT due, and if the amount of tax withheld is greater than the amount of the annual CIT due, the taxpayer will be entitled to a refund of the excess withheld.

(ii) Taxation of capital gains and losses

The gain or loss arising on transfer of the shares or from any other change in net worth relating to the shares are included in the tax base of CIT taxpayers, or of NRIT taxpayers who operate through a permanent establishment in Spain to which such shares are attributable, in the manner contemplated in Section 10 of the CIT Law, being taxed generally at a rate of 25% (30% in case of banking institutions). Special rates apply in respect of certain types of entities (such as qualifying collective investment undertakings).

CIT payers that: (i) hold, directly or indirectly, at least 5% in the Issuer's share capital; and (ii) hold such participation without interruption for at least one year prior to the relevant transfer date, capital gains will enjoy an exemption, with a 5% claw-back included in Spanish CIT base in accordance with the general rules. Otherwise, capital gains are taxed at the applicable tax rate of the taxpayer.

In case the Issuer obtains dividends, profit distributions or income derived from transfer of shares in entities in an amount higher than 70% of the Issuer's income, this exemption only applies provided certain additional requirements are fulfilled. Mainly, Spanish CIT taxpayers must have an indirect stake in those entities that complies with the requirements described in the precedent paragraph. Certain exceptions to this rule apply if those entities comply with the requirements of Article 42 of the Spanish Commercial Code for being part of the same group of companies of the Issuer and prepare consolidated financial statements. Prospective investors should consult their own tax advisers in order to determine whether those requirements are complied with by the relevant corporate Spanish holders.

Deductibility of losses deriving from the transfer of shares is subject to restrictions. Investors are advised to consult their tax advisors or lawyers about the application of such restrictions in their particular case.

Income deriving from share transfers is not subject to withholding on account of CIT.

Wealth Tax (Impuesto sobre el Patrimonio) and Solidarity Tax on Wealth (Impuesto Temporal de Solidaridad de Grandes Fortunas)

Spanish resident legal entities or non-Spanish resident legal entities acting in Spain through a permanent establishment are not subject to Wealth Tax nor to Solidarity Tax on Wealth.

Inheritance and Gift Tax (Impuesto sobre Sucesiones y Donaciones)

Spanish resident legal entities or non-Spanish resident legal entities acting in Spain through a permanent establishment are not subject to Inheritance and Gift Tax. Income obtained through a gift is taxed pursuant to CIT rules.

(c) Non-Spanish resident investors not acting through a permanent establishment in Spain to which the Ordinary Shares are attributable

NRIT (Impuesto sobre la Renta de No Residentes)

(i) Taxation on dividends

Under Spanish law, dividends paid by a company resident in Spain to a holder not resident in Spain for tax purposes are subject to NRIT, and thus the Spanish resident company shall levy a withholding tax on the gross amount of dividends, currently at a tax rate of 19%.

However, certain corporate holders resident in an EU Member State or a State of the EEA (other than (i) a non-cooperative jurisdiction for Spanish tax purposes - in terms of the First Additional Provision of Law 36/2006, of 29 November, on prevention measures and actions against tax fraud, as amended through Law 11/2021, of 9 July; (ii) a State of the European Economic Area not having an effective exchange of tax information agreement with Spain in force; or (iii) acting through a permanent establishment in Spain or outside the EU or a State of the European Economic Area not having an effective exchange of tax information agreement with Spain in force) may be entitled to an exemption from NRIT dividend withholding tax to the extent that they are entitled to the benefits of the NRIT provisions that implement the regime of the Council Directive (EU) 2015/121, of 27 January 2015, amending Directive 2011/96/EU on the common system of taxation applicable in the case of parent companies and subsidiaries of different member states. Such exemption may be available to the extent that:

(a) the recipient of the dividends has held, directly or indirectly, at least 5% of the shares of the distributing entity, without interruption for at least one year prior to the distribution date;

(b) the recipient of the dividend and the Spanish resident company are subject to, and not exempt from, any of the taxes levied on legal entities in member states of the EU, according to article 2(c) of Directive 2011/96/EU of the Council of 30 November 2011, with regard to the regime applicable to parent companies and subsidiaries in different member states, and the permanent establishments are subject to, and not exempt from, taxation in the state in which they are located;

(c) the distribution of profits is not due to the liquidation of the subsidiary company;

(d) the parent and subsidiary companies are incorporated under the laws of a EU member state, under one of the corporate forms set forth in the Annex to Directive 2011/96/EU of the Council of 30 November 2011 on the common system of taxation applicable in the case of parent companies and subsidiaries of different member states, as amended by Directive 2014/86/EU of the Council of 8 July 2014;

(e) the non-Spanish holder qualifies as the beneficial owner of the dividend received; and

(f) the non-Spanish holder provides the relevant tax residency certificate issued by the corresponding tax authorities.

This NRIT participation exemption includes an anti-abuse provision whereby the exemption described above shall not apply in the event that the majority of the voting rights in the EU resident shareholder are directly or indirectly held by individuals or entities who are not resident in the Member State or in a state included in the European Economic Area which has ratified an information exchange agreement in relation to tax matters, except if the EU entity has been incorporated and is operated for valid business reasons and substantial entrepreneurial reasons.

Holders claiming the applicability of such exemption that have not met a minimum one-year holding period as of a given dividend distribution date (but who could meet such requirement afterwards) should be aware that the NRIT Law requires the Issuer to withhold the applicable NRIT on such dividends, and that such holders will need to request a direct refund of such withholding tax from the Spanish tax authorities pursuant to the Spanish refund procedure described below under "Spanish Direct Refund from Spanish tax authorities".

In addition, holders resident in certain countries may be entitled to the benefits of a treaty for the avoidance of double taxation, in effect between Spain and their country of tax residence. Such holders may benefit from a reduced tax rate or an exemption, subject to the satisfaction of any conditions specified in the relevant treaty, including providing evidence of the tax residence of the non-Spanish holder by means of a valid certificate of tax residence within the meaning of the relevant double taxation treaty duly issued by the tax authorities of the country of tax residence of the non-Spanish holder or, as the case may be, the equivalent document specified in the Spanish Order which further develops the applicable treaty.

According to the Order of the Ministry of Economy and Finance of 13 April 2000, upon distribution of a dividend, the Issuer or its paying agent will withhold an amount equal to the tax amount required to be withheld according to the general rules set forth above (e.g., applying the general withholding tax rate of 19%), transferring the resulting net amount to the depositary. For this purpose, the depositary is the financial institution with which the non-Spanish holder has entered into a contract of deposit or management with respect to shares in the Issuer held by such holders. If the depositary of the non-Spanish holder is resident, domiciled or represented in Spain and it provides timely evidence (e.g., a valid certificate of tax residence issued by the relevant tax authorities of the non-Spanish holder's country of residence stating that, for the records of such authorities, the non-Spanish holder is a resident of such country within the meaning of the relevant double taxation treaty, or as the case may be, the equivalent document regulated in the Order which further develops the applicable treaty) of the non-Spanish holder's right to obtain the treaty-reduced rate or the exemption, it will immediately receive the surplus amount withheld, which will be credited to the non-Spanish holder. For these purposes, the relevant certificate of residence must be provided before the tenth day following the end of the month in which the dividends were paid. The tax certificate is generally valid only for a period of one year from the date of issuance and if issued for a specific tax period must refer to the tax period in which the dividend is distributed.

If this certificate of tax residence, or as the case may be, the equivalent document referred to above, is not provided within this time period or if the depositary of the non-Spanish holder is not resident, domiciled or represented in Spain, the non-Spanish holder may subsequently obtain a refund of the amount withheld in excess from the Spanish tax authorities, following the standard refund procedure established by the Royal Decree 1776/2004, promulgating the NRIT Regulations and an Order dated 17 December 2010, as amended.

(ii) Taxation of capital gains

Capital gains derived from the transfer or sale of the shares will be deemed income arising in Spain, and, therefore, are taxable in Spain at a general tax rate of 19%

Capital gains and losses are calculated separately for each transaction. It is not possible to offset losses against capital gains. However, capital gains derived from the transfer of shares in the Issuer will be exempt from taxation in Spain in either of the following cases:

- Capital gains derived from the transfer of the shares on an official Spanish secondary stock market (such as the Barcelona, Madrid, Bilbao or Valencia stock exchanges) by any non-Spanish holder who is tax resident of a country that has entered into a double taxation treaty with Spain containing an "exchange of information" clause. This exemption is not applicable to capital gains obtained by a non-Spanish holder through a country or territory that is defined as a non-cooperative jurisdiction by Spanish regulations.
- Capital gains obtained directly by any non-Spanish holder resident of another EU Member State or indirectly through a permanent establishment of such non-Spanish holder in a EU Member State other than Spain, provided that:
    - the Issuer's assets do not mainly consist of, directly or indirectly, Spanish real estate;
    - during the preceding 12 months in case of individuals non-Spanish holder has not held a direct or indirect interest of at least 25% in the Issuer's capital or net equity;
    - in the case of non-resident legal entities, the transfer fulfils all the requirements to benefit from the exemption on dividends and capital gains established for Spanish resident entities, passed by the CIT Law and described in paragraph (b) under "*Legal entities with tax residency in Spain and non-Spanish resident investors acting through a permanent establishment in Spain to which the Ordinary Shares are attributable – CIT (Impuesto sobre Sociedades)*"; and
    - the gain is not obtained through a country or territory defined as a non-cooperative jurisdiction under applicable Spanish regulations.

  This exemption also applies to capital gains which have not been obtained through a permanent establishment in Spain by individuals and entities resident for tax purposes in member states of the EEA, or permanent establishments of these residents in other member states of the EEA, provided that the requirements set forth in the NRIT Law are met.

- Capital gains realized by holders not resident, for tax purposes, in Spain who benefit from a treaty for the avoidance of double taxation that provides for taxation only in such non-Spanish holder's country of residence.

Holders must submit a Spanish tax form (currently, Form 210) within the time periods set out in the applicable Spanish regulations to settle the corresponding tax obligations or qualify for an exemption. In order for the exemptions mentioned above to apply, a non-Spanish holder must provide a certificate of tax residence issued by the tax authority of its country of residence (which, if applicable, must state that, to the best knowledge of such authority, the non-Spanish holder is resident of such country within the meaning of the relevant double taxation treaty) or equivalent document meeting the requirements of the Order which further develops the applicable double taxation treaty, together with the Spanish tax form. The non-Spanish holder's tax representative in Spain and the depositary of the shares are also entitled to carry out such filing.

The certificate of tax residence mentioned above is generally valid for a period of one year after its date of issuance and must refer to the tax period when the dividend is distributed.

Wealth Tax (Impuesto sobre el Patrimonio) and Solidarity Tax (Impuesto Temporal de Solidaridad de Grandes Fortunas)

Individuals not resident in Spain are exempt from Wealth Tax in respect of the Ordinary Shares provided that income deriving from such shares 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.

If the exemptions do not apply, individuals non-resident, for tax purposes, in Spain are subject to Wealth Tax on their assets and rights which are located, can be exercised or must be fulfilled, in Spain; the applicable rates ranging between 0.2% and 3.5% although some reductions may apply. The non-resident individual may apply the rules approved by the autonomous region where his/her assets and rights with more value (i) are located, (ii) can be exercised or (iii) must be fulfilled. As such, prospective investors should consult their tax advisers.

Moreover, the individuals not resident, for tax purposes, in Spain are subject to the Solidarity Tax on Wealth for those properties and rights that are located in Spain, or that can be exercised within the Spanish territory when the highest value of their assets and rights are located, can be exercised or must be fulfilled on an autonomous region where the Wealth Tax is partial or fully exempt.

However, an exemption from Solidarity Tax on Wealth in respect of the Ordinary Shares which income is exempt from NRIT should also apply.

Regarding the rates of the Solidarity Tax on Wealth, please, refer to section "*Individuals with tax residency in Spain-PIT (Impuesto sobre la Renta de las Personas Físicas)-Wealth Tax (Impuesto sobre el Patrimonio) and Solidarity Tax (Impuesto Temporal de Solidaridad de Grandes Fortunas)*".

The net tax liability accrued for the Solidarity Tax on Wealth will be reduced, in addition to the amount of the deductions and allowances set forth in Wealth Tax Law, by the amount of the net tax liability effectively paid pursuant to the Wealth Tax.

Prospective investors are advised to seek their own professional advice in this regard.

Inheritance and Gift Tax (Impuesto sobre Sucesiones y Donaciones)

Individuals not resident in Spain for tax purposes who acquire ownership or other rights over the Preferred Securities by inheritance, gift or legacy are subject to inheritance and gift tax in accordance with Spanish legislation.

The applicable rules are those corresponding to the relevant autonomous regions according to the law.

Please note that individuals resident for tax purposes in a country with which Spain has entered into a treaty for the avoidance of double taxation in relation to inheritance and gift may benefit from the provisions of such treaty.

Corporations not resident in Spain for tax purposes are not subject to Inheritance and Gift tax., but may be subject to NRIT.

Spanish direct refund from Spanish tax authorities

Beneficial owners entitled to receive income payments in respect of the Preferred Securities or in respect of the Ordinary Shares free of Spanish withholding taxes or at the reduced withholding tax rate contained in any applicable double taxation treaty, but in respect of whom income payments have been made net of Spanish withholding tax at the general withholding tax rate, may apply directly to the Spanish tax authorities for any refund to which they may be entitled.

Beneficial owners may claim any excess amount withheld by the Issuer from the Spanish Treasury following the 1 February of the calendar year following the year in which the relevant payment date takes place, and within the first four years following the last day on which the Bank may pay any amount so withheld to the Spanish Treasury (which is generally the 20th calendar day of the month immediately following the relevant payment date), by filing with the Spanish tax authorities (i) the relevant Spanish tax form, (ii) proof of beneficial ownership, and (iii) a certificate of residence issued by the tax authorities of the country of tax residence of such beneficial owner, among other documents.

For further details, prospective holders should consult their tax advisors.

THE PROPOSED FINANCIAL TRANSACTIONS TAX (THE EU FTT)

On 14 February 2013, the European Commission published a proposal (the "Commission's Proposal") for a Directive for a common EU FTT in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia (the participating Member States). However, Estonia has since stated that it will not participate.

The Commission's Proposal has very broad scope and could, if introduced, apply to certain dealings in the Preferred Securities (including secondary market transactions) in certain circumstances.

Under the Commission's Proposal the EU 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 Preferred 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) when the financial instrument which is subject to the dealings is issued in a participating Member State.

In the ECOFIN meeting of 17 June 2016, the EU FTT was discussed between the EU Member States. It has been reiterated in this meeting that participating Member States envisage introducing an FTT by the so-called enhanced cooperation process.

The proposed Directive defines how the EU FTT would be implemented in participating Member States. It involves a minimum 0.1% tax rate for transactions in all types of financial instruments, except for derivatives that would be subject to a minimum 0.01% tax rate.

On 3 December 2018, the finance ministers of France and Germany outlined a joint proposal for a limited FTT based on a system already in place in France. Under the new proposal, the tax obligation would apply only to transactions involving shares issued by domestic companies with a market capitalization of over €1 billion.

However, the Commission's Proposal remains subject to negotiation between participating Member States and the scope of any such tax is uncertain. It may therefore be altered prior to any implementation, the timing of which remains unclear. Additional EU Member States may decide to participate and participating Member States may decide not to participate.

Prospective holders of the Preferred Securities are advised to seek their own professional advice in relation to the EU FTT.

<u>The Spanish financial transactions tax</u>

The Spanish Financial Transaction Tax ("**FTT**") Law was approved on 7 October 2020 and 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 (i.e. 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 on 1 December of the year prior to the acquisition, regardless of the jurisdiction of residence of the parties involved in the transaction. The taxpayers are the financial traders that transfer or execute the purchase order and have to submit an annual tax return. The tax basis is the price paid for the shares excluding expenses and fees.

The list of the Spanish companies with a market capitalization exceeding €1 billion at 1 December of each year will be published on the Spanish tax authorities' website before 31 December each year. The Issuer was included in the list published in December 2024, so onerous acquisitions of the Issuer's shares carried out during 2025 would fall within the scope of the Spanish FTT.

FTT does not apply to the acquisition of bonds or debt securities even if they are linked to Spanish listed shares. However, the acquisition of shares upon conversion or exchange of the securities and any future acquisition of such shares would be subject to FTT (although the acquisition of shares in the primary market upon conversion or exchange should be exempt from Spanish FTT), in which case (if payable) will be borne by the relevant holder. In that case, the tax basis would be the value included in the document where the securities were issued.

The entity obliged to make the relevant filings with the Tax Authorities is, as a general rule, the financial intermediary involved in the transaction which may recharge the cost to the purchaser or recipient of the shares. In case FTT is due, the Issuer will not compensate or indemnify holders of the Preferred Securities in relation to that tax.

Prospective holders of the Preferred Securities are advised to seek their own professional advice in relation to the 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. The Issuer may be a foreign financial institution for these purposes. A number of jurisdictions (including the jurisdiction of the Issuer) 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 Preferred Securities, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Preferred 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 Preferred Securities, such withholding would not apply prior to the date that is two years after the date on which final regulations defining "foreign passthru payments" are published in the U.S. Federal Register. Holders should consult their own tax advisors regarding how these rules may apply to their investment in the Preferred Securities. In the event any withholding would be required pursuant to FATCA or an IGA with respect to payments on the Preferred Securities, neither the Issuer nor any other person will be required to pay any additional amounts in respect of FATCA 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 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 Prospectus.

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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 the issuer.

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 segregado) ………………………………………………………………..

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

Pursuant to the terms and conditions set forth in a subscription agreement dated 16 September 2025 (the "**Subscription Agreement**"), the Bank agreed to issue the Preferred Securities on the Closing Date, and the Joint Lead Managers agreed to procure subscribers, or (with the exception of CaixaBank) subscribe and pay for the Preferred Securities on the Closing Date at their issue price of 100% of the aggregate principal amount.

The Bank paid to the Joint Lead Managers a customary combined management and underwriting commission.

The Subscription Agreement provides that the Bank will indemnify each Joint Lead Manager against certain liabilities.

The Preferred Securities are newly issued securities for which there is currently no market. The Issuer will use all reasonable endeavors to procure that the Preferred Securities are admitted to listing on AIAF within 30 days of the Closing Date and to maintain such admission until none of the Preferred Securities is outstanding.

SELLING RESTRICTIONS

General

Each Joint Lead Manager has represented, warranted and agreed that it has complied and will comply with all applicable laws and regulations in each country or jurisdiction in or from which it purchases, offers, sells or delivers Preferred Securities or possesses, distributes or publishes this Prospectus or any related offering material, in all cases at its own expense. Other persons receiving this Prospectus are required by the Issuer and the Joint Lead Managers to comply with all applicable laws and regulations in each country or jurisdiction in or from which they purchase, offer, sell or deliver Preferred Securities or possess, distribute or publish this Prospectus or any related offering material, in all cases at their own expense.

United States of America

The Preferred Securities have not been and will not be registered under the Securities Act and have not been and may not be offered, sold or delivered 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. Capitalized terms used in this paragraph have the meanings given to them under Regulation S.

The Preferred Securities are subject to U.S. tax law requirements and have not been 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. Treasury Regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986 and regulations thereunder.

Each of the Joint Lead Managers has agreed that, except as permitted by the Subscription Agreement, it has not offered, sold or delivered the Preferred Securities (a) as part of their distribution at any time or (b) otherwise until 40 days after the later of the commencement of the offering of the Preferred Securities and the Closing Date within the United States or to, or for the account or benefit of, U.S. persons and that it will have sent to each dealer to which it sells any Preferred Securities during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Preferred Securities within the United States or to, or for the account or benefit of, U.S. persons. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

In addition, until 40 days after the commencement of the offering of the Preferred Securities, an offer or sale of Preferred Securities within the United States by any dealer that is not participating in the offering of the Preferred Securities may violate the registration requirements of the Securities Act.

Spain

Each of the Joint Lead Managers has represented and agreed that the Preferred Securities may not be offered or sold in Spain other than by institutions authorised under the Securities Markets and Investment Services Act, and related legislation, to provide investment services in Spain and, as agreed between the Issuer and the Joint Lead Managers, offers of the Preferred Securities in Spain shall only be directed specifically at or made to professional investors (*clientes profesionales*) as defined in Article 194 of the Securities Markets and Investment Services Act and Article 112 of Royal Decree 813/2023, of 8 November (as amended from time to time) or eligible counterparties (*contrapartes elegibles*) as defined in Article 196 of the Securities Markets and Investment Services Act.

Prohibition of Sales to EEA Retail Investors

Each Joint Lead Manager has represented and agreed that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Preferred Securities to any retail investor in the European Economic Area. For these purposes, 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.

United Kingdom

Each Joint Lead Manager has represented and agreed that:

(i) ***Financial promotion***: it has only communicated or caused to be communicated and will only communicate or cause to be communicated any 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 Preferred Securities in circumstances in which section 21(1) of the FSMA would not, if the Issuer were not an authorised person, apply to the Issuer; and

(ii) ***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 Preferred Securities in, from or otherwise involving the United Kingdom.

Prohibition of Sales to UK Retail Investors

Each Joint Lead Manager has represented and agreed that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Preferred Securities to any retail investor in the United Kingdom. For these purposes, the expression "**retail investor**" means a person who is one (or more) of the following:

(i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of the domestic law of the United Kingdom by virtue of the EUWA; or

(ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as 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 United Kingdom by virtue of the EUWA.

Singapore

Each Joint Lead Manager has acknowledged that this Prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, each Joint Lead Manager has represented and agreed that it has not offered or sold any Preferred Securities or caused the Preferred Securities to be made the subject of an invitation for subscription or purchase and will not offer or sell any Preferred Securities or cause the Preferred Securities to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, this Prospectus or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Preferred Securities, whether directly or indirectly, to any person in Singapore other than (i) to an institutional investor (as defined in Section 4A of the Securities and Futures Act 2001 of Singapore, as modified or amended from time to time (the "**SFA**")) pursuant to Section 274 of the SFA or (ii) to an accredited investor (as defined in Section 4A of the SFA)pursuant to, and in accordance with the conditions specified in Section 275 of the SFA.

Republic of Italy

The offering of the Preferred Securities has not been registered pursuant to Italian securities legislation and, accordingly, each Joint Lead Manager has agreed that no Preferred Securities may be offered, sold or delivered, nor may copies of this Prospectus or of any other offering material relating to the Preferred Securities be distributed in the Republic of Italy, except:

(i) 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

(ii) 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.

Any offer, sale or delivery of the Preferred Securities or distribution of copies of this Prospectus or any other document relating to the Preferred Securities in the Republic of Italy under (i) or (ii) above must:

(i) be made by an investment firm, bank or financial intermediary permitted to conduct such activities in the Republic of 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

(ii) 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 Italian Consolidated Banking Act and the implementing guidelines of the Bank of Italy, as amended from time to time) and/or any other Italian authority.

Hong Kong

Each Joint Lead Manager has represented and agreed that:

(i) it has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any Preferred Securities (except for Preferred Securities which are a "structured product" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong) (the "**SFO**") other than (i) to "professional investors" as defined in the SFO and any rules made under the SFO; or (ii) in other circumstances which do not result in the document being a "prospectus" as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) of Hong Kong (the "**CWUMPO**") or which do not constitute an offer to the public within the meaning of the CWUMPO; and

(ii) it has not issued or had in its possession for the purposes of issue, and will not issue or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Preferred Securities, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to Preferred Securities which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" as defined in the SFO and any rules made under the SFO.

Switzerland

The Preferred Securities may not be offered, directly or indirectly, to the public in Switzerland other than pursuant to an exemption under Article 36(1) of the Swiss Financial Services Act ("**FinSA**") or where such offer does not qualify as a public offer in Switzerland, and no application has or will be made to admit the Preferred Securities to trading on any trading venue (exchange or multilateral trading facility) in Switzerland. No offering or marketing material relating to the Preferred Securities constitutes a prospectus pursuant to the FinSA, and no offering or marketing material relating to the Preferred Securities may be distributed to the public or otherwise made publicly available in Switzerland. For these purposes "public offer" refers to the respective definitions in Article 3(g) and (h) FinSA and as further detailed in the implementing Financial Services Ordinance (FinSO).

Prohibition of sales to consumers in Belgium

Each Joint Lead Manager has represented and agreed that an offering of Preferred Securities may not be advertised to any individual in Belgium qualifying as a consumer within the meaning of Article I.1, 2º 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 Preferred 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 Preferred Securities, directly or indirectly, to any Belgian Consumer.

Canada

Each of the Joint Lead Managers has represented and agreed that the Preferred Securities may be sold only to purchasers in the Canadian provinces purchasing, or deemed to be purchasing, as principal that are accredited investors, as defined in National Instrument 45-106 Prospectus Exemptions or subsection 73.3(1) of the Securities Act (Ontario), and are permitted clients, as defined in National Instrument 31-103 Registration Requirements, Exemptions and Ongoing Registrant Obligations. Any resale of the Preferred Securities must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws.

Australia

No prospectus or other disclosure document (as defined in the Corporations Act 2001 of Australia ("**Corporations Act**")) in relation to the Preferred Securities has been or will be lodged with the Australian Securities and Investments Commission ("**ASIC**"). Each Joint Lead Manager has represented and agreed that it:

(i) has not (directly or indirectly) offered, and will not offer for issue or sale and has not invited, and will not invite, applications for issue, or offers to purchase, the Preferred Securities in, to or from Australia (including an offer or invitation which is received by a person in Australia); and

(ii) has not distributed or published, and will not distribute or publish, any information memorandum, advertisement or other offering material relating to the Preferred Securities in Australia,

unless (1) the aggregate consideration payable by each offeree or invitee is at least AUD 500,000 (or its equivalent in other currencies, disregarding moneys lent by the offeror or its associates) or the offer or invitation otherwise does not require disclosure to investors in accordance with Part 6D.2 or Part 7.9 of the Corporations Act, (2) the offer or invitation is not made to a person who is a "**retail client**" within the meaning of section 761G of the Corporations Act, (3) such action complies with all applicable laws, regulations and directives and (4) such action does not require any document to be lodged with ASIC.

MARKET INFORMATION

SUMMARY OF CLEARANCE AND SETTLEMENT PROCEDURES

Below is a brief summary of the Spanish clearance and settlement procedures applicable to book-entry securities such as the Preferred Securities and the Ordinary Shares of CaixaBank.

Iberclear and BME Clearing

Iberclear is the Spanish central securities depository in charge of both the register of securities held in book-entry form (*anotaciones en cuenta*) and the settlement of all trades from the Spanish Stock Exchanges, Latibex (the Latin American stock exchange denominated in Euro), the Book-Entry Public Debt Market, BME Growth (the market for small and medium-sized companies of BME MTF Equity), BME Scaleup (the market for early-stage companies of BME MTF Equity), MARF (the alternative fixed income market) and AIAF.

Transactions carried out on the AQS (see "*Market Information in relation to the Ordinary Shares—AQS*") are settled by Iberclear, as the Spanish central securities depository, and are cleared by BME Clearing, S.A.U. as central clearing counterparty ("**BME Clearing**" or the "**CCP**").

On 23 September 2019, Iberclear received authorization to provide services as a central securities depository ("**CSD**") in accordance with Regulation (EU) 909/2014 of the European Parliament and of the Council, being registered in the registry of CSDs authorised in the EU maintained by ESMA.

BME Clearing is the clearing counterparty in charge of the clearing of transactions closed on the Spanish Stock Exchanges. BME Clearing interposes itself on its own account as seller in every purchase and as buyer in every sale. It calculates the buy and sell positions vis-à-vis the participants designated in such buy or sell instructions. The CCP then generates and send to Iberclear the relevant settlement instructions. BME Clearing is the clearing counterparty of other trading segments such as financial derivatives, fixed income, energy, swaps and xRolling currency.

On 16 September 2014, BME Clearing received authorization to operate as a central counterparty entity in accordance with Regulation (EU) No. 648/2012 of the European Parliament and of the Council, being registered in the register of CCPs authorised in the EU maintained by ESMA.

Iberclear and BME Clearing are owned by BME Bolsas y Mercados Españoles, Sociedad Holding de Mercados y Sistemas Financieros, S.A.U., a holding company controlled by SIX Group, which holds a 100% interest in each of the Spanish official secondary markets and settlement systems.

The securities recording system of Iberclear is a two-tier level registry: the keeping of the central record corresponds to Iberclear and the keeping of the detail records correspond to the participating entities 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:

(i) the participating entity appearing in the records of Iberclear as holding the relevant securities in its own name;

(ii) the investor appearing in the records of the participating entity as holding the securities; or

(iii) 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 BME Clearing 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. As an exception, the settlement of purchase and sale transactions executed as a result of sale or subscription public offerings or accelerated placements of equity securities to be admitted to trading on the Spanish Stock Exchange may take place between T and T+2 (at the discretion of the parties involved in the transaction). As of the date of this Prospectus, the Spanish Stock Exchanges have approved the entry into force of only the T+1 settlement procedures so same-day settlement procedures are not currently available for the settlement of such transactions.

To evidence title to securities, at the owner's request, the relevant participating entity must issue a legitimation certificate (*certificado de legitimación*) as provided for under the Securities Markets and Investment Services Act and Royal Decree 814/2023, of 8 November. If the owner is a participating entity (proprietary account) or a person holding securities in a segregated form (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 PREFERRED SECURITIES

Iberclear settlement of securities traded on AIAF

Iberclear and the participating entities in Iberclear have the function of keeping the book-entry register of securities admitted to trading on AIAF.

Transactions are settled on the trading business day agreed by participants at the moment of the trade.

SEND Smart Fixed Income

The electronic fixed income trading system known as SEND Smart Fixed Income ("**SEND Smart System**") is a technological platform for trading in fixed-income securities that provides both technical and functional support when trading in securities admitted to trading on AIAF. Accordingly, the SEND Smart System enables electronic trading in public or private fixed-income securities admitted to trading on AIAF. All members and intermediary entities of AIAF are entitled to trade in such securities.

All trading across the SEND Smart System is continuous and carried out electronically in real time. The SEND Smart System provides operators with the resources needed to manage their orders, perform consultations and maintain both the orders and the associated executions.

Securities are traded electronically on AIAF in euros at face value prices. The face amount of each security must be equal to or a multiple of the unit face value of the issue.

Trading across AIAF is (i) continuous during trading hours from 09:00 to 17:30; and (ii) in relation to order book trading, anonymous in the sense that the parties are not identified in either positions or trades. Only completed trades are shown along with the first twenty buy and sell positions at different prices.

AIAF publishes trading information in real time, specifically information relating to orders entered for securities admitted to trading on AIAF and the data needed to trade those securities in accordance with applicable rules governing the disclosure of information prior to trading. More precisely, for each financial instrument AIAF shall publish the aggregate number of orders and the quantity it represents at each price level for at least the top five bid and ask price levels.

AIAF will also publish, during the post-trade phase and in accordance with applicable law governing data disclosure, information relating to all transactions concerning securities admitted for trading on AIAF that were completed during each trading session.

AIAF provides each member and intermediary entity with a daily file providing full details of any and all transactions executed by each of them via the SEND Smart System.

AIAF has two multilateral trading systems: an order book trading system and a request-for-quote (RFQ) trading system. The order book trading system features two trading procedures: multilateral trading (a form of trading whereby transactions result from the matching of buy and sell orders placed by the different entities in the order book for AIAF) and bilateral trading (the trading option used to match trades previously agreed upon by market members, in accordance with their respective trading capacities). Trading with request for quote is a multilateral trading option allowing market members to request quotes from one or more other market members in relation to the securities admitted for trading on AIAF.

MARKET INFORMATION IN RELATION TO THE ORDINARY SHARES

The Ordinary Shares of CaixaBank are listed on the Spanish Stock Exchanges of Barcelona, Madrid, Bilbao and Valencia, which are regulated markets for the purposes of MiFID II, under the ticker symbol "CABK". Shares of listed Spanish companies are represented in book entry form.

The Spanish securities market for equity securities consists of the Spanish Stock Exchanges and the AQS. The AQS links the four Spanish Stock Exchanges, providing those securities listed on it with a uniform continuous market that eliminates certain of the differences among the local exchanges. The Spanish securities markets are regulated by the CNMV.

AQS

The AQS was founded on 2 November 1995, substituting the computer assisted trading system known as *Sistema de Interconexión Bursátil or Mercado Continuo*, which had been in place since 1989. The principal feature of the system is the computerized matching of bid and offer orders at the time of placement. Each order is completed as soon as a matching order occurs, but can be modified or cancelled until completion. The activity of the market can be continuously monitored by investors and brokers. The AQS is operated and regulated by Sociedad de Bolsas, S.A.U. ("**Sociedad de Bolsas**"), a company owned by the companies that manage the Spanish Stock Exchanges, which in turn are owned by BME Bolsas y Mercados Españoles, Sociedad Holding de Mercados y Sistemas Financieros, S.A.U. All trades on the AQS must be placed through a brokerage firm, a dealer firm or a credit entity that is a member of one of the Spanish Stock Exchanges.

In a pre-opening session held from 8:30 to 9:00 a.m. (Madrid time) each trading day, an opening price is established for each equity security traded on the AQS based on a real-time auction in which orders can be placed, modified or cancelled, but not completed. During this pre-opening session, the system continuously displays the price at which orders would be completed if trading were to begin at that moment. Market participants only receive information relating to the auction price (if applicable) and trading volume permitted at the current bid and offer price. If an auction price cannot be determined, the best bid and offer price and their respective associated trading volumes are disclosed instead. The auction terminates with a random period of 30 seconds in which share allocation takes place. Until the allocation process has finished, orders cannot be entered, modified or cancelled. In exceptional circumstances (including the admission of new securities to trade on the AQS) and subject to prior notice to the CNMV, Sociedad de Bolsas may establish an opening price disregarding the reference price (the previous trading day's closing price), alter the price range for permitted orders with respect to the reference price or modify the reference price.

The computerized trading hours, known as the open session, range from 9.00 a.m. to 5.30 p.m. (Madrid time). The AQS sets out two ranges of prices for each security named "static" and "dynamic" in order to monitor the volatility of the trading price of each security. During the open session, the trading price of a security is permitted to fluctuate up to a maximum so-called "static" range of the reference price (the price resulting from the closing auction of the immediately preceding trading day or the immediately preceding volatility auction in the current trading session), provided that the trading price for each trade of such security is not permitted to vary in excess of a maximum so-called "dynamic" range with respect to the trading price of the immediately preceding trade of the same security. If, during the trading session, there are matching bid and ask orders for a security within the computerized system which exceed any of the above "static" and/or "dynamic" ranges, trading on the security is automatically suspended and a new auction, or volatility auction, is held where a new reference price is set, and the "static" and "dynamic" ranges will apply over such new reference price. The "static" and "dynamic" ranges applicable to each specific security are set up and reviewed periodically by Sociedad de Bolsas. From 5:30 p.m. to 5:35 pm (Madrid time), known as the closing auction, orders can be placed, modified or cancelled, but no trades can be completed.

Between 9:00 p.m. and 5:30 p.m. (Madrid time), trades may occur in the Block System. The system will allow trading with the following minimum turnover, according to the Commission Delegated Regulation (EU) 2017/587 of 14 July 2016 supplementing Regulation (EU) No 600/2014 of the European Parliament and of the Council on markets in financial instruments with regard to regulatory technical standards on transparency requirements for trading venues and investment firms in respect of shares, depositary receipts, exchange-traded funds, certificates and other similar financial instruments and on transaction execution obligations in respect of certain shares on a trading venue or by a systematic internaliser.

Between 5:40 p.m. and 8:00 p.m. (Madrid time), trades may occur outside the computerized trading hours. During these hours, operations related to the hedging of futures and options carried out on MEFF Market are executed; operations related to the execution of option contracts traded on MEFF Market; and operations related to the execution of option contracts outside a trading venue. In addition, trades that meet the minimum turnover for large in scale orders established for each security can be carried out during these hours.

Information with respect to the computerized trades between 9:00 a.m. and 5:30 p.m. (Madrid time) is made public immediately, and information with respect to off-system trades is reported to the Sociedad de Bolsas by the end of the trading day and published in the Stock Exchange Official Gazette (*Boletín de Cotización*) and on the computer system by the beginning of the next trading day.

Moreover, bilateral over-the-counter trades relating to securities whose accounting registry is entrusted to Iberclear may occur at any time between 5:00 am and 4:00 pm (CET) for delivery versus payment trades or until 6:00 pm (CET) for free of payment trades through the facilities of Iberclear by way of submission of matching OTC instructions by the participants acting as custodians for the seller and the purchaser outside the AQS and without the involvement of any market member as broker or dealer whatsoever.

Euroclear and Clearstream

Investors who do not have, directly or indirectly through their participating entities, a participating securities account with Iberclear or their participating entities may hold their investment in the shares through bridge accounts maintained by each of Euroclear Bank S.A./N.V. ("**Euroclear**") and Clearstream Banking, Société Anonyme, Luxembourg ("**Clearstream**") with participating entities in Iberclear.

With respect to the shares that are deposited with depositories for Euroclear or Clearstream, such shares will be initially recorded in the name of Euroclear or one of its nominees or in the name of Clearstream or one of its nominees, as the case may be. Thereafter, investors may withdraw shares credited to their respective accounts if they wish to do so, upon payment of the applicable fees, if any, and once the relevant recording in the book-entry registries kept by the members of Iberclear has occurred.

Under Spanish law, only the holder of the shares according to the registry kept by Iberclear and its participating entities is entitled to receive dividends and other distributions and to exercise voting, pre-emptive and other rights in respect of such shares. Euroclear, or its nominees, or Clearstream, or its nominees, will, respectively, be the sole record holder of the shares that are deposited with the depositories for Euroclear and Clearstream, respectively, until investors exercise their rights to withdraw such shares and record their ownership rights over them in the book-entry records kept by the participating entities in Iberclear.

Cash dividends or cash distributions, as well as stock dividends or other distributions of securities, received in respect of the shares that are deposited with the depositories for Euroclear and Clearstream will be credited to the cash accounts maintained on behalf of the investors at Euroclear and Clearstream, as the case may be, after deduction of any applicable withholding taxes, in accordance with the applicable regulations and procedures of Euroclear and Clearstream. See "*Taxation*".

Each of Euroclear and Clearstream will endeavor to inform investors of any significant events of which they become aware affecting the shares recorded in the name of Euroclear, or its nominees, and Clearstream, or its nominees, and requiring action to be taken by investors. Each of Euroclear and Clearstream may, at its discretion, take such action as they shall deem appropriate in order to assist investors to direct the exercise of voting rights in respect of the shares. Such actions may include (i) acceptance of instructions from investors to execute or to arrange for the execution of proxies, powers of attorney or other similar certificates for delivery to the Bank, or its agent; or (ii) exercise by Euroclear or its nominees and Clearstream or its nominees of voting rights in accordance with the instructions provided by investors.

If the Bank offers or causes to be offered to Euroclear, or its nominees, and Clearstream, or its nominees, acting in their capacity as record holders of the shares that are deposited with the depositories for Euroclear and Clearstream, respectively, any rights to subscribe for additional shares or rights of any other nature, each of Euroclear and Clearstream will endeavor to inform investors of the terms of any such rights issue of which it has notice in accordance with the provisions of its regulations and procedures referred to above. Such rights will be exercised, insofar as practicable and permitted by applicable law, according to written instructions received from investors, or alternatively, such rights may be sold and, in such event, the net proceeds will be credited to the cash account maintained on behalf of the investor with Euroclear or Clearstream.

ADDITIONAL INFORMATION

Responsibility statement

The Issuer, acting through Mr. Sergio Castellá Quintana (Managing Director de Treasury & CPM of the Issuer) under a special power of attorney granted by the resolutions of the Board of Directors dated 29 July 2025, accepts responsibility for the information contained in this Prospectus and declares, to the best of his knowledge, that the information contained in this Prospectus is in accordance with the facts and the Prospectus contains no omissions likely to affect its import.

Listing

This Prospectus has been approved by the CNMV in its capacity as competent authority under the Prospectus Regulation.

Application has been made for the Preferred Securities to be admitted to trading on AIAF, which is a regulated market for the purposes of MiFID II. The Issuer will use all reasonable endeavors to procure that the Preferred Securities are admitted to listing on AIAF within 30 days of the Closing Date and to maintain such admission until none of the Preferred Securities is outstanding.

The Preferred Securities may also be admitted to trading on any other secondary market as may be agreed by the Issuer.

Authorization and public deed of issuance

The creation and issue of the Preferred Securities have been authorised by the resolutions of the Board of Directors dated 29 July 2025 acting by delegation of a resolution of the General Shareholders' Meeting held on 22 March 2024.

The Preferred Securities have been issued by virtue of the public deed of issuance granted before the Spanish notary public Ms. Isabel Molinos Gil, on 17 September 2025, under number 4,684 of her records. The public deed of issuance was registered with the Commercial Registry of Valencia on 10 September 2025 under entry (*asiento*) 23742, electronic page, IRUS (*folio electrónico*) 1000166489994, entry (*inscripción*) 1353 and sheet (*hoja*) V-178351.

Significant or Material change

Save as disclosed in this Prospectus, there has been no significant change in the financial performance or position of the Group since 30 June 2025.

Save as disclosed in this Prospectus, there has been no material adverse change in the prospects of the Issuer since 31 December 2024.

Independent auditors

The 2024 Consolidated Annual Financial Statements (as defined below), the 2023 Consolidated Annual Financial Statements (as defined below) and the 2022 Consolidated Annual Financial Statements (as defined below) have been audited without qualification for the years ended 31 December 2024, 31 December 2023 and 31 December 2022 by PricewaterhouseCoopers Auditores, S.L. with registered address at Paseo de la Castellana 259B, Torre PwC, 28046 Madrid, Spain, independent auditors who are members of the Official Registry of Auditors of Accounts (*Registro Oficial de Auditores de Cuentas*) ("**PwC**").

The 2025 Interim Consolidated Financial Statements (as defined below) have been subject to a limited review by PwC.

Third party information

Information included in this Prospectus (including in the documents incorporated by reference) sourced from a third party has been accurately reproduced and, so far as the Issuer 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.

Documents on display

For so long as any of the Preferred Securities are outstanding, copies of the following documents will be available on CaixaBank's website (www.caixabank.com):

(a) the By-laws (*estatutos sociales*) of the Bank (with an English translation thereof) which are available on https://www.caixabank.com/es/accionistas-inversores/gobierno-corporativo/estatutos.html and https://www.caixabank.com/en/shareholders-investors/corporate-governance/by-laws.html;

(b) CaixaBank's unaudited condensed interim consolidated financial statements, management report and limited review report as of and for the six months ended 30 June 2025 (the "**2025 Interim Consolidated Financial Statements**"), with an English translation thereof, which are available on https://www.caixabank.com/deployedfiles/caixabank_com/Estaticos/PDFs/Accionistasinversores/Informacion_economico_financiera/Informe_Semestral_Consolidado_CAS_2025_2.pdf and https://www.caixabank.com/deployedfiles/caixabank_com/Estaticos/PDFs/Accionistasinversores/Informacion_economico_financiera/Informe_Semestral_Consolidado_ING_2025.pdf;

(c) CaixaBank's audited consolidated financial statements prepared in accordance with IFRS-EU for the financial year ended 31 December 2024 (the "**2024 Consolidated Annual Financial Statements**") together with CaixaBank's management report in respect of the 2024 Consolidated Annual Financial Statements, with an English translation thereof, which are available on https://www.caixabank.com/deployedfiles/caixabank_com/Estaticos/PDFs/Accionistasinversores/Informacion_economico_financiera/Informe_Anual_Consolidado_2024.pdf and caixabank.com/deployedfiles/caixabank_com/Estaticos/PDFs/Accionistasinversores/Informacion_economico_financiera/Informe_Anual_Consolidado_2024_ENG.pdf;

(d) CaixaBank's audited consolidated financial statements prepared in accordance with IFRS-EU for the financial year ended 31 December 2023 (the "**2023 Consolidated Annual Financial Statements**") together with CaixaBank's management report in respect of the 2023 Consolidated Annual Financial Statements, with an English translation thereof, which are available on https://www.caixabank.com/deployedfiles/caixabank_com/Estaticos/PDFs/Accionistasinversores/Informacion_economico_financiera/CAIXABANK_2023_CAC.pdf and caixabank.com/deployedfiles/caixabank_com/Estaticos/PDFs/Accionistasinversores/Informacion_economico_financiera/CAIXABANK_2023_CAC_ING.pdf;

(e) CaixaBank's audited consolidated financial statements prepared in accordance with IFRS-EU for the financial year ended 31 December 2022 (the "**2022 Consolidated Annual Financial Statements**") together with CaixaBank's management report in respect of the 2022 Consolidated Annual Financial Statements, with an English translation thereof, which are available on https://www.caixabank.com/deployedfiles/caixabank_com/Estaticos/PDFs/Accionistasinversores/Informacion_economico_financiera/CCAA-GRUP-CAIXABANK-2022_CNMV.pdf and https://www.caixabank.com/deployedfiles/caixabank_com/Estaticos/PDFs/Accionistasinversores/Informacion_economico_financiera/CCAA-GRUP-CAIXABANK-ING.pdf; and

(f) this Prospectus and https://www.caixabank.com/en/shareholders-investors/fixed-income-investors/perpetual-contingent-convertible-at1-preferred-securities.html.

For the avoidance of doubt, unless specifically incorporated by reference into this Prospectus, the information contained on the corporate website of the Bank does not form part of this Prospectus and has not been scrutinized or approved by the CNMV.

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

Interests of natural and legal persons involved in the offer of the Preferred Securities

Save as discussed in "*Subscription and Sale*", so far as the Issuer is aware, no person involved in the offer of the Preferred Securities has an interest material to the offer.

Statement of the capacity in which the advisers have acted

In addition to the Joint Lead Managers, the following entities have provided advisory services in relation with the Offering of the Preferred Securities:

- Uría Menéndez Abogados, S.L.P. has acted as legal adviser to the Issuer on Spanish law; and
- Allen & Overy Shearman Sterling has acted as legal adviser to the Joint Lead Managers on Spanish and English law.

Paying agency

All payments under the Conditions will be carried out directly by the Issuer through Iberclear. The corporate address of Iberclear is Plaza de la Lealtad 1, 28014, Madrid, Spain.

Conversion calculation agency

The Issuer has appointed Conv-Ex Advisors Limited as the initial Conversion Calculation Agent. The Issuer may change the Conversion Calculation Agent at any time without prior notice to any Holder.

Yield

On the basis of the issue price of the Preferred Securities of 100% of their principal amount, the annual yield of the Preferred Securities for the period from (and including) the Closing Date to (but excluding) the First Reset Date is 6.006%. This yield is calculated on the Closing Date and is not an indication of future yield.

Clearing: ISIN and Common Code

The Preferred Securities will be admitted to listing on AIAF and have been accepted for clearance through Iberclear. The Preferred Securities bear the ISIN ES0840609079 and the Common Code 318317470.

Conversion of the Preferred Securities

In the event of the occurrence of a Trigger Event, the Preferred Securities are mandatorily and irrevocably convertible into newly issued Ordinary Shares in the capital of the CaixaBank, S.A. at the Conversion Price.

The issued share capital of the Company as of the date of this Prospectus is €7,085,565,456.00 represented by a single series and class of 7,085,565,456 Ordinary Shares. In the event of conversion, and taking into account the Floor Price being €5.845, the maximum number of Ordinary Shares issued would be 85,543,199, which represents 1.21 per cent. of the current share capital.

As of 30 June 2025, the net asset value per share[22] is €5.29, which is below the Floor Price.

The Ordinary Shares are listed on the Spanish Stock Exchanges of Barcelona, Madrid, Bilbao and Valencia, which are regulated markets for the purposes of MiFID II, and are quoted on the AQS, under the symbol "CABK". The ISIN for the Ordinary Shares is ES0140609019. Information about the past and future performance of the Ordinary Shares and their volatility can be obtained free of charge from the respective websites of each of the relevant Spanish Stock Exchanges and from BME Market Data (www.bmemarketdata.es).

Stabilization

In connection with the issue of the Preferred Securities, J.P. Morgan SE (the "**Stabilization Manager**") (or any person acting on behalf of the Stabilization Manager) may, to the extent permitted by applicable laws and directives, over-allot Preferred Securities or effect transactions with a view to supporting the market price of the Preferred Securities at a level higher than that which might otherwise prevail. However, stabilization may not necessarily occur. Any stabilization action may begin on or after the date on which adequate public disclosure of the terms of the offer of the Preferred Securities 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 Preferred Securities and 60 days after the date of the allotment of the Preferred Securities. Any stabilization action or over-allotment must be conducted by the

22 Net asset value calculated as equity less minority interests divided by the number of fully diluted shares outstanding.

Stabilization Manager (or any person acting on behalf of the Stabilization Manager) in accordance with EU Regulation on Market Abuse and any other applicable laws and rules.

Other relationships

Certain Joint Lead Managers 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. In addition, in the ordinary course of their business activities, the Joint Lead Managers 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 or its affiliates. Certain Joint Lead Managers or their affiliates that have a lending relationship with the Issuer routinely hedge their credit exposure to the Issuer consistent with their customary risk management policies. Typically, such Joint Lead Managers 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 Preferred Securities issued under the Prospectus. Any such short positions could adversely affect future trading prices of Preferred Securities issued under the Prospectus. The Joint Lead Managers 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.

Expenses related to the admission to trading

For informative purposes only, an approximate estimate of the expenses payable by the Issuer in relation to the admission to trading is as follows:

Type of expense	**Euro (estimated amount)**
Charges and fees of AIAF and Iberclear	EUR 31,000
CNMV fees (listing)	EUR 50,000
Other	EUR 3,500,000
Total	**EUR 3,581,000**

Ratings of the Preferred Securities

The Preferred Securities are expected to be rated “BB+” by S&P Global and “Ba2” by Moody’s.

In accordance with S&P Global’s definitions, a rating of “BB+” indicates *an obligation that is less vulnerable to non-payment than other* speculative issues. However, it faces major ongoing uncertainties or exposure to adverse business, financial, or economic conditions that could lead to the obligor’s inadequate capacity to meet its financial commitments on the obligation. The addition of a plus sign (+) shows that the obligation ranks at the higher end of the ‘BB’ rating category. Furthermore, in accordance with Moody’s definitions, a rating of “Ba2” indicates an obligation that is speculative and is subject to substantial credit risk. Within this category, the modifier 2 indicates a mid-range ranking.

S&P Global and Moody’s are rating agencies established in the EU and are registered under the CRA Regulation. S&P Global and Moody’s appear on the latest update of the list of registered credit rating agencies (as of 10 July 2024) on the ESMA website.

Subscription and disbursement

As of the date of this Prospectus, 2,500 Preferred Securities of €200,000 of Liquidation Preference each have been fully subscribed and disbursed.

SIGNATURES

In witness to their knowledge and approval of the contents of this Prospectus drawn up according to annexes 2, 15 and 17 (section 2.2.2.) of the Delegated Regulation, it is hereby signed by Mr. Sergio Castellá Quintana Managing Director de Treasury & CPM of the Bank, in Barcelona, on 29 September 2025.

REGISTERED OFFICE OF THE ISSUER

CaixaBank, S.A.
Calle Pintor Sorolla, 2-4
46002 Valencia
Spain

JOINT LEAD MANAGERS

Barclays Bank Ireland PLC One Molesworth Street Dublin 2, D02 RF29 Ireland	**BofA Securities Europe SA** 51 rue la Boétie 75008 Paris France	**CaixaBank, S.A.** Calle Pintor Sorolla, 2-4 46002 Valencia Spain	**HSBC Continental Europe** 38, avenue Kléber 75116 Paris France	**J.P. Morgan SE** Taunustor 1 (Taunus Turm) 60310 Frankfurt am Main Germany

LEGAL ADVISERS

To the Issuer as to Spanish law:

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C/ Príncipe de Vergara, 187
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28002 Madrid
Spain

To the Joint Lead Managers as to Spanish law and as to English law:

Allen Overy Shearman Sterling
Serrano 73
28006 Madrid
Spain

AUDITORS TO THE ISSUER

Pricewaterhousecoopers Auditores, S.L.
Paseo de la Castellana 259B, Torre PwC,
28046 Madrid
Spain

CONVERSION CALCULATION AGENT

Conv-Ex Advisors Limited
80 Coleman Street
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United Kingdom