

## FINAL TERMS

29 December 2025

### **BBVA GLOBAL MARKETS, B.V.**

*(a private company with limited liability (besloten vennootschap met beperkte aansprakelijkheid)  
incorporated under Dutch law with its seat in Amsterdam, the Netherlands but its tax residency in Spain)*  
(as “**Issuer**”)

Legal Entity Identifier (“**LEI**”): 213800L2COK1WB5Q3Z55

Issue of Series 265 EUR 600,000 Equity Linked Notes due 2027 (the “**Notes**”)

under the  
Structured Medium Term Securities Programme

guaranteed by

### **BANCO BILBAO VIZCAYA ARGENTARIA, S.A.**

*(incorporated with limited liability in Spain)*  
(as “**Guarantor**”)

## EUROPEAN ECONOMIC AREA AND UNITED KINGDOM

These Final Terms has been prepared on the basis that any offer of Notes in (a) any Member State of the European Economic Area (“**EEA**”) will be made pursuant to an exemption under Regulation (EU) 2017/1129 (as amended, the “**Prospectus Regulation**”) from the requirement to publish a prospectus for offers of Notes and (b) the United Kingdom (“**UK**”) will be made pursuant to an exemption under Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (the “**EUWA**”) (the “**UK Prospectus Regulation**” and the Financial Services and Markets Act 2000, as amended, the “**FSMA**”) from the requirement to publish a prospectus for offers of Notes. Accordingly any person making or intending to make an offer of Notes in (a) any Member State of the European Economic Area which are the subject of the offering contemplated in these Final Terms may only do so in circumstances in which no obligation arises for the Issuer or the Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or to supplement a prospectus pursuant to Article 23 of the Prospectus Regulation, in each case, in relation to such offer and (b) the United Kingdom which are the subject of the offering contemplated in this Pricing Supplement may only do so in circumstances in which no obligation arises for the Issuer or the Dealer to publish a prospectus pursuant to Article 3 of the UK Prospectus Regulation or section 85 of the FSMA or to supplement a prospectus pursuant to Article 23 of the UK Prospectus Regulation, in each case, in relation to such offer.

Neither the Issuer nor the Dealer has authorised, nor do they authorise, the making of any offer of Notes in any other circumstances.

## PROHIBITION OF SALES TO UK RETAIL INVESTORS

The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any UK retail investor in the UK. Consequently, no key information document required by Regulation (EU) No 1286/2014 as it forms part of domestic law by virtue of the EUWA (as amended, the “**UK PRIIPs Regulation**”) for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any UK retail investor may be unlawful under the UK PRIIPs Regulation. For the purposes of this provision, a UK 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) No 2017/565 as it forms part of domestic law by virtue of the EUWA; (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 domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA.

#### **MIFID II PRODUCT GOVERNANCE AND UK MIFIR PRODUCT GOVERNANCE TARGET MARKET**

– Solely for the purposes of the manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) (A) the MiFID II target market for the Notes is eligible counterparties, professional clients and retail clients, each as defined in Directive 2014/65/EU (as amended, "**MiFID II**"); and (B) the UK MiFIR target market for the Notes is eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook ("**COBS**"), and professional clients as defined in Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; and (ii) in the EEA, the following channels for distribution of the Notes are appropriate: investment advice, portfolio management and non advised sales, subject to the distributor's suitability and appropriateness obligations under MiFID II, as applicable; and (iii) in the UK, the following channels for distribution of the Notes are appropriate: investment advice, portfolio management and non advised sales, subject to the distributor's suitability and appropriateness obligations under COBS, as applicable. Any person subsequently offering, selling or recommending the Notes (for the purposes of this paragraph, a "**distributor**") should take into consideration the manufacturer's target market assessment; however, (a) a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer's target market assessment) and determining appropriate distribution channels, subject to the distributor's suitability and appropriateness obligations under MiFID II, as applicable and (b) a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the "**UK MiFIR Product Governance Rules**") is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer's target market assessment) and determining appropriate distribution channels, subject to the distributor's suitability and appropriateness obligations under COBS, as applicable.

#### **PART A - CONTRACTUAL TERMS**

Terms used herein shall be deemed to be defined as such for the purposes of the General Conditions of the Notes (and, together with the applicable Annex(es), the "**Conditions**") set forth in the Base Prospectus dated 10 July, 2025 which constitutes a base prospectus for the purposes of the Prospectus Regulation (the "**Base Prospectus**"). This document constitutes the Final Terms of the Notes described herein for the purposes of Article 8 of the Prospectus Regulation and must be read in conjunction with the Base Prospectus. Full information on the Issuer, the Guarantor and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Base Prospectus. The Base Prospectus has been published on the website of CNMV ([www.cnmv.es](http://www.cnmv.es))

The Notes have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**Securities Act**") or under any state securities laws, and the Notes may not be offered, sold, transferred, pledged, delivered, redeemed, directly or indirectly, at any time within the United States or to, or for the account or benefit of, or by, any U.S. person. Furthermore, the Notes do not constitute, and have not been marketed as, contracts of sale of a commodity for future delivery (or options thereon) subject to the U.S. Commodity Exchange Act, as amended (the "**CEA**"), and trading in the Notes has not been approved by the U.S. Commodity Futures Trading Commission (the "**CFTC**") pursuant to the CEA, and no U.S. person may at any time trade or maintain a position in the Notes. For a description of the restrictions on offers and sales of the Notes, see "*Subscription and Sale and Selling Restrictions*" in the Base Prospectus.

As used herein, "**U.S. person**" includes any "**U.S. person**" defined in Regulation S and person that is not a "**non-United States person**" as either such term may be defined in Regulation S or in regulations adopted under the CEA.

- |    |      |            |   |
|----|------|------------|---|
| 1. | (i)  | Issuer     | BBVA Global Markets, B.V.(NIF: N0035575J)             |
|    | (ii) | Guarantor: | Banco Bilbao Vizcaya Argentaria, S.A.(NIF: A48265169) |

	(iii)	Principal Paying Agent:	Banco Bilbao Vizcaya Argentaria, S.A.
	(iv)	Registrar:	Not applicable
	(v)	Transfer Agent:	Not applicable
	(vi)	Calculation Agent:	Banco Bilbao Vizcaya Argentaria, S.A.
2.	(i)	Series Number:	265
	(ii)	Date on which the Notes will be consolidated and form a single Series:	Not applicable
	(iii)	Applicable Annex(es):	Annex 1: Payout Conditions Annex 3: Equity Linked Conditions
3.		Specified Currency:	Euro (“EUR”)
4.		Aggregate Nominal Amount:	
	(i)	Series:	EUR 600,000 <i>(Number of issued notes: 6).</i>
	(ii)	Tranche:	EUR 600,000
5.		Issue Price:	100 per cent. of the Nominal Amount
6.	(i)	Specified Denomination(s):	EUR 100,000
	(ii)	Calculation Amount:	EUR 100,000
7.	(i)	Issue Date:	29 December 2025
	(ii)	Interest Commencement Date:	Issue Date
	(iii)	Trade Date:	15 December 2025
8.		Maturity Date:	29 December 2027 or if that is not a Business Day the immediately succeeding Business Day
9.		Interest Basis:	Equity Linked Interest  (see paragraph 16 and 23 below)
10.		Redemption Basis:	Equity Linked Redemption  (see paragraph 33 and 40 below)
11.		Reference Item(s):	See paragraph 23(i) Share below
12.		Put/Call Options:	No
13.		Settlement Exchange Rate Provisions:	Not applicable
14.		Knock-in Event:	Not applicable

15. Knock-out Event: Not applicable

**PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE**

16. Interest: Applicable

(i) Interest Period End Date(s): As per General Condition 4(b)

(ii) Business Day Convention for Interest Period End Date(s): Not applicable (Unadjusted)

(iii) Interest Payment Date(s): See Paragraph 23(ix) below

(iv) Business Day Convention for Interest Payment Date(s): Modified Following Business Day Convention

(v) Minimum Interest Rate: Not applicable

(vi) Maximum Interest Rate: Not applicable

(vii) Day Count Fraction: 1/1

(viii) Determination Date(s): Not applicable

(ix) Rate of Interest: In respect of each Interest Payment Date the Rate of Interest shall be determined by the Calculation Agent in accordance with the following formula:

**Rate of Interest (xvi) – Memory**

(A) If Barrier Count Condition is satisfied in respect of a Coupon Valuation Date:

**Rate (i) + Sum Rate (i); or**

(B) Otherwise:

**Zero**

Where:

**“Barrier Count Condition”** shall be satisfied if, in respect of a Coupon Valuation Date, the Coupon Barrier Value on such Coupon Valuation Date, as determined by the Calculation Agent, is equal to or greater than the Coupon Barrier

**“Coupon Barrier”** means 60 per cent.

**“Coupon Barrier Value”** means, in respect of a Coupon Valuation Date, RI Value

**“Rate”** means, in respect of a Coupon Valuation Date, 3.95 per cent

**“Sum Rate”** means, in respect of each Coupon Valuation Date, the sum of all previous Rates for each Coupon Valuation Date since (but not including) the last occurring

date on which the relevant Barrier Count Condition was satisfied (or if none the Issue Date)

“**RI Value**” means, in respect of a Reference Item and a Coupon Valuation Date, (i) the RI Closing Value for such Reference Item in respect of such Coupon Valuation Date, divided by (ii) the relevant RI Initial Value

“**RI Closing Value**” means, in respect of a Reference Item and a ST Valuation Date, the Settlement Price (as defined in the Equity Linked Conditions) on such ST Valuation Date

“**Initial Closing Price**” means the RI Closing Value of a Reference Item on the Strike Date

“**ST Valuation Date**” means each of the Strike Date and Coupon Valuation Date

“**RI Initial Value**” means, in respect of a Reference Item, Initial Closing Price

<b>17. Switchable Notes:</b>	Not applicable
<b>18. Fixed Rate Notes Provisions:</b>	Not applicable
<b>19. Floating Rate Notes Provisions:</b>	Not applicable
<b>20. Specified Interest Amount Provisions:</b>	Not applicable
<b>21. Zero Coupon Security Provisions:</b>	Not applicable
<b>22. Index Linked Interest:</b>	Not applicable
<b>23. Equity Linked Interest:</b>	Applicable
(i) Share:	NOVO NORDISK
(ii) ISIN of Share(s):	DK0062498333
(iii) Screen Page:	Bloomberg Code: NOVOB DC Equity
(iv) Exchange:	Copenhagen
(v) Related Exchange(s):	All Exchanges
(vi) Depositary Receipt Provisions:	Not applicable
(vii) Strike Date:	15 December 2025
(viii) Averaging:	Not applicable
(ix) Interest Payment Date(s):	See table below

<b>i</b>	<b>Coupon Valuation Dates</b>	<b>Interest Payment Dates</b>
1	22 June 2026	29 June 2026
2	18 December 2026	29 December 2026
3	22 June 2027	29 June 2027
4	21 December 2027	29 December 2027

- (x) Coupon Valuation Date(s)/Period(s): See table above
- (xi) Coupon Valuation Time: Scheduled Closing Time
- (xii) Observation Date(s): Not applicable
- (xiii) Exchange Business Day: (Single Share Basis)
- (xiv) Scheduled Trading Day: (Single Share Basis)
- (xv) Specified Maximum Days of Disruption: Eight Scheduled Trading Days
- (xvi) Extraordinary Events: As per the Equity Linked Conditions
- (xvii) Additional Disruption Events: As per the Equity Linked Conditions

24. **ETF Linked Interest:** Not applicable
25. **Fund Linked Interest:** Not applicable
26. **Inflation Linked Interest:** Not applicable
27. **Foreign Exchange (FX) Rate Linked Interest:** Not applicable
28. **Reference Item Rate Linked Interest:** Not applicable
29. **EUA Contract Linked Interest Provisions:** Not applicable
30. **Bond Linked Interest:** Not applicable
31. **Custom Index Linked Interest:** Not applicable
32. **Combination Interest:** Not applicable

#### **PROVISIONS RELATING TO REDEMPTION**

33. **Final Redemption Amount:** Calculation Amount \* Final Payout
34. **Final Payout:** Applicable

#### **Redemption (iv)-Digital**

(A) If the Final Redemption Condition is satisfied in respect of the Redemption Valuation Date:

**100 per cent.; or**

(B) Otherwise:

**no Final Redemption Amount will be payable and Physical Delivery will apply**

Where:

**“Final Redemption Condition”** means, in respect of the Redemption Valuation Date, that the Final Redemption Value on such Redemption Valuation Date, as determined by the Calculation Agent is equal to or greater than the Put Strike Percentage

**“Final Redemption Value”** means in respect of the Redemption Valuation Date, RI Value.

**“Put Strike Percentage”** means 60.00 per cent.

**“RI Value”** means, in respect of a Reference Item and the Redemption Valuation Date, (i) the RI Closing Value for such Reference Item in respect of such Redemption Valuation Date, divided by (ii) the relevant RI Initial Value

**“RI Closing Value”** means, in respect of a Reference Item and a ST Valuation Date, the Settlement Price (as defined in the Equity Linked Conditions) on such ST Valuation Date

**“RI Initial Value”** means, in respect of a Reference Item, Initial Closing Price

**35. Automatic Early Redemption:**

Applicable

(i) Automatic Early Redemption Event:

In respect of any Automatic Early Redemption Valuation Date, the AER Value is: greater than or equal to the Automatic Early Redemption Trigger

(ii) AER Value:

RI Value

**“RI Value”** means, in respect of a Reference Item and an Automatic Early Redemption Valuation Date, (i) the RI Closing Value for such Reference Item in respect of such Automatic Early Redemption Valuation Date, divided by (ii) the relevant RI Initial Value

**“RI Closing Value”** means, in respect of a Reference Item and a ST Valuation Date, the Settlement Price (as defined in the Equity Linked Conditions) on such a ST Valuation Date

**“RI Initial Value”** means, in respect of a Reference Item, Initial Closing Price

**“Initial Closing Price”** means the RI Closing Value of a Reference Item on the Strike Date

“**ST Valuation Date**” means each of the Strike Date and Automatic Early Redemption Valuation Date

- (iii) Automatic Early Redemption Amount: The Automatic Early Redemption Amount shall be determined in accordance with the following formula:

**Calculation Amount \* AER Percentage**

- (iv) Automatic Early Redemption Trigger: See table below

j	Automatic Early Redemption Valuation Dates	Automatic Early Redemption Dates	Automatic Early Redemption Trigger(%)	AER Percentage
1	22 June 2026	29 June 2026	100	100
2	18 December 2026	29 December 2026	100	100
3	22 June 2027	29 June 2027	100	100

- (v) Automatic Early Redemption Range: Not applicable

- (vi) AER Percentage: See table above

- (vii) Automatic Early Redemption Date(s): See table above

- (viii) AER Additional Rate: Not applicable

- (ix) Automatic Early Redemption Valuation Date(s): See table above

- (x) Automatic Early Redemption Valuation Time: Scheduled Closing Time

- (xi) Averaging: Not applicable

36. **Issuer Call Option:** Not applicable

37. **Securityholder Put Option:** Not applicable

38. **Early Redemption Amount payable in cases of a Redemption for tax reasons (General Condition 6(b)), a Redemption for Illegality (General Condition 6(c) or, a redemption following an event of default (General Condition 9):** As set out in General Condition 6(f)

39. **Index Linked Redemption:** Not applicable

40. **Equity Linked Redemption:** Applicable - terms specified under paragraph 23 above will also apply for Equity Linked Redemption unless specified otherwise in this paragraph 40

- (i) Redemption Valuation Date(s): 21 December 2027

- (ii) Valuation Time: Scheduled Closing Time



41.	<b>ETF Linked Redemption:</b>	Not applicable
42.	<b>Fund Linked Redemption:</b>	Not applicable
43.	<b>Inflation Linked Redemption:</b>	Not applicable
44.	<b>Credit Linked Interest/Redemption:</b>	Not applicable
45.	<b>Foreign Exchange (FX) Rate Linked Redemption:</b>	Not applicable
46.	<b>Reference Item Rate Linked Redemption:</b>	Not applicable
47.	<b>EUA Contract Linked Redemption:</b>	Not applicable
48.	<b>Bond Linked Redemption:</b>	Not applicable
49.	<b>Custom Index Linked Redemption:</b>	Not applicable
50.	<b>Combination Redemption:</b>	Not applicable
51.	<b>Provisions applicable to Instalment Notes:</b>	Not applicable
52.	<b>Provisions applicable to Physical Delivery:</b>	Applicable
(i)	Entitlement Amount:	An amount per Calculation Amount equal to:

**(Calculation Amount) / (Put Strike Percentage \* Reference RI Initial Price\*FX)**

The Entitlement Amount will be rounded down to the nearest unit of each Relevant Asset capable of being delivered (the “**Equity Element**”) and in lieu thereof the Issuer will pay a residual amount (the “**Residual Amount**”) equal to:

**(Entitlement Amount – Equity Element) \* Physical Delivery Price \*FX**

Where,

“**Put Strike Percentage**” means 60.00 per cent.

“**Reference RI Initial Price**” means in respect of the Redemption Valuation Date, the RI Initial Value in respect of the Reference Item

“**Physical Delivery Price**” means, in respect of the Redemption Valuation Date, the RI Closing Value in respect of the Reference Item

“**FX**” is the relevant RI FX Level (i) on the Redemption Valuation Date

**“RI FX Level”** means for the purpose of converting an amount in respect of a Reference Item (For k=1) means 1/EURDKK, which is determined by the Calculation Agent as the inverse of the EUR/DKK exchange rate (expressed as a number of DKK per one EUR) which appears on the Bloomberg Screen "BFIX" Page on 5.30 pm Frankfurt time on the Redemption Valuation Date, or if that is not a Business Day the immediately succeeding Business Day

**“RI Value”** means, in respect of a Reference Item and the Redemption Valuation Date, (i) the RI Closing Value for such Reference Item in respect of such Redemption Valuation Date, divided by (ii) the relevant RI Initial Value

**“RI Closing Value”** means, in respect of a Reference Item and a ST Valuation Date, the Settlement Price (as defined in the Equity Linked Conditions) on such ST Valuation Date

**“Initial Closing Price”** means the RI Closing Value of a Reference Item on the Strike Date

**“ST Valuation Date”** means each of the Strike Date and Redemption Valuation Date

**“RI Initial Value”** means, in respect of a Reference Item, Initial Closing Price

(ii)	Relevant Asset(s):	The Reference Item
(iii)	Unwind Costs:	Not applicable
(iv)	Cut-Off Date:	The second Business Day immediately preceding the Delivery Date
(v)	Settlement Business Day(s):	TARGET2 and COPENHAGE
(vi)	Delivery Agent:	Banco Bilbao Vizcaya Argentaria, S.A.
(vii)	Assessed Value Payment Amount:	Applicable
(viii)	Failure to Deliver due to Illiquidity:	Applicable
53.	<b>Provisions applicable to Partly Paid Notes:</b>	Not applicable
54.	<b>Variation of Settlement:</b>	The Issuer does not have the option to vary settlement in respect of the Notes as set out in General Condition 5(b)(ii)
55.	<b>Payment Disruption Event:</b>	Not applicable

#### GENERAL PROVISIONS APPLICABLE TO THE NOTES

56.	<b>Form of Notes:</b>	Book-Entry Notes: Uncertificated, dematerialised book entry form notes (anotaciones en cuenta) registered with
-----	-----------------------	--

Iberclear (Plaza de la Lealtad, 1, 28014 Madrid) as managing entity of the Central Registry.

- |            |  |                |
|------------|--|----------------|
| <b>57.</b> | <b>New Global Note:</b>  | No             |
| <b>58.</b> | <b>(i) Additional Financial Centre(s):</b>   | Not applicable |
|            | <b>(ii) Additional Business Centre(s):</b>   | Not applicable |
| <b>59.</b> | <b>Talons for future Coupons or Receipts to be attached to definitive Notes (and dates on which such Talons mature):</b> | No             |

## **RESPONSIBILITY**

The Issuer and the Guarantor accept responsibility for the information contained in these Final Terms and declare that the information contained in these Final Terms is, to the best of their knowledge, in accordance with the facts and contains no omission likely to affect its import.

Signed on behalf of the Issuer:

Signed on behalf of the Guarantor:

By: \_\_\_\_\_

By: \_\_\_\_\_

Duly authorised

Duly authorised

## PART B-OTHER INFORMATION

### 1 Listing and Admission to Trading

Application has been made for the Notes to be admitted to trading on AIAF

### 2 Ratings

The Notes have not been rated.

### 3 Interests of Natural and Legal Persons Involved in the Issue

- (i) Save for any fee paid to the Dealer (if applicable, such fee shall be as set out in the paragraph below) and/or any fee or other inducement paid to the distributor (if any), so far as the Issuer is aware no person involved in the offer of the Notes has an interest material to the offer. For specific and detailed information on the nature and quantity of the fee or inducement paid to the distributor (if any) the investor should contact the distributor.
- (ii) Dealer commission: No

### 4 Estimated Net Proceeds

- (i) Estimated net proceeds: EUR 600,000
- (ii) Estimated total expenses: The estimated total expenses that can be determined as of the issue date are up to EUR 3,000 consisting of listing fees, such expenses exclude certain out-of-pocket expenses incurred or to be incurred by or on behalf of the issuer in connection with the admission to trading

### 5 Performance of the Share, Explanation of Effect on Value of Investment and Other Information concerning the Underlying

The past and future performance, the volatility and background information about the Share can be obtained from the corresponding Bloomberg Screen Page as set out in paragraph 23(iii) above.

For a description of any adjustments and disruption events that may affect the Share and any adjustment rules in relation to events concerning the Reference Item (if applicable) please see Annex 3 (*Additional Terms and Conditions for Equity Linked Notes*) in the Issuer's Base Prospectus.

The Issuer does not intend to provide post-issuance information

### 6 Operational Information

- (i) ISIN Code: ES0305067L42
- (ii) Common Code: Not applicable
- (iii) CUSIP: Not applicable
- (iv) Other Code(s): Not applicable
- (v) Any clearing system(s) other than Euroclear, Clearstream Luxembourg and the DTC Not applicable

approved by the Issuer and the Principal Paying Agent and the relevant identification number(s):

- |        |  |                          |
|--------|--|--------------------------|
| (vi)   | Delivery:  | Delivery against payment |
| (vii)  | Additional Paying Agent(s) (if any):                                     | Not applicable           |
| (viii) | Intended to be held in a manner which would allow Eurosystem eligibility | No                       |

## 7 Distribution

- |   |   |
|---|---|
| 7.1 Method of distribution:                       | Non-syndicated  |
| 7.2 Name and address of relevant Dealer:          | Banco Bilbao Vizcaya Argentaria, S.A.<br>C/ Saucedo 28<br>28050 Madrid Spain  |
| 7.3 U.S. Selling Restrictions:                    | <p>The Notes are only for offer and sale outside the United States in offshore transactions to persons that are not U.S. persons in reliance on Regulation S under the Securities Act and may not be offered, sold, transferred, pledged, delivered, redeemed, directly or indirectly, at any time within the United States or to, or for the account or benefit of, or by, any U.S. person.</p> <p>Each initial purchaser of the Notes and each subsequent purchaser or transferee of the Notes shall be deemed to have agreed with the issuer or the seller of such Securities that (i) it will not at any time offer, sell, resell or deliver, directly or indirectly, such Securities so purchased in the United States or to, or for the account or benefit of, any U.S. person or to others for offer, sale, resale or delivery, directly or indirectly, in the United States or to, or for the account or benefit of, any U.S. person and (ii) it is not purchasing any Notes for the account or benefit of any U.S. person.</p> |
| 7.4 U.S. "Original Issue Discount" Legend:        | Not applicable  |
| 7.5 Prohibition of Sales to EEA Retail Investors: | Not applicable  |
| 7.6 Prohibition of Sales to UK Retail Investors:  | Applicable  |
| 7.7 Sales outside EEA and UK only:                | Not applicable  |

## 8. Subscription and payment.

The Issuer certifies before the Comisión Nacional del Mercado de Valores that the Notes have been fully subscribed for and their Issue Price (EUR 600,000 corresponding to 100 percent of the Aggregate Nominal Amount of the Notes) has been fully paid-up at the date of these Final Terms are being entered into.

The Issuer is only offering to and selling to the Dealer pursuant to and in accordance with the terms of the Programme Agreement. All sales to persons other than the Dealer will be made by the Dealer or persons to whom they sell, and/or otherwise make arrangements with, including the Financial Intermediaries. The Issuer shall not be liable for any offers, sales or purchase of Notes by the Dealer or Financial Intermediaries in accordance with the arrangements in place between any such Dealer or any such Financial Intermediary and its customers.