Unicaja Banco, S.A.

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

EUR 3,500,000,000

Euro Medium Term Note Programme

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

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

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

Under this Programme, Unicaja Banco may from time to time issue Notes governed by Spanish law.

Each tranche of Notes will be issued on the terms set out herein under "*Terms and Conditions of the Notes*" (the "**Conditions**") as supplemented by a document specific to such tranche called final terms (the "**Final Terms**"). The Final Terms of each tranche of Notes (a "**Tranche**") will state whether such Notes are (a) Senior Notes or (b) Subordinated Notes; and, if Senior Notes, whether such Senior Notes are (i) Ordinary Senior Notes or (ii) Senior Non-Preferred Notes; and, if Subordinated Notes, whether such Subordinated Notes are (i) Senior Subordinated Notes or (ii) Tier 2 Subordinated Notes. Notice of the aggregate nominal amount of the Notes, interest (if any) payable in respect of the Notes, the issue price of the Notes and certain other information applicable to each issue of the Notes will also be set out in the Final Terms. The Final Terms of each Tranche will also state whether the relevant Notes are to be: (i) Fixed Rate Notes, (ii) Floating Rate Notes, (iii) Reset Notes, (iv) Fixed to Floating Notes, (v) Floating to Fixed Notes, (vi) Fixed to Reset Notes, or (vii) Zero Coupon Notes.

Notes issued under the Programme may be unrated or rated by any one or more rating agencies. Where a Tranche is rated, such rating will be disclosed in the relevant Final Terms and will not necessarily be the same as the rating(s) assigned to Notes already issued. Whether or not each credit rating applied for in relation to a relevant Tranche will, among others, be issued or endorsed by a credit rating agency established in the European Economic Area ("**EEA**") and registered under Regulation (EU) No 1060/2009, as amended (the

"**CRA Regulation**"), will be disclosed in the relevant Final Terms. In general, European regulated investors are restricted from using a rating for regulatory purposes if such rating is not issued by a credit rating agency established in the EEA and registered under the CRA Regulation unless (1) the rating is provided by a credit rating agency not established in the EEA but is endorsed by a credit rating agency established in the EEA and registered under the CRA Regulation or (2) the rating is provided by a credit rating agency not established in the EEA which is certified under the CRA Regulation. **A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.**

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

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

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

Product Governance under MiFID II – A determination will be made in relation to each issue about whether, for the purpose of the MiFID Product Governance rules under European Union Delegated Directive 2017/593 (the "**MiFID Product Governance Rules**"), any dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise neither the Arranger nor any of its affiliates will be a manufacturer for the purpose of the MIFID Product Governance Rules. The Final Terms in respect of any Notes may include a legend entitled "MiFID II Product Governance" which will outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

Product Governance under UK MiFIR – A determination will be made in relation to each issue about whether, for the purpose of the UK MiFIR product governance rules set out in the FCA Handbook Product Intervention and Product Governance Sourcebook (the "**UK MiFIR Product Governance Rules**"), any dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise neither the Arranger nor any of its affiliates will be a manufacturer for the purpose of the UK MIFIR Product Governance Rules. The Final Terms in respect of any Notes may include a legend entitled "UK MiFIR Product Governance" which will outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any distributor should take into consideration the target market assessment; however, a distributor subject to the UK MiFIR Product Governance Rules is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

PROHIBITION OF SALES TO EEA RETAIL INVESTORS – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the EEA. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (11) of Article 4(1) of MiFID II; or (ii) a customer within the meaning of Directive (EU) 2016/97 (the "**Insurance Distribution Directive**"), where that customer would not qualify as a professional client, as defined in point (10) of Article 4(1) of MiFID II. Consequently no key information document (KID) required by Regulation (EU) No 1286/2014 (the "**PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

PROHIBITION OF SALES TO UK RETAIL INVESTORS –The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom ("**UK**"). For these purposes, a retail investor means a person who is 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 the domestic law of the UK by virtue of the European Union (Withdrawal) Act 2018 ("**EUWA**"); or (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000, as amended ("**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(1) of Regulation (EU) No 600/2014 as it forms part of the domestic law of the UK by virtue of the EUWA. Consequently no key information document (KID) required by Regulation (EU) No 1286/2014 as it forms part of the domestic law of the UK by virtue of the EUWA (the "**UK PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

In addition, in the UK, this Base Prospectus may be distributed to, and directed at, persons (i) who qualify as "investment professionals" within the meaning of Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, as amended (the

"**Order**"); (ii) high net worth companies, unincorporated associations and other bodies within the categories described in Article 49(2) of the Order; and (iii) persons to whom it may otherwise lawfully be communicated (all such persons together, relevant persons).

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

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

Prospective investors are referred to the section headed "Subscription and Sale" on pages 167 to 170 of this Base Prospectus for further information.

For the purpose of Article 21 of the Prospectus Regulation, this Base Prospectus and any Final Terms issued under the Programme will be published on the Issuer's website (https://www.unicajabanco.com/es/inversores-y-accionistas/emisiones/programas-de-emision). Unless specifically incorporated by reference in this Base Prospectus, information contained in that website or in any websites mentioned throughout this Base Prospectus does not form part of this Base Prospectus and has not been examined or approved by the CNMV.

This Base Prospectus will be valid as a base prospectus under the Prospectus Regulation for 12 months from 26 May 2022. The obligation to supplement this Base Prospectus in the event of significant new factors, material mistakes or material inaccuracies will not apply following the expiry of that period.

Arranger

BBVA

The date of this Base Prospectus is 26 May 2022.

IMPORTANT NOTICES

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

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

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

Neither the delivery of this Base Prospectus or any Final Terms nor the offering, sale or delivery of any Note shall, in any circumstances, create any implication that the information contained in this Base Prospectus is true subsequent to the date hereof or the date upon which this Base Prospectus has been most recently amended or supplemented or that there has been no adverse change, or any event reasonably likely to involve any adverse change, in the prospects or financial or trading position of the Issuer since the date thereof or, if later, the date upon which this Base Prospectus has been most recently amended or supplemented or that any other information supplied in connection with the Programme is correct at any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same. The Arranger shall not be responsible for, or for investigating, any matter which is the subject of, any statement, representation, warranty or covenant of Unicaja Banco or the Group contained in this Base Prospectus, or any other agreement or document relating to the Notes, or for the execution, legality, effectiveness, adequacy, genuineness, validity, enforceability or admissibility in evidence thereof.

Notes issued as Green Notes

Prospective investors in any Notes where the "Reasons for the Offer" in Part B of the relevant Final Terms are stated to be for "green" purposes as described therein (the "**Green Notes**") should have regard to the information in the "Use of Proceeds" section of this Base Prospectus and the relevant Final Terms regarding the use of an amount equal to the net proceeds of those Green Notes, should have regard to the factors described in the Green Bond Framework (as defined in the risk factor entitled "*Notes issued as "Green Notes", as described in "Use of Proceeds", may not meet investor expectations or be suitable for an investor's investment criteria*" and "*Use of Proceeds*"), must determine for themselves the relevance of such information for the purpose of any investment in such Green Notes together with any other investigation such investor deems necessary and must seek advice from their independent financial adviser or other professional adviser regarding its purchase of the Green Notes before deciding to invest. For more information see – "*Notes issued as "Green Notes", as*

described in "Use of Proceeds", may not meet investor expectations or be suitable for an investor's investment criteria" and "*Use of Proceeds*".

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

Any report, assessment, opinion or certification of any third party made available in connection with an issue of Green Notes is not incorporated in this Base Prospectus. Any such report, assessment, opinion or certification is not a recommendation by the Issuer, the Arranger, the dealers or any other person to buy, sell or hold any such Notes and is current only as of the date it was issued. Prospective investors must determine for themselves the relevance of any such report, assessment, opinion or certification and/or the information contained therein.

Restrictions on distribution

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

In particular, the Notes have not been, and will not be, registered under the Securities Act or with any securities regulatory authority of any state or other jurisdiction of the United States and are subject to U.S. tax law requirements. The Notes may not be offered, sold or delivered within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S) except in certain transactions exempt from the registration requirements of the Securities Act.

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

Notes will qualify as MREL (as defined in "*Capital, Liquidity and Funding Requirements and Loss Absorbing Powers — MREL Requirements*") eligible liabilities instruments if the conditions set out in article 72b of CRR I (as defined below) and in article 45b of BRRD (as defined below) are met. No specific statement to the qualification of the Notes as MREL eligible liabilities instruments by the Issuer in this Base Prospectus or in the relevant Final Terms is required for their qualification as such. Since Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the EEA, Additional Provision Four of the Spanish Securities Market Law approved by Royal Legislative Decree 4/2015 of 23 October (*Real Decreto Legislativo 4/2015, de 23 de octubre, por el que se*

aprueba el texto refundido de la Ley del Mercado de Valores) (the "**Spanish Securities Market Law**") should not apply to the marketing or placement of the Notes.

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

Benchmarks

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

Rounding and currency

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

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

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

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

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

Forward-Looking Statements

This Base Prospectus contains certain forward-looking statements. The words "anticipate", "believe", "expect", "plan", "intend", "targets", "aims", "estimate", "project", "will", "would", "may", "could", "continue" and similar expressions are intended to identify forward-looking statements. All statements other than statements of historical fact included in this Base Prospectus, including, without limitation, those regarding the financial

position, business strategy, management plans and objectives for future operations of the Issuer are forward-looking statements. These forward-looking statements involve known and unknown risks, uncertainties and other factors, which may cause our actual results, performance or achievements, or industry results, to be materially different from those expressed or implied by these forward-looking statements. These forward-looking statements are based on numerous assumptions regarding the present and future business strategies of the Issuer and the environment in which it expects to operate in the future. Important factors that could cause our actual results, performance or achievements to differ materially from those in the forward-looking statements include, among other factors described in this Base Prospectus: (i) the Issuer's ability to integrate our newly-acquired operations and any future expansion of its business; (ii) the Issuer's ability to realise the benefits it expects from existing and future investments in its existing operations and pending expansion and development projects; (iii) the Issuer's ability to obtain requisite governmental or regulatory approvals to undertake planned or proposed investments; (iv) the Issuer's ability to maintain sufficient capital to fund its existing and future operations; (v) changes in political, social, legal or economic conditions in the markets in which the Issuer and its customers operate; (vi) changes in the competitive environment in which the Issuer and its customers operate; and (vii) failure to comply with regulations applicable to the business of the Issuer. Many of these factors may be more likely to occur, or more pronounced, as a result of catastrophic events, including weather-related catastrophic events, pandemics events or terrorist-related incidents.

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

INFORMATION ON THE MERGER WITH LIBERBANK

The merger of Liberbank, S.A. ("**Liberbank**") (absorbed company) into Unicaja (absorbing company) became effective on 30 July 2021 (the "**Merger**"). Please see "*Description of the Issuer – History and Development – Recent developments – Merger by absorption of Liberbank by Unicaja Banco*" for more information.

Although descriptions contained in this Base Prospectus are those of Unicaja Banco and its Group after the Merger, quantitative information for the 2020 fiscal year in this Base Prospectus (including historical consolidated financial information and information on the regulatory own funds and eligible liabilities position for such periods) refers to Unicaja Banco and/or Liberbank (and their respective groups) as separate entities and/or groups and, therefore, that information may not reflect what the business, financial condition, results of operations, cash flows or regulatory own funds and eligible liabilities position and requirements of the Group resulting from the Merger would have been had the Merger been effective during those periods.

The financial information on the Group resulting from the Merger is included in the 2021 Annual Accounts as of and for the year ended 31 December 2021. Given that the Merger was materialised on 31 July 2021 for accounting purposes (i) the financial information of the Bank and/or the Group as of 31 December 2020 does not contain any financial information regarding Liberbank; (ii) the consolidated balance sheet of the Group as of 31 December 2021 includes Liberbank's assets and liabilities and the results generated by Liberbank from August to December 2021 and therefore they are not comparable with the consolidated balance sheet of the Group as of 31 December 2020 and the results of the Group for the year ended 31 December 2020; and (iii) the consolidated income statement of the Group for year ended 31 December 2021 includes the results generated by Liberbank from August to December 2021 and therefore it is not comparable with the consolidated income statement of the Group for the year ended 31 December 2020. In addition, no information on the own funds and eligible liabilities requirements (MREL requirement) for the Group resulting from the Merger is available.

Consequently, it may be difficult to evaluate the current business of Unicaja Banco and its Group and predict its future performance on the basis of the information contained in this Base Prospectus.

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OVERVIEW

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

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

Words and expressions defined in the "*Terms and Conditions of the Notes*" below or elsewhere in this Base Prospectus have the same meanings in this overview.

Issuer:	Unicaja Banco, S.A.
LEI Code:	5493007SJLLCTM6J6M37
Risk factors:	There are certain factors that may affect the Issuer's ability to fulfil its obligations under Notes issued under the Programme. These are set out under "*Risk Factors – Risks relating to the Issuer and the Group*" below. In addition, there are certain factors which are material for the purpose of assessing the market risks associated with Notes issued under the Programme. These are set out under "*Risk Factors – Risks Relating to the Notes*" and include certain risks relating to the structure of particular Series of Notes and certain market risks.
Description:	Euro Medium Term Note Programme.
Arranger:	Banco Bilbao Vizcaya Argentaria, S.A.
Paying Agency:	For Notes listed on AIAF, all payments under the Conditions will be carried out directly by the Issuer through Iberclear.
Clearing Systems:	Iberclear.
Programme Size:	Up to €3,500,000,000 in aggregate original nominal amount of all Notes outstanding at any time.
Distribution:	Subject to applicable selling restrictions, Notes may be distributed by way of private or public placement and in each case on a syndicated or non-syndicated basis.
Form of Notes:	The Notes will be issued in uncertified, dematerialised book-entry form (*anotaciones en cuenta*) and will be registered with Iberclear.
Fixed Rate Notes:	Fixed interest will be payable on such date or dates as may be agreed between the Issuer and the relevant dealer and on redemption and will be calculated on the basis of such Day Count Fraction as may be agreed between the Issuer and the relevant dealer.
Reset Notes:	Reset Rate Notes will bear interest at an initial fixed rate of interest from (and including) the Interest Commencement Date until (but excluding) the First Reset Date at the rate per annum equal to the Initial Rate of Interest, that will be reset as described in Condition 6 (Reset Notes

Provisions) on the First Reset Date, the Second Reset Date (if applicable) and each Subsequent Reset Date (if any) thereafter.

Floating Rate Notes: Floating Rate Notes will bear interest at a rate determined either

(i) in accordance with "*Screen Rate Determination*" (see Condition 7(c) (*Floating Rate Note Provisions -Screen Rate Determination*) of the Conditions of the Notes); or

(ii) in accordance with "*ISDA Determination*" (see Condition 7(d) (*Floating Rate Note Provisions -ISDA Determination*) of the Conditions of the Notes).

The margin (if any) relating to such floating rate will be agreed between the Issuer and the relevant dealer for each Series of Floating Rate Notes.

Floating Rate Notes may also have a maximum interest rate, a minimum interest rate or both.

Interest on Floating Rate Notes in respect of each Interest Period, as agreed prior to issue by the Issuer and the relevant dealer, will be payable on such Interest Payment Dates, and will be calculated on the basis of such Day Count Fraction, as may be agreed between the Issuer and the relevant dealer.

Zero Coupon Notes: Zero Coupon Notes will be offered and sold at a discount to, or at 100% of, their principal amount. Zero Coupon Notes do not bear interest and an investor will not receive any return on the Notes until redemption.

Benchmark Discontinuation: On the occurrence of a Benchmark Event, the Issuer and, if applicable, an Independent Adviser may, subject to certain conditions, in accordance with Condition 9 (*Benchmark Discontinuation*) of the Conditions of the Notes and without any requirement for consent or approval of the Holders, determine a Successor Rate or, failing which, an Alternative Rate and, in either case, an Adjustment Spread.

If any Successor Rate, Alternative Rate and/or Adjustment Spread is determined in accordance with Condition 9 (*Benchmark Discontinuation*), the Independent Financial Adviser or the Issuer, (following consultation with the Independent Financial Adviser) may vary the Conditions of the Notes if necessary to follow market practice in relation to the Successor Rate or Alternative Rate and/or Adjustment Spread.

Redemption: The relevant Final Terms will indicate either that the relevant Notes cannot be redeemed prior to their stated maturity (other than following an event of default or a Tax Event or, if indicated as applicable in the relevant Final Terms, following a MREL Disqualification Event and, in the case of Tier 2 Subordinated Notes, following a Capital Event, if indicated as applicable in the relevant Final Terms) or that such Notes will be redeemable at the option of the Issuer and/or the Holders upon giving notice to the Holders or the Issuer, as the case may be, on a date or dates specified prior to such stated maturity and at a price or prices specified in the relevant Final Terms. In addition, if so specified in the

	relevant Final Terms, the Issuer may redeem the relevant Notes at any time if the Outstanding Principal Amount of such Notes is equal or less of the Residual Percentage specified in the relevant Final Terms of the aggregate nominal amount of the Notes originally issued. Redemption of Tier 2 Subordinated Notes at the option of the Issuer may only take place after five years from their date of issuance or any different minimum period permitted under Applicable Banking Regulations. Tier 2 Subordinated Notes where the MREL Disqualification Event has been specified as applicable in the relevant Final Terms may be redeemed pursuant to a MREL Disqualification Event only after five years from their date of issuance or such other minimum period permitted under Applicable Banking Regulations (including, for the avoidance of doubt, Applicable MREL Regulations). In accordance with Article 63.(i) of CRR I (as defined in the Conditions of the Notes), redemption of the Notes at the option of the Holders shall not be applicable to Tier 2 Subordinated Notes. Redemption following a Tax Event in the case of Tier 2 Subordinated Notes or Notes that qualify as Eligible Liabilities, or redemption following a Capital Event or a MREL Disqualification Event, will be subject to the prior permission of the Regulator and/or the Relevant Resolution Authority if required therefor under Applicable Banking Regulations and may only take place in accordance with Applicable Banking Regulations in force at the relevant time. See Condition 10(l) (*Redemption and Purchase -Conditions to Redemption and Purchase*) of the Conditions of the Notes.
Substitution and Variation	If indicated as applicable in the relevant Final Terms and if a Tax Event, a MREL Disqualification Event or a Capital Event occurs and is continuing, the Issuer may substitute all (but not some only) of the Notes or vary the terms of all (but not some only) of the Notes, without any requirement for the consent or approval of the Holders, so that they are substituted for, or varied to become or remain, Qualifying Notes. See Condition 15 (*Substitution and Variation*) of the Conditions of the Notes.
Denomination:	The Notes will be issued in such denominations as may be agreed between the Issuer and the relevant dealer save that the minimum denomination of each Note will be at least €100,000.
Taxation:	All payments of interest and any other amounts payable in respect of the Notes by or on behalf of the Issuer will be made free and clear of, and without withholding or deduction for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature, unless such withholding or deduction is required by law. In that event, the Issuer will, save in certain limited circumstances or exceptions (please refer to Condition 12 (*Taxation*) of the Conditions of the Notes) be required to pay such additional amounts in respect of interest and any other amounts (excluding, for the avoidance of doubt, any repayment of principal or any premium) (except in the case of Ordinary Senior Notes, where additional amounts will be paid in respect of the payment of any

	interest and, if so specified in the relevant Final Terms, principal (and/or premium, if any)), as will result in receipt by the Holders of such amounts as would have otherwise been receivable by them had no such withholding or deduction been required. All payments in respect of the Notes will be subject in all cases to (i) any fiscal or other laws and regulations applicable thereto in the place of payment or other laws and regulations to which the Issuer if subject, but without prejudice to the provisions of Condition 12 (*Taxation*) of the Conditions of the Notes; and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the "**Code**") or otherwise imposed pursuant to Sections 1471 to 1474 of the Code and any regulations or agreements thereunder or any official interpretations thereof ("**FATCA**") or any law implementing an intergovernmental approach to FATCA.
Status:	Notes may be either Senior Notes or Subordinated Notes and, in the case of Senior Notes, Ordinary Senior Notes or Senior Non-Preferred Notes and, in the case of Subordinated Notes, Senior Subordinated Notes or Tier 2 Subordinated Notes and will all rank as more fully described in Condition 4 (*Status*) of the Conditions of the Notes.
Governing Law:	The Notes and any non-contractual obligations arising out of or in connection with the Notes will be governed by, and shall be construed in accordance with, Spanish law (*legislación común española*).
Rating:	The Issuer's long term ratings as of the date of this Base Prospectus are "Baa3" (Stable) by Moody's Investors Service España, S.A. and "BBB" (Stable) by Fitch Ratings Ireland Limited. Series of Notes issued under the Programme may be rated or unrated. Where a Series of Notes is rated, such rating will be disclosed in the relevant Final Terms. A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.
Listing:	This Base Prospectus has been approved by the CNMV as competent authority under the Prospectus Regulation. Application may be made for Notes issued under the Programme to be listed on AIAF. Notes may be listed or admitted to trading, as the case may be, on other or further stock exchanges or markets (either Spanish, European or non-European, including regulated markets, multilateral trading facilities or any other organised markets) agreed between the Issuer and the relevant dealers in relation to the Series. No unlisted Notes may be issued under the Programme. The relevant Final Terms will state on which stock exchanges and/or markets the relevant Notes are to be listed and/or admitted to trading. .
Selling Restrictions:	There are restrictions on the offer, sale and transfer of Notes in the EEA, Spain, the UK, the United States and the Republic of Italy, and other such

	other restrictions as may be required in connection with the offering and sale of a particular Tranche of Notes (see "*Subscription and Sale*").
United States Selling Restrictions:	Regulation S.

RISK FACTORS

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

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

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

Given that the Merger was materialised on 31 July 2021 for accounting purposes (i) the financial information of the Bank and/or the Group as of 31 December 2020 does not contain any financial information regarding Liberbank; (ii) the consolidated balance sheet of the Group as of 31 December 2021 includes Liberbank's assets and liabilities and the results generated by Liberbank from August to December 2021 and therefore it is not comparable with the consolidated balance sheet of the Group as of 31 December 2020 and the results of the Group for the year ended 31 December 2020; and (iii) the consolidated income statement of the Group for the year ended 31 December 2021 includes the results generated by Liberbank from August to December 2021 and therefore it is not comparable with the consolidated income statement of the Group for the year ended 31 December 2020.

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

RISKS RELATING TO THE ISSUER AND THE GROUP

Business and financial risks

The Group's business is significantly affected by the credit risk of its customers and counterparties and is particularly exposed to the creditworthiness of individuals, families and small and medium enterprises ("SMEs").

The Group is exposed to the creditworthiness of its customers and counterparties. Credit risk is defined as potential losses in respect of the full or partial breach of the debt repayment obligations of customers or counterparties (including, but not limited to, the insolvency of a counterparty or debtor), and also includes the value loss as a consequence of the credit quality of customers or counterparties. This risk is particularly

significant in adverse market situations such as those prevailing today, principally due to the current macroeconomic situation affected, amongst other, by the political tensions derived from the conflict between the Russian Federation and Ukraine and the lasting economic impact of the COVID-19 pandemic (see – "*The Group's business primarily depends on the Spanish economy and therefore, any adverse changes to this or any adverse situation could have a negative impact on the Group*").

As of 31 December 2021, credits to customers and fixed income debt securities[1] represented 48.6% and 22.2% respectively, of the total assets of the Group (42.2% and 35.9%, respectively, as of 31 December 2020). Although in some cases compliance with the referred contractual obligations is secured, collateral and security provided to the Group may be insufficient.

In addition, the Group's loan portfolio primarily consists of mortgage and consumer lending granted to retail customers[2] (representing 63.3% and 64.2% of the total performing loan book as of 31 December 2021 and 31 December 2020, respectively) and loans to SMEs (representing 13% and 13.5% of the total performing loan book as of 31 December 2021 and 31 December 2020, respectively, and including the self-employed). Households and SMEs with a high level of debt are more likely to have difficulties in complying with their debt obligations due to unfavorable economic circumstances than other types of clients; therefore, the high concentration in this type of clients could have a negative impact on the income from interest of the Group. Furthermore, the high level of debt of households and SMEs also limits their capacity to incur any further debt, which could negatively affect the Group's business activities.

In general, the Group's ability to mitigate credit risk depends in large part on its ability to assess the credit worthiness of its counterparties. However, the availability of precise, complete financial information as well as general credit information on which to base decisions related to credit is more limited with regard to SMEs than it is for large corporates and is even more limited in the case of households and may lead to errors on the precise assessment of the credit risk.

Non-performing or low credit quality loans could negatively impact the Group's results of operations. As of 31 December 2021, the non-performing loans ("**NPLs**") amounted to €1,980.4 million (€1,181 million as of 31 December 2020), the Group's NPL ratio[3] was 3.5% (4.2% as of 31 December 2020) and the Group's NPL coverage ratio[4] was 68.5% (67.4% as of 31 December 2020). In addition, the Group had €1,409.9 million of refinanced and restructured gross loans (of which 57.9% corresponded to NPLs) as of 31 December 2021 (€1,223 million (of which 52.8% corresponded to NPLs) as of 31 December 2020).

With regard to Liberbank, as of 31 December 2020, the NPLs amounted to €805 million, its NPL ratio was 2.9% and its NPL coverage ratio was 56.1%. In addition, Liberbank had €367.8 million of refinanced and restructured gross loans[5] (of which 70% corresponded to NPLs) as of 31 December 2020.

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

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1 Fixed income debt securities is an APM. For further information please see "*Description of the Issuer—Alternative Performance Measures*".

2 Mortgage and consumer lending granted to retail customers is an APM. For further information please see "*Description of the Issuer—Alternative Performance Measures*".

3 NPL ratio is an APM. For further information please see "*Description of the Issuer—Alternative Performance Measures*".

4 NPL coverage ratio is an APM. For further information please see "*Description of the Issuer—Alternative Performance Measures*".

5 Refinance and restructured gross loans is an APM for Liberbank. For further information please see "*Description of the Issuer—Alternative Performance Measures*".

The Group is subject to significant exposure to real estate

The Group is exposed to the Spanish real estate market both directly (through the real estate assets that it owns) and indirectly (given that real estate assets secure many of its outstanding loans).

As of 31 December 2021, the gross carrying amount of foreclosed real estate assets amounted to €2,208.4 million, which in net terms (€823.9 million) represented 0.7% of total assets (€1,091 million as of 31 December 2020, which in net terms (€405 million) represented 0.6% of total assets) and the foreclosed assets coverage ratio[6] stood at 62.7% (62.9% as of 31 December 2020). Additionally, as of 31 December 2021, the gross loans to real estate developers amounted to €956.8 million, which in net terms (€868.7 million) represented 0.7% of total assets (€816.8 million as of 31 December 2020, which in net terms (€770.2 million) represented 1.2% of total assets). As of 31 December 2021, the carrying amount of mortgage loans granted to its customers for households to buy housing totaled to €31,021.6 million, which represented 26.8% of total assets (€14,773.2 million as of 31 December 2020, which represented 22.5% of total assets).

With regard to Liberbank, as of 31 December 2020, the gross carrying amount of foreclosed real estate assets amounted to €1,333.6 million, which in net terms (€672.8 million) represented 1.4% of Liberbank's total assets and the foreclosed assets coverage ratio stood at 49.5%. Additionally, as of 30 June 2021, the gross loans to real estate developers amounted to €342.3[7] million, which in net terms (€311.5 million) represented 0.7% of Liberbank's total assets (€336.9 million as of 31 December 2020, which in net terms (€312.4 million) represented 0.7% of total assets). As of 30 June 2021, the carrying amount of mortgage loans granted to its customers for households to buy housing totaled to €15,873.7[8] million, which represented 34% of Liberbank's total assets (€15,088.1 million as of 31 December 2020, which represented 31.8% of total assets).

While in recent years the demand for housing and related real estate loans has increased again, it is expected that the current macroeconomic situation will have a material negative impact on the property market as economic and socioeconomic uncertainties and agents' perceptions of stagnating or weakening economic conditions could cause the demand for real estate properties to decline. Any decreases in property prices in Spain would reduce the value of the portfolio of real-estate assets owned by the Group and underlying collateral securing its mortgage loans and other property loans. In the event of defaults, this would therefore increase the expected losses of the Group. All of the aforementioned could materially and negatively affect the Group's banking, capital and funding activities and have a material adverse effect on its business, prospects, financial condition, results of operations and cash flows.

The Group's business is particularly sensitive to changes in interest rates

The Group's business is inherently subject to interest rate risk and any failure to manage changes in interest rate levels, yield curves and spreads may affect its business due to (i) the reduction of the spread between the average yield on interest-earning assets and the average cost of interest-bearing liabilities, (ii) the repricing value of the assets and liabilities of the Group and (iii) lower profitability. The results of the Group's banking operations are affected by the management of interest rate risk, by which the Group manages the relationship between changes in market interest rates on the Group's assets and liabilities and changes in the Group current and future cash flows and net interest income as a result therefrom.

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[6] Foreclosed assets coverage ratio is an APM. For further information please see "*Description of the Issuer—Alternative Performance Measures*".

[7] This metric has been obtained from the Liberbank's accounting records as of 30 June 2021, and is determined in the same manner as the corresponding metric as of 31 December 2020 included in Note 3.2.9 of Liberbank's consolidated annual accounts for its inclusion in this Base Prospectus for comparison purposes.

[8] This metric has been obtained from the Liberbank's accounting records as of 30 June 2021, and is determined in the same manner as the corresponding metric as of 31 December 2020 included in Note 10 of Liberbank's consolidated annual accounts for its inclusion in this Base Prospectus for comparison purposes.

A rise or decline in interest rates would cause a progressive repricing of the Group's variable rate assets[9] (€69,279 million have floating or variable rates, or will reprice immediately, as of 31 December 2021, representing 60% of the Group's total assets, and €36,049 million as of 31 December 2020, representing 55% of the Group's total assets) and liabilities[10] (€42,139 million have floating or variable rates, or will reprice immediately, as of 31 December 2021, representing 36% of the Group's total assets, and €30,806 million as of 31 December 2020, representing 47% of the Group's total assets).

In this regard, as of 31 December 2021, and under the assumptions of constant balance and following the modelling of non-maturity deposits recommended by the European Banking Authority ("**EBA**"), the Group estimates that a parallel and instantaneous increase of 100 basis points in interest rate curves would have had a positive impact of 20% on the Group's net interest income once the balance sheet is fully repriced. Conversely, the scenario of a parallel and instantaneous decrease of 100 basis points in interest rate curves would have had a negative impact of 19% on the Group's net interest income once the balance sheet is fully repriced (which would happen in the second financial year).

If the yield on the Group's interest-earning assets does not increase at the same time or to the same extent as the Group's cost of funds, or if the Group's cost of funds does not decline at the same time or to the same extent as the decrease in yield on the Group's interest-earning assets, the Group's market value, current and future cash flows and net interest income may be materially and adversely affected. Even though changes in absolute interest rate levels are difficult to predict and are influenced by numerous factors beyond the Group's control (i.e., the financial sector regulation in the markets in which the Group operates, the monetary policies developed by the ECB and other central banks and the Spanish and international political and economic climate), if the current period of flatter and negative interest rate yield curves persists it could have a material adverse effect on the Group's net interest income given the current low yields of the Group's loan and its debt securities portfolios.

A low interest rate environment, puts pressure on the Group's margins, and a continued low rates environment could materially and adversely affect the Group's business, prospects, financial condition, results of operations and cash flows. Although the Group seeks to manage its banking book with interest rate risk hedging instruments or by promoting different financial products and strategies, mismatches in funding costs and interest income may have a material adverse effect on the Group's business.

On the other hand, a stronger than expected rise in interest rates could be very damaging to the Group's business through an increase in loan impairment charges as well as by significantly increasing defaults on customers' loans if borrowers cannot refinance in a higher interest rate environment or if they are unable to meet their greater interest expense obligations. As of the date of this Base Prospectus , the market expects the twelve-month EURIBOR to reach an average level of 0.95% during the second semester of 2022 (Source: *Bloomberg*). On the other hand, in view of the current macroeconomic scenario and the ECB's announcement regarding the increase in interest rates during the year 2022, the market expects three to four 0.25% interest rate increases in the ECB's marginal deposit facility during the year 2022 (Source: *Bloomberg*).

The Group faces risks relating to disruptions, dislocations, structural challenges and volatility in financial markets and is exposed to counterparty risk with the Spanish and foreign governments

The business of the Group is exposed to market risk, which concerns the potential losses deriving from a change in value of the positions in the portfolios of assets held for trading and available for sale because of adverse

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[9] Both variable rate assets and variable rate liabilities are APMs. For further information please see "*Description of the Issuer—Alternative Performance Measures*".

[10] Both variable rate assets and variable rate liabilities are APMs. For further information please see "*Description of the Issuer—Alternative Performance Measures*".

fluctuations in or volatility of market prices. These changes would sometimes be defined by the primary factors thereof, such as credit and interest-rate risks for the price of fixed-income instruments. In the case of options, there are several risk factors to be taken into consideration with volatility being a key one.

In particular, the business of the Group will be exposed to the risk of fluctuations in market price; the fair value of equities could therefore fall as a result of changes in share prices or indexes. Price risk affects positions classified as financial assets and liabilities held for trading, non-trading financial assets mandatorily at fair value through profit or loss, financial assets designated at fair value through profit or loss and financial assets at fair value through other comprehensive income. A 1% decrease in the market price would lead to a total impact on the Group's equity of €1.3 million as of 31 December 2021 (net of the corresponding tax effect).

Financial markets (in particular equity, debt and oil and other commodities markets) can experience sometimes sustained periods of unpredictable movements, severe dislocations, liquidity disruptions and economic shocks, some or all of which may not be linked to changes in the broader economic situation. The Group's wholesale funds (markets)[11] amounted to €12,222 million, or 10.6% of the Group's total assets as of 31 December 2021 (€7,121 million or 10.8% of the Group's total assets as of 31 December 2020). With regard to Liberbank, the wholesale funds (markets) amounted to €3,988.1 million, or 8.4% of Liberbank's total assets as of 31 December 2020. Any unpredictable or extreme market conditions could lead to volatility in the Group's profitability and solvency and in the carrying amount of certain assets in the Group's balance sheet, caused by price changes and changes in the demand for some of the Group's banking services and products. This could result in, among other things, a delay in raising funding or capital, the issuance of capital and funding of different types or under different terms than otherwise would have been issued or realized, or the incurrence of additional or increased funding and capital costs compared to the costs borne in a more stable market environment. Furthermore, the Group's hedging and other risk management strategies, such as balance sheet steering and interest rate management, may not be as effective at mitigating risks as such strategies would be under more stable market conditions.

Financial markets are susceptible to severe events characterized by rapid depreciation in asset values accompanied by a reduction in liquidity. Under such conditions, market participants are particularly exposed to the market behavior of other market participants simultaneously unwinding or adjusting positions, which may even further exacerbate rapid decreases in values of some of the Group's assets or collateral held in the Group's favor and which could cause liquidity tensions and disruptions.

There can be no assurance that market volatility will not result in a prolonged market decline, or that market declines for other reasons will not occur in the future. Market decline could lead to the Group suffering significant losses, especially if the slump were to persist for an extended period of time. Therefore, market volatility, liquidity disruptions, or market dislocations could materially and adversely affect the Group's banking, capital and funding activities and could have a material adverse effect on the Group's liquidity, business, prospects, financial condition, results of operations and cash flows.

Any decline in the credit ratings of the states issuing the debt securities acquired by the Group could adversely affect the value of the respective securities held by Unicaja Banco in its various portfolios. Any decline in the credit ratings of Spanish public debt would also likely increase the cost of financing this public debt, which could result in increased taxation or lower government spending and, consequently, could have an adverse effect on Spanish economic conditions and lead to an increase in sovereign default risk. As of 31 December 2021, the exposure of the Group to sovereign risk[12] amounted to €23,311.6 million, representing 20.2% of the total assets (€18,997.3 million, representing 29% of the total assets, as of 31 December 2020), where Spanish sovereign

[11] Wholesale funds (markets) is an APM. For further information please see "*Description of the Issuer—Alternative Performance Measures*".

[12] Sovereign risk is an APM. For further information please see "*Description of the Issuer—Alternative Performance Measures*".

exposure represented 63.1% of that exposure (55.2% as of 31 December 2020), Italian sovereign exposure represented 33.2% (42.8% as of 31 December 2020) and Portuguese sovereign exposure represented 0.9% (1.6% as of 31 December 2020), while the remaining 2.8% of sovereign exposure corresponded to Andorra and the United States (0.4% as of 31 December 2020). With regard to Liberbank, as of 31 December 2020, its sovereign risk amounted to €14,589.1[13] million, representing 30.7% of its total assets, where Spanish sovereign exposure represented 76.1% of that exposure, Italian sovereign exposure represented 22.2% and Portuguese sovereign exposure represented 1.7%.

A downgrade of the Group's public debt portfolio could also adversely affect the extent to which it can use these securities as collateral for European Central Bank ("**ECB**") refinancing and, indirectly, for refinancing with other securities.

Consequently, if any of the governments and related public entities to which the Group has exposure fails to comply with its obligations under debt or other obligations or suffer any credit rating downgrade or significant increase in the yield on its debt, this could have a material adverse effect on the Group's business, prospects financial condition, results of operations and cash flows.

Funding and liquidity risks are inherent in the Group's operations

Liquidity risk entails uncertainties relating to the Group's ability, under adverse conditions, to access funding necessary to cover its obligations to customers, meet its liabilities as they come due or at bearable cost for the Bank and satisfy capital requirements. It includes the risk of mismanagement of the Group's liquidity position which can negatively result in unexpected increases in the cost of funding, the risk of misaligned maturities between assets and liabilities, as well as the risk of inability to meet the Group's payment obligations on time at a reasonable price due to liquidity pressures. The Group is subject to the risk that it cannot meet the Group's payments and collateral obligations when due without significant losses or at all. The Group is also subject to the risk of not being able to meet expected or unexpected current or future cash outflows or collateral needs without affecting either daily operations or the Group's financial condition.

As of 31 December 2021, the Group's financing structure in terms of total liabilities and equity consists of 56% of retail funding[14] (€64,711 million) (58.1% or €38,062 million as of 31 December 2020), 8% of deposits of public administrations (€9,259 million) (5% or €3,265 million as of 31 December 2020), 10.6% of wholesale funds (markets) (€12,222 million) (10.9% or €7,121 million as of 31 December 2020), 8.9% of central banks funding (€10,291.7 million) (7.6% or €4,998 million as of 31 December 2020), 5.8% of deposits and repos from credit institutions (€6,665 million) (5.8% or €3,805 million as of 31 December 2020), 5.3% of other liabilities[15] (€6,075.3 million) (6.5% or €4,287 million as of 31 December 2020) and 5.5% of equity (€6,326 million) (6.1% or €4,005 million as of 31 December 2020).

As of 31 December 2020, Liberbank's financing structure consisted of 51.5% of retail deposits[16] (€24,486.5 million), 4.9% of deposits of public administrations (€2,309.8 million), 8.4% of wholesale funds (markets)[17] (€3,988.1 million), 9.4% of central banks funding (€4,464.3 million), 13.8% of deposits and repos from credit

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[13] As compared to Unicaja's sovereign risk, this amount includes sovereign risk (i) held through financial derivatives and (ii) guaranteed by the ECB

[14] Retail funding is an APM. For further information please see "*Description of the Issuer—Alternative Performance Measures*".

[15] Other liabilities is an APM for Liberbank. For further information please see "*Description of the Issuer—Alternative Performance Measures*".

[16] Retail deposits is an APM for Liberbank. For further information please see "*Description of the Issuer—Alternative Performance Measures*".

[17] Wholesale funds (markets) is an APM for Liberbank. For further information please see "*Description of the Issuer—Alternative Performance Measures*".

institutions[18] (€6,532.7 million), 5% of other liabilities[19] (€2,375.8 million) and 7.1% of equity (€3,352.8 million).

With regard to funding risk, the Group relies on customer deposits from retail, private and corporate banking customers to meet the majority of its funding needs. As of 31 December 2021, the total amount of customer deposits (non-market) excluding valuation adjustments[20] amounted to €73,969 million, or 64% of the Group's total assets as of such date (€41,327 million or 63% of the Group's total assets as of 31 December 2020). In the case of Liberbank, the total amount of customer deposits (non-market) excluding valuation adjustments amounted to €27,309.3 million, or 57.5% of its total assets as of 31 December 2020. Such deposits may be subject to fluctuation as a result of several factors, some of which are outside the Group's control. The short-term nature of part of this source of financing could cause liquidity problems in the future if deposits do not reach the expected volumes or are not renewed. If a significant number of depositors withdraw their deposits or do not reinvest after their termination, the Group's liquidity could suffer.

Wholesale funds (markets) amounted to €12,222 million, or 10.6% of the Group's total assets as of 31 December 2021 (€7,121 million or 10.9% of the Group's total assets, and €3,988.1 million or 8.4% of Liberbank's total assets as of 31 December 2020). In the event that wholesale markets funding were to be no longer available or too expensive, or if the ECB decides to normalize monetary policy, the Group could be forced to raise interest rates paid on deposits to attract more customers and/or sell assets, possibly at reduced prices. The persistence or worsening of adverse market conditions or the rising of interest rates could have a material adverse effect on the Group's ability to access liquidity and negatively impact upon its financing costs (either directly or indirectly). In this regard, the Group's financing capacity depends largely on the credit rating of Spain, which acts as a "roof" on the credit rating of Spanish companies. A potential downgrade in the credit rating of Spain could negatively affect the way financial institutions (including the Group) fund their balance sheets, increasing their effective cost and worsening their financial results. Furthermore, any downgrade in the credit rating of Spain may increase the risk of a downgrade of the Group's credit ratings by the rating agencies.

In addition, most of the Group's long-term funding has been formalized through mortgage covered bonds, and the Group maintains a relevant covered bonds issuance legal capacity. As of 31 December 2021, the outstanding amount of mortgage covered bonds was €4,934.1 million (€3,433.9 million as of 31 December 2020) and the Group had an issuance legal capacity of €15,107 million (€8,644.6 million as of 31 December 2020) (calculated in accordance with applicable regulations which, as of 31 December 2021, was Law 2/1981, regulating the mortgage market (*Ley 2/1981 de regulación del mercado hipotecario*)). Moreover, as of 31 December 2021, the total outstanding amount of mortgage covered bonds that are expected to mature before 31 December 2023 amounted to €912 million, representing 18.5% of the total outstanding amount of mortgage covered bonds. In relation to Liberbank, as of 31 December 2020, the outstanding amount of mortgage covered bonds was €7,093 million and Liberbank had an issuance capacity of €4,683.1 million. A potential reduction of the portfolio eligible to be used to cover bonds due to the outcome of future internal reviews or changes to the Spanish or EU covered bonds regulation could potentially reduce the Group's eligible portfolio and covered bond issuance capacity, which could have a material adverse effect on the Group's business, prospects financial condition, results of operations and cash flows.

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[18] Deposits and repos from credit institutions is an APM for Liberbank. For further information please see "*Description of the Issuer—Alternative Performance Measures*".

[19] Other liabilities is an APM for Liberbank. For further information please see "*Description of the Issuer—Alternative Performance Measures*".

[20] Customer deposits (non-market) excluding valuation adjustments is an APM. For further information please see "*Description of the Issuer—Alternative Performance Measures*".

Although as of 31 December 2021, the Group's LTD ratio[21] was 75% (65.2% as of 31 December 2020) and the Group's liquidity coverage ("**LCR**") and net stable funding ("**NSFR**") ratios were in excess of the Group's regulatory requirements of 100% for both ratios (307% and 142% as of 31 December 2021, respectively, and 310% and 142% as of 31 December 2020, respectively), there can be no assurance that this will be the case in the future. With regard to Liberbank, its LTD ratio was 100.8%, while its LCR and NSFR ratios were 222.2% and 118.4%, respectively, as of 31 December 2020.

In light of all of the aforesaid, in the present economic climate and given the uncertain economic and social impact of the COVID-19 pandemic, the Group is unable to provide assurance that Unicaja Banco can meet its liquidity requirements or fulfil them without incurring higher funding costs, which could have a substantial adverse impact on its business, results and/or financial and equity position.

A downgrading of Unicaja Banco's credit rating could have a negative effect on Unicaja Banco's activities, financial condition and results of operations

Unicaja Banco has been assigned the following ratings by credit rating agencies:

Agency	Long term	Short term	Outlook
Fitch (3 December 2021)	BBB-	F3	Stable
Moody's (24 November 2021)	Baa3	Prime-3	Stable

Any downgrading of Unicaja Banco's credit rating could drive up the costs of funding or require the Group to replace funding lost due to the downgrading or possible downgrading of its rating; restrict Unicaja Banco's access to capital markets and certain types of instrument and money and financial markets; require additional collateral to be provided to secure derivative contracts and other secure funding agreements; adversely affect the sale or commercialization of products; reduce the pool of possible investors in Unicaja Banco; hinder its ability to retain customers; and affect Unicaja Banco's involvement in commercial transactions. Any of these factors could erode the Group's liquidity and negatively affect its activities, financial condition and results.

Given the difficulties faced by the financial markets and financial services sector, it cannot be guaranteed that the ratings agencies will not change their ratings or outlook for Unicaja Banco.

Increased competition in the markets where the Group operates may adversely affect its growth prospects and operations

The markets in which the Group operates are highly competitive. Financial sector reforms in these markets (mainly in Spain) have increased competition among both local and foreign financial institutions, and the Bank believes that this trend will continue in the future. In addition, the trend towards consolidation in the banking sector has created larger and stronger banks with which the Group must now compete.

The Group also faces competition from non-bank competitors, such as brokerage companies, department stores (for some credit products), leasing and factoring companies, mutual fund and pension fund management companies and insurance companies, "crowdfunding" and other financial technology developments, financial services technologies (Fintechs) which include "payment initiation services providers" and "information services providers", internet-based e-commerce providers, mobile telephone companies and internet search engines and other large digital players such as Amazon, Google, Facebook or Apple, who have also started to offer financial services (mainly payments and credit) ancillary to their core business. Several of these competitors may have long operating histories, large customer bases, strong brand recognition and significant

[21] LTD ratio is an APM. For further information please see "*Description of the Issuer—Alternative Performance Measures*".

financial, marketing and other resources. They may adopt more aggressive pricing and rates and devote more resources to technology, infrastructure and marketing. Additionally, these untraditional banking services providers currently have a competitive advantage over traditional services providers as they aren't subject to banking regulations. The size of the EU non-bank financial sector amounted to €37.6 trillion as of the first quarter of 2020, while the assets included in the non-bank financial sector made up for around 53% of the assets of the overall EU financial system (source: *EU Non-Bank Financial Intermediation Risk Monitor 2021, published by the European Systemic Risk Board*).

Any failure to compete with current competitors that also offer online services retaining and strengthening customer relationships or to effectively anticipate or adapt to emerging technologies or changes in customer behavior, could have an adverse effect on the Group's competitive position and business. Furthermore, the increase in competition could also require an increase in the interest rates offered for deposits or the decrease in interest rates applied to loans, with the subsequent negative impact in profitability, performance, market shares and business perspectives of the Group.

Macroeconomic risks

The Group's business primarily depends on the Spanish economy and therefore, any adverse changes to this or any adverse situation such as the the military conflict between the Russian Federation and Ukraine or the coronavirus (COVID-19) pandemic could have a negative impact on the Group

Following the merger with Liberbank, the Group has become the fifth largest bank in Spain in terms of total assets, having presence across approximately 80% of the Spanish territory, with almost 100% of the Group's revenues derived from products and services sold in Spain. The Group's business and performance therefore depend significantly on economic conditions and market trends in Spain, particularly in the autonomous regions in which the Group has developed a significant portion of its banking business (i.e., Andalucía, Cantabria, Asturias, Extremadura, Castilla la Mancha and Castilla y León, together, the Group's "**Home Regions**") and, to a lesser extent, on economic conditions in the EEA and globally.

Accordingly, any deterioration in Spain's macroeconomic outlook should see increased levels of defaults and a lower demand for credit. As a Spanish bank primarily focused on servicing individuals and SMEs, the Group's business performance is impacted by the economic health and employment status of its customers and high levels of unemployment, especially in the Home Regions, have historically resulted, for example, in a decrease in new mortgage borrowing, lower deposit levels and reduced or deferred levels of consumer spending, which adversely impact the Group's revenue generation capability. In addition, higher unemployment rates can also have a negative impact on the Group's results through an increase in customer loan arrears, forbearance, impairment provisions and defaults.

In particular, the spread and effects of the COVID-19 pandemic caused the gross domestic product ("**GDP**") to contract a 10.8% during 2020 (Source: *Bank of Spain*). According to the latest growth estimations, in 2020 the GDP contracted 10% in Andalucía, 9.8% in Cantabria, 10.2% in Asturias, 7.4% in Extremadura, 7.9% in Castilla la Mancha and 8.7% in Castilla y León (Source*: National Institute of Statistics, INE*).

In view of the material adverse effect of the COVID-19 pandemic on the economic growth in Spain, the EEA and globally, Unicaja Banco has been continuously assessing and managing the impact on the Group's financial position and risk profile and the Group allocated lending provisions amounting to €270.6 million in the year ended on 31 December 2021, which did not include any amount specifically related to the impact of the COVID-19 pandemic (€239 million in the year ended 31 December 2020 of which €200 million were due to the impact of the COVID-19 pandemic)

In this context, during the years 2020 and 2021, the Spanish government approved several Royal Decree-Laws on extraordinary urgent measures to address the economic and social impact of COVID-19 pandemic including,

among others, the extension of the moratorium on evictions for vulnerable borrowers, moratorium on mortgage debt for the purchase of the primary residence, the moratorium on consumer loans and the extension of public guarantees from the Spanish Official Credit Institute for affected companies and self-employed workers.

In relation to these measures, as of 31 December 2021, the Group's current gross amount of moratorium outstanding loans amounted to €26.9 million (0.05% of the total gross loan portfolio) including both the legal moratorium (€15 million) and that derived from additional sectorial agreements to the legal moratorium (€11.9 million). As of 31 December 2020, the Group's current gross amount of moratorium outstanding loans amounted to €567 million (2.1% of the total gross loan portfolio), including both the legal moratorium (€11.8 million) and that derived from additional sectorial agreements to the legal moratorium (€555.2 million). As of 31 December 2021, there were no moratorium applications under analysis by the Group as all of them have already been processed and on average the outstanding moratoriums have a maturity of approximately less than 3 months. Furthermore, total government-backed funding lines granted amounted to €3,261.7 million (6.1% of the total gross loan portfolio) of which 77% remained outstanding as of 31 December 2021 (€897.2 million (3.3% of the total gross loan portfolio) and 64.5% remained outstanding as of 31 December 2020). As of the 31 December 2021 and 2020, on average 75% of the total amount of government-backed funding lines granted by the Group were secured by Spanish government.

As of 31 December 2020, Liberbank reported a balance of €1,009.7 million in loans under moratorium (3.7% of the total gross loan portfolio) and €1,763.6 million in government-backed lending (6.5% of the total gross loan portfolio).

High vaccination rates in many countries and a progressive relaxation of health and safety restrictions, together with the fiscal and monetary policy measures implemented, have contributed to an increase in employment levels and recovery of the global economy generally during the year 2021. However, the magnitude and duration of the current military conflict between the Russian Federation and Ukraine and the actions taken by Western and other states and multinational organizations in response thereto, including, among other things, the potential effects of sanctions, export-control measures, travel bans and asset seizures, as well as any Russian retaliatory actions, including, among other things, restrictions on oil and gas exports and cyber-attacks could have a material adverse effect on the Spanish and the global economy and, as a result, on Unicaja Banco's results and financial and equity position, given (i) the increase in energy prices which could lead to further inflationary pressures; (ii) the breakdown of global supply chains; (iii) the tightening of monetary policy, which is expected to lead to an increase in the level of interest rates; and (iv) public deficit policies, caused by the health crisis and the recession..

Accordingly, despite the recovery of the Spanish GDP, which grew by 5% during the year 2021, the Spanish GDP is still approximately 6.3%. below the Spanish GDP of the year 2019 (Source: *Bank of Spain*), and according to the Bank of Spain, the consequences of the crisis derived from the COVID-19 pandemic, which still has a lasting component, and the conflict between the Russian Federation and Ukraine, which has already impacted the macroeconomic situation by, amongst other, increasing the inflationary pressures, are expected to accelerate a change on the monetary policies expectations of the ECB. In this context, the Bank of Spain estimates that the Spanish GDP will grow by 4.5% in 2022 (0.9 pp. lower than the previous Bank of Spain's forecast published in December 2021), 2.9% in 2023 (1 pp. lower) and 2.5% in 2024 (0.7 pp. higher) and as a result the Spanish GDP will not recover to the pre-pandemic levels until the third quarter of 2023 (Source: *Informe Trimestral de la Economía Española, Boletín Económico 1/2022*).

Specifically, Unicaja Banco is exposed to numerous risks that are common to the banking sector such as: a reduction in new mortgage and consumer lending granted to retail customers (the mortgage and consumer lending granted to retail customers amounted to 63.3% of Unicaja Banco's total performing loan book as of 31 December 2021 (64.2% for Unicaja Banco and 60.6% for Liberbank as of 31 December 2020)), which was down 4.1% for Unicaja Banco year-on-year in 2020 (while for Liberbank increased a 7.2% year-on-year in

2020) as a result of the fall in demand for credit during the lockdown or, in a higher interest rate environment, an increase on default on customers' loans if borrowers cannot refinance or if they are unable to meet their greater interest expense obligations (see – "*The Group's business is particularly sensitive to changes in interest rates*")

The appearance of the aforementioned risks deriving from the COVID-19 pandemic and the economic uncertainty in international markets arising from the conflict between Russia and Ukraine, could materially and negatively affect Unicaja Banco's banking, capital and funding activities and have a material adverse effect on its business, prospects, financial condition, results of operations and cash flows.

Internal operation risks

After the Merger hidden or unknown liabilities and defects may emerge and Unicaja Banco may be unable to successfully integrate the Liberbank business from an operational point of view

On 29 December 2020, Unicaja Banco announced that its Board of Directors had approved the joint merger plan for the merger of Liberbank (absorbed company) into Unicaja Banco (absorbing company). The Merger was approved by the shareholders' meetings of Unicaja Banco and Liberbank, both held on 31 March 2021 and, after obtaining the required authorisations, the Merger was registered with the Commercial Registry of Málaga on 30 July 2021 and, thus, became effective as of that date.

The Merger had certain impacts on the Bank's financial position, including €994 million of total net fair value adjustments made at the date on which Unicaja Banco took control of Liberbank's equity, €17 million of acquisition expenses, €22 million for restructuring the branch network and IT and €142.6 million of provisions made by Liberbank prior to the Merger for the purposes of personnel restructuring.

On 6 December 2021 the Bank announced that it had reached an agreement with the legal representatives of the employees in connection with a redundancy scheme that will affect up to a maximum of 1,513 employees and that will be implemented after the completion of the Merger. The estimated cost of the scheme will amount to €377 million before taxes, equivalent to a reduction of 108 basis points in the fully-loaded CET1 ratio as of 31 December 2021.

Given the limited scope of the legal and business due diligence conducted on Liberbank, the assets and liabilities transferred and acquired by Unicaja Banco by universal succession as a result of the Merger could conceal material liabilities or defects that were not apparent or perceptible or known to Unicaja Banco, or that were not detected, at the time of the due diligence or contingencies arising from past events that Unicaja Banco did not know about or could not anticipate. Unicaja Banco may therefore be faced with unexpected and hidden liabilities and contingencies and unplanned additional costs.

Additionally, integrating Liberbank in Unicaja Banco may be complex and may entail difficulties that are beyond its control, and the costs, benefits and synergies arising from the integration may not be in line with expectations. These difficulties may include incompatibility between the cultures or business policies of Unicaja Banco and Liberbank, the integration of the different business operating procedures and systems or the provision of services to, and the retention of, customers who, until the Merger, were part of the Liberbank business.

The aforementioned difficulties and hidden liabilities could materially adversely affect the Group's business, reputation, financial condition, results of operations and prospects and the ability of the Bank to maintain its relationships with employees and suppliers or any other business relationships after the Merger, generating unforeseen compensation costs and expenses.

To fully realise the expected benefits of the Merger, Unicaja Banco must overcome any difficulties and/or hidden liabilities that may arise in the integration process. If it is unable to achieve these objectives or to achieve

them in the manner expected (within the initial deadline or at all) or if its assumptions are incorrect, the efficiency, cost structure optimisation, increased presence in Spain, complementarity and market positioning expected to result from the Merger may not be achieved in full (if at all) or may take longer than expected to achieve, which could also materially adversely affect the Group's business, reputation, financial condition, results of operations and prospects.

Moreover, the need for the management team of Unicaja Banco to focus its attention on issues arising from the integration with Liberbank, rather than on the ordinary conduct of the Bank's business, could have an adverse effect on Unicaja Banco's business, especially given the general economic conditions in Spain, which may evolve adversely. While engaged in the process of integrating the two businesses, the Bank may be unable to react promptly or effectively to changes in the market.

The Group may also lose key employees as a result of factors relating to the difficulties of integrating the two entities and efficiently managing a larger number of employees or uncertainty about Unicaja Banco. Any inability of Unicaja Banco to manage the integration of Liberbank efficiently could have a material adverse effect on the Group's business, reputation, financial condition, results of operations and prospects.

Operational risk is inherent to the Group's business and, in particular, the Group faces risks from failures of its information technology systems or internal management systems or processes

The Group is exposed to operational risks arising from the uncertainty inherent in the Group's business undertakings and decisions. Examples of operational risks include: (i) internal fraud (i.e., malicious damages intentionally caused by internal parties); (ii) external fraud; (iii) compliance risk (i.e., violation of applicable laws, rules or internal procedures); (iv) employment malpractices and lack of workplace safety; (v) failure to meet obligations in relation to customers, products and business practices; (vi) disruption of infrastructure or system failures; (vii) IT security breaches or cyberattacks; and (viii) inadequate monitoring of internal compliance with regulations.

As of 31 December 2021, the own fund requirements associated to the operational risk of the Group amounted to €229.4 million (8% of the own fund requirements) (€126 million (7% of the own fund requirements) and €101.8 million (8% of the own fund requirements) for the Bank and Liberbank as of 31 December 2020, respectively[22]).

The Group's technological infrastructure is critical to the operations of its business and delivery of products and services to customers. As of 31 December 2021, the Group's total volume of operations carried out through the online and smartphone platforms amounted to €4,453.3 million while the percentage of the Group's customers using these platforms was 51%. Even with the back-up recovery systems and contingency plans that the Group has in place, the Group cannot assure that interruptions, failures, cyberattacks or breaches in capacity or security of these processes and systems will not occur or, if they do occur, that they will be adequately addressed.

This type of risk is especially relevant as the Group's business depends on its ability to process a large number of transactions efficiently and accurately and on the reliable use of information technology, computing services, e-mails, software and network services, on the safe access to the processing, storage and transmission of information (including confidential information) through computers and networks, and on the maintenance of precise documentation, record-keeping and archiving.

[22] The Bank and Liberbank use the standardised approach to calculate the own fund requirements associated to operational risk, in accordance with CRR I.

Any materialization of operational risks could lead to losses, fines, claims and regulatory actions among other possible effects, any of which could have a material adverse effect on the Group's business, reputation, financial condition, results of operations and prospects.

Legal, regulatory and compliance risks

Risk of not recovering certain tax assets

As of 31 December 2021, the Group had deferred tax assets ("**DTAs**") amounting to €4,767.6 million, representing 4.1% of its total assets (€2,704 million as of 31 December 2020, representing 4.1% of its total assets). As of 31 December 2021, CET 1 deductions related to DTAs amounted to €1,212 million and €1,377 million on a phased in and fully loaded basis, respectively. These assets or tax credits are mainly derived from (i) negative taxable basis for corporate tax due to losses in a given fiscal year (carried forward tax losses), (ii) bad debt provisions that have not been considered to be tax deductible and (iii) other temporary adjustments recognized in a given fiscal year, that are pending to be applied.

Regarding Liberbank, as of 31 December 2020, it had DTAs amounting to €1,772.2 million, representing 3.7% of its total assets. These tax assets are mainly derived from (i) negative taxable basis for corporate tax due to losses in a given fiscal year (carried forward tax losses) and (ii) other temporary adjustments recognized in a given fiscal year, that are pending to be applied.

The recovery of certain tax assets, in particular, deductions pending to be applied, is subject to certain time limitations. However, the Group's ability to recover tax assets in the future is not subject to time limitations, provided that temporary differences are typically recovered following the recovery path foreseen accounting-wise, and there is no time limit to offset carried forward tax losses.

Out of the €4,767.6 million total DTAs as of 31 December 2021 (€2,704 million as of 31 December 2020), €1,126.8 million (€662 million as of 31 December 2020) are derived from carried forward tax losses. The eventual recovery of these tax assets is subject to, or limited by, the occurrence of certain factors, such as obtaining sufficient profits, the non-reduction of the corporate tax rate or the existence of discrepancies with the Spanish tax authorities in the settlement of such tax. With regard to Liberbank, these DTAs amounted to €642 million as of 31 December 2020.

Therefore, in the event that (i) the Group generates insufficient profits (or no profit at all) within the applicable time to offset non-monetizable tax credits; (ii) the corporate income tax rate is reduced, resulting in a reduction of the DTAs accounting wise or in a restriction to use certain DTAs subject to time limitations; (iii) discrepancies are detected in previous tax returns as a consequence of audits undertaken by the Spanish tax authorities resulting in a reduction of the Group's DTAs; or (iv) there are changes in current regulations, or their application or interpretation, the Group could be totally or partially restricted from recovering the amount of its DTAs, which could have a material adverse effect on the Group's business, results of operations and/or financial condition.

Increasingly onerous capital, liquidity and funding requirements constitute one of the Group's main regulatory challenges

The Bank and the Group are subject to certain capital, liquidity and funding requirements (as described in the section "*Capital, liquidity and funding requirements and loss absorbing powers*"). Changes to the solvency requirements for credit institutions and to various transparency requirements, from a practical point of view, give priority to the highest quality capital, common equity tier 1 ("**CET1**"), imposing stricter eligibility rules and higher ratios, all with the aim of ensuring higher solvency standards in the financial sector. These changes, in particular the setting of minimum capital ratios, together with the capital buffers required in anticipation of future contingencies, the leverage ratio and the liquidity requirements, among others, are having an adverse impact on the business and margins of banks. There can be no assurance that the application of the existing

regulatory requirements, standards or recommendations will not require the Group to issue additional securities that qualify as regulatory capital or eligible securities (this requirement to issue additional securities may, in addition, impair the ability of the Bank or the Group to manage their funding and capital resources in the most efficient way), to liquidate assets, to impose business restrictions or to take any other actions, any of which may have a material adverse effect on the Group's business, financial condition and results of operations.

On 4 May 2022, the Bank was informed by the ECB of the results of the supervisory review and evaluation process (the "**SREP**"), which include the supervisory decision regarding capital requirements applicable to the Group for 2022 (applicable both at an individual and consolidated level). The details of these phased in capital requirements are described below:

	CET1 ratio	Total capital
Pillar 1	4.50%	8.00%
Pillar 2 (P2R)[23]	1.21%	2.15%
Conservation buffer	2.50%	2.50%
Other buffers	0.00%	0.00%
Total requirement	**8.21%**	**12.65%**

The table below sets out the Group's capital position as of 31 December 2021 and 31 December 2020:

	31 December 2021[24]		31 December 2020	
	Phased in	Fully-loaded	Phased in	Fully-loaded
CET1 ratio	13.6%	12.5%	16.6%	15.0%
T1 ratio	15.2%	14.1%	16.8%	15.2%
Total capital ratio	16.8%	15.8%	18.2%	16.6%

As of 31 March 2022, the Group's capital position[25] was as follows: a phased in CET1 ratio of 13.3% (12.6% fully loaded), a phased in T1 ratio of 14.9% (14.2% fully loaded) and a phased in Total capital ratio of 16.6% (15.9% fully loaded).

As of 31 December 2021, the phased-in leverage ratio of the Group was 5.44% and the fully loaded leverage ratio was 5.04% (CRR I sets a binding leverage ratio requirement of 3% of Tier 1 capital).

Additionally, as described in "*Capital, liquidity and funding requirements and loss absorbing powers –MREL requirements*", the Bank, as a Spanish credit institution, must maintain a minimum requirement of own funds and eligible liabilities (known as "**MREL**"). In February 2021, the Bank received notification from the Bank of Spain of its MREL requirement on a consolidated basis, as determined by the Single Resolution Board ("**SRB**"). In accordance with such communication, Unicaja Banco must comply by 1 January 2024 with a minimum of own funds and eligible liabilities of 18.01% of the total risk exposure amount ("**TREA**") (excluding the capital allocated to cover the "combined buffer requirement") and 5.24% of the leverage ratio exposure ("**LRE**"). As for the intermediate requirement, the SRB has decided that, by 1 January 2022, Unicaja Banco must comply with an amount of own funds and eligible liabilities on a consolidated basis equal to 15.63%

[23] P2R only applies at a consolidated level.

[24] Capital ratios as of December 2021 include the profit for the year ended 31 December 2021, which is pending to be approved by the ECB.

[25] Capital ratios as of March 2022 include the profit for the period ended 31 March 2022, which is pending to be approved by the ECB.

of the TREA (excluding the capital allocated to cover the "combined buffer requirement") and 5.24% of the LRE. As of 31 December 2021, Unicaja Banco reached a MREL ratio of 18.68% of the TREA and 6.71% of the LRE at consolidated level. However, given that as of the date of this Base Prospectus the MREL requirement for the Group following the Merger is still to be determined, the abovementioned MREL requirement might need to be adjusted upwards as a result of the Merger. Therefore, as of the date of this Base Prospectus, the Group cannot indicate the amount of issuances that will be needed in order to meet with the MREL requirement to be set after the Merger.

Failure by the Bank or the Group to comply with certain of the existing regulatory requirements could result in the imposition of administrative actions or sanctions, which would have a material adverse impact on the Group's business, financial condition and results of operations. In addition, any failure to comply with the Bank's or the Group's capital requirements could result in further P2R (as defined in *"Capital, liquidity and funding requirements and loss absorbing powers*") or the adoption of any early intervention or, ultimately, resolution measures by resolution authorities pursuant to Law 11/2015, of 18 June, on the recovery and resolution of credit institutions and investment firms ("**Law 11/2015**"), which, together with Royal Decree 1012/2015, of 6 November, developing Law 11/2015 ("**Royal Decree 1012/2015**") implemented BRRD into Spanish law, which may have a material adverse effect on the Group's business, financial condition and results of operations.

In particular, non-compliance with the combined capital buffer requirement (or the combined capital buffer requirement when considered in addition to the MREL requirements), requires Unicaja Banco to calculate the Maximum Distributable Amount (or the MREL-Maximum Distributable Amount Provision) (each as defined in "*Capital, liquidity and funding requirements and loss absorbing powers"*), so that it could become subject to restrictions on (i) CET1 capital distributions, (ii) payments in respect of variable remuneration or discretionary pension benefits and (iii) payments linked to additional tier 1 capital instruments, all such discretionary payments being from then on subject to the resulting Maximum Distributable Amount (or the MREL-Maximum Distributable Amount Provision, as applicable).

Moreover, it should not be disregarded that new and more demanding additional regulatory requirements, standards or recommendations may be applied in the future.

Despite the flexibility measures adopted by the competent bodies in the present circumstances, the current regulatory requirements and potential new and stricter regulatory requirements could have an adverse effect on the Group's business and operations and, in particular, could affect its ability to pay dividends or make discretionary payments. These regulations could therefore have a material adverse effect on the Groups business, prospects, financial condition, operating results and cash flows.

The Group is subject to regulatory and legal proceedings

The Group is, and in the future may be, involved in various claims, disputes, legal proceedings and governmental investigations. The outcome of these claims, disputes, legal proceedings and governmental investigations is difficult to predict, and, therefore, the Issuer cannot state with confidence what the eventual outcome of these pending matters will be or what the eventual loss, fines or penalties related to each pending matter may be or if the reserves accounted will be sufficient.

Unicaja Banco has recognized provisions covering obligations that may arise from various ongoing legal proceedings, totaling €309.4 million as of 31 December 2021 (€197.3 million as of 31 December 2020). These provisions relate to several legal claims for amounts that are not material by themselves and the majority of which are associated with potential claims relating to floor clauses.

Regarding Liberbank, provisions held under "Outstanding procedural issues and litigation for taxes" amounted to €2.6 million, while the provisions to cover the risks of lawsuits and proceedings arising from the ordinary

course of operations, along with other legal, regulatory and tax risks amounted to €70.3 million as of 31 December 2020.

While the Group has included provisions in its annual accounts to cover a potential adverse outcome of legal proceedings, such provisions may prove inadequate or insufficient. In addition, defending current and future actions is time-consuming and may result in the diversion of resources including management time. Accordingly, any existing and significant future claims could have a material adverse effect on the Group's business, financial condition, results of operations and prospects.

See "*Description of the Issuer—Legal and arbitration proceedings*" for further information on the legal proceedings referred to above, a brief description of which is included below.

Floor clauses litigation

Among the legal proceedings in which the Group is involved, there are several proceedings related to clauses that set a minimum interest rate applicable to mortgage loans (known as "**floor clauses**", which set minimum interest rate payable by borrowers, whereby the borrower agrees to pay a minimum interest rate to the lender, regardless of the applicable benchmark rate). Borrowers have challenged the validity of such clauses in recent years on various grounds and courts have rendered various judgments, directed both at specific financial institutions (including the Bank) and the financial sector in general, declaring the invalidity of these clauses that set minimum interest rates.

As of 31 December 2021, the total outstanding principal amount of performing loans that include floor clauses amounted to €762.2 million, representing 1.4% of the Group's performing loans[26] and the Group has recognised an accounting provision of €161 million to face risks and contingencies related to this matter (€123 million as of 31 December 2020).

In addition, Liberbank recognised accounting provisions totalling €18.7 million for obligations that may arise due to floor clauses proceedings as of 31 December 2020 (€27.7 million as of 31 December 2019).

Other litigation

Other legal proceedings in which the Group is involved include legal proceedings in relation to (i) reference rate for mortgages ("*Índice de Referencia de Préstamos Hipotecarios*", "**IRPH**") potential litigation (as of 31 December 2021, the Group does not expect contingencies and does not have material provisions related to this matter) (ii) the interest calculation formula used by the Group in mortgage transactions (as of 31 December 2021, the Group does not expect contingencies and does not have material provisions related to this matter); (iii) the early termination of mortgages (as of 31 December 2021, the Group does not expect contingencies and does not have material provisions related to this matter); (iv) the expenses relating to the formalization of mortgages (Unicaja Banco has recognized provisions covering obligations that may arise from such ongoing legal proceedings, totaling €32.9 million as of 31 December 2021); (v) the revolving cards (as of 31 December 2021, the Group doesn't expect contingencies related to claims regarding this matter); and (vi) claims in relation to Law 57/1968, of July 27, on the collection of advance amounts in the construction and sale of housing (*Ley 57/1968, de 27 de julio, sobre percibo de cantidades anticipadas en la construcción y venta de viviendas*), which is still applicable to all purchases of housing made until 1 January 2016, for the amounts delivered by individuals to developers on account of the purchase of housing, when said payments had been channeled through a credit institution (as of 31 December 2021, the estimate of the maximum amount claimed in outstanding legal proceedings in relation to this matter was €38.3 million).

[26] Performing loans is an APM. For further information please see "*Description of the Issuer—Alternative Performance Measures*".

RISKS RELATING TO THE NOTES

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

As further explained in "*Capital, Liquidity and Funding Requirements and Loss Absorbing Powers - Loss absorbing powers by the Relevant Resolution Authority under Law 11/2015 and the SRM Regulation*", the Notes issued under this Base Prospectus may be subject to the bail-in tool (the Spanish Bail-in Power as defined therein) and, in the case of Tier 2 Subordinated Notes, to the write down and conversion powers (the Non-Viability Loss Absorption as defined therein) contemplated in article 59 of BRRD and in general to the powers that may be exercised by the Relevant Resolution Authority under Law 11/2015 (and its development through Royal Decree 1012/2015) and the SRM Regulation (as defined in the Terms and Conditions of the Notes).

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

Furthermore, the exercise of the Spanish Bail-in Power with respect to the Notes or the Non-Viability Loss Absorption, or the taking by the Relevant Resolution Authority of any other action, or any suggestion that the exercise or taking of any such action may happen, could materially adversely affect the market price or value or trading behaviour of any Notes and/or the ability of the Issuer to satisfy its obligations under any Notes.

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

In particular, to the extent that any resulting treatment of a Holder pursuant to the exercise of the Spanish Bail-in Power or, in the case of Holders of Tier 2 Subordinated Notes, of the Non-Viability Loss Absorption is less favourable than would have been the case in normal insolvency proceedings, a Holder of such affected Notes may have a right to compensation under the BRRD and the SRM Regulation based on an independent valuation of the institution, in accordance with Article 10 of Royal Decree 1012/2015 and the SRM Regulation. Any such compensation, together with any other compensation provided by any Applicable Banking Regulations (including, among any such compensation, in accordance with Article 36.5 of Law 11/2015) is unlikely to compensate that Holder for the losses it has actually incurred and there is likely to be a considerable delay in the recovery of such compensation. Compensation payments (if any) are also likely to be made considerably later than when amounts may otherwise have been due under the affected Notes. In addition, in the case of a Non-Viability Loss Absorption, it is unclear that a Holder would have a right to compensation under the BRRD or the SRM Regulation if any resulting treatment of such Holder pursuant to the exercise of the Non-Viability Loss Absorption was less favourable than would have been the case in normal insolvency proceedings.

The exercise of the Spanish Bail-in Power with respect to the Notes and/or any Non-Viability Loss Absorption with respect to the Tier 2 Subordinated Notes by the Relevant Resolution Authority is likely to be inherently unpredictable and may depend on a number of factors which may also be outside of the Issuer's control. In addition, as the Relevant Resolution Authority will retain an element of discretion, Holders may not be able to refer to publicly available criteria in order to anticipate any potential exercise of any such Spanish Bail-in Power and/or, in the case of Tier 2 Subordinated Notes, any Non-Viability Loss Absorption. Because of this inherent uncertainty, it will be difficult to predict when, if at all, the exercise of any such powers by the Relevant

Resolution Authority may occur. Moreover, the Relevant Resolution Authority may exercise any such powers without providing any advance notice to the Holders.

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

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

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

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

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

The payment obligations of the Issuer in respect of principal under the Subordinated Notes constitute direct, unconditional, unsecured and subordinated obligations (*créditos subordinados*) of the Issuer.

In accordance with Article 281.1 of the Insolvency Law and Additional Provision 14.3 of Law 11/2015 (but subject to any other ranking that may apply as a result of any mandatory provision of law (or otherwise)), upon the insolvency (*concurso*) of the Issuer the payment obligations of the Issuer under the Subordinated Notes would rank : (i) for so long as the obligations of the Issuer under the Subordinated Notes do not constitute Tier 2 Instruments nor Additional Tier 1 Instruments of the Issuer, as set out in Condition 4(b)(a); and (ii) for so long as the obligations of the Issuer under the Subordinated Notes constitute Tier 2 Instruments of the Issuer, as set out in Condition 4(b)(b).

As of the date of this Base Prospectus and according to Additional Provision 14.3 of Law 11/2015, the ranking of the Subordinated Notes depends on whether they qualify (even partially) at the relevant time as Tier 2 Instruments (which is expected to be the case of the Tier 2 Subordinated Notes) or constitute subordinated obligations of the Issuer not qualifying as Tier 2 Instruments nor Additional Tier 1 Instruments (even partially) of the Issuer (which is expected to be the case of the Senior Subordinated Notes).

If, on a winding-up of the Issuer, the assets of the Issuer are insufficient to enable the Issuer to repay in full the claims of more senior-ranking creditors, Holders will lose their entire investment in the Notes. If there are sufficient assets to enable the Issuer to pay the claims of senior-ranking creditors in full but insufficient assets to enable it to pay claims in respect of its obligations in respect of the Notes and all other claims that rank pari passu with the Notes, Holders will lose some (which may be substantially all) of their investment in the Notes. Accordingly, Holders of Tier 2 Subordinated Notes would lose their entire investment before losses are imposed on Holders of Senior Subordinated Notes, Senior Non-Preferred Notes and Ordinary Senior Notes. In turn, Holders of Senior Subordinated Notes would lose their entire investment before losses are imposed on Holders of Senior Non-Preferred Notes and Senior Preferred Notes, Holders of Senior Non-Preferred Notes would lose

their entire investment before losses are imposed on Holders of Ordinary Senior Notes, and Holders of Ordinary Senior Notes would lose their entire investment before losses are imposed on creditors in respect of claims which are preferred by law (claims against the insolvency estate (*créditos contra la masa*) and claims with a privilege (*créditos privilegiados*) (including, without limitation, any deposits for the purposes of Additional Provision 14.1 of Law 11/2015)).

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

Claims of Holders in respect of interest accrued but unpaid as of the commencement of any insolvency procedure in respect of the Issuer shall constitute subordinated obligations (*créditos subordinados*) against the Issuer ranking in accordance with the provisions of Article 281.1.3º of the Insolvency Law, which in the case of Tier 2 Subordinated Notes must be read together with the Additional Provision 14.3 of Law 11/2015, and accrual of interest shall be suspended from the date of declaration of the insolvency of the Issuer.

Notes are also structurally subordinated to all indebtedness of subsidiaries of the Issuer insofar as any right of the Issuer to receive any assets of such companies upon their winding-up will be effectively subordinated to the claims of the creditors of those companies in the winding-up..

The Notes may provide for limited events of default

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

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

Pursuant to the SRM Regulation and BRRD (as implemented in Spain through Law 11/2015 and Royal Decree 1012/2015), the Issuer may be subject to a procedure of early intervention or resolution. Pursuant to Law 11/2015 the adoption of any early intervention or resolution procedure shall not itself constitute an event of default or entitle any counterparty of the Issuer to exercise any rights it may otherwise have in respect thereof. Any provision providing for such rights shall further be deemed not to apply, although this does not limit the ability of a counterparty to declare any event of default and exercise its rights accordingly where an event of default arises either before or after the adoption of any such procedure and does not necessarily relate to the exercise of any relevant measure or power which has been applied pursuant to Law 11/2015. Any attempt by a Holder to enforce its rights under the Notes following the adoption of any early intervention or any resolution procedure will, therefore, be subject to the relevant provisions of the BRRD, as implemented through Law 11/2015 and Royal Decree 1012/2015, and the SRM Regulation in relation to the exercise of the relevant measures and powers pursuant to such procedure, including the resolution tools and powers referred to above.

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

Notwithstanding the above and with respect to Ordinary Senior Notes, if the Issuer so decides by applying additional events of default in the relevant Final Terms as permitted under Condition 13(b) (*Additional Events of Default*), each Holder of the relevant Notes will have an individual acceleration right in case certain events occur (including, failure of payment on the Notes when due, cross default or unlawfulness). Consequently, only Ordinary Senior Notes for which the Issuer has selected Condition 13(b) (*Additional Events of Default*) as applicable in the relevant Final Terms could be accelerated by the Holders in case of failure of payment on the Notes when due, cross default or unlawfulness.

The Notes may be redeemed at the option of the Issuer

If so specified in the Final Terms, the Notes may be redeemed prior their maturity date on certain dates or periods or in the case certain events occur. Any redemption of the Notes shall only be made in accordance with the Applicable Banking Regulations and provided that the Issuer has been granted the prior Supervisory Permission, when applicable.

The optional redemption features that may be embedded in the terms and conditions of a specific Tranche Notes include:

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

Redemption of Tier 2 Subordinated Notes will only take place after five years from their date of effective disbursement or any different minimum or maximum maturity as may be permitted or required from time to time by Applicable Banking Regulations. If, in relation to Tier 2 Subordinated Notes only, a Capital Event is specified as applicable in the relevant Final Terms and has occurred and is continuing or a Tax Event has occurred and is continuing, the Issuer may redeem the relevant Tier 2 Subordinated Notes during the five years following the issue date of such Tier 2 Subordinated Notes only if:

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

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

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

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

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

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

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

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

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

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

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

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

If the relevant Final Terms relating to any specific Tranche of Notes specify that the Notes to be issued are "Green Notes", the Issuer intends to apply an amount equal to the net proceeds of the issue of those Notes to finance or refinance, in part or in full, new and/or existing loans, investments or projects that meet the eligibility criteria outlined in the green bond framework approved and published on the website of the Issuer (https://www.unicajabanco.com/es/inversores-y-accionistas/emisiones/marco-de-bonos-verdes) (the "**Green Bond Framework**") (such Notes being Green Notes). The Second Party Opinion (as defined below) has confirmed the alignment of the Green Bond Framework with the ICMA Green Bond Principles and it is available on the website of the Issuer (https://www.unicajabanco.com/es/inversores-y-accionistas/emisiones/marco-de-bonos-verdes) (for more information see – "*Use of Proceeds*").

Prospective investors should have regard to the information set out in the Green Bond Framework, and the "*Use of Proceeds*" section regarding such use of proceeds and must determine for themselves the relevance of such information for the purpose of any investment in such Notes together with any other investigation such investor deems necessary. In particular, no assurance is given by the Issuer that the use of such proceeds for any project will satisfy, whether in whole or in part, any present or future investor expectations or requirements as regards

any investment criteria or guidelines with which such investor or its investments are required to comply. Furthermore, it should be noted that there is currently no clear definition of, nor market consensus as to what constitutes, a "green" or an equivalently-labelled project. In addition, the requirements of any such label may evolve from time to time, accordingly, no assurance is or can be given to investors that any project or use(s) the subject of, or related to, any project will meet any or all investor expectations regarding such "green" or other equivalently-labelled performance objectives (including Regulation (EU) 2020/852 on the establishment of a framework to facilitate sustainable investment, the "-**EU Taxonomy Regulation**").

No assurance or representation is given as to the suitability or reliability for any purpose whatsoever of any opinion or certification of any third party (whether or not solicited by the Issuer) which may be made available in connection with the issue of any Green Notes and in particular with any project, to fulfil any environmental, social and/or other criteria. Currently, the providers of such opinions and certifications are not subject to any specific regulatory or other regime or oversight. Any such opinion or certification is not, nor should be deemed to be, a recommendation by the Issuer or any other person to buy, sell or hold any such Notes.

In the event that any Green Notes are listed or admitted to trading on any dedicated "green", "environmental" or other equivalently-labelled segment of any stock exchange or securities market (whether or not regulated), no representation or assurance is given by the Issuer or any other person that such listing or admission satisfies, whether in whole or in part, any present or future investor expectations or requirements as regards any investment criteria or guidelines with which such investor or its investments are required to comply. Furthermore, the criteria for any such listings or admission to trading may vary from one stock exchange or securities market to another. No representation or assurance is given or made by the Issuer or any other person that any such listing or admission to trading will be obtained in respect of any such Green Notes or, if obtained, that any such listing or admission to trading will be maintained during the life of the Notes.

While it is the intention of the Issuer to apply an amount equal to the proceeds of any Green Notes so specified for the relevant project and obtain and publish the opinions and certifications, in, or substantially in, the manner described in the Green Bond Framework and the "Use of Proceeds" section, there can be no assurance that the relevant project or use(s) the subject of, or related to, any project, will be capable of being implemented in or substantially in such manner and/or accordance with any timing schedule and that accordingly such proceeds will be totally or partially disbursed for such project or that the Issuer can obtain and publish the opinions and certifications. Nor can there be any assurance that such project will be completed within any specified period or at all or that the maturity of an eligible green asset or project may not match the minimum duration of any such Green Notes or with the results or outcome as originally expected or anticipated by the Issuer. Any such event or failure by the Issuer will not (i) constitute an Event of Default under the relevant Notes, (ii) give rise to any other claim or right (including, for the avoidance of doubt, the right to accelerate the Notes) of a holder of such Green Note, or (iii) lead to an obligation of the Issuer to redeem such Notes or be a relevant factor for the Issuer in determining whether or not to exercise any optional redemption rights in respect of any Notes, or (iv) affect the regulatory treatment of such Notes as Tier 2 Capital or eligible liabilities of the MREL requirement, as applicable. For the avoidance of doubt, it is however specified that payments of principa1 and interest (as the case may be) on the Green Notes shall not depend on the performance of the relevant project nor have any preferred right against such assets.

Furthermore, Green Notes may be subject to application of the Spanish Bail-in Power and, in the case of Tier 2 Subordinated Notes, the Non-Viability Loss Absorption, to the same extent and with the same ranking as any other *pari passu* Notes which is not a Green Note.

Likewise, Green Notes, as any other Notes, will be fully subject to the application of CRR eligibility criteria and BRRD requirements for own funds and eligible liabilities instruments and, as such, proceeds from Green Notes qualifying as own funds or eligible liabilities should cover all losses in the balance sheet of the Issuer regardless of their "green" label. Additionally, their labelling as Green Notes (i) will not affect the case of

regulatory treatment of such Notes as Tier 2 Capital or eligible liabilities for the purposes of the MREL Requirement (as applicable); and (ii) will not have any impact on their status as indicated in Condition 4 of the Terms and Conditions of the Notes.

Any such event or failure to apply an amount equal to the proceeds of any issue of Green Notes for any project as aforesaid and/or withdrawal of any such opinion or certification or any such opinion or certification attesting that the Issuer is not complying in whole or in part with any matters for which such opinion or certification is opining or certifying on may have a material adverse effect on the value of such Notes and also potentially the value of any other similar Notes and/or result in adverse consequences for certain investors with portfolio mandates to invest in securities to be used for a particular purpose.

Waiver of set-off

The Terms and Conditions of the Notes provide that, if so specified in the relevant Final Terms, Holders of any Series of Notes waive any and all rights of or claims for deduction, set-off, netting, compensation, retention or counterclaim arising directly or indirectly under or in connection with any Note against any right, claim, or liability the Issuer has or may have or acquire against them, directly or indirectly, howsoever arising, as required by Applicable Banking Regulations.

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

The Notes may have a negative yield

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

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

Reset Notes will initially bear interest at the Initial Rate of Interest to (but excluding) the First Reset Date. On the First Reset Date and each Reset Date (if any) thereafter, the interest rate will be reset to the sum of the applicable Reset Reference Rate and the Margin as determined by the Calculation Agent on the relevant Reset Determination Date (each such interest rate, a "**Reset Rate of Interest**"). The Reset Reference Rate may be either the Mid-Swap Rate or the Reference Bond Rate. The calculation of the Reference Bond Rate would be determined by the Reset Reference Bond, which is, for any Reset Period, a government security or securities issued by the government of the state responsible for issuing the Specified Currency (which, if the Specified Currency is euro, shall deemed to be Germany) agreed between the Issuer and the Determination Agent as having the nearest actual or interpolated maturity comparable with the relevant Reset Period and that (in the opinion of the Issuer, after consultation with the Determination Agent) would be utilised, at the time of selection and in accordance with customary financial practice, in pricing new issuances of corporate debt securities denominated in the Specified Currency and of a comparable maturity to the relevant Reset Period.

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

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

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

Any substitution or variation shall only be made in accordance with the Applicable Banking Regulations and provided that the Issuer has been granted the prior Supervisory Permission, when applicable.

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

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

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

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

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

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

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

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

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

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

As a result, development of risk-free rates for the Eurobond markets could result in reduced liquidity, increased volatility or could otherwise affect the market price of any Notes that reference a risk-free rate issued under this Programme from time to time. Investors should consider these matters when making their investment decision with respect to any Notes which reference €STR or any related indices.

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

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

Credit Rating may not reflect all risks associated with an investment in the Notes

One or more independent credit rating agencies may assign credit rating to an issue of Notes. The rating may not reflect the potential impact of all risks related to structure, market, additional factors discussed in this section, and other factors that may affect the value of the Notes. Similar ratings assigned to different types of securities do not necessarily mean the same thing and any rating assigned to the Notes does not address the likelihood that interest or any other payments in respect of the Notes 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 Notes may affect the market value of the Notes. 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 Notes, as opposed to any revaluation of the Issuer's financial strength or other factors such as conditions affecting the financial services industry generally.

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

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

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

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

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

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

INFORMATION INCORPORATED BY REFERENCE

The documentation set out below shall be deemed to be incorporated by reference in, and to form part of, this Base Prospectus. However, any statement contained in any such document shall be deemed to be modified or superseded for the purpose of this Base Prospectus to the extent that a statement contained in this Base Prospectus modifies or supersedes such statement:

(i) The Group's unaudited consolidated financial report as of and for the three-months ended 31 March 2022, prepared in accordance with the International Financial Reporting Standards as adopted in the European Union ("**IFRS-EU**"), available at Unicaja Banco's website (https://www.unicajabanco.com/content/dam/unicaja/unicaja-corporacion/documentos-corporacion/inversores-y-accionistas/informes-financieros/2022/primer-trimestre/informe-financiero-marzo-2022.pdf) (the "**2022 First Quarter Financial Report**").

(ii) The Group's audited consolidated annual accounts and the management report as of and for the year ended 31 December 2021, prepared in accordance with IFRS-EU, together with the audit report of PricewaterhouseCoopers Auditores, S.L., available at Unicaja Banco's website (https://www.unicajabanco.com/content/dam/unicaja/unicaja-corporacion/documentos-corporacion/inversores-y-accionistas/cuentas-anuales-auditadas/cuentas-anuales-consolidadas-2021.pdf) (the "**2021 Consolidated Annual Accounts**").

(iii) The Group's audited consolidated annual accounts and the management report as of and for the year ended 31 December 2020, prepared in accordance with IFRS-EU, together with the audit report of PricewaterhouseCoopers Auditores, S.L., available at Unicaja Banco's website (https://www.unicajabanco.com/content/dam/unicaja/unicaja-corporacion/documentos-corporacion/inversores-y-accionistas/cuentas-anuales-auditadas/cuentas-anuales-consolidadas-2020.pdf) (together, the "**2020 Consolidated Annual Accounts**").

(iv) The Liberbank's audited consolidated annual accounts and the management report as of and for the year ended 31 December 2020, prepared in accordance with IFRS-EU, together with the audit report of Deloitte, S.L., available at CNMV's website (https://www.unicajabanco.com/content/dam/unicaja/unicaja-corporacion/documentos-corporacion/junta-general-de-accionistas/2021-extraordinaria/2021-extraordinaria-Cuentas-anuales-individuales-consolidadas-liberbank-2020-en.pdf) (together, the "**Liberbank 2020 Consolidated Annual Accounts**").

Given that the Merger was materialised on 31 July 2021 for accounting purposes (i) the financial information of the Bank and/or the Group as of 31 December 2020 does not contain any financial information regarding Liberbank; (ii) the consolidated balance sheet of the Group as of 31 December 2021 includes Liberbank's assets and liabilities and the results generated by Liberbank from August to December 2021 and therefore it is not comparable with the consolidated balance sheet of the Group as of 31 December 2020 and the results of the Group for the year ended 31 December 2020; and (iii) the consolidated income statement of the Group for year ended 31 December 2021 includes the results generated by Liberbank from August to December 2021 and therefore it is not comparable with the consolidated income statement of the Group for the year ended 31 December 2020.

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

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

English translations

English translations of the 2022 First Quarter Financial Report, 2021 Consolidated Annual Accounts and the 2020 Consolidated Annual Accounts, are available at Unicaja Banco's website: https://www.unicajabanco.com/content/dam/unicaja/unicaja-corporacion/documentos-corporacion/inversores-y-accionistas/informes-financieros/2022/primer-trimestre/informe-financiero-marzo-2022-en.pdf, https://www.unicajabanco.com/content/dam/unicaja/unicaja-corporacion/documentos-corporacion/inversores-y-accionistas/cuentas-anuales-auditadas/cuentas-anuales-consolidadas-2021-en.pdf and https://www.unicajabanco.com/content/dam/unicaja/unicaja-corporacion/documentos-corporacion/inversores-y-accionistas/cuentas-anuales-auditadas/cuentas-anuales-consolidadas-2020-en.pdf, respectively.

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

TERMS AND CONDITIONS OF THE NOTES

The following is the text of the terms and conditions which will be completed by the relevant Final Terms.

1. Introduction

(a) *Programme:* Unicaja Banco, S.A. (the "**Issuer**") has established a Euro Medium Term Note Programme (the "**Programme**") for the issuance of up to €3,500,000,000 in aggregate principal amount of notes (the "**Notes**").

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

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

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

(d) *The Notes*: All subsequent references in these Conditions of the Notes to "**Notes**" are to the Notes which are the subject of the relevant Final Terms. Copies of the relevant Final Terms are available for viewing at the Issuer's website (https://www.unicajabanco.com/es/inversores-y-accionistas/emisiones/programas-de-emision).

2. Interpretation

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

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

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

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

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

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

"**Additional Tier 1 Instrument**" means any subordinated obligation (*créditos subordinados*) of the Issuer qualifying as Additional Tier 1 Capital;

"**Adjustment Spread**" means either a spread (which may be positive, negative or zero), or a formula or methodology for calculating a spread, in either case, to be applied to the Successor Rate or the Alternative Rate (as the case may be) and is the spread, formula or methodology which:

(a) in the case of a Successor Rate, is formally recommended or formally provided as an option for parties to adopt in relation to the replacement of the relevant Mid-Swap Floating Leg Benchmark Rate or Reference Rate (as applicable) with the Successor Rate by any Relevant Nominating Body; or

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

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

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

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

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

"**Alternative Rate**" means an alternative benchmark or screen rate which the Independent Financial Adviser or the Issuer, acting in good faith and in a reasonable commercial manner and following consultation with the Independent Financial Adviser (in the event that one has been appointed), as applicable, determines in accordance with Condition 9 (*Benchmark Discontinuation*) is customary in market usage in the international debt capital markets for the purposes of determining rates of interest (or the relevant component part thereof) in the relevant currency;

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

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

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

"**Applicable Banking Regulations**" means at any time the laws, regulations, requirements, guidelines and policies relating to capital adequacy, resolution and/or solvency then applicable to the Issuer 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 and/or the Relevant Resolution 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 Issuer and/or the Group) (in all cases, as amended or replaced from time to time);

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

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

"**Benchmark Event**" means:

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

(b) a public statement by the administrator of the relevant Mid-Swap Floating Leg Benchmark Rate or of the Reference Rate (as applicable) that (in circumstances where no successor administrator has been or will be appointed that will continue publication of such Mid-Swap Floating Leg Benchmark Rate or Reference Rate (as applicable)) it has ceased publishing such Mid-Swap Floating Leg Benchmark Rate or Reference Rate (as applicable) permanently or indefinitely, or that it will cease to do so by a specified future date (the "**Specified Future Date**");

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

publication of such Mid-Swap Floating Leg Benchmark Rate or Reference Rate (as applicable)); or

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

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

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

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

The occurrence of a Benchmark Event shall be determined by the Issuer and promptly notified to the Calculation Agent and the Paying Agent, if different to the Issuer. For the avoidance of doubt, neither the Calculation Agent nor the Paying Agent, if different to the Issuer, shall have any responsibility for making such determination;

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

"**BRRD**" means Directive 2014/59/EU of 15 May, establishing the framework for the recovery and resolution of credit institutions and investment firms, as amended by BRRD II and as further amended or replaced from time to time, as implemented into Spanish law, and including any 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;

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

"**Business Day Convention**", in relation to any particular date, has the meaning given in the relevant Final Terms and, if so specified in the relevant Final Terms, may have different meanings

in relation to different dates and, in this context, the following expressions shall have the following meanings:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"**CRD IV Implementing Measures**" means any regulatory capital rules implementing the CRD IV Directive or the CRR I which may from time to time be introduced, including, but not limited to, delegated or implementing acts (regulatory technical standards) adopted by the European Commission, national laws and regulations, and regulations and guidelines issued by the Competent Authority, the European Banking Authority or any other relevant authority, which are applicable to the Issuer and/or the Group, as applicable, including, without limitation, Law 10/2014, as amended from time to time, Royal Decree 84/2015, as amended from time to time, and any other regulation, circular or guidelines implementing CRD IV;

"**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;

"**CRR I**" 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 by CRR II and as further amended or replaced from time to time;

"**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 by Regulation 2020/873 and as further amended or replaced from time to time;

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

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

(i) where the Calculation Period is equal to or shorter than the Regular Period during which it falls, the actual number of days in the Calculation Period divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year; and

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

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

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

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

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

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

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

$$\text{Day Count Fraction} = \frac{[360x(Y_2 - Y_1)] + [30x(M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

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

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

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

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

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

"**D_2**" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31 and D1 is greater than 29, in which case D2 will be 30;

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

$$Day\ Count\ Fraction = \frac{[360x(Y_2 - Y_1)] + [30x(M_2 - M_1) + (D_2 - D_1)]}{360}$$

where:

"**Y_1**" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"**Y_2**" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"**M_1**" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"**M_2**" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

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

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

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

$$\text{Day Count Fraction} = \frac{[360x(Y_2 - Y_1)] + [30x(M_2\_M_1) + (D_2 - D_1)]}{360}$$

where:

"**Y_1**" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"**Y_2**" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"**M_1**" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"**M_2**" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"**D_1**" is the first calendar day, expressed as a number, of the Calculation Period, unless (i) that day is the last day of February or (ii) such number would be 31, in which case D1 will be 30; and

"**D_2**" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless (i) that day is the last day of February but not the Maturity Date or (ii) such number would be 31, in which case D2 will be 30,

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

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

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

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

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

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

"**EU Banking Reforms**" means the CRD V Directive, the BRRD II, the CRR II and the SRM Regulation II;

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

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

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

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

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

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

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

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

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

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

"**First Reset Rate of Interest**" means, in respect of the First Reset Period and subject to Condition 6 (*Reset Note Provisions*), the rate of interest determined by the Calculation Agent on

the relevant Reset Determination Date as the sum of the relevant Reset Reference Rate and the First Margin, adjusted as necessary;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) if the Business Day Convention is the FRN Convention, Floating Rate Convention or Eurodollar Convention and an interval of a number of calendar months is specified in the relevant Final Terms as being the Specified Period, each of such dates as may occur in accordance with the FRN Convention, Floating Rate Convention or Eurodollar Convention at such Specified Period of calendar months following the Interest Commencement Date (in the case of the first Interest Payment Date) or the previous Interest Payment Date (in any other case);

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

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

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

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

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

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

"**Law 11/2015**" means Law 11/2015, of 18 June, on the recovery and resolution of credit institutions and investment firms (*Ley 11/2015, de 18 de junio, de recuperación y resolución de entidades de crédito y empresas de servicios de inversión*), as amended or replaced from time to time;

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

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

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

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

under the Notes any such shares, other securities or other obligations of the Issuer or another person;

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

(d) the amendment or alteration of the maturity of the Notes or amendment of the amount of interest payable on the Notes, or the date on which the interest becomes payable, including by suspending payment for a temporary period; and

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

"**Margin**" means:

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

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

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

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

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

"**Mid-Market Swap Rate**" means for any Reset Period the mean of the bid and offered rates for the fixed leg payable with a frequency equivalent to the frequency with which scheduled interest payments are payable on the Notes during the relevant Reset Period (calculated on the day count basis customary for fixed rate payments in the Specified Currency of a fixed-for-floating interest rate swap transaction in the Specified Currency which transaction (i) has a term equal to the relevant Reset Period and commencing on the relevant Reset Date, (ii) is in 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 and (iii) has a floating leg based on the Mid-Swap Floating Leg Benchmark Rate for the Mid-Swap Maturity (as specified in the relevant Final Terms) (calculated on the day count basis customary for floating rate payments in the Specified Currency));

"**Mid-Market Swap Rate Quotation**" means a quotation (expressed as a percentage rate per annum) for the relevant Mid-Market Swap Rate;

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

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

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

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

(ii) commencing on the relevant Reset Date,

which appears on the Relevant Screen Page; or

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

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

(ii) commencing on the relevant Reset Date,

which appear on the Relevant Screen Page,

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

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

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

"**MREL**" means the "minimum requirement for own funds and eligible liabilities" for credit institutions under the BRRD, set in accordance with Article 45 of the BRRD (as transposed in Spain), Commission Delegated Regulation (EU) 2016/1450 of 23 May 2016, supplementing Directive 2014/59/EU of the European Parliament and of the Council with regard to regulatory technical standards specifying the criteria relating to the methodology for setting the minimum requirement for own funds and eligible liabilities, or any successor requirement under EU legislation and relevant implementing legislation and regulation in the Kingdom of Spain;

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

A MREL Disqualification Event shall, without limitation, be deemed to include where such non-qualification as MREL-Eligible Instruments arises as a result of (a) any legislation which gives effect to the EU Banking Reforms in the Kingdom of Spain differing in any respect from the form of the EU Banking Reforms (including if the EU Banking Reforms are not implemented in full in the Kingdom of Spain), or (b) the official interpretation or application of the EU Banking Reforms or the EU Banking Reforms as implemented in the Kingdom of Spain (including any interpretation or pronouncement by any relevant court, tribunal or authority) differing in any respect from the manner in which the EU Banking Reforms have been reflected in these Conditions;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"**Redemption Amount**" means, as appropriate, the Final Redemption Amount, the Early Redemption Amount, the Early Redemption Amount (Zero Coupon), the Optional Redemption Amount (Call), the Optional Redemption Amount (Residual Call), the Optional Redemption

Amount (Put) or such other amount in the nature of a redemption amount as may be specified in the relevant Final Terms;

"**Reference Banks**" means four major banks selected by the Issuer in the market that is most closely connected with the Reference Rate;

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

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

"**Reference Government Bond Dealer**" means each of five banks selected by the Issuer (following, where practicable, consultation with the Calculation Agent) or their affiliates, which are (i) primary government securities dealers, and their respective successors, or (ii) market makers in pricing corporate bond issues;

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

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

"**Regular Period**" means:

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

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

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

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

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

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

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

"**Relevant Nominating Body**" means, in respect of a benchmark or screen rate (as applicable):

(a) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, or any central bank or other supervisory authority which is responsible for supervising either the relevant benchmark or the administrator of the relevant benchmark or screen rate (as applicable); or

(b) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (a) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, (b) any central bank or other supervisory authority which is responsible for supervising either the relevant benchmark or the administrator of the relevant benchmark or screen rate (as applicable), (c) a group of the aforementioned central banks or other supervisory authorities or (d) the Financial Stability Board or any part thereof;

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

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

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

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

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

"**Reset Determination Time**" means in relation to a Reset Determination Date, 11.00 a.m. in the principal financial centre of the Specified Currency on such Reset Determination Date or such other time as may be specified in the relevant Final Terms;

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

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

"**Reset Reference Bond**" means for any Reset Period a government security or securities issued by the government of the state responsible for issuing the Specified Currency (which, if the Specified Currency is euro, shall deemed to be Germany) agreed between the Issuer and the Determination Agent as having the nearest actual or interpolated maturity comparable with the relevant Reset Period and that (in the opinion of the Issuer, after consultation with the Determination Agent) would be utilised, at the time of selection and in accordance with customary financial practice, in pricing new issuances of corporate debt securities denominated in the Specified Currency and of a comparable maturity to the relevant Reset Period;

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

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

"**Royal Decree 1012/2015**" means Royal Decree 1012/2015, of 6 November, developing Law 11/2015 (*Real Decreto 1012/2015, de 6 de noviembre, por el que se desarrolla la Ley 11/2015, de 18 de junio, de recuperación y resolución de entidades de crédito y empresas de servicios de inversión, y por el que se modifica el Real Decreto 2606/1996, de 20 de diciembre, sobre fondos de garantía de depósitos de entidades de crédito*), as amended or replaced from time to time;

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

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

"**Senior Non-Preferred Liabilities**" means any unsecured and unsubordinated senior non preferred obligations (*créditos ordinarios no preferentes*) of the Issuer under Additional Provision

14.2 of Law 11/2015 and any other obligations which, by law and/or by their terms, and to the extent permitted by Spanish law, rank *pari passu* with the Senior Non-Preferred Liabilities;

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

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

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

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

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

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

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

"**SRM Regulation**" means Regulation (EU) No 806/2014, of 15 July, establishing uniform rules and a uniform procedure for the resolution of credit institutions and certain investment firms in the framework of a Single Resolution Mechanism ("**SRM**") and a Single Resolution Fund and amending Regulation (EU) No 1093/2010, as amended by SRM Regulation II and as further amended or replaced from time to time;

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

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

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

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

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

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

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

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

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

"**TARGET2**" means the Trans-European Automated Real-Time Gross Settlement Express Transfer payment system or any successor thereto;

"**TARGET Settlement Day**" means any day on which TARGET2 is open for the settlement of payments in euro;

"**Tax Event**" means a change in, or amendment to, the laws or regulations of the Kingdom of Spain, or any change in the official application or interpretation of such laws or regulations, which change or amendment becomes effective on or after the date on which agreement is reached to issue the first Tranche of the Notes and that results in:

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

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

(c) the applicable tax treatment of the Notes being materially affected,

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

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

"**Tier 2 Instrument**" means any subordinated obligation (*crédito subordinado*) of the Issuer qualifying as Tier 2 Capital;

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

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

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

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

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

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

3. Form, Denomination, Title and Transfer

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

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

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

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

(c) *Title and Transfer*: Title to the Notes will be evidenced by book-entries and each person shown in the central registry managed (the "**Spanish Central Registry**") by Iberclear and in the registries maintained by the respective Iberclear Participants as being the holder of the Notes shall be (except as otherwise required by Spanish law) considered the holder of the principal amount of the Notes recorded therein. In these Conditions of the Notes, the "**Holder**" of a Note means the person in whose name such Note is for the time being registered in the Spanish Central Registry managed by Iberclear or, as the case may be, the relevant Iberclear Participant accounting book and when appropriate, means owners of a beneficial interest in the Notes.

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

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

4. Status

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

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

(a) *Status of the Senior Notes:*

The payment obligations of the Issuer on account of principal under Notes which specify their status as Ordinary Senior Notes ("**Ordinary Senior Notes**") or as Senior Non-Preferred Notes

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

(a) in the case of Ordinary Senior Notes:

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

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

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

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

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

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

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

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

(b) *Status of the Subordinated Notes:*

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

(a) for so long as the obligations of the Issuer in respect of the relevant Subordinated Notes do not constitute Tier 2 Instruments of the Issuer:

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

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

(ii) ***pari passu*** among themselves and with (i) all other claims for principal in respect of contractually subordinated obligations of the Issuer not qualifying as Additional Tier 1 Instruments or Tier 2 Instruments; and (ii) any other subordinated obligations (*créditos subordinados*) of the Issuer which by law and/or by their terms, and to the extent permitted by Spanish law, rank *pari passu* with the Issuer's obligations under the Senior Subordinated Notes; and

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

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

(b) for so long as the obligations of the Issuer in respect of the relevant Subordinated Notes constitute Tier 2 Instruments of the Issuer:

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

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

(iii) **junior** to (i) any unsubordinated obligations (*créditos ordinarios*) of the Issuer; (ii) any other subordinated obligations (*créditos subordinados*) of the Issuer under Article 281.1 of the Insolvency Law not qualifying as Additional Tier 1 Instruments or Tier 2 Instruments; and (iii) any other subordinated obligations (*créditos subordinados*) of the Issuer which by law and/or by their terms, to the extent permitted by Spanish law, rank senior to the Issuer's obligations under the Tier 2 Subordinated Notes.

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

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

5. Fixed Rate Note Provisions

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

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

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

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

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

6. Reset Note Provisions

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

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

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

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

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

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

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

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

(e) *Fallbacks*: If on any Reset Determination Date the Relevant Screen Page is not available or the Mid-Swap Rate does not appear on the Relevant Screen Page (other than in the circumstances provided for in Condition 9 (*Benchmark Discontinuation*)), the Calculation Agent shall request each of the Reference Banks to provide the Calculation Agent with its Mid-Market Swap Rate Quotation as at approximately 12 (noon) in the Relevant Financial Centre of the Specified Currency on the Reset Determination Date in question.

If two or more of the Reference Banks provide the Calculation Agent with Mid-Market Swap Rate Quotations, the First Reset Rate of Interest or the Subsequent Reset Rate of Interest (as applicable) for the relevant Reset Period shall be the sum of the arithmetic mean (rounded, if necessary, to the nearest 0.001% (0.0005% being rounded upwards)) of the relevant Mid-Market Swap Rate Quotations and the First Margin or Subsequent Margin (as applicable), all as determined by the Calculation Agent.

If on any Reset Determination Date only one or none of the Reference Banks provides the Calculation Agent with a Mid-Market Swap Rate Quotation as provided in the foregoing provisions of this paragraph, the First Reset Rate of Interest or the Subsequent Reset Rate of Interest (as applicable) shall be determined to be the Rate of Interest as at the last preceding Reset Date or, in the case of the first Reset Determination Date, the First Reset Rate of Interest shall be the Initial Rate of Interest (though substituting, where a different Margin is to be applied to the relevant Reset Period from that which applied to the last preceding Reset Period, the Margin relating to the relevant Reset Period, in place of the Margin relating to that last preceding Reset Period).

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

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

7. Floating Rate Note Provisions

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

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

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

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

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

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

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

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

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

(D) if, in the case of (A) above, such rate does not appear on that page or, in the case of (C) above, fewer than two such rates appear on that page or if, in either case, the Relevant Screen Page is unavailable, the Issuer (other than in the circumstances described in Condition 9 (*Benchmark Discontinuation*)) will:

(1) request the principal Relevant Financial Centre office of each of the Reference Banks to provide a quotation of the Reference Rate at approximately the Relevant Time on the Interest Determination Date to prime banks in the Relevant Financial Centre interbank market in an amount that is representative for a single transaction in that market at that time; and

(2) provide such quotations to the Calculation Agent who shall determine the arithmetic mean of such quotations; and

(E) if fewer than two such quotations are provided as requested, the Calculation Agent will determine the arithmetic mean of the rates (being the nearest to the Reference Rate, as determined by the Calculation Agent) quoted by major banks in the Principal Financial Centre of the Specified Currency, requested and selected by the Issuer, at approximately 11.00 a.m. (local time in the Principal Financial Centre of the Specified Currency) on the first day of the relevant Interest Period for loans in the Specified Currency to leading European banks for a period equal to the relevant Interest Period and in an amount that is representative for a single transaction in that market at that time,

and the Rate of Interest for such Interest Period shall be the sum of the Margin and the rate or (as the case may be) the arithmetic mean so determined; **provided, however, that** if the Calculation Agent is unable to determine a rate or (as the case may be) an arithmetic mean in accordance with the above provisions in relation to any Interest Period, the Rate of Interest applicable to the Notes during such Interest Period will be the sum of the Margin and the rate or (as the case may be) the arithmetic mean last determined in relation to the Notes in respect of a preceding Interest Period.

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

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

(1) the Floating Rate Option (as defined in the ISDA Definitions) is as specified in the relevant Final Terms;

(2) the Designated Maturity (as defined in the ISDA Definitions), if applicable, is a period specified in the relevant Final Terms;

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

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

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

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

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

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

(i) Compounding with Lookback is specified as the Compounding Method in the relevant Final Terms, Lookback is the number of Applicable Business Days (as defined in the ISDA Definitions) specified in the relevant Final Terms;

(ii) Compounding with Observation Period Shift is specified as the Compounding Method in the relevant Final Terms, (a) Observation Period Shift is the number of Observation Period Shift Business Days (as defined in the ISDA Definitions) specified in the relevant Final Terms, and (b) Observation Period Shift Additional Business Days (as defined in the ISDA Definitions), if applicable, are the days specified in the relevant Final Terms; or

(iii) Compounding with Lockout is specified as the Compounding Method in the relevant Final Terms, (a) Lockout is the number of Lockout Period Business Days (as defined in the ISDA Definitions) specified in the relevant Final Terms, and (b) Lockout Period Business Days, if applicable, are the days specified in the relevant Final Terms;

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

(i) Averaging with Lookback is specified as the Averaging Method in the relevant Final Terms, Lookback is the number of Applicable Business Days (as defined in the ISDA Definitions) as specified in relevant Final Terms;

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

(iii) Averaging with Lockout is specified as the Averaging Method in the relevant Final Terms, (a) Lockout is the number of Lockout Period Business Days (as defined in the ISDA Definitions) specified in the relevant Final Terms, and (b) Lockout Period Business Days, if applicable, are the days specified in the relevant Final Terms; and

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

(B) references in the ISDA Definitions to:

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

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

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

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

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

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

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

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

(A) This Condition 7(e) is applicable to the Notes only if the Floating Rate Note Provisions are specified in the relevant Final Terms as being applicable and the "Reference Rate" is specified in the relevant Final Terms as being "€STR".

(B) Where "€STR" is specified as the Reference Rate in the Final Terms, the Rate of Interest for each Interest Period will, subject as provided below, be Compounded Daily €STR plus

or minus (as specified in the relevant Final Terms) the Margin, all as determined by the Calculation Agent on each Interest Determination Date.

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

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

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

where:

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

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

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

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

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

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

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

the "**€STR reference rate**", in respect of any TARGET Settlement Day, is a reference rate equal to the daily euro short-term rate ("**€STR**") for such TARGET Settlement Day as provided by the European Central Bank as the administrator of €STR (or any successor administrator of such rate) on the website of the European Central Bank (or, if no longer published on its website, as otherwise published by it or provided by it to authorised distributors and as then published on the Relevant Screen Page or, if the Relevant Screen Page is unavailable, as otherwise published by such authorised distributors) on the TARGET Settlement Day immediately following such TARGET Settlement Day (in each case, at the time specified by, or determined in accordance with, the applicable methodology, policies or guidelines, of the European Central Bank or the successor administrator of such rate);

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

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

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

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

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

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

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

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

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

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

(D) Subject to Condition 9 (*Benchmark Discontinuation*), if, where any Rate of Interest is to be calculated pursuant to Condition 7(e)(B) above, in respect of any TARGET Settlement Day in respect of which an applicable €STR reference rate is required to be determined, such €STR reference rate is not made available on the Relevant Screen Page or has not otherwise been published by the relevant authorised distributors, then the €STR reference rate in respect of such TARGET Settlement Day shall be the €STR reference rate for the first preceding TARGET Settlement Day in respect of which €STR reference rate was published by the European Central Bank on its website, as determined by the Calculation Agent.

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

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

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

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

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

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

8. Zero Coupon Notes

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

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

9. Benchmark Discontinuation

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

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

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

If this subparagraph (ii) applies and the Issuer is unable or unwilling to determine a Successor Rate or an Alternative Rate prior to the Reset Determination Date or Interest Determination Date (as applicable) relating to the next succeeding Reset Period or Interest Period (as applicable) in accordance with this subparagraph (ii), the Mid-Swap Floating Leg Benchmark Rate or Reference Rate (as applicable) shall be equal to the Mid-Swap Floating Leg Benchmark Rate or Reference Rate (as applicable) for a term equivalent to the Reset Period or to the relevant Interest Period (as applicable) published on the Relevant Screen Page as at the last preceding Reset Date or Interest Determination Date (as applicable) (though substituting, where a different Margin is to be applied to the relevant Reset Period or Interest Period (as applicable) from that which applied to the last preceding Reset Period or Interest Period (as applicable), the Margin relating to the relevant Reset Period or Interest Period (as applicable), in place of the Margin relating to that last preceding Reset Period or Interest Period (as applicable)).

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

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

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

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

In connection with any such variation in accordance with this subparagraph (v), the Issuer shall comply with the rules of any stock exchange on which the Notes are for the time being listed or admitted to trading.

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

Notwithstanding any other provision of this Condition 9, no Successor Rate, Alternative Rate or Adjustment Spread (as applicable) will be adopted, and no other amendments to the terms of the Notes will be made pursuant to this Condition 9, if and to the extent that, in the determination of the Issuer, the same could reasonably be expected to prejudice the treatment of any relevant Series of Notes as Tier 2 Capital of the Issuer or the Group or to result in the partial or full exclusion of the Notes from treatment as MREL-Eligible Instruments of the Group, or could reasonably result in the Relevant Resolution Authority treating any future Interest Payment Date as the effective maturity of the Notes, rather than the relevant maturity date.

10. Redemption and Purchase

(a) *Final redemption*: Unless previously redeemed, or purchased and cancelled, the Notes will be redeemed at their Final Redemption Amount on the Maturity Date, subject as provided in Condition 11 (*Payments*). The Maturity Date of the Notes will not exceed 50 years from the Issue Date.

Senior Notes and Senior Subordinated Notes will have an original maturity of at least one year from their date of effective disbursement or such minimum or maximum maturity as may be permitted or required from time to time by Applicable Banking Regulations.

Tier 2 Subordinated Notes will have an original maturity of at least five years from their date of effective disbursement or such minimum or maximum maturity as may be permitted or required from time to time by Applicable Banking Regulations.

(b) *Zero Coupon Note:*

(i) The early redemption amount payable in respect of any Zero Coupon Note (the "**Early Redemption Amount (Zero Coupon)**") upon redemption of such Note pursuant to Condition 10(c), Condition 10(d), Condition 10(e), Condition 10(f), Condition 10(h) or Condition 10(i) or upon it becoming due and payable as provided in Condition 13 (*Events*

of Default) shall be the Amortised Face Amount (calculated as provided below) of such Note unless otherwise specified hereon.

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

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

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

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

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

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

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

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

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

Tier 2 Subordinated Notes where the MREL Disqualification Event has been specified as applicable in the relevant Final Terms may be redeemed pursuant to a MREL Disqualification Event only after five years from their date of issuance or such other minimum period permitted under Applicable Banking Regulations.

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

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

(g) *Partial redemption*: If the Notes are to be redeemed in part only on any date in accordance with Condition 10(f) (*Redemption at the option of the Issuer*), each Note shall be redeemed in part in the proportion which the aggregate Outstanding Principal Amount of the outstanding Notes to be redeemed on the relevant Optional Redemption Date (Call) bears to the aggregate Outstanding Principal Amount of outstanding Notes on such date. If any Maximum Redemption Amount or Minimum Redemption Amount is specified in the relevant Final Terms, then the Optional Redemption Amount (Call) shall in no event be greater than the maximum or be less than the minimum so specified.

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

Tier 2 Subordinated Notes where "Issuer Residual Call" has been specified as applicable in the applicable Final Terms may be redeemed pursuant this Condition 10(h)(*Issuer Residual Call*) only after five years from their date of issuance or such other minimum period permitted under Applicable Banking Regulations.

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

In accordance with Article 63(i) of CRR I, if the Notes are intended to qualify as Tier 2 Subordinated Notes, the Put Option shall not be specified in the relevant Final Terms as being applicable.

(j) *No other redemption*: The Issuer shall not be entitled to redeem the Notes otherwise than as provided in Conditions 9(a) to 9(h) above.

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

(l) *Conditions to Redemption and Purchase*: Other than in the case of a redemption at maturity in accordance with Condition 10(a) (*Scheduled Redemption*), the Issuer may redeem the Notes (and give notice thereof to the Holders) and the Issuer or its Subsidiaries may purchase Notes, only if such redemption or purchase is in accordance with the Applicable Banking Regulations and it has been granted the prior Supervisory Permission, when applicable.

Prior to the publication of any notice of redemption pursuant to Conditions 10(c) (*Redemption due a Tax Event*), 10(d)(*Redemption due to a Capital Event*), 10(e) (*Redemption due to a MREL Disqualification Event*) and 10(h)(*Issuer Residual Call*), the Issuer shall make available to the Holders at its registered office a certificate signed by two of its duly Authorised Signatories stating that the relevant requirement or circumstance giving rise to the right to redeem is satisfied.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. Payments

(a) *Principal and interest*: Payments in respect of the Notes (in terms of both principal and interest) will be made by transfer to the registered account of the relevant Holder maintained by or on behalf of it with a bank that processes payments in a city in which banks have access to the TARGET2, details of which appear in the records of Iberclear or, as the case may be, the relevant Iberclear Participant at close of business on the day immediately preceding the Business Day on which the payment of principal or interest, as the case may be, falls due. Holders must rely on the procedures of Iberclear or, as the case may be, the relevant Iberclear Participant to receive payments under the relevant Notes. None of the Issuer or, if applicable, any of the dealers will have any responsibility or liability for the records relating to payments made in respect of the Notes.

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

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

12. Taxation

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

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

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

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

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

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

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

(iv) to, or to a third party on behalf of, a Holder in respect of whose Ordinary Senior Notes the Issuer (or an agent acting on behalf of the Issuer) has not received such information it may be required in order to comply with Spanish tax reporting requirements, as may be necessary to allow payments on such Ordinary Senior Notes to be made free and clear of withholding tax or deduction on account of any taxes imposed by Spain, including when

the Issuer (or an agent acting on behalf of the Issuer) does not receive a duly executed and completed certificate, pursuant to Law 10/2014 and Royal Decree 1065/2007 of 27 July, as amended by Royal Decree 1145/2011 of 29 July, and any implementing legislation or regulation.

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

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

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

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

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

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

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

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

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

13. Events of Default

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

If an order is made by any competent court commencing insolvency proceedings against the Issuer or if any order is made by any competent court or resolution passed for the winding up or liquidation of the Issuer (except in the case of a reconstruction, merger or amalgamation (i) which has been approved by an Extraordinary Resolution at a meeting of Holders of the Notes; or (ii) where the entity resulting from any such reconstruction, merger or amalgamation is (A) a financial institution (*entidad de crédito*) under article 1 of Law 10/2014, as amended and restated and (B) has a rating for long-term subordinated debt assigned by a Rating Agency equivalent to or higher than the rating for long-term subordinated debt of the Issuer immediately prior to such reconstruction, merger or amalgamation) and such order is continuing, then any Note may, unless there has been an Extraordinary Resolution to the contrary at a meeting of Holders, by written notice addressed by the Holder thereof to the Issuer and delivered to the Issuer, be declared immediately due and payable, whereupon the Outstanding Principal Amount together with accrued and unpaid interest (if any) to the date of payment shall, when permitted by applicable Spanish law, become immediately due and payable without further action or formality.

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

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

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

(b) *Additional Events of Default*

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

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

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

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

(iii) the Issuer is adjudicated or found bankrupt or insolvent by any competent court, or any order of any competent court or administrative agency is made for, or any resolution is passed by the Issuer to apply for, judicial composition proceedings with its creditors or for the appointment of a receiver or trustee or other similar official in insolvency proceedings in relation to the Issuer or substantially all of its assets (unless in the case of an order for a temporary appointment, such appointment is discharged within 30 days); or

(iv) the Issuer (except (A) in the case of a reconstruction, merger or amalgamation (i) which has been approved by an Extraordinary Resolution at a meeting of Holders of the Notes; or (ii) where the entity resulting from any such reconstruction, merger or amalgamation is (x) a financial institution (*entidad de crédito*) under article 1 of Law 10/2014, as amended and restated and (y) has a rating for long-term subordinated debt assigned by a Rating Agency equivalent to or higher than the rating for long-term subordinated debt of the Issuer immediately prior to such reconstruction, merger or amalgamation, or (B) where the Issuer otherwise continues to carry on the relevant business whether directly or indirectly) ceases or threatens to cease to carry on the whole or substantially the whole of its business; or

(v) an application is made for the appointment of an administrative or other receiver, manager, administrator or similar official in relation to the Issuer or in relation to the whole or substantially the whole of the undertaking or assets of the Issuer and is not discharged within 30 calendar days; or

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

(c) *Green Notes*

In the case of any Notes where the "Reasons for the Offer" in Part B of the relevant Final Terms are stated to be for "green" projects as described therein (the "**Green Notes Use of Proceeds Disclosure**" and the "**Green Notes**", as appropriate), no event of default shall occur or other claim against the Issuer or right of a holder of, or obligation or liability of the Issuer in respect of, such Green Notes arise as a result of the net proceeds of such Green Notes not being used, any report, assessment, opinion or certification not being obtained or published, or any other step or action not being taken, in each case as set out and described in the Green Notes Use of Proceeds Disclosure.

14. Waiver of Set-Off

If this Condition 14 is specified as applicable in the relevant Final Terms, no Holder may at any time exercise or claim any Waived Set-Off Rights against any right, claim, or liability the Issuer has or may have or acquire against such Holder, directly or indirectly, howsoever arising (and, for the avoidance of doubt, including all such rights, claims and liabilities arising under or in relation to any and all agreements or other instruments of any sort, whether or not relating to such Note) and each Holder shall be deemed to have waived all Waived Set-Off Rights to the fullest extent permitted by applicable law in relation to all such actual and potential rights, claims and liabilities. Notwithstanding the preceding sentence, if any of the amounts owing to any Holder by the Issuer in respect of, or arising under or in

connection with the Notes is discharged by set-off, such Holder shall, subject to applicable law, immediately pay an amount equal to the amount of such discharge to the Issuer and, until such time as payment is made, shall hold an amount equal to such amount in trust for the Issuer and accordingly any such discharge shall be deemed not to have taken place.

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

15. Substitution and Variation

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

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

In connection with any substitution or variation in accordance with this Condition 15, the Issuer shall comply with the rules of any stock exchange on which the Notes are for the time being listed or admitted to trading.

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

16. Prescription

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

17. Meetings of Holders; Modification and Waiver

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

(b) *Convening meetings*

(i) *Meetings convened by the Issuer*: The Issuer may, at any time, and shall, if so directed in writing by Holders holding not less than 10% in aggregate principal amount of the Notes for the time being outstanding (the "**relevant Holders**"), convene a meeting of Holders.

(ii) *Meetings convened by the Holders*: If the Issuer has not delivered notice convening a meeting of the Holders prior to the expiry of seven clear days from the date on which the Issuer has received written directions from the relevant Holders to do so, the relevant Holders may themselves convene the meeting in place of the Issuer subject to and in accordance with the provisions of this Condition 17, provided however that, in such circumstances all references to the performance by the Issuer of a particular obligation in this Condition 17, or the delivery by the Issuer of any notice in accordance with Condition 19 (*Notices*), shall be deemed to be a reference to the performance by the relevant Holders of such obligation and/or the delivery of such notice. Any costs and expenses incurred by the relevant Holders as a result of, in connection with or related to the convening by them of a meeting of the Holders in such circumstances shall be for the account of the Issuer and shall be promptly paid by the Issuer to the account designated for such purpose in writing by the relevant Holders upon presentation of receipts, invoices or other documentary evidence of such costs.

Notwithstanding the foregoing, no refusal or failure by the Issuer to convene a meeting of the Holders when so directed by the relevant Holders shall give rise to any right by any Holder to declare any principal amounts or interest in respect of the Notes immediately due and payable.

(c) *Procedures for convening meetings*: At least 21 clear days' notice specifying the place (which need not be a physical place and instead may be by way of conference call, including by use of a videoconference platform), day and hour of the meeting shall be given to the Holders in the manner provided in Condition 19 (*Notices*).

The notice, which shall be in the English language, shall state generally the nature of the business to be transacted at the meeting and, where the meeting has been convened to vote on any matter requiring the approval of the Holders by means of an Extraordinary Resolution only, shall specify the terms of the Extraordinary Resolution to be proposed. This notice shall include information as to the manner in which Holders are entitled to attend and vote at the meeting.

If the meeting has been convened by the relevant Holders in the circumstances set out in Condition 17(b)(ii)(*Convening meetings — Meetings convened by the Holders*), a copy of the notice shall also be sent by certified post to the Issuer.

(d) *Chairperson*: The person (who may be, but need not be, a Holder) nominated in writing by the Issuer shall be entitled to take the chair at each meeting (the "**Chairperson**") but if no nomination is made or if at any meeting the person nominated is not present within 15 minutes after the time appointed for holding the meeting, the Holders present shall choose one of their number to be Chairperson, failing which the Issuer may appoint a Chairperson. The Chairperson of an adjourned meeting need not be the same person as was Chairperson of the meeting from which the adjournment took place.

(e) *Quorums*

(i) *Regular Quorum*: At any meeting one or more Eligible Persons present and holding or representing in the aggregate not less than 5% in principal amount of the Notes for the time being outstanding shall (except for the purpose of passing an Extraordinary Resolution) form a quorum for the transaction of business, and no business (other than the choosing of a Chairperson in accordance with Condition 17(d) (*Chairperson*)) shall be transacted at any meeting unless the required quorum is present at the commencement of business.

(ii) *Extraordinary Quorum*: The quorum at any meeting for passing an Extraordinary Resolution shall (subject as provided below) be one or more Eligible Persons present and holding or representing in the aggregate not less than 50% in principal amount of the Notes for the time being outstanding.

(iii) *Enhanced Quorum*: At any meeting the business of which includes any of the following matters (each of which shall only be capable of being effected after having been approved by Extraordinary Resolution):

(A) a reduction or cancellation of the principal amount of the Notes for the time being outstanding; or

(B) a reduction of the amount payable or modification of the Interest Payment Dates or variation of the method of calculating the Rate of Interest; or

(C) a modification of the currency in which payments under the Notes are to be made; or

(D) a modification of the majority required to pass an Extraordinary Resolution; or

(E) the sanctioning of any scheme or proposal described in Condition 17(i)(iii)(F) below; or

(F) alteration of this proviso 16(e)(iii) or the proviso to Condition 17(f)(i) below,

the quorum shall be one or more Eligible Persons present and holding or representing in the aggregate not less than two-thirds in principal amount of the Notes for the time being outstanding.

(f) *Adjourned Meeting*

(i) If within 15 minutes (or such longer period not exceeding 30 minutes as the Chairperson may decide) after the time appointed for any meeting a quorum is not present for the transaction of any particular business, then, subject and without prejudice to the transaction of the business (if any) for which a quorum is present, the meeting shall, if convened by Holders or if the Issuer was required by Holders to convene such meeting pursuant to Condition 17(b)(*Convening meetings*), be dissolved. In any other case it shall be adjourned to the same day of the next week (or if that day is not a Business Day the next following Business Day) at the same time and place (except in the case of a meeting at which an Extraordinary Resolution is to be proposed in which case it shall be adjourned for a period being not less than 14 clear days nor more than 42 clear days and at a place appointed by the Chairperson and approved by the Issuer).

Otherwise, at least 7 clear days' notice specifying the place (which need not be a physical place and instead may be by way of conference call, including by use of a videoconference or electronic platform), day and hour of the adjourned meeting, and otherwise given in accordance with Condition 17(c) (*Procedures for convening meetings*) shall be given to the Holders in the manner provided in Condition 19 (*Notices*) (which notice may be given at the same time as the notice convening the original meeting).

(ii) If within 15 minutes (or such longer period not exceeding 30 minutes as the Chairperson may decide) after the time appointed for any adjourned meeting a quorum is not present for the transaction of any particular business, then, subject and without prejudice to the

transaction of the business (if any) for which a quorum is present, the Chairperson may either dissolve the meeting or adjourn it for a period, being

(A) for any matter other than to vote on an Extraordinary Resolution, not less than 14 clear days (but without any maximum number of clear days); or

(B) for any matter requiring approval by an Extraordinary Resolution, not less than 14 clear days nor more than 42 clear days,

and in either case to a place as may be appointed by the Chairperson (either at or after the adjourned meeting) and approved by the Issuer, and the provisions of this sentence shall apply to all further adjourned meetings.

(iii) At any adjourned meeting one or more Eligible Persons present (whatever the principal amount of the Notes for the time being outstanding so held or represented by them) shall (subject as provided below) form a quorum and shall (subject as provided below) have power to pass any Extraordinary Resolution or other resolution and to decide upon all matters which could properly have been dealt with at the meeting from which the adjournment took place had the required quorum been present, provided that at any adjourned meeting the business of which includes any of the matters specified in the proviso to Condition 17(e)(iii) (*Quorums —Enhanced Quorum*) the quorum shall be one or more Eligible Persons present and holding or representing in the aggregate not less than one-third in principal amount of the Notes for the time being outstanding.

(g) *Right to attend and vote*

(i) The provisions governing the manner in which Holders may attend and vote at a meeting of the Holders must be notified to Holders in accordance with Condition 19 (*Notices*) and/or at the time of service of any notice convening a meeting.

(ii) Any director or officer of the Issuer and its lawyers and financial advisers may attend and speak at any meeting. Subject to this, but without prejudice to the definition of "outstanding", no person shall be entitled to attend and speak nor shall any person be entitled to vote at any meeting of the Holders or join with others in requiring the convening of a meeting unless he is an Eligible Person.

(iii) Subject as provided in Condition 17(g)(ii) at any meeting:

(A) on a show of hands every Eligible Person present shall have one vote; and

(B) on a poll every Eligible Person present shall have one vote in respect of each Note.

(h) *Holding of meetings*

(i) Every question submitted to a meeting shall be decided in the first instance by a show of hands and in the case of an equality of votes the Chairperson shall both on a show of hands and on a poll have a casting vote in addition to the vote or votes (if any) to which he may be entitled as an Eligible Person.

(ii) At any meeting, unless a poll is (before or on the declaration of the result of the show of hands) demanded by the Chairperson or the Issuer or by any Eligible Person present (whatever the principal amount of the Notes held by him), a declaration by the Chairperson that a resolution has been carried by a particular majority or lost or not carried by a

particular majority shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

(iii) Subject to Condition 17(h)(ii) if at any meeting a poll is demanded, it shall be taken in the manner and, subject as provided below, either at once or after an adjournment as the Chairperson may direct and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded as of the date of the taking of the poll. The demand for a poll shall not prevent the continuance of the meeting for the transaction of any business other than the motion on which the poll has been demanded.

(iv) The Chairperson may, with the consent of (and shall if directed by) any meeting, adjourn the meeting from time to time and from place to place. No business shall be transacted at any adjourned meeting except business, which might lawfully (but for lack of required quorum) have been transacted at the meeting from which the adjournment took place.

(v) Any poll demanded at any meeting on the election of a Chairperson or on any question of adjournment shall be taken at the meeting without adjournment.

(i) *Approval of the resolutions*

(i) 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 19 (*Notices*) by the Issuer within 14 days of the result being known provided that non-publication shall not invalidate the resolution.

(ii) The expression "**Extraordinary Resolution**" when used in this Condition 17 means a resolution passed at a meeting of the Holders duly convened and held in accordance with the provisions of this Condition 17 by a majority consisting of not less than 75% of the persons voting on the resolution upon a show of hands or, if a poll was duly demanded, by a majority consisting of not less than 75% of the votes given on the poll.

(iii) 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 17(e)(ii) and 17(e)(iii), namely:

(A) power to approve any compromise or arrangement proposed to be made between the Issuer and the Holders;

(B) power to approve any abrogation, modification, compromise or arrangement in respect of the rights of the Holders against the Issuer or against any of its property whether these rights arise under these Conditions of the Notes or the Notes or otherwise;

(C) power to agree to any modification of the provisions contained in these Conditions of the Notes or the Notes which is proposed by the Issuer;

(D) power to give any authority or approval which under the provisions of this Condition 17 or the Notes is required to be given by Extraordinary Resolution;

(E) power to appoint any persons (whether Holders or not) as a committee or committees to represent the interests of the Holders and to confer upon any

committee or committees any powers or discretions which the Holders could themselves exercise by Extraordinary Resolution;

(F) power to agree with the Issuer or any substitute, the substitution of any entity in place of the Issuer (or any substitute) as the principal debtor in respect of the Notes;

(iv) Subject to Condition 17(i)(i), to be passed at a meeting of the Holders duly convened and held in accordance with the provisions of this Condition 17, a resolution (other than an Extraordinary Resolution) shall require a majority of the persons voting on the resolution upon a show of hands or, if a poll was duly demanded, a majority of the votes given on the poll.

(v) The agreement or approval of the Holders shall not be required in the case of any amendments determined pursuant to Condition 9 (*Benchmark Discontinuation*).

(j) *Miscellaneous*

(i) Minutes of all resolutions and proceedings at every meeting shall be made and duly entered in books to be from time to time provided for that purpose by the Issuer and any minutes signed by the Chairperson of the meeting at which any resolution was passed or proceedings had transpired shall be conclusive evidence of the matters contained in them and, until the contrary is proved, every meeting in respect of the proceedings of which minutes have been made shall be deemed to have been duly held and convened and all resolutions passed or proceedings had transpired at the meeting to have been duly passed or had.

(ii) For the purposes of calculating a period of clear days, no account shall be taken of the day on which a period commences or the day on which a period ends.

(iii) Any modification or waiver of the Conditions of the Notes in accordance with this Condition 17 will be effected in accordance with the Applicable Banking Regulations and conditional upon any prior approval from the Competent Authority, to the extent required thereunder.

18. Further Issues

The Issuer may from time to time, without the consent of the Holders, but subject to any Supervisory Permission (if required), create and issue further notes having the same terms and conditions as the Notes in all respects (or in all respects except for the first payment of interest) so as to form a single series with the Notes.

19. Notices

The Issuer shall ensure that all notices are duly published in a manner which complies with the rules and regulations of any stock exchange or other relevant authority on which the Notes are for the time being listed and/or admitted to trading.

If the Notes are listed on AIAF, to the extent required by the applicable regulations, the Issuer shall ensure that (i) the communication of all notices will be made public to the market through an announcement of inside information (*comunicación de información privilegiada*) or of other relevant information (*comunicación de otra información relevante*) to be filed with the CNMV and to be published at the CNMV's official website at www.cnmv.es and (ii) all notices to the Holders will be published in the official bulletin of AIAF (*Boletín de Cotización de AIAF*).

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

Any such notice shall be deemed to have been given on the date of such publication or, if published more than once, on the first date on which publication is made. If publication as provided above is not practicable, notice will be given in such other manner, and shall be deemed to have been given on such date, as the Issuer may approve.

In addition, so long as the Notes are represented by book-entries in Iberclear, all notices to Holders shall be made through Iberclear for on transmission to their respective accountholders.

20. Loss absorbing power

Acknowledgement: Notwithstanding any other term of the Notes or any other agreement, arrangement or understanding between the Issuer and the Holders, by its subscription and/or purchase and holding of the Notes, each Holder (which for the purposes of this Condition 20 includes each holder of a beneficial interest in the Notes) acknowledges, accepts, consents and agrees to be bound by the effect of the exercise of the Loss Absorbing Power by the Relevant Resolution Authority.

(a) *Payment of Interest and Other Outstanding Amounts Due*: No repayment or payment of the Amounts Due will become due and payable or be paid after the exercise of the Loss Absorbing Power by the Relevant Resolution Authority if and to the extent such amounts have been reduced, converted, cancelled, amended or altered as a result of such exercise.

(b) *Notice to Holders*: Upon the exercise of any Loss Absorbing Power by the Relevant Resolution Authority with respect to the Notes, the Issuer will make available a written notice to the Holders as soon as practicable regarding such exercise of the Loss Absorbing Power. No failure or delay by the Issuer to deliver a notice to the Holders shall affect the validity or enforceability of the exercise of the Loss Absorbing Power.

(c) *Proration*: If the Relevant Resolution Authority exercises the Loss Absorbing Power with respect to less than the total Amounts Due, any cancellation, write-off or conversion made in respect of the Notes pursuant to the Loss Absorbing Power will be made on a pro-rata basis, unless the Relevant Resolution Authority instructs otherwise.

(d) *Condition Exhaustive*: The matters set forth in this Condition 20 shall be exhaustive on the foregoing matters to the exclusion of any other agreements, arrangements or understandings between the Issuer and any Holder.

(e) *No Event of Default*: None of a cancellation of the Notes, a reduction in the Amounts Due, the conversion thereof into another security or obligation of the Issuer or another person, as a result of the exercise of the Loss Absorbing Power by the Relevant Resolution Authority with respect to the Issuer or the exercise of the Loss Absorbing Power with respect to the Notes will be an event of default or otherwise constitute non-performance of a contractual obligation, or entitle the Holders to any remedies (including equitable remedies) which are hereby expressly waived.

21. Governing Law and Jurisdiction

(a) *Governing law*:

The Notes and any non-contractual obligations arising out of or in connection with the Notes shall be governed by, and construed in accordance with, Spanish law (*legislación común española*).

(b) *Spanish courts*:

Each of the Issuer and any Holder submits to the exclusive jurisdiction of the Spanish courts, in particular, to the venue of the city of Madrid, Spain, in relation to any dispute arising out of or in connection with the Notes (including a dispute relating to any non-contractual obligations arising out of or in connection with the Notes).

FORM OF FINAL TERMS

[**PROHIBITION OF SALES TO EEA RETAIL INVESTORS –** The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("**EEA**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**MiFID II**"); or (ii) a customer within the meaning of Directive (EU) 2016/97 (the Insurance Distribution Directive), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II. Consequently no key information document required by Regulation (EU) No 1286/2014 (the "**PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.]

[**PROHIBITION OF SALES TO UK RETAIL INVESTORS** – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom ("**UK**"). For these purposes, a retail investor means a person who is 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 the domestic law of the UK by virtue of the European Union (Withdrawal) Act 2018 ("**EUWA**"); (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the Financial Services and Markets Act 2000 (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 UK by virtue of the EUWA. Consequently no key information document required by Regulation (EU) No 1286/2014 as it forms part of the domestic law of the UK by virtue of the EUWA (the "**UK PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.]

[**MIFID II product governance / Professional investors and ECPs only target market** – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in Directive 2014/65/EU (as amended, "**MiFID II**"); or (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. [*Consider any negative target market*]. Any person subsequently offering, selling or recommending the Notes (**a** "**distributor**") should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.]

[**UK MIFIR product governance / Professional investors and ECPs only target market** – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook ("**COBS**"), and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of the domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 ("**UK MiFIR**"); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. [*Consider any negative target market*]. Any [person subsequently offering, selling or recommending the Notes (a "**distributor**")//distributor] should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (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/s’] target market assessment) and determining appropriate distribution channels.]

Final Terms dated [●]

Unicaja Banco, S.A.
Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes]

Legal Entity Identifier (LEI): [●]

Euro Medium Term Note Programme

PART A – CONTRACTUAL TERMS

[Terms used herein shall be deemed to be defined as such for the purposes of the Conditions of the Notes (the "**Conditions of the Notes**") set forth in the Base Prospectus dated [●] [●] 2022 [and the supplement[s] to it dated [*date*] [and [*date*]] which [together] constitute[s] a base prospectus (the "**Base Prospectus**") for the purposes of the Prospectus Regulation. This document constitutes the Final Terms of the Notes described herein for the purposes of the Prospectus Regulation and must be read in conjunction with the Base Prospectus in order to obtain all the relevant information on the Issuer and the offer of the Notes.]

The Base Prospectus [and the supplement[s] to it dated [date] [and [date]] [has/have] been published on the website of the Issuer ([●]) and on the website of the CNMV (www.cnmv.es).

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

The expression "**Prospectus Regulation**" means Regulation (EU) 2017/1129.

[In accordance with the Prospectus Regulation, no prospectus is required in connection with the issuance of the Notes described herein.]

[*Include whichever of the following apply or specify as "Not Applicable" (N/A). Note that the numbering should remain as set out below, even if "Not Applicable" is indicated for individual paragraphs (in which case the sub-paragraphs of the paragraphs which are not applicable can be deleted). Italics denote guidance for completing the Final Terms.]*

1.	Issuer:		Unicaja Banco, S.A.
2.	(i)	Series Number:	[•]
	(ii)	Tranche Number:	[•]
	(iii)	Date on which the Notes become fungible:	[Not Applicable / The Notes shall be consolidated, form a single series and be interchangeable for trading purposes with the [•] on [[•]/the Issue Date]].
3.	Specified Currency:		[EUR]
4.	(i)	Aggregate Nominal Amount:	[•]
		(a) Series:	[•]

		(b) Tranche:	[•]
	(ii)	Number of Notes:	[•]
		(a) Series:	[•]
		(b) Tranche:	[•]
5.	Issue Price:		[•]% of the Aggregate Nominal Amount of the Tranche [plus accrued and unpaid interest from [•] (*in the case of fungible issues only, if applicable*)]
6.	Minimum Subscription Amount:		[EUR [•]]
7.	(i)	Specified Denominations:	[•] (*No Notes may be issued which have a minimum denomination of less than EUR100,000 (or equivalent in another currency*))
	(ii)	Calculation Amount:	[•]
8.	(i)	Issue Date:	[•]
	(ii)	Interest Commencement Date:	[[•] / Issue Date / Not Applicable]
9.	Maturity Date:		[[•] / Interest Payment Date in or nearest to [•] (*for Floating Rate Notes*)]
10.	Interest Basis:		[[•]% Fixed Rate] / [[•][•] [EURIBOR / €STR] [+/–] [•]% Floating Rate] / Reset Notes / [[•]% Fixed Rate to [•][•][EURIBOR / €STR] [+/–] [•]% Floating Rate] / [[•][•][EURIBOR / €STR] [+/–] [•]% Floating Rate to [•]% Fixed Rate] / [[•]% Fixed Rate to Reset] [Zero Coupon] (see paragraph [18/19/20] below)
11.	Redemption/Payment Basis:		Subject to any purchase and cancellation or early redemption, the Notes will be redeemed on the Maturity Date at [•]/[100]% of their Outstanding Principal Amount.
12.	Change of Interest or Redemption/Payment Basis:		[*Specify the date when any Fixed to Floating rate, Floating to Fixed rate of Fixed to Reset rate change occurs or refer to paragraphs 18, 19 or 20 below and identify there* / Not Applicable]
13.	Put/Call Options:		[Investor Put] [Issuer Call] [Issuer Residual Call – Applicable/Not Applicable] [(See paragraph [21/22] below)]

14.	Status of the Notes:	[Senior Notes – Ordinary Senior Notes / Senior Notes – Senior Non-Preferred Notes] / [Subordinated Notes - Senior Subordinated Notes / Subordinated Notes - Tier 2 Subordinated Notes]
15.	Date relevant approval for issuance of Notes obtained:	[•]
16.	Gross-up in respect of principal and any premium (pursuant to Condition 12(a)):	[Applicable / Not Applicable] (*Only relevant for Ordinary Senior Notes and include "Applicable" only if such Notes are not intended to qualify as MREL-Eligible Instruments) (Include "Not Applicable" for Senior Non-Preferred Notes and Subordinated Notes*)

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

17.	Fixed Rate Note Provisions:		[Applicable [from [•] to [•]] / Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(i)	Rate[(s)] of Interest:	[•]% per annum payable in arrear on each Interest Payment Date
	(ii)	Interest Payment Date(s):	[•] in each year
	(iii)	Business Day Convention:	[Floating Rate Convention / Following Business Day Convention / Modified Following Business Day Convention / Preceding Business Day Convention / No Adjustment]
	(iv)	Additional Business Centre(s):	[Not Applicable / [•]]
	(v)	Fixed Coupon Amount:	[•] per Calculation Amount
	(vi)	Fixed Coupon Amount for a short or long Interest Period ("Broken Amount(s)"):	[Not Applicable / [•] per Calculation Amount, payable on the Interest Payment Date falling [in/on] [•]]
	(vii)	Day Count Fraction:	[30/360 / Actual/Actual [(ICMA/ISDA)] / Actual/365 (Fixed) / Actual/360 / 30E/360 [(ISDA)]]
18.	Reset Note Provisions:		[Applicable / Not applicable] (*If not applicable delete the remaining sub paragraphs of this paragraph*)
	(i)	Initial Rate of Interest:	[•]% per annum payable in arrear [on each Interest Payment Date]
	(ii)	First Margin:	[+/-][•]% per annum
	(iii)	Subsequent Margin:	[+/-][•]% per annum / Not Applicable

(iv)	Interest Payment Date(s):	[•][and [•]] in each year up to and including the Maturity Date
(v)	Fixed Coupon Amount up to (but excluding) the First Reset Date:	[•] per Calculation Amount / Not Applicable
(vi)	Broken Amount(s):	[•] per Calculation Amount payable on the Interest Payment date falling [in/on] [•] / Not Applicable
(vii)	First Reset Date:	[•]
(viii)	Second Reset Date:	Not Applicable / [•]
(ix)	Subsequent Reset Date(s):	Not Applicable / [•] [and [•]]
(x)	Relevant Screen Page:	[•]
(xi)	Reset Reference Rate:	Reference Bond Rate / Mid-Swap Rate
(xii)	Mid-Swap Rate:	Single Mid-Swap Rate / Mean Mid-Swap Rate / Not Applicable
(xiii)	Mid-Swap Maturity:	[•]
(xv)	Day Count Fraction:	[30/360 / Actual/Actual [(ICMA/ISDA)] / Actual/365 (Fixed) / Actual/360 / 30E/360 [(ISDA)]]
(xvi)	Reset Determination Date:	[•] in each year / The provisions in the Conditions of the Notes apply
(xvii)	Reset Determination Time:	[•]
(xviii)	Business Day Convention:	[Floating Rate Convention / Following Business Day Convention / Modified Following Business Day Convention / Preceding Business Day Convention / No Adjustment]
(xix)	Additional Business Centre(s):	[Not Applicable / [•]]
(xx)	Relevant Financial Centre:	[•]
(xxi)	Determination Agent:	[•]
(xxii)	Party responsible for calculating the Rate(s) of Interest and/or Interest Amount(s):	[•] shall be the Calculation Agent
(xxiii)	Mid-Swap Floating Leg Benchmark Rate:	[EURIBOR]

(xxiv)	Minimum Rate of Interest:	[[•]% per annum / Not applicable]
(xxv)	Maximum Rate of Interest:	[[•]% per annum / Not applicable]

19.	Floating Rate Note Provisions:	[Applicable [from [•] to [•]] / Not Applicable] (*If not applicable delete the remaining sub-paragraphs of this paragraph*)
(i)	Specified Period:	[•]
(ii)	Interest Payment Date(s):	[•]
(iii)	[First Interest Payment Date]:	[•]
(iv)	Business Day Convention:	[Floating Rate Convention / Following Business Day Convention / Modified Following Business Day Convention / Preceding Business Day Convention / No Adjustment]
(v)	Additional Business Centre(s):	[Not Applicable / [•]]
(vi)	Manner in which the Rate(s) of Interest is/are to be determined:	[Screen Rate Determination / ISDA Determination]
(vii)	Party responsible for calculating the Rate(s) of Interest and/or Interest Amount(s):	[•] shall be the Calculation Agent
(ix)	Screen Rate Determination:	[Applicable/Not Applicable] (*If not applicable delete the remaining sub-paragraphs of this paragraph*)
	• Reference Rate:	[•][•] [EURIBOR / €STR]
	• Observation Method:	[Lag / Observation Shift / Not Applicable]
	• p:	[2 / [•] TARGET Settlement Days / Not Applicable] (*a minimum of 2 should be specified for the Lag Period or Observation Shift Period, unless otherwise agreed with the Calculation Agent*)
	• D:	[360/365/[•]] / [Not Applicable]
	• Interest Determination Date(s):	[The first Business Day in the relevant Interest Period / [•] TARGET Settlement Days prior to each Interest Payment Date / [•]] (*In case of EURIBOR, the second day on which TARGET2 is open prior to the start of each Interest Period)*

- Relevant Screen Page: [•]
- Relevant Time: [•]

  (*in the case of EURIBOR, 11.00 a.m. Brussels time*)
- Relevant Financial Centre: [•]

(x) ISDA Determination: [Applicable/Not Applicable] (*If not applicable delete the remaining sub-paragraphs of this paragraph*)

- ISDA Definitions: [2006 ISDA Definitions / 2021 ISDA Definitions]
- Floating Rate Option: [•]
- Designated Maturity: [•]

  (*Designated Maturity will not be relevant where the Floating Rate Option is a risk free rate*)
- Reset Date: [•] / [as specified in the ISDA Definitions] / [the first day of the relevant Interest Period, subject to adjustment in accordance with the Business Day Convention set out in [(iv)] above and as specified in the ISDA Definitions]
- Compounding: [Applicable/Not Applicable]

  (*If not applicable delete the remaining sub-paragraphs of this paragraph*)
- Compounding Method: (*Select the relevant option and delete the rest*)

  [Compounding with Lookback

  Lookback: [•] Applicable Business Days]

  [Compounding with Observation Period Shift

  Observation Period Shift: [•] Observation Period Shift Business Days

  Observation Period Shift Additional Business Days: [•] / [Not Applicable]]

  [Compounding with Lockout

  Lockout: [•] Lockout Period Business Days

  Lockout Period Business Days: [•]/[Applicable Business Days]]
- Averaging: [Applicable/Not Applicable]] (*If not applicable delete the remaining sub-paragraphs of this paragraph*)
- [Averaging Method (*Select the relevant option and delete the rest*)

[Averaging with Lookback

Lookback: [•] Appplicable Business Days]

[Averaging with Observation Period Shift

Observation Period Shift: [•] Observation Period Shift Business days

Observation Period Shift Additional Business Days: [•]/[Not Applicable]]

[Averaging with Lockout

Lookout: [•] Lockout Period Business Days

Lockout Period Business Days: [•]/[Applicable Business Days]]

- Index Provisions: [Applicable/Not Applicable]

  (If not applicable delete the remaining sub-paragraphs of this paragraph)

- Index Method: Compounded Index Method with Observation Period Shift

  Observation Period Shift: [•] Observation Period Shift Business days

  Observation Period Shift Additional Business Days: [•] / [Not Applicable]

(xi) Linear interpolation: Not Applicable / Applicable – the Rate of Interest for the [long/short] [first/last] Interest Period shall be calculated using Linear Interpolation (*specify for each short or long interest period*)

(xii) Margin(s): [+/-] [•]% per annum

(xiiii) Minimum Rate of Interest: [[•]% per annum / Not applicable]

(xiv) Maximum Rate of Interest: [[•]% per annum / Not applicable]

(xv) Day Count Fraction: [30/360 / Actual/Actual [(ICMA/ISDA)] / Actual/365 (Fixed) / Actual/360 / 30E/360 [(ISDA)]]

20. Zero Coupon Note Provisions [Applicable/Not Applicable]

(If not applicable, delete the remaining sub-paragraphs of this paragraph)

(i) Amortisation Yield [•]% per annum

(ii) Day Count Fraction: [30/360 / Actual/Actual [(ICMA/ISDA)] / Actual/365 (Fixed) / Actual/360 / 30E/360 [(ISDA)]]

PROVISIONS RELATING TO REDEMPTION

21.	Call Option:		[Applicable / Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(i)	Optional Redemption Date(s):	[[•] / Any date falling in the Optional Redemption Period (call) / Not Applicable]
	(ii)	Optional Redemption Period (call):	[[•]/ Not Applicable]
	(iii)	Optional Redemption Amount(s) (Call) of each Note and method, if any, of calculation of such amount(s):	[[•] per Calculation Amount / [•]] [(in the case of the Optional Redemption Dates falling on [•]/[in the period from and including [*date*]]
	(iv)	Notice period:	[•]
22.	Redemption due to a Capital Event:		Not Applicable / The provisions in Condition 10(d) apply
23.	Redemption due to a MREL Disqualification Event:		Not Applicable / The provisions in Condition 10(e) apply
24.	Redemption in part:		[Applicable/Not Applicable]
	(i)	Minimum Redemption Amount:	[•] per Calculation Amount
	(ii)	Maximum Redemption Amount	[•] per Calculation Amount
25.	Issuer Residual Call:		[Applicable / Not Applicable]
	(i)	Optional Redemption Amount (Residual Call):	[[•] per Calculation Amount / [•]]
	(ii)	Residual Percentage:	[[20] per cent. / [•] per cent.]
	(ii)	Notice period:	[•]
26.	Put Option:		[Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(i)	Optional Redemption Date(s):	[•]
	(ii)	Optional Redemption Amount(s) (Put) of each Note and method, if any,	[[•] per Calculation Amount / [•]]

		of calculation of such amount(s):	
	(iii)	Notice period:	[•]
27.	Notice period:		[•]
28.	Final Redemption Amount of each Note:		[Par / [•] per Calculation Amount]
29.	Early Redemption Amount of each Note and method, if any, of calculation of such amount(s):		[Par / [•] per Calculation Amount / [•]]

GENERAL PROVISIONS APPLICABLE TO THE NOTES

30.	Additional Financial Centre(s) or other special provisions relating to payment dates:	[Not Applicable /*give details*].
31.	Waiver of set-off rights	[Applicable/Not Applicable]
32.	Substitution and Variation:	[Applicable/Not Applicable]
33.	Additional Events of Default (Ordinary Senior Notes):	[Condition 13(b) is applicable / Not Applicable]

Signed on behalf of Unicaja Banco, S.A.:

By: .....

Duly authorised

Date:

PART B – OTHER INFORMATION

1. LISTING AND ADMISSION TO TRADING

(i)	Admission to Trading:	[Application has been made by the Issuer for the Notes to be admitted to trading on [*AIAF / other stock exchange or market (either Spanish, European or non-European, including regulated markets, multilateral trading facilities or any other organised markets)]* [within 30 days following the Issue Date */ Other time period*].] (*When documenting a fungible issue need to indicate that original Notes are already admitted to trading.*)
(ii)	Estimate of total expenses related to admission to trading:	[•]

2. RATINGS

The Notes to be issued [have been/are expected to be] rated]/[The following ratings reflect ratings assigned to Notes of this type issued under the Programme generally]:

Ratings:

[Standard & Poor's: [•]]

[*Insert meaning of rating*]

[Moody's: [•]]

[*Insert meaning of rating*]

[Fitch: [•]]

[*Insert meaning of rating*]

[[Other]: [•]]

[*Insert meaning of rating*]

Option 1 - CRA established in the EEA and registered under the CRA Regulation

[*Insert legal name of particular credit rating agency entity providing rating] is established in the EEA and registered under Regulation (EU) No 1060/2009, as amended (the "**CRA Regulation**"*).

Option 2 - CRA not established in the EEA but relevant rating is endorsed by a CRA which is established and registered under the CRA Regulation

[*Insert legal name of particular credit rating agency entity providing rating*] is not established in the EEA but the rating it has given to the Notes is endorsed by [insert legal name of credit rating agency], which is established in the EEA and

registered under Regulation (EU) No 1060/2009, as amended (the "**CRA Regulation**").

Option 3 - CRA is not established in the EEA and relevant rating is not endorsed under the CRA Regulation but CRA is certified under the CRA Regulation

[*Insert legal name of particular credit rating agency entity providing rating*] is not established in the EEA but is certified under Regulation (EU) No 1060/2009, as amended (the "**CRA Regulation**").

3. INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE/OFFER

[Save for any fees payable to the [Dealers/Calculation Agent/Determination Agent] and those that may eventually payable to any Independent financial Advisor (if eventually appointed), so far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer. Notwithstanding the above, [any of] the Dealer[s] might be appointed as Independent Financial Adviser (should one be eventually appointed). The [Dealers/Calculation Agent/Determination Agent] and any Independent financial Advisor (if eventually appointed) and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform other services for, the Issuer and its affiliates in the ordinary course of business. (*Amend as appropriate if there are other interests (including when the Issuer, any member of the Group or any dealer or any member of their groups acts as Calculation Agent or Determination Agent*))]

4. YIELD

Indication of yield:	[•] [*The yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.]*

5. OPERATIONAL INFORMATION

ISIN:	[•]
Common Code:	[•]
Trade Date:	[•]
Delivery:	Delivery [against/free of] payment
Relevant Benchmark[s]:	[[*specify benchmark*] is provided by *[administrator legal name*]][*repeat as necessary*]. As at the date hereof, [[*administrator legal name*][appears]/[does not appear]][*repeat as necessary*] in the register of administrators and benchmarks established and maintained by ESMA pursuant to Article 36 (Register of administrators and benchmarks) of Regulation (EU) 2016/1011]/[As far as the Issuer is aware, as at the date hereof, [specify benchmark] does not fall within the scope of Regulation (EU) 2016/1011]/ [As far as the Issuer is aware, the transitional provisions in Article 51 of Regulation (EU) 2016/1011, as amended apply,

such that [name of administrator] is not currently required to obtain authorisation/registration (or, if located outside the European Union, recognition, endorsement or equivalence)]/ [Not Applicable]

6. DISTRIBUTION

(i)	Method of Distribution:	[Syndicated / Non-syndicated]
(ii)	If syndicated:	
(A)	Names of dealers:	[Not Applicable/*give names*]
(B)	Stabilisation Manager(s), if any:	[Not Applicable/*give names*]
(iii)	If non-syndicated, name of dealer:	
(iv)	Countries to which the Base Prospectus has been communicated:	
(v)	U.S. Selling Restrictions:	Reg S Compliance Category [1/2] – Not Rule 144A Eligible

7. REASONS FOR THE OFFER AND ESTIMATED NET AMOUNT OF PROCEEDS

Reasons for the offer:	[See ["Use of Proceeds"] in the Base Prospectus. [The Notes are expected to be eligible for MREL] [The Notes are intended to qualify as Tier 2 Capital of the Issuer for the purposes of Applicable Banking Regulations] / *Other (if reasons for the offer are different from general financial requirements and there is a particular identified use of proceeds, this will need to be stated here)* / [The Notes are intended to be issued as [Green Notes] and an amount equivalent to the net proceeds from the issuance of the Notes will be used as described in paragraph (b) of the section headed "Use of Proceeds" in the Base Prospectus (*in case it is specified Green Notes, the following wording shall be inserted:* *"Investors should have regard to the factors described under the section headed "Risk Factors" in the Base Prospectus, in particular the risk factor entitled "Notes issued as "Green Notes", as described in "Use of Proceeds", may not meet investor expectations or be suitable for an investor's investment criteria".*)]
Estimated net proceeds:	[•]

USE OF PROCEEDS

The net proceeds from each issue of Notes will be used by the Issuer:

(a) for the general financing requirements of the Group; or

(b) to the financing and/or refinancing, in full or in part, of new and/or existing loans, investments or projects that meet the eligibility criteria outlined in the Green Bond Framework (the "**Green Eligible Projects**") (such Notes being referred to as "Green Notes" in the relevant Final Terms). According to the Green Bond Framework, the net proceeds will only be used to finance or refinance Green Eligible Projects initiated no more than three years before the Issue Date of the relevant Green Notes.

The proceeds obtained through the issue of the relevant Green Notes under the Programme will be subject to detailed control by the Issuer through their inclusion in a specific data base for monitoring their evolution. Under this monitoring process, any project attached to the issuance of any Green Note that no longer meets the requirements to be considered a Green Eligible Project, will be replaced for any other project meeting the eligibility criteria within a maximum period of 12 months.

The Issuer will report annually on (i) the allocation of proceeds obtained from the relevant Green Notes until the maturity of such Notes; and (ii) the environmental impact of the relevant projects at the category level. This report will be updated in the event of any material change affecting the Green Eligible Projects.

The Green Bond Framework will be available on the Issuer's website (https://www.unicajabanco.com/es/inversores-y-accionistas/emisiones/marco-de-bonos-verdes). The Bank has appointed DNV.GL to provide an independent second party opinion (the "**Second Party Opinion**") on the Green Bond Framework. The Second Party Opinion has confirmed the alignment of the Green Bond Framework with the ICMA Green Bond Principles. The Second Party Opinion is available on the website of the Issuer (https://www.unicajabanco.com/es/inversores-y-accionistas/emisiones/marco-de-bonos-verdes).

The Issuer intends to request from an external auditor, or other third party, on an annual basis, until all the proceeds of any Green Notes issued under the Green Bond Framework have been allocated and if necessary, in the event of new developments, an assurance report confirming that an amount equal to the net proceeds of any Green Notes issued under the Framework has been allocated in compliance with all material respects of the criteria set forth in the Green Bond Framework.

Prior to any investment in Green Notes, investors are advised to consult the Green Bond Framework. Furthermore, investors should have regard to the factors described under the section headed "*Notes issued as "Green Notes", as described in "Use of Proceeds", may not meet investor expectations or be suitable for an investor's investment criteria*".

Notes issued under the Programme are expected to be eligible for MREL when the conditions set forth in Article 72b of the CRR I and Article 45b of the BRRD are met.

If, in respect of an issue, there is a particular identified use of proceeds, this will be stated in the relevant Final Terms.

DESCRIPTION OF THE ISSUER

History and development

Unicaja Banco is a Spanish public limited company (*sociedad anónima*) incorporated under the laws of Spain with the status of a bank. As a financial institution, the Issuer is also subject to special banking legislation and related regulations in respect of the management, supervision and solvency of credit institutions, in particular, Law 10/2014 and Royal Decree 84/2015, of 13 February, which implements Law 10/2014 (*Real Decreto 84/2015, de 13 de febrero, por el que se desarrolla la Ley 10/2014, de 26 de junio, de ordenación, supervisión y solvencia de entidades de crédito*), and is subject to the supervision, control and regulation of the Bank of Spain (*Banco de España*) and the ECB under the supervision system created by the single supervisory mechanism ("**SSM**").

Unicaja Banco is also subject to the Spanish Companies Law (*Texto refundido de la Ley de Sociedades de Capital aprobado por el Real Decreto Legislativo 1/2010, de 2 de julio*) and the Spanish Securities Market Law, Royal Decree 217/2008, of 15 February, on the legal regime for investment services companies and other entities providing investment services (*Real Decreto 217/2008, de 15 de febrero, sobre el régimen jurídico de las empresas de servicios de inversión y de las demás entidades que prestan servicios de inversión*) and further implementing legislation.

The Issuer was incorporated on 1 December 2011 for an indefinite term by means of the public deed executed before the Notary Public of Málaga Mr. Federico Pérez Padilla García, under number 7,088 of his records, and is registered with the Commercial Registry of Málaga, in volume 4952, book 3859, section 8, page no. 111580, sheet 1. In addition, the Issuer is registered with the Register of Banks and Bankers of the Bank of Spain, under number 2103. The Bank's tax identification number is A-93139053 and its LEI code is 5493007SJLLCTM6J6M37.

The legal name of the Issuer is Unicaja Banco, S.A. The Group operates under the commercial name "Unicaja Banco".

The Issuer has its registered office in Avenida de Andalucía 10-12, 29007, Málaga, Spain. Its telephone number is +34952138000 and its corporate website is "www.unicajabanco.com" (the information on the corporate website of the Issuer does not form part of the Base Prospectus unless that information is incorporated by reference into the Base Prospectus).

Unicaja Banco's corporate purpose consists of all types of general banking activities, transactions, actions, contracts and services including those that are directly or indirectly related or are supplementary to them provided that they are permitted or not prohibited by law. Its corporate purpose also includes the rendering of investment and other auxiliary services, as well as the rendering of insurance agency activities, as an exclusive or associated operator, but not simultaneously.

The history of the Issuer spans over more than 130 years, with the foundation of Caja de Ahorros y Monte de Piedad de Cádiz in 1884 as a starting point. Subsequently, Monte de Piedad y Caja de Ahorros de Almería, Caja de Ahorros y Préstamos de Antequera, Monte de Piedad y Caja de Ahorros de Ronda and Caja de Ahorros Provincial de Málaga were created between 1900 and 1949. Those savings banks were founded with the aim of stimulating the economies of their regions, with a special focus on the agricultural, fishing and tourist sectors as well as retail mortgages. Additionally, they were committed to pursuing social welfare projects aimed at developing their regions. In 1991, Monte de Piedad y Caja de Ahorros de Ronda, Cádiz, Almería, Málaga y Antequera ("**Unicaja**") was founded as a result of a five-way merger of these Spanish local savings banks.

In the 1990s, while the largest Spanish commercial banks focused on their international expansion, savings banks significantly expanded across the country pursuant to Royal Decree 1582/1988, of 29 December, on expansion of deposit entities (*Real Decreto 1582/1988 de 29 de diciembre, de modificación del Real Decreto*

1370/1985, en materia de expansión de entidades de depósito) which allowed savings banks to open branches beyond their historical home territories. In this context, Unicaja maintained a prudent and focused growth strategy avoiding aggressively entering new markets. In 2010, Caja Provincial de Ahorros de Jaén, the leading entity in its province, merged into Unicaja.

In December 2011, pursuant to the enactment of Royal Decree-Law 11/2010, of 9 July, on governing bodies and other aspects of the legal regime for savings banks (*Real Decreto-ley 11/2010, de 9 de julio, de órganos de gobierno y otros aspectos del régimen jurídico de las cajas de ahorros*), which allowed Spanish savings banks to indirectly conduct financial activities through commercial banks, Unicaja segregated and transferred all of its banking activities to a newly-created public limited company (*sociedad anónima*) named Unicaja Banco, S.A.U.

In October 2014, Unicaja was transformed into a banking foundation (*Fundación Bancaria Unicaja,* the "**Unicaja Banking Foundation**") pursuant to Law 26/2013, of 27 December, on savings banks and banking foundations (*Ley 26/2013, de 27 de diciembre, de cajas de ahorros y fundaciones bancarias*). Since then, the Unicaja Banking Foundation has been and continues to be the Issuer's principal shareholder, with a 30.2% shareholding as of the date of this Base Prospectus. The Unicaja Banking Foundation manages the budget of the Social Welfare Fund (*Obra Social*) activities in Andalucía. Additionally, the Unicaja Banking Foundation holds the rights to the "Unicaja" brand and allows Unicaja Banco the use of such brand. The management of the Unicaja Banking Foundation's stake in the Group is regulated by the Unicaja Banking Foundation's Protocol (*Protocolo de gestión de la participación financiera de la Fundación Bancaria Unicaja en Unicaja Banco*) (the "**Unicaja Banking Foundation's Protocol**"), prepared by the governing body (*Patronato*) of the Unicaja Banking Foundation and approved by the Bank of Spain, which mainly addresses general aims and guidelines, brand utilization, the appointment of the members of the Board of Directors of the Issuer, conflicts of interests and intra-group services.

Merger by absorption of EspañaDuero by Unicaja Banco

On 28 March 2014, Unicaja Banco acquired control of Banco de Caja de España de Inversiones, Salamanca y Soria, S.A. ("**EspañaDuero**") through an exchange offer of shares, mandatory contingent convertible bonds and perpetual contingent convertible bonds in Unicaja Banco, to be subscribed for by holders of shares and mandatory contingent convertible bonds in EspañaDuero. The acquisition was framed by the term sheet for EspañaDuero's restructuring plan. The prospectus in relation to the offer was approved by the CNMV on 26 November 2013.

After all the commitments in EspañaDuero's restructuring plan were fulfilled and, in particular, the repayment, on 31 August 2017, of the assistance received and repayable, on 21 September 2018 the merger by absorption of EspañaDuero by Unicaja Banco took place.

The two structures were then fully integrated and combined, which was the culmination of the process of merging the two institutions which began through the acquisition of EspañaDuero by the Group in 2014.

Admission to trading of Unicaja Banco

In the framework of the bid for EspañaDuero, Unicaja Banco announced its intention to apply for the admission to trading of its ordinary shares to the Madrid, Barcelona, Bilbao and Valencia stock exchanges (the "**Spanish Stock Exchanges**") and quoted on the Automated Quotation System (*Sistema de Interconexión Bursátil, S.I.B.E.*).

Within the bookbuilding process with domestic and international investors, the demand for the shares was fully covered (in the initial amount and for the shares corresponding to the green-shoe option) and on 29 June 2017 the Issuer carried out an issue of new shares for a nominal amount of €625 million and the Bank's shares were admitted to trading on the Spanish Stock Exchanges on 30 June 2017.

On 25 July 2017, Unicaja Banco carried out the share capital increase corresponding to the green-shoe option granted to the IPO stabilisation agent. As a result, Unicaja Banco had a share capital for a total of €1,610,302,121 divided into 1,610,302,121 registered shares each with a nominal value of one euro.

Merger by absorption of Liberbank by Unicaja Banco

On 29 December 2020, the Boards of Directors of Unicaja Banco and Liberbank approved the joint merger plan for the merger of Liberbank (absorbed company) into Unicaja Banco (absorbing company).

The merger plan was approved by the extraordinary shareholders' meetings of Unicaja Banco and Liberbank held in March 2021 by more than 99% of share capital in both cases, with a quorum of more than 74.7% in the case of Unicaja Banco, and more than 55.8% in the case of Liberbank.

After obtaining the required authorisations, the Merger was registered with the Commercial Registry of Málaga on 30 July 2021 and, thus, became effective as of that date, and Unicaja Banco acquired, by universal succession, all the rights and obligations of Liberbank. As a result thereof, this was the last day Liberbank's shares were traded on Spanish Stock Exchanges before being exchanged for Unicaja Banco shares.

Unicaja Banco covered the Merger exchange ratio by delivering to Liberbank's shareholders one new-issue ordinary share for every 2.7705 shares of Liberbank with a nominal value of one euro. Unicaja Banco increased its share capital by issuing 1,075,072,455 ordinary shares, with a nominal value of one euro each, for distribution to Liberbank's shareholders, that started trading on the Spanish Stock Exchanges on 2 August 2021. As a result thereof, Unicaja Banco's share capital was represented by 2,654,833,479 shares, each of a nominal value of one euro, belonging to the same class and series.

Recent Developments

Alliance agreement between Santa Lucía and Unicaja Banco

On 23 May 2022, Unicaja Banco and Santa Lucía, S.A. ("**Santa Lucía**") reached an agreement to extend its joint alliance under the bancassurance regime in the life, risk, savings, accidents and pension plans sectors. Pursuant to the terms of this agreement, Santa Lucía will acquire 50% plus one of the shares of both CCM Vida y Pensiones de Seguros y Reaseguros, S.A. ("**CCM Vida y Pensiones**") and Liberbank Vida y Pensiones, Seguros y Reaseguros, S.A. ("**Liberbank Vida y Pensiones**") while Unicaja Banco will retain the remaining share capital of both entities.

Under the agreement, Unicaja Banco will receive as consideration €318 million (subject to any adjustments that may be made once the transaction is closed) and may obtain a future consideration of up to €40 million if certain objectives are achieved during the 10 years following the date of the agreement. Once the transaction is closed, it is expected to have a positive impact of around 20 basis points (of which 10 basis points will have an immediate impact on the Group's income statements and another 10 basis point will have an impact on the Group's future income statements) on the CET1 capital of Unicaja Banco disregarding the future consideration.

The effectiveness of the agreement is subject to (i) the obtention the corresponding relevant regulatory authorizations; and (ii) the termination of the partnership agreements entered into with Mapfre, S.A. ("**Mapfre**") and Aegon España, S.A.U. de Seguros y Reaseguros ("**Aegon**") (for further information *see* "*Disintermediation products –Insurance products and pension funds*").

Business overview

The Group carries out its business exclusively in Spain and mainly in the Home Regions. Other areas where the Group is present include the autonomous region of Madrid, Murcia, the provinces of Alicante, Barcelona and Valencia and the autonomous cities of Ceuta and Melilla.

As of 31 December 2021, the Group had total assets of €115,550 million (€65,544.3 million as of 31 December 2020) and was the fifth largest Spanish listed bank by assets (as per Spanish Confederation of Savings Banks (CECA) and Spanish Banks Association (AEB) reported figures). As of 31 December 2021, the Group served around 3 million individuals and 580 thousand SMEs, corporate customers and self-employed persons with a primary focus on its Home Regions where the Group is a leading player, with market shares of 9.7% in terms of loans and 12.7% in terms of deposits in Andalucía, 25.5% in terms of loans and 31.6% in terms of deposits in Asturias, 25.4% in terms of loans and 25.9% in terms of deposits in Cantabria, 15.4% in terms of loans and 20.9% in terms of deposits in Castilla-La Mancha, 12.1% in terms of loans and 22% in terms of deposits in Castilla y León and 16.2% in terms of loans and 25.1% in terms of deposits in Extremadura as of 31 December 2021 (*Source: Bank of Spain and Bank estimates* as of 31 December 2021).

The Group offers a comprehensive range of retail banking products and services, with a special focus on primary residence mortgages, current accounts, term deposits and low-risk off-balance sheet products (mutual funds and life savings).

Operations and activities

Commercial Banking

The Group's commercial banking business provides banking and related financial services to retail customers and corporates. Commercial banking remains the Group's principal line of business, generating the predominant portion of its gross income.

Customers

As of 31 December 2021, the Group had a total of 3.5 million customers, of which 3 million (83.6% of total customers) were retail customers (individuals) and 580 thousand (16.4% of total customers) were corporate and business customers. The Group's commercial strategy is based on a segmentation of different types of customers, to whom the Group offers products and services through different distribution channels, with a tailored customer service and value proposal in line with the financial needs that the Group has identified for each customer type.

The Group's customer segmentation is primarily based on the different financial needs of individuals throughout their life cycle as well as their occupation. The following table sets forth certain information in relation to the Group's customer segmentation as of 31 December 2021:

	Number of customers	**Weight**
	(thousand)	*(%)*
Retail customers		
Private banking customers	19.1	0.5%
Personal banking customers	326.9	9.2%
Mass retail customers	2,619.8	73.9%
Corporate and business customers		
Large corporates and public administration[(1)]	10.5	0.3%
SMEs[(2)]	32	0.9%
Self-employed, small businesses and others[(3)]	537.6	15.2%

Notes:

	Number of customers	Weight
	(thousand)	*(%)*

(1) Refers to customers with annual revenues exceeding €60 million (€150 million for Madrid-based customers).

(2) Refers to customers with annual revenues between €6 million and €60 million (€150 million for Madrid-based customers).

(3) Refers to customers with annual revenues up to €6 million.

Source: Bank data as of 31 December 2021

The commercial banking business of the Group is customer-centered. The Group's objective is to attract and retain customers, offer increased value and enhanced customer care, bolstered by the segmentation of the Group's customer base and broad distribution network. Within the commercial banking business, the Group has developed a specialized offering for each targeted customer segment.

- *Professional associations*

  The Group offers banking and related financial services to a number of selected professional associations. In addition, due to the agreements with such associations, the Group is able to offer products and services to their members that are adapted to their specific needs, thereby attracting new private and personal banking customers.

  As of 31 December 2021, Unicaja (excluding Liberbank) had agreements with 70 professional associations with more than 414.5 thousand members, including the Business Association of Andalucía (*Confederación de Empresarios de Andalucía*).

- *Private banking*

  The private banking unit of the Group targets individuals with funds under management in excess of €300,000 who have more specialized needs and investor profiles. The Group aims to offer personalized and highly sophisticated banking advice for each account. The Group managed private banking assets amounting to €9,477 million as of 31 December 2021.

- *Personal banking*

  The personal banking unit of the Group targets individuals who are in a position to fund an account with between €60,000 and €300,000, who are not private banking customers. The Group offers personalized banking advice for each account, specialist support and a wide range of value-added financial products.

  As of 31 December 2021, the Group had 327 thousand personal banking customers and held approximately €38,218 million in deposits and €1,980 million of loans outstanding in connection with the Group's personal banking unit.

- *Corporate banking*

  The Group has implemented a service model for corporations and large and medium-sized companies adapted to each segment's financial needs and performance. The key elements of this service model are commercial proactiveness, reliability and operational quality, with the aim of offering comprehensive solutions to such corporate customers. In the interest of fostering greater knowledge of the Group's customers' characteristics, needs and potential, the Group's specialized managers advise customers in accordance with both their size (corporate or large or medium-sized enterprise) and their sector of activity.

The account managers are responsible for homogeneous segments of the unit's customers, so as to offer customer-specific management and business analysis solutions.

As of 31 December 2021, the Group had 1.7 thousand corporate banking customers and held approximately €7,903 million in deposits and €8,841 million of loans outstanding in connection with its corporate banking unit.

- *Enterprise banking*

  The enterprise banking unit of the Group offers services comparable to those of the personal banking unit to SMEs, public sector and non-profit institutions, as well as self-employed persons. The Group adapts the services on offer to each type of customer within this category through specialized directors, managers and bankers in order to develop long-term relationships and to provide the customer with more in-depth, specialist knowledge.

  As of 31 December 2021, the Group had 481 thousand enterprise banking customers (of which SMEs represented 13% and self-employed persons accounted for 59%) and held approximately €20,824 million in deposits and €15,350 million of loans outstanding in connection with its enterprise banking unit.

- *Agricultural banking*

  The agricultural banking unit of the Group targets individual farmers and small legal entities that focus on agricultural and agro-food activities, as well as members of agrarian cooperatives and other agrarian associations. This category of customer generally has significant income-generating potential and good credit quality. Additionally, agriculture is an important sector in the Group's Home Regions. As such, agricultural banking is a strategically important part of the Group's business.

  Furthermore, as of 31 December 2021, the Group managed more than 79,900 agricultural grants received from the EU, which is equivalent to about 12.7% of the market share in Andalucía, 21.6% in Castilla y León, 24.1% in Castilla La Mancha and 21.6% in Extremadura, according to the Spanish Agricultural Guarantee Fund (*Fondo Español de Garantía Agraria*), a department of the Ministry of Agriculture, Fishing and Food (*Ministerio de Agricultura, Pesca y Alimentación*). These grants represent a significant portion of income for the Group's agricultural banking customers.

  In order to provide customers with specialized solutions to support and develop their business in rural areas, the Group's specialist managers develop relationships and work closely with these customers. As of 31 December 2021, the agricultural banking unit had 125 thousand customers and held approximately €4,769 million in deposits and €2,527 million of outstanding loans.

- *International banking*

  The international banking unit of the Group specializes in customers that have cross-border needs. The Group's managers and bankers are qualified in international business and seek to help Spanish businesses expand their businesses abroad.

  As of 31 December 2021, the Group had one representative office in London and another one in Mexico to help service the international banking customers.

Banking products

The Group offers a broad range of banking financial products and services, including mortgage loans, personal loans and deposits.

- *Mortgage loans*

The Group offers a variety of solutions to customers who wish to finance the purchase of property with a secured mortgage. The Group offers mortgage products that are tailored to the Group's individual customers' circumstances and requirements, including fixed rate, floating rate and mixed rate mortgage loans. The Group differentiates between mortgage loans based on the maturity period as well as the type of property being mortgaged. The mortgage loans the Group offers are subject to specific conditions, including the condition that the sum of the age of the customer and the maturity period of the loan cannot be higher than 70 years.

- *Personal loans*

  The Group offers personal loan products to qualifying customers that are typically for an amount (for retail customers) of €42,000 or less with a term of 8 or fewer years. The terms and interest provisions of the Group's personal loan products are specifically tailored to each individual customer's circumstances and the specific need that the loan addresses, including whether it is a household need or the personal financing of a business.

- *Secured loans*

  Secured loans are based on a security interest, whereby the loan is guaranteed by cash, valuables or assets other than real property. The terms and interest provisions of secured loans depend on the type of the security interest, the amount of the loan and the term of the loan. The typical term for these operations is up to three years.

- *Credit facilities*

  The Group provides credit facility products to companies who wish to have access to short-term liquidity and pay interest on the basis of available capital. The Group tailors the credit facility products to the Group's customers' business needs, which vary based on the customers' particular industry. The typical term for these transactions is up to one year, with the possibility of renewal in certain cases.

- *Other specialized corporate products*

  The Group offers other corporate products such as discounting facilities and certificates. In addition, the Group offers confirming, leasing, renting and factoring services (these last two are provided by third-party companies with which we have agreements).

- *Current and savings accounts*

  The Group offers a broad range of current account products to the Group's customers that feature, among other things, automated cash machine ("**ATM**") access, checks, connected debit and credit card transactions, cash transfer and direct debit options. The deposits, in euro or other currencies, are flexible and immediately available.

- *Term deposits*

  These deposits, in euro or other currencies and made for a determined term, offer an interest-based income that varies depending on the term. The amount of the deposit together with the term, which can be from one day to five years or longer, affects the amount of interest received by the customer on the deposit. The income can be constituted in different ways, including at a growing interest rate, early interest, payment at the end of the term or connected to certain market indices. The customer can choose whether to manage the transaction in one of our branches or over the internet.

Distribution channels

The branch network of the Group provides the foundation for its commercial banking business. The Group has also developed a range of alternate distribution channels to improve its customer service and increase efficiency.

- *Branch network*

  The Group's branch network is the core of the commercial banking business. The Group offers a full range of services through the branch network. As of 31 December 2021, the Group had 1,369 branches in 39 Spanish provinces, in two autonomous cities (Ceuta and Melilla), one representative office in London and one representative office in Mexico. 99.8% of the Group's branches are located in the Home Regions.

  The geographical distribution of the Group's branches as of 31 December 2021 and 2020 was as follows:

	31 December			
	2021		**2020**	
	Number	**%**	**Number**	**%**
Andalucía	411	30.0%	466	49.1%
Aragón	2	0.1%	1	0.1%
Principado de Asturias	109	8%	3	0.3%
Cantabria	74	5.4%	1	0.1%
Castilla y León	225	16.4%	316	33.3%
Castilla La Mancha	268	19.6%	46	4.8%
Cataluña	9	0.7%	1	0.1%
Ceuta	1	0.1%	1	0.1%
Comunidad Valenciana	11	0.8%	2	0.2%
Extremadura	142	10.4%	40	4.2%
Galicia	10	0.7%	6	0.6%
La Rioja	1	0.1%	1	0.1%
Madrid	93	6.8%	59	6.2%
Melilla	3	0.2%	3	0.3%
Murcia	4	0.3%	1	0.1%
Navarra	1	0.1%	1	0.1%
País Vasco	4	0.3%	1	0.1%
Spain	**1,368**	**99.9%**	**949**	**99.9%**
United Kingdom	1	0.1%	1	0.1%
London	1	100.0%	1	100.0%
Total	1,369	100.0%	950	100%

The geographical distribution of Liberbank's branches as of 31 December 2020 was as follows:

	31 December 2020	
	Number	**%**
Andalucía	4	0.7%
Aragón	1	0.2%
Principado de Asturias	106	18.4%
Cantabria	73	12.7%
Castilla y León	5	0.9%

	31 December 2020	
	Number	**%**
Castilla La Mancha	222	38.6%
Cataluña	8	1.4%
Ceuta	0	0%
Comunidad Valenciana	9	1.6%
Extremadura	103	17.9%
Galicia	4	0.7%
La Rioja	0	0%
Madrid	34	5.9%
Melilla	0	0%
Murcia	3	0.5%
Navarra	0	0%
País Vasco	3	0.5%
Total	575	100%

- *Internet banking*

  The Group offers a wide range of online services to the Group's customers through the online and smartphone platforms. Through the Group's internet banking platform, customers can, among other things, access balance information, pay bills and transfer funds.

- *Telephone banking*

  The Group also offers to customers the choice to carry out banking transactions over the phone. This includes transferring balances, checking balances and paying bills, all without having to go to a branch.

- *ATMs*

  As of 31 December 2021, the Group had 2,679 ATMs in Spain, all of which are part of the "Euro 6000" ATM network. In addition to the normal functions available at ATMs, certain of the Group's ATMs allow customers to buy tickets for shows, pay taxes, transfer money, and recharge pay-as-you-go mobile phone cards amongst other capabilities.

Disintermediation products

The Group offers a variety of disintermediation products such as investment funds, insurance products, pension funds and other transactional services, with the aim of diversifying its business and expanding its customer base. These products are managed mostly by the Bank's subsidiaries and, in certain cases, by third parties.

- *Investment funds*

  The Group offers investment fund products of Unigest, S.G.I.I.C., S.A., ("**Unigest**") and Liberbank Gestión, S.A., ("**Liberbank Gestión**") both Group's subsidiaries. They also commercialize third-party products of Imantia Capital, S.G.I.I.C., S.A. ("**Imantia Capital**") and JP Morgan. Unigest and Liberbank Gestión mainly manage the investment funds and the investment variable capital companies (*sociedades de inversión de capital variable*, SICAVs) that are under the Group's control.

  Due to the options available through Unigest and Liberbank Gestión, as well as their partnerships Imantia Capital and JP Morgan, the Group offers a wide range of investments which can be adapted to the requirements of each customer. The Group offers these services from the Bank's branches, but the

complementary, recurrent activities such as consulting investment funds and other operations can be carried out through the Group's internet and telephone banking platforms.

The Group's mutual funds market share by off-balance sheet customer funds was 3.9% as of 31 December 2021 (2% and 1.2% as of 31 December 2020 for the Group and Liberbank, respectively) (*Source: Inverco*).

- *Insurance products and pension funds*

The Group offers insurance products that are adjusted to the particular conditions of each customer, with a range of alternative possibilities to cover various circumstances that may affect them personally, their property or their employment.

The insurance business operates through two channels (i) insurance companies (the Group has a relevant stake in four life insurance and pension funds companies (CCM Vida y Pensiones, Liberbank Vida y Pensiones, Unicorp Vida and Unión del Duero Vida)); and (ii) two insurance distribution, both with Caser Grupo Asegurador.

The life insurance and pension funds companies are the following:

- CCM Vida y Pensiones (50% stake): on which a partnership agreement was entered into with Mapfre on an exclusivity basis for the development, joint marketing and distribution under the bancassurance regime of life insurance and pension plans in the region of Castilla La-Mancha (formerly, Caja Castilla La-Mancha retail network).
- Liberbank Vida y Pensiones (50% stake): on which a partnership agreement was entered into with Aegon on an exclusivity basis for the development, joint marketing and distribution under the bancassurance regime of life insurance and pension plans in the regions of Asturias, Cantabria, Extremadura and Madrid (formerly Cajasturias, Cajacantabria and Caja Extremadura retail networks)
- Unicorp Vida (50% stake): on which a partnership agreement was entered into with Santa Lucía on an exclusivity basis for the development, joint marketing and distribution under the bancassurance regime of life insurance and pension plans in the retail network of Unicaja Banco (before the merger with Liberbank).
- Unión del Duero Vida (100% stake): Life Company and Pension Plan Manager, which is in run off since September 2017.

As of 31 December 2021, the equity individual pension plans amounted to €4,032.9 million (€2,384 million as of 31 December 2020). The Group had €4,546 million in savings insurance funds in the year ended 31 December 2021 (€4,030 million in the year ended 31 December 2020).

With regard to Liberbank, as of 31 December 2020, the equity individual pension plans and the savings insurance funds amounted to €1,475 million and €910 million, respectively

In addition, in June 2018, the alliance between Santalucía and Unicaja Banco was extended and the insurance company signed a new exclusivity agreement with Unicaja Banco's bancassurance operator (Unimediación, S.L.) for death insurance products.

On 23 May 2022, Unicaja Banco and Santa Lucía reached an agreement to extend its joint alliance under the bancassurance regime. Pursuant to the terms of this agreement, Santa Lucía will acquire 50% plus one of the shares of both CCM Vida y Pensiones and Liberbank Vida y Pensiones while Unicaja Banco will retain the remaining share capital of both entities. The effectiveness of the agreement is subject to

the termination of the above-mentioned partnership agreements entered into with Mapfre and Aegon, respectively and the obtention the corresponding relevant regulatory authorizations (for further information *see* "*Recent Developments – Alliance agreement between Santa Lucía and Unicaja Banco*".

With regard to general or non-life insurance products, the Group has two exclusive agreements (one originally signed by Unicaja Banco and the other one signed by Liberbank before the Merger) with Caser Grupo Asegurador for the marketing of the following types of insurance: multi-risk home, businesses, communities and SMEs, payment protection (IT-Unemployment), automobiles, health care (health and dental), construction, civil liability and agricultural insurance.

- *Services*

  The Group offers a range of additional transactional services including:

  - Cards: the number of cards issued by the Group was 3.2 million (of which 64.1% debit cards and 35.9% credit cards) as of 31 December 2021 (1.8 million of which 64.3% debit cards and 35.7% credit cards as of 31 December 2020). As far as technology is concerned, the basic pack (debit and credit) is Contactless, so it uses contactless technology as well as EMV chip and magnetic stripe.

    The Group also offers safe remote payments, through the Digital Banking and mobile services "App Unicaja Banco".

  - Point of Sale Terminals ("**POS**"): the Group's current offering in POS, with both fixed (ADSL) and wireless (Bluetooth technology and GPRS) units, adapts to the different needs of shops and businesses. Advances in technology have enabled the Group to integrate new functionalities in POS, such as contactless payment or the option for foreign customers using the Group's POS to pay in their home currency. Furthermore, the Group has a virtual POS which offers solutions to those of the Group's customers who offer products and services online.

  - Securities: this consists of the execution of the sale and purchase transactions of listed securities on behalf of the Group's customers both in domestic and international markets and across different fixed and variable income products.

  - Payrolls, pensions and benefits: those of the Group's customers with payrolls and pensions directly credited to their savings account enjoy several financial and non-financial benefits in products and services, which are included in the Group's "Servicio Nómina" and "Privilegios Clubseis" programs. The "Plan Cero Comisiones" allows customers to avoid standard banking fees (account maintenance, transfers and checks) under certain conditions, and to benefit from premium conditions in financial products (loans and deposits with preferential interest rates, salary and pension advances at 0% interest rate, overdraft of €300 for directly-credited payrolls and advances at ATMs for the withdrawal of pensions).

Equity investments

The main focus of this division is the control, management and administration of the relationships between the Issuer and the privately held companies in which it holds a stake, with the aim of obtaining the maximum level of contribution from them to its financial results. Furthermore, the corporate development team also analyses, manages and proposes investments in other businesses to help the growth of the Group.

The Group has, individually or jointly with other investors, invested in relevant Spanish businesses that work in high-growth areas that it believes to have potential for growth and profitability. The Group's portfolio

includes investments in businesses that develop new technology, real estate companies, energy networks and generation and infrastructure companies, among others.

Real estate

The management team is responsible for the management of the real estate of the Group and provides support for the Group's other entities in the administration of real estate assets.

Unicaja Gestión de Activos Inmobiliarios, S.A.U., a subsidiary of Unicaja Banco, owns 100% of the shares in Gestión de Inmuebles Adquiridos, S.L.U., which has the following corporate purpose: (i) it manages and divests the assets transferred to it as required by law; (ii) it acquires, disposes of, manages and operates an array of real estate assets, including estates, buildings, housing and real estate in general, no matter its use; (iii) it has activities related to urbanization, demolition and construction of buildings, whether directly or through a contracted third party, and any other kind of involvement in the real estate market, through providing services or managing real estate assets, belonging to the Group or third parties; and (iv) it carries out the study, development and comprehensive development of all types of property and projects.

Board of Directors and Senior Management

Board of Directors

The table below sets forth, as of the date of this Base Prospectus, the names of the members of the Board of Directors of the Issuer, their positions within the Board and their type of directorship:

Name	Position	Type of directorship
Mr. Manuel Azuaga Moreno	Executive Chairperson	Executive
Mr. Manuel Menéndez Menéndez	Executive Director	Executive
Mr. Juan Fraile Cantón	Vice-Chairperson	Proprietary(1)
Ms. Teresa Sáez Ponte	Secretary (Director)	Proprietary(1)
Ms. María Luisa Arjonilla López	Lead Director(2)~~).~~	Independent
Mr. Jorge Delclaux Bravo	Director	Independent
Mr. Felipe Fernández Fernández	Director	Proprietary(3)
Ms. María Garaña Corces	Director	Independent
Ms. Petra Mateos-Aparicio Morales	Director	Proprietary(1)
Mr. Manuel Muela Martín-Buitrago	Director	Proprietary(1)
Mr. Ernesto Luis Tinajero Flores	Director	Proprietary(4)
Mr. David Vaamonde Juanatey	Director	Proprietary(5)
Mr. Rafael Domínguez de la Maza[27]	Director	Proprietary(6)
Ms. Carolina Martínez Caro[28]	Director	Independent

[27] Appointed by resolution of the Shareholders' Meeting of the Issuer on 31 March 2022. The effectiveness of such resolution is subject to the relevant Director obtaining the "fit and proper" verification (*verificación de idoneidad*) and the corresponding relevant regulatory authorizations.

[28] Appointed by resolution of the Shareholders' Meeting of the Issuer on 31 March 2022. The effectiveness of such resolution is subject to the relevant Director obtaining the "fit and proper" verification (*verificación de idoneidad*) and the corresponding relevant regulatory authorizations.

Name	Position	Type of directorship
Mr. Isidoro Unda Urzaiz[29]	Director	Independent

Notes:

(1) Shareholder represented: Fundación Bancaria Unicaja.

(2) Lead Director (*Consejero Coordinador*) with the power to request the call of the Board of Directors or the inclusion of new items on the agenda of a meeting already called; to chair the Board of Directors in the absence of the Chairperson and Vice-Chairpersons; to coordinate and meet with the non-executive directors and to be aware of their concerns; to direct, if applicable, the periodic assessment of the Board Chairperson; to coordinate the Chairperson succession plan; and to keep contact with investors and shareholders to know their points of view so as to have an opinion on their concerns, in particular, with regard to the Bank corporate governance.

(3) Shareholder represented: Fundación Bancaria Caja de Ahorros de Asturias

(4) Shareholder represented: Aivilo Spain, S.L.

(5) Shareholder represented: Oceanwood Capital Management LLP

(6) Shareholder represented: Global Portfolio Investments, S.L.

At the date of this Base Prospectus, the Board of Directors is composed of 15 members.

Mr. Vicente Orti Gisbert acts as Vice-Secretary (non-Director) of the Board of Directors.

The business address of each member of the Board of Directors is Avenida de Andalucía, nº 10-12, 29007 Málaga, Spain.

The table below sets forth the names of those members of the Board of Directors of the Issuer with activities performed outside the Group that are significant with respect to the Issuer as of the date of this Base Prospectus:

Director	Company	Position
Mr. Manuel Azuaga Moreno	Cecabank, S.A.	Chairperson of the Board of Directors
	Asociación CIFAL Málaga	Director representing Unicaja Banco, S.A.
	Fundación de las Cajas de Ahorro (FUNCAS)	Member of the Board of Trustees
	CECA	Director
Mr. Manuel Menéndez Menéndez	EDP Renovaveis, S.A.	Director
	EDP España, S.A.U.	Chairperson (non-Executive)
	Fundación Princesa de Asturias Fundación EDP España Fundación DIPC	Trustee (*Patrono*)
Ms. María Luisa Arjonilla López	Arjorad, S.L.	Non-Executive Member

[29] Appointed by means of the co-option (*cooptación*) system by resolution of the Board of Directors of the Issuer on 29 April 2022. The appointment is subject to ratification by the Shareholders' Meeting of the Issuer and the effectiveness of the Board of Directors' resolution is subject to the relevant Director obtaining the "fit and proper" verification (*verificación de idoneidad*) and the corresponding relevant regulatory authorizations.

Director	Company	Position
	Minsait	Advisor in the Financial Markets Area
Mr. Jorge Delclaux Bravo	Findel, S.L.	Director
	Amadel Capital, S.L.	Director
	Promotora Residencial Liendo, S.L.	Director
	Estrela Capital Partners Asesores, S.L.	Director
	Preventiva Compañía de Seguros y Reaseguros, S.A.	Director
Mr. Felipe Fernández Fernández	Lico Leasing, S.A.	Chairperson of the Board of Directors representing Asturiana de Administración de Valores Inmobiliarios, S.L.
	Instituto de Medicina Oncológica y Molecular de Asturias, S.A.	Director representing Liberbank Capital, S.A.
	EDP España, S.A.U.	Director
	EDP Energías de Portugal, S.A.	Member of the General and Supervisory Board representing Draursa, S.A.
	Cementos Tudela Veguin, S.A.	Director
	Cimento Verde do Brasil, S.A.	Director
	Masaveu Inmobiliaria, S.A.	Director
	Fundación Caser	Trustee (*Patrono*)
Ms. María Garaña Corces	Adobe Inc.	Vice-president of Professional Services for Europe, Middle East and Africa
	Banco de Inversión Alantra Partners, S.A.	Independent Director
	TUI AG	Member of the Supervisory Board
Mr. Ernesto Luis Tinajero Flores	Aivilo Spain, S.L.	Chairperson CEO
	Carolo Group	Director
	Dupuis-Becara Group	Director
	Artik Group	Director
	Wharton Executive Latin-American	Director

Director	Company	Position
	Asamblea de Dueños de Equipos de Fútbol Profesional	Member
	Impulsora del Deportivo Nexaca	Chairperson
	Colegio Junípero, AC	Director
	Leasa Spain, S.L.	Chairperson CEO
	Innokap Inv. de Capital S.A. de C.V.	Chairperson CEO
	Cía. de Viñedos Iberian, S.L.	Director
	Bodegas y Viñedos Cal Grau, S.L.	Director
	Altilia ITG, S.L.U.	Director
	Viñas del Jaro, S.L.U.	Director
	Fondo Metrópolis I y II	Director
Ms. Petra Mateos-Aparicio Morales	Técnicas Reunidas, S.A.	Independent Director
	Cámara de Comercio España-EEUU	Vice-Chairperson
	Altkoca, S.A.	Director
	Senectical, S.L.	Director
	Grupo Celulosas Moldeadas, S.L.	Director representing Altkoca, S.A.
Mr. David Vaamonde Juanatey	Oceanwood Capital Management LLP	Investment manager
Mr. Juan Fraile Cantón	Fundación Unicaja Ronda	Trustee (*Patrono*)
Mr. Rafael Domínguez de la Maza	Global Portfolio Investments, S.L.	Sole Director
	Wilmington Capital, S.L.	Sole Director
	Indumenta Pueri, S.L.	Director
	Mayoral Moda Infantil, S.A.	General Deputy Director
Ms. Carolina Martínez Caro	Forbes Global Properties	Senior Advisor
	CMC Family Advisors	Chief Executive Officer
	FINREG 360	Member of the Advisory Council
	Titanbay Private Equity Global Platform	Ambassador and Member of the Advisory Council
	Korynto Financiera SICAV, S.A.	Director
	Asociación Española Contra el Cáncer	Board Member
Mr. Isidoro Unda Urzaiz	Nacional de Reaseguros, S.A.	Director
	Ges Seguros y Reaseguros, S.A.	Director
	Beragua Advisory, S.L.	Member of the Advisory Council

Board Committees

In compliance with the bylaws of the Issuer and the Regulations of the Board of Directors, the Board of Directors has five support committees (jointly referred to as the "**Support Committees**"): an appointments committee (the "**Appointments Committee**"), a remuneration committee (the "**Remuneration Committee**"), a risk committee (the "**Risk Committee**"), an audit and regulatory compliance committee (the "**Audit and Regulatory Compliance Committee**") and a technology and innovation committee (the "**Technology and Innovation Committee**"). The Support Committees are governed by the bylaws of the Issuer and the Regulations of the Board of Directors, to which they conform.

Appointments Committee

The primary purpose of this committee is to report and propose on the appointment and removal of the directors and senior managers. As of the date of this Base Prospectus, the members of the Appointments Committee are as follows:

Name	**Position**	**Type of directorship**
Ms. María Garaña Corces	Chairperson	Independent
Ms. María Luisa Arjonilla López	Member	Independent
Mr. Felipe Fernández Fernández	Secretary (Member)	Proprietary

Remuneration Committee

The primary purpose of this committee is to report and make proposals on the remuneration policy. As of the date of this Base Prospectus, the members of the Remuneration Committee are as follows:

Name	**Position**	**Type of directorship**
Ms. María Garaña Corces	Chairperson	Independent
Ms. María Luisa Arjonilla López	Member	Independent
Ms. Petra Mateos-Aparicio Morales	Secretary (Member)	Proprietary

Risk Committee

The primary purpose of this committee is risk management. As of the date of this Base Prospectus the members of the Risk Committee are as follows:

Name	**Position**	**Type of directorship**
Ms. María Luisa Arjonilla López	Chairperson	Independent
Mr. Jorge Delclaux Bravo	Member	Independent
Mr. David Vaamonde Juanatey	Member	Proprietary
Ms. María Garaña Corces	Member	Independent
Ms. María Teresa Sáez Ponte	Secretary (Member)	Proprietary

Audit and Regulatory Compliance Committee

The primary purpose of this committee is to assist the Board of Directors in its task of oversight by reviewing periodically the process of drawing up financial documentation, the internal audit role and the independent nature of the external auditor. As of the date of this Base Prospectus, the members of the Audit and Regulatory Compliance Committee are as follows:

Name	Position	Type of directorship
Mr. Jorge Delclaux Bravo	Chairperson	Independent
Ms. María Luisa Arjonilla López	Member	Independent
Mr. Manuel Muela Martín-Buitrago	Secretary (Member)	Proprietary

Technology and Innovation Committee

The primary purpose of this committee is to assist the Board of Directors in making decisions that affect technology, management of information and data and the Issuer's telecommunications structures, reporting on strategic plans and actions and submitting the appropriate proposals. As of the date of this Base Prospectus the members of the Technology and Innovation Committee are as follows:

Name	Position	Type of directorship
Ms. María Luisa Arjonilla López	Chairperson	Independent
Ms. María Garaña Corces	Member	Independent
Ms. Petra Mateos-Aparicio Morales	Member	Proprietary
Mr. Ernesto Luis Tinajero Flores	Member	Proprietary
Mr. Juan Fraile Cantón	Secretary (Member)	Proprietary

Senior Management

The following table lists the members of the senior management of the Issuer as of the date of this Base Prospectus:

Name	Position
Reporting directly to the Chairperson	
Isidro Rubiales Gil	Control and Relations with Supervisors (General Manager attached to the Chairperson)
Vicente Orti Gisbert	General & Technical Secretariat (General Manager)
José Mª de la Vega Carnicero	HR, Talent and Culture (General Manager)
Jesús Navarro Martín	Internal Audit
Galo Juan Sastre Corchado	Compliance
Cristo González Álvarez	Transformation and Innovation
Reporting directly to the Executive Director	
Jesús Ruano Mochales	Corporate Development, Investees, Recoveries & Non-Core Asset Management (General Manager deputy to the Executive Director)
Jonathan de Joaquín Velasco	Business (General Manager)
Pablo González Martín	Chief Financial Officer (CFO) (General Manager)
Francisco Javier Pérez Gavilán	Credit Risk (General Manager)
Severino J. Méndez Suárez	Operations and Technology (General Manager)
Ana Echenique Lorenzo	Executive Director Cabinet Director
Agustín Lomba Sorrondegui	Strategic Planning and Budgeting
Marta Suárez González	Objectives and Business Monitoring
Juan Pablo López Cobo	Investors Relations
Joaquín Sevilla Rodríguez	Digital Business
Miguel Ángel Barra Quesada	ESG Business
Reporting directly to a General Manager	
Cédric Blanchetière	Chief Risk Officer (CRO) (to the General Manager attached to the Chairperson)
Vicente Orti Gisbert	Legal (to the General Manager of General & Technical Secretariat)

There are no members of the senior management of the Issuer with activities performed outside the Group that are significant with respect to the Issuer as of the date of this Base Prospectus.

The business address of each member of the senior management of the Issuer mentioned above is Avenida de Andalucía, nº 10-12, 29007 Málaga, Spain.

Conflicts of interest

As of the date of this Base Prospectus, there are no conflicts of interest between any duties owed to the Issuer by the members of the Board of Directors of the Issuer or members of its senior management and their respective private interests and other duties.

In addition to the measures provided for under applicable regulations, the Issuer has adopted the following measures to avoid conflicts of interest:

(v) The Internal Code of Conduct on the Securities Market of the Issuer includes the general policy for the prevention and management of conflicts of interest which could arise between the clients of the Issuer, and between the clients and the Issuer itself.

(vi) The Policy for the identification and management of conflicts of interest and related-party transactions is applicable to the members of the Board of Directors and Senior Management.

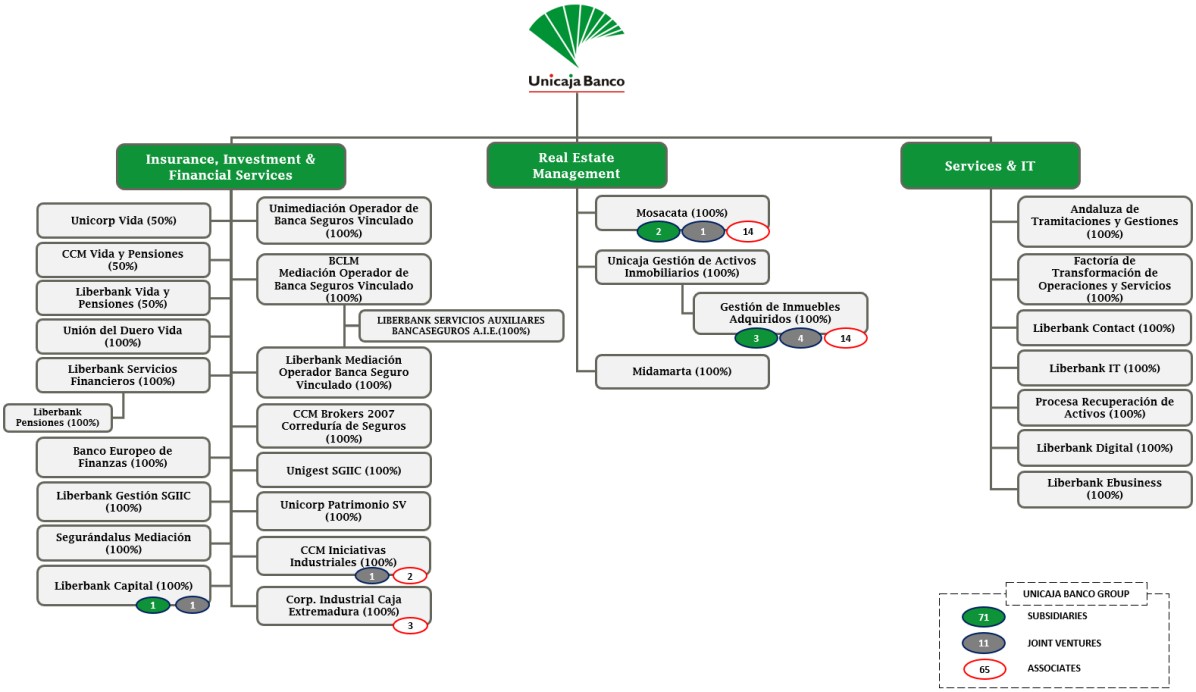
(vii) The analysis of potential conflicts of interest is included in the respective suitability evaluations of the members of the Board of Directors and Senior Management.

(viii) The Regulations of the Board of Directors develop the measures provided for under applicable regulations in connection with conflicts of interest and the policy on identification and management of conflicts of interest and related transactions of directors, significant shareholders and senior managers of the Issuer and the Fundación Bancaria Unicaja's Protocol implements the relevant provisions of the Regulations of the Board of Directors and, therefore, complements what is set out in the Internal Code of Conduct on the Securities Market.

Organizational structure

The Issuer is the parent company of a consolidated group of credit institutions comprising, as of 31 December 2021, 69 subsidiaries, 11 joint ventures and 57 associated companies, pursuant to Bank of Spain Circular 4/2017, as amended.

The following structure chart summarizes the subsidiaries of the Group as of 31 December 2021:



Capital structure

As of the date of this Base Prospectus, the share capital of the Issuer amounts to €663,708,369.7, represented by 2,654,833,479 shares, with a par value of €0.25 each, all of the same class and series, fully subscribed to and paid in[30]. The shares of the Issuer are listed on the Spanish Stock Exchanges.

Significant shareholders

The following table shows the significant shareholders of the Issuer, as displayed on the CNMV website, as of the date of this Base Prospectus:

	No. of direct shares	No. of indirect shares	No. of shares through financial instruments	% of total share capital
Unicaja Banking Foundation.....	802,707,000			30.236%
Oceanwood Capital Management LLP(1).....		87,955,481	108,811,466	7.412%
Fundación Bancaria Caja de Ahorros de Asturias	174,155,704			6.560%
Oceanwood Opportunities Master Fund.....		50,091,361	107,222,225	5.926%
Indumenta Pueri, S.L.(2).....		132,741,673		5.000%
Tomás Olivo López(3).....	3,697,835	133,767,362		5.178%
Oceanwood European Financial Select Opportunities Master Fund.....		28,801,965		1.085%
Total	**980,560,539**	**433,357,842**	**216,033,691**	**61.397%**

Source: Communications made to the CNMV (website of the CNMV as of the date of this Base Prospectus).

Notes*:*

(1) Oceanwood Capital Management LLP is the investment manager of Oceanwood Opportunities Master Fund and Oceanwood European Financial Select Opportunities Master Fund.

(2) Held through Global Portfolio Investments, S.L.

(3) Indirect position held through Desarrollos la Coronela, S.L.

As of the date of this Base Prospectus, the Unicaja Banking Foundation owns directly 30.2% of the share capital in Unicaja Banco, treasury shares amounted to 0.2% of the share capital of the Bank and there is a *free float* of approximately 38.4%.

In order to avoid the potential conflict of interests between Unicaja Banco and the majority shareholder, the governing body (*Patronato*) of the Unicaja Banking Foundation approved the Unicaja Banking Foundation's Protocol in accordance with the provisions of Law 26/2013, of 27 December, on savings banks and banking foundations (*Ley 26/2013, de 27 de diciembre, de Cajas de Ahorros y Fundaciones Bancarias*) on 30 April 2021. The Unicaja Banking Foundation's Protocol was approved by the Bank of Spain and it is available at the Issuer's website (www.unicajabanco.com) and at Unicaja Banking Foundation's website (www.fundacionunicaja.com).

[30] The share capital of the Bank has been reduced from €2,654,833,479 to €663,708,369.75 through the reduction of the nominal value of each share from €1.00 to €0.25 and the creation of a voluntary non-distributable reserve in the amount of €1,991,125,109.25. The relevant deed of capital reduction has been registered with the commercial registry on 13 January 2022. Such capital reduction did not affect the capital ratios of the Bank.

The Unicaja Banking Foundation's Protocol establishes the procedures to avoid potential conflicts of interests as a result of the majority stake held by the Unicaja Banking Foundation in the share capital of Unicaja Banco and the criteria to appoint the members of the Board of Directors of Unicaja Banco.

In addition, the Issuer and the Unicaja Banking Foundation entered into a relationship internal protocol (*Protocolo Interno de Relaciones*) (the "**Relationship Protocol**") on 1 December 2016.

In accordance with the Relationship Protocol, the intra-group services shall be provided transparently, in market conditions, meeting the criteria for an economic and efficient management and under the principles of confidentiality. The delivery of services other than those regulated by the Relationship Protocol shall be agreed in writing establishing at least the subject matter, the price and the term.

As of the date of this Base Prospectus, the Issuer is not aware of any arrangement which may result in a change of control in the Issuer.

Credit rating

The following table contains the credit ratings that the Issuer has currently assigned for the long and short term by the credit rating agencies Fitch Ratings Ireland Limited and Moody's Investors Service España, S.A.U.

Rating agency(1)	**Long-term**	**Short-term**	**Outlook**	**Latest date of review of rating**
Fitch Ratings Ireland Limited(2)	BBB-	F3	Stable	3 December 2021
Moody's Investors Service España, S.A.U.(2)	Baa3	Prime-3	Stable	24 November 2021

Notes:

(1) The details of the rating scales used and their meaning is found on the websites of each of the credit rating agencies (Fitch: link and Moody's: link). The information contained in these websites is not part of the Base Prospectus and has not been examined or approved by the CNMV.

(2) Registered with ESMA in accordance with the provisions of CRA Regulation.

Legal and arbitration proceedings

The Group has been and is involved in disputes and litigation related to the business. In particular, the Group is currently subject to the following legal proceedings, among others:

Clauses which set a minimum interest rate for mortgages

The Group has included clauses which limit the downward variation of the interest rates applicable to the Group's mortgage agreements (known as "**floor clauses**"), which set a minimum interest rate payable by borrowers to the lenders, regardless of the applicable benchmark rate. Currently, the Group does not include floor clauses in its mortgage agreements. However, borrowers have challenged the validity of such clauses in recent years on various grounds. EU and Spanish courts have rendered various judgments, directed both at specific financial institutions (including the Group) and the financial sector in general, declaring certain clauses that set minimum interest rates to be invalid on the basis of a lack of transparency at the time such mortgages were sold to customers or other reasons, which may materially affect the Group.

Unicaja Banco is taking different judicial and extra judicial actions based on negotiations with clients who are filing claims in relation to these clauses and, as a consequence, the impact of such judicial actions has been reduced. In fact, the number of lawsuits notified on this matter has been progressively decreasing in recent years and, as a result, 55% fewer claims were received in the year 2021 than in the year 2019.

On 20 January 2017, the Spanish Government approved Royal Decree Law 1/2017 ("**RDL 1/2017**"), which encourages out-of-court settlements between financial institutions and those borrowers affected by such clauses, and aims to avoid overloading the Spanish Courts with these claims by establishing measures that incentivize a negotiation with the borrowers without going to court. However, although financial institutions are obliged to contact affected customers, letting them know of the existence of the relevant clauses in their documentation, there is no obligation for the parties to reach an agreement, in which case the borrowers are still able to file claims against the financial institutions. The Group has implemented the procedures set out in the RDL 1/2017 by creating a specific unit as part of its Customer Service Care (*Departamento de Atención al Cliente*) to inform affected borrowers of the existence of these procedures, address any claims that may be brought by them and, if appropriate, negotiate with them on a case by case basis. As well as judicial procedures, the claims filed in accordance with RDL 1/2017 have decreased noticeably. They were approximately 29.1% less claims during the second semester of 2021 than in the same period of 2020.

Notwithstanding the above, new legal claims have been filed in Spain concerning the validity of the settlement agreements on floor clauses that many financial institutions (including Unicaja Banco) have reached with their clients. In this regard, the CJEU issued a decision on 9 July 2020 on Case C452/18 which analysed whether a settlement or the amendment agreement executed by and between a professional and a consumer regarding floor clauses and the waiver to bring legal actions contained in such agreements were valid. According to the CJEU:

(a) The consumer may enter into an agreement with the lender that confirms the validity of the floor clause and by which he/she waives legal actions regarding such clause provided that, at the time of the waiver, the consumer was aware of the non-binding nature of that clause and the consequences it entails;

(b) The national courts will need to determine, on a case-by-case basis, if there has been a real negotiation between the relevant lender and the consumer. Indications by the consumer, in his/her own handwriting, that he/she understood the mechanism of the floor clause does not in itself lead to the conclusion that this clause was individually negotiated and that the consumer was able to influence its content; and

(c) The national courts will need to examine whether or not the consumer could understand the financial consequences of the agreement entered into with the lender. For the purposes of transparency, the pre-contractual information should include information on the past development of the index so that the consumer is aware, through past fluctuations, of the eventuality that he/she cannot benefit from lower rates due to the amended floor clause. The consumer may validly waive the right to have the original floor clause declared unfair, provided that this waiver is made by the consumer with free and informed consent. However, the consumer cannot validly waive future legal actions regarding the amended floor clause in respect of disputes which may arise in the future.

As of 31 December 2021, the provisions considered necessary to cover potential asset impairments and deal with the risks and contingencies that may impact the Group were in place. In this regard, the Group has recognised an accounting provision of €161[31] million (€123 million as of 31 December 2020).

In addition, Liberbank, the absorbed company in the Merger, recognised the necessary accounting provisions totalling €18.7 million to cover potential asset impairments and deal with the risks and contingencies that may arise due to floor clauses proceedings as of 31 December 2020.

[31] This accounting provision has increased with respect to the year 2020 due to the effect of the Merger.

IRPH potential litigation

A preliminary ruling was filed before the CJEU which challenges the validity, due to alleged lack of transparency, of mortgage loan agreements subject to the IRPH. This claim was made after the ruling of the Spanish Supreme Court in December 2017, which confirmed that it was not possible to determine the lack of transparency in the interest rate because of its reference to one or another official index, and therefore its unfairness.

The legal matter under debate is, among others, whether the transparency test based on Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts ("**Directive 93/13/EEC**") is complied with when the borrower is a consumer.

Based on the existence of the judgment of the Supreme Court dated 14 December 2017, the fact that the IRPH is an official benchmark rate published and managed by the Bank of Spain, the existence of case law (*jurisprudencia*) of the CJEU which confirms the transparency of contracts referenced to other official benchmark rates, and the existence of an annual percentage rate (or APR, "T.A.E." in Spain) indicator, which must be mandatorily informed to consumers, and which allows for the comprehension of the economic burden and the comparison of different mortgage offers (whatever the benchmark rate index applied is), the Bank considers that compliance with the transparency test under Directive 93/13/EEC should not be questioned.

On 10 September 2019, the Advocate General issued its opinion in relation to this matter (the "**Advocate General's Opinion**"), according to which (i) Directive 93/13/EEC is applicable to the matter of reference and (ii) the national judge should be the competent authority to monitor the transparency of the disputed clause and verify whether the contract sets out the method of calculating the interest rate transparently and whether this contract meets all the information requirements envisaged in the national regulations.

The Advocate General's Opinion does not consider the IRPH or the clause which incorporates it in the relevant loan agreements to be, per se, abusive or null.

On 3 March 2020, the CJEU issued a ruling confirming the Advocate General's Opinion in connection with this case (Case C-125/18) regarding the transparency and unfairness of a clause governing a floating interest rate indexed to IRPH included in a mortgage loan agreement granted to a consumer. The CJEU concluded that IRPH index floating interest clauses cannot be considered abusive per se but they fall under the transparency control requirements set out in Directive 93/13/EEC. As a consequence, Spanish courts will carry out this control in order to determine if the relevant clause included in the agreement lacks transparency and if, in addition, is ultimately unfair and consequently void. That control has to be made on a case-by-case basis, taking into account the circumstances at the time when the relevant mortgage loan was granted.

Spanish courts of first instance have generally ruled in favour of consumers applying the CJEU decision and have declared that IRPH clauses are (in the relevant cases examined), null and void, substituting it for EURIBOR (which is currently lower) and, in certain decisions, have ordered the delivery of the excess (i.e. the difference between the interest charged at IRPH and the interest that would have been payable should the EURIBOR have applied since inception) to the debtors. Some provincial courts ("**Provincial Audiences**") have also ruled against the credit entity, but rather than applying EURIBOR they have applied the index named "IRPH Entidades" (e.g. Valencia Provincial Audience's ruling dated 1 June 2020 or Tarragona Provincial Audience's ruling dated 11 March 2020). However, other Provincial Audiences such as the Barcelona Provincial Audience (Section 15th), based on the abovementioned Spanish Supreme Court ruling (dated 14 December 2017), have ruled in favour of credit entities regarding clauses which referred the IRPH index but were found to be transparent to the extent that an average consumer would have easy access to the evolution of the different indexes, either through the information disseminated by the Bank of Spain (*Banco de España*), or through the monthly publication of these indexes in the Spanish Official Gazette (BOE), even in those cases where there is no proof of the delivery of the brochure (Barcelona Provincial Audience decision of 24 April 2020).

Notwithstanding the above, four Spanish Supreme Court rulings regarding references to the IRPH index which were made public on 13 November 2020 (numbered 595/2020, 596/2020, 597/2020 and 598/2020) have favoured the banks. While declaring that the IRPH clauses lacked transparency on the grounds that the mortgagor was not informed of the performance of the IRPH index in the two years prior to taking out the loan, the Supreme Court confirmed that such clauses are to be deemed non-abusive for the following reasons: (i) IRPH clauses are not able to be easily rigged in favour of the lender (in fact, IRPH is controlled by the public administration, whereas EURIBOR is calculated by a private entity), (ii) a significant imbalance to the consumer's detriment cannot be derived from the mere evolution of the index during the duration of the loan, even if unfavourable to the consumer, and (iii) the use of an official index does not contravene the good faith principle.

On 17 November 2021, the CJEU issued its preliminary ruling on the questions referred to it by the First Instance Court No. 38 of Barcelona, which aimed to challenge the Spanish Supreme Court rulings on the matter. However, the CJEU confirmed the Spanish Supreme Court's approach and concluded that lenders are not required to include a full definition of the reference index used to calculate a variable interest rate nor to provide the consumer with information on the past performance of such index; provided that, based on the publicly available information and the information provided by lenders, an average consumer reasonably well informed could assess the potentially significant economic consequences thereof. Additionally, the CJEU confirmed that the lack of transparency of this clause does not necessarily imply its unfairness, which shall be determined on a case-by-case basis at national level.

Finally, on 28 January 2022, the Spanish Supreme Court issued three more rulings regarding the nullity of the IRPH clause in mortgage loan agreements applying the latest criteria of the CJEU, which reiterated that the IRPH was not an abusive index. Additionally, they clarified that it was not necessary that the lender delivers to the consumer a previous brochure that collects information on the previous evolution of the index.

Thus, following the recent rulings by the Spanish Supreme Court and the CJEU, the risk of the application of the IRPH being declared unfair is currently lower and, as of 31 December 2021, the Group does not expect contingencies and does not have material provisions related to this matter.

Revolving cards

On 4 March 2020, the Spanish Supreme Court issued a judgment dismissing a bank's appeal (*recurso de casación)* against a ruling that had declared a revolving credit agreement void due to usurious interest.

Unicaja Banco has not experienced a significant volume of lawsuits related to this matter as it has marketed these products in a transparent and appropriate manner and in accordance with applicable legislation. Therefore, after analysing the case law, as of 31 December 2021 and as of 31 December 2020, the Group does not expect contingencies and does not have material provisions related to claims regarding this matter.

However, Liberbank, included provisions in relation to this subject. In this sense, it recognised provisions as of 31 December 2020 totalling €1.3 million for obligations concerning the usurious interest rate of revolving credit agreements.

Interest calculation formula used in mortgage transactions

The validity of one of the formulas used by the Group for calculating interest in mortgage agreements has been challenged by a limited number of lawsuits, on the basis that the numerator of the interest calculation formula fraction is calculated in natural days, and the denominator of the fraction is calculated in business days.

In order to avoid further claims from clients, Unicaja Banco has been progressively reducing the use of this formula on the occasion of the periodic interest review applicable to each loan agreement. As of 31 December 2021, the Group does not expect contingencies and does not have material provisions related to this matter and,

as of the date of this Base Prospectus, Unicaja Banco has removed this calculation formula from all of its current mortgage contracts with consumers.

Early termination of mortgages

On 26 March 2019, the CJEU issued the long-expected judgment regarding early termination clauses contained in mortgage loans to consumers.

The CJEU judgment confirmed the unfairness of this sort of clause that includes any breach as a termination event and prohibits to delete those sections of the clause that may be considered null in order to seek partial validity thereof. However, the CJEU opened the door to applying the rule of the three unpaid monthly repayment amounts to terminate the affected agreements, if the declaration of unfairness entails an invalidity of the entire mortgage loan.

The legal scenario changed with enactment of Law 5/2019 on Real Estate Credit Contracts (*Ley de Contratos de Crédito Inmobiliario*) (the "**Real Estate Credit Contract Law**"), which came into force on 16 June 2019. The new regulation on accelerated repayment modifies Article 693 of Spanish Law 1/2000, of 7 January, on Civil Procedure (*Ley 1/2000, de 7 de enero, de Enjuiciamiento Civil*) and applies to loan agreements signed prior to the entry into force of the Real Estate Credit Contract Law that include an acceleration clause unless: (i) the debtor claims that applying the clause is more favourable to him or her; or (ii) the clause was triggered by the lender prior to the entry into force of the Law (regardless of whether or not, as a result, enforcement proceedings were initiated).

Article 24 of the Real Estate Credit Contract Law allows the lender to accelerate consumer loan agreements (i) after a payment default equal to 3% of the total loan amount or 12 monthly instalments if the default occurs in the first half of the term of the loan or (ii) after a payment default equal to 7% of the total loan amount or 15 monthly instalments if the default occurs in the second half of the term of the loan.

Following the CJEU judgment of March 2019 declaring the invalidity of this clause and deferring to the Spanish courts to determine the effects of such invalidity, on 11 September 2019, the Spanish Supreme Court ruled that: (i) in relation to the loans subject to legal proceedings that had been declared due prior to 15 March 2013, the proceedings should terminate and the Bank should file a new enforcement claim; (ii) in relation to the loans subject to legal proceedings that had been declared due after 15 March 2013, the proceedings should continue if the relevant judge determined that the breach was material with regard to the amount and the term of the loan. In the opposite case, the proceedings should terminate and the Bank should file a new enforcement claim; (iii) in relation to loans which had been declared due in accordance with Real Estate Credit Contract Law the proceedings should continue; and (iv) in the future, the Bank can commence enforcement actions in relation to the loans which are declared due in accordance with Real Estate Credit Contract Law, without the declaration of invalidity of the clause affecting such actions.

In view of the above, as of 31 December 2021, the Group does not expect contingencies and does not have material provisions related to this matter.

Claims in relation to the expenses relating to the formalization of mortgages

Certain rulings enacted by the Spanish Supreme Court in 2015 and 2017 considered unfair certain clauses which allocated to the borrowers certain expenses in connection with the granting and registration of the mortgage deeds (including notarial and registration fees), taxes derived from the granting of the mortgage deeds and/or any costs and expenses related to the recovery of any due amount under the mortgage loans (including those derived from the foreclosure of the mortgages).

While courts have consistently considered that clauses establishing that all costs shall be borne by the borrowers were unfair (and, on such basis, borrowers started to claim reimbursement from the banks of certain costs linked

to the granting of the mortgage loans such as the notarial, Land Registry and agency fees), there has been some debate regarding taxes associated to mortgage loans (i.e. stamp duty).

In this regard, the Spanish Supreme Court rendered several decisions establishing that the clause which provided that those taxes were to be borne by the borrower should not be deemed as an unfair clause *per se*.

However, on 10 October 2018 the Spanish Supreme Court issued a ruling (i) establishing that the lenders (and not the borrowers) would be liable for the payment of those taxes, and (ii) declaring article 68.2 of the Stamp Duty Regulation (passed by Royal Decree 828/1995, of 25 May), which expressly established that the borrower was liable to pay stamp duty), null and void as contrary to that new interpretation.

But on 9 November 2018 the Spanish Supreme Court changed such criterion and resolved that borrowers were liable to pay the stamp duty. Immediately afterwards, the Spanish Government clarified the legislative framework and enacted Royal Decree-Law 17/2018, which provided that the lender must be the taxpayer.

On 23 January 2019, the Spanish Supreme Court issued a new ruling confirming that consumers would have to be reimbursed by lenders the notarial, Land registry and agency fees, but not the stamp duty. Notwithstanding this, this ruling does not apply to mortgage loans entered into after the entry into force of Royal Decree-Law 17/2018 (i.e. 10 November 2018). The Spanish Supreme Court has also confirmed that, while notarial fees and agency fees have to be shared between the lender and the borrower (i.e. the lender should only reimburse 50% thereof), registry fees have to be paid in full by the lender (i.e. it should reimburse 100% of these fees).

Additionally, the Real Estate Credit Contract Law regulates costs and expenses incurred in connection with the origination of mortgage loans. The Real Estate Credit Contract Law applies to loans secured with mortgages over residential real estate properties, which are originated, amended or subrogated after 16 June 2019. According to the Real Estate Credit Contract Law (i) valuation costs are to be paid by the borrower, (ii) agency fees by the lender, (iii) notarial costs relating to the loan deed by the lender, (iv) registration costs by the lender, and (v) stamp duty costs by the taxpayer (i.e. the lender).

Notwithstanding the above, before the Real Estate Credit Contract Law was passed, there was no legal provision regulating management costs. The Spanish Supreme Court ruling 555/2020, of 26 October 2020, followed the CJEU's ruling of 16 July 2020 stating that, if the specific clause regulating management costs is declared to be unfair, in the absence of any supplementary legal regime, those costs cannot be borne by the borrower and must be paid in full by the lender. This Supreme Court ruling has established that "in the absence of a national rule which applies in case there is a lack of an agreement negotiated among the parties imposing on the borrower the payment of all or part of those expenses, the borrower could not be denied the return of the amounts paid under the clause that has been declared unfair". The Spanish Supreme Court ruling 61/2021, of 27 January 2021, has confirmed the aforementioned position. However, the novelty of this ruling is that it applies the above conclusion to the appraisal costs (but only when the Real Estate Credit Contract Law is not applicable, because if it does apply, article 14.1.e) of the above regulation will allocate appraisal costs to the borrower).

Unicaja Banco, as the rest of the credit entities in the Spanish sector, has experienced an increase in the litigation related to this matter and is taking action to reach agreements with its clients to avoid further judicial processes.

As of the date of this Base Prospectus, the Group is under 20,072 legal proceedings related to this matter. Unicaja Banco has recognized provisions covering obligations that may arise from such ongoing legal proceedings, totaling €32.9 million as of 31 December 2021 (as of 31 December 2020, provisions related to claims regarding this matter for both the Group and Liberbank were not material).

Law 57/1968, of 27 July, on the collection of advance amounts in the construction and sale of housing

Although Law 57/1968 was repealed by Law 38/1999, of 5 November, on building construction (*Ley 38/1999, de 5 de noviembre, de ordenación de la edificación*), it is still applicable to all purchases of housing made until 1 January 2016. This law set forth the express obligation for property developers to pay the amounts received

from home buyers into a special account, as well as to grant in favor of such buyers a guarantee for the repayment of such amounts. The judgment of the Spanish Supreme Court dated 21 December 2015 extended the responsibility for repayment of such amounts to the financing credit institutions, and for the amounts paid by the home buyers, irrespective of whether or not it had issued a guarantee that such amounts would be repaid.

This law has led to some claims against credit institutions for the amounts delivered by individuals to developers on account of the purchase of housing, when said payments had been channeled through a credit institution. As of 31 December 2021, the estimate of the maximum amount claimed in outstanding legal proceedings was €38.3 million (€37.7 million, €13.6 million in the case of Liberbank, as at 31 December 2020).

Overview of financial information

Financial information as of and for the years ended 31 December 2021 and 2020

The sections below contain financial information of the Group extracted from the 2021 Consolidated Annual Accounts and the 2020 Consolidated Annual Accounts. Unicaja Banco publishes its standalone and consolidated annual accounts.

The table below includes the consolidated balance sheets of the Group as of 31 December 2021 and 2020. Given that the Merger was materialised on 31 July 2021 for accounting purposes, the consolidated balance sheet of the Group as of 31 December 2021 includes Liberbank's assets and liabilities and the results generated by Liberbank from August to December of 2021 and therefore the financial information as of 31 December 2021 is not comparable with the financial information as of 31 December 2020:

	As of 31 December	
	2021	**2020[(1)]**
	(*€ thousand*)	
ASSETS		
Cash, cash balances in central banks and other demand deposits	**21,297,503**	**6,667,189**
Financial assets held for trading	**44,741**	**192,834**
Derivatives	**31,134**	**5,916**
Equity instruments	**12,592**	**14,954**
Debt securities	**1,015**	**171,964**
Loans and advances	-	-
Central banks	-	-
Credit institutions	-	-
Customers	-	-
Memorandum item: Lent or provided as collateral (sell or pledge)	-	-
Non-trading financial assets mandatorily at fair value through profit or loss	**228,227**	**91,279**
Equity instruments	**41**	-
Debt securities	**93,822**	**91,279**
Loans and advances	-	-
Central banks	-	-
Credit institutions	-	-
Customers	**134,364**	-
Memorandum item: Lent or provided as collateral (sell or pledge)	-	-
Financial assets designated at fair value through profit or loss	-	-
Debt securities	-	-
Loans and advances	-	-
Central banks	-	-
Credit institutions	-	-
Customers	-	-

Memorandum item: Lent or provided as collateral (sell or pledge)	-	-
Financial assets designated at fair value through other comprehensive income	**1,297,820**	**1,494,464**
Equity instruments	**627,119**	**403,005**
Debt securities	**670.701**	**1,091,459**
Loans and advances	-	-
Central banks	-	-
Credit institutions	-	-
Customers	-	-
Memorandum item: Lent or provided as collateral (sell or pledge)	*29,296*	*346,097*
Financial assets carried at amortized cost	**81,991,738**	**51,548,558**
Equity instruments	-	-
Debt securities	**24,849,659**	**22,157,383**
Loans and advances	**57,142,079**	**29,391,175**
Central banks	-	-
Credit institutions	**1,118,984**	**1,762,178**
Customers	**56,023,095**	**27,628,997**
Memorandum item: Lent or provided as collateral (sell or pledge)	*24,200,623*	*13,636,465*
Derivatives - hedge accounting	**815,044**	**617,130**
Change in fair value of securities held in a portfolio hedged against interest rate risk	**99,301**	-
Investments in joint ventures and associates companies	**1,052,033**	**361,830**
Joint ventures	**72,499**	**35,360**
Associates	**979,534**	**326,470**
Assets under insurance or reinsurance contracts	**1,949**	**1,831**
Tangible assets	**2,249,296**	**1,144,501**
Fixed tangible assets	**1,392,916**	**837,060**
For own use	**1,392,916**	**837,060**
Lent under an operating lease agreement	-	-
Investment property	**856,380**	**307,441**
Of which: lent under operating lease	*646,911*	*198,016*
Memorandum item: acquired under a finance lease	*90,747*	*40,833*
Intangible assets	**79,806**	**74,095**
Goodwill	**38,333**	**44,502**
Other intangible assets	**41,473**	**29,593**
Tax assets	**5,250,087**	**2,741,136**
Current tax assets	**482,444**	**37,018**
Deferred tax assets	**4,767,643**	**2,704,118**
Other assets	**442,359**	**365,102**
Insurance contracts linked to pensions	**31,060**	**31,679**
Inventories	**159,261**	**185,138**
All other assets	**252,038**	**148,285**
Non-current assets and disposal groups held for sale	**700,089**	**244,316**
TOTAL ASSETS	**115,549,993**	**65,544,265**
LIABILITIES		
Financial liabilities held for trading	**31,123**	**11,634**
Derivatives	**31,123**	**11,634**
Short positions	-	-
Deposits	-	-
Central banks	-	-
Credit institutions	-	-
Customers	-	-
Issued debt securities	-	-
Other financial liabilities	-	-

Financial liabilities designated at fair value through profit or loss	-	-
Deposits	-	-
Central banks	-	-
Credit institutions	-	-
Customers	-	-
Issued debt securities	-	-
Other financial liabilities	-	-
Memorandum item: subordinated liabilities		
Financial liabilities carried at amortized cost	**105,475,581**	**59,052,887**
Deposits	**101,110,937**	**57,504,176**
Central banks	**10,291,702**	**4,998,096**
Credit institutions	**6,665,025**	**3,805,469**
Customers	**84,154,210**	**48,700,611**
Issued debt securities	**2,497,755**	**362,926**
Other financial liabilities	**1,866,889**	**1,185,785**
Memorandum item: subordinated liabilities	*623,658*	*302,932*
Derivatives - hedge accounting	**999,690**	**609,030**
Change in fair value of securities held in a portfolio hedged against interest rate risk	-	-
Liabilities under insurance and reinsurance contracts	**580,053**	**612,472**
Provisions	**1,428,127**	**798,622**
Pensions and related post-employment defined benefits	**178,798**	**56,633**
Other long-term employee benefits	**188,566**	**176,619**
Provisions for taxes and other legal contingencies		-
Commitments and guarantees given	**106,348**	**119,629**
All other provisions	**954,415**	**445,741**
Tax liabilities	**389,104**	**257,941**
Current tax liabilities	**19,667**	**21,477**
Deferred tax liabilities	**369,437**	**236,464**
Other liabilities	**320,274**	**196,487**
Of which: Welfare fund (savings banks and credit unions)	-	-
Liabilities in disposal groups classified as held for sale	-	-
TOTAL LIABILITIES	**109,223,952**	**61,539,073**
EQUITY		
Shareholders' equity	**6,415,719**	**4,000,562**
Capital	**663,708**	**1,579,761**
Paid-in capital	**663,708**	**1,579,761**
Called-up capital	-	-
Memorandum entry (p.m.): uncalled capital)	-	-
Share premium	**1,209,423**	**1,209,423**
Equity instruments issued other than capital	**547,385**	**47,429**
Equity component of compound financial instruments	**547,385**	**47,429**
Other equity instruments issued	-	-
Other equity items	-	-
Retained earnings	**2,743,437**	**959,533**
Revaluation reserves	-	-
Other reserves	**142,010**	**126,764**
Reserves or accumulated losses of investments in joint and associates	**(109,517)**	**(127,721)**
Other	**251,527**	**254,485**
(-) Treasury shares	**(3,446)**	**(179)**
Net income/loss attributable to the parent company	**1,113,202**	**77,831**
(-) Interim dividends	-	-
Accumulated other comprehensive income	**(90,104)**	**4,157**

Items not subject to reclassification to income statement	**115,328**	**79,000**
Actuarial gain or (-) loss in benefit pension scheme	**9,220**	**2,694**
Non-current assets and disposal groups classified as held-for-sale	-	-
Share of other recognised income revenues and expense of investments in joint ventures & associates	**22,181**	**9,979**
Change in fair value of equity instruments measured at fair value through other comprehensive income	**83,927**	**66,327**
Ineffectiveness of fair value hedges of equity instruments measured at fair value through other comprehensive income	-	-
Change in fair value of equity instruments measured at fair value through other comprehensive income (hedged item)	-	-
Change in fair value of equity instruments measured at fair value through other comprehensive income (hedging instrument)	-	-
Change in fair value of financial liabilities designated at fair value through profit or loss attributable to changes in its credit risk	-	-
Items subject to reclassification to income statement	**(205,432)**	**(74,843)**
Hedging of net investments abroad (effective portion)	-	-
Foreign currency translation	**(67)**	**(22)**
Hedging derivatives. Reserve of cash flow hedges (effective portion)	**(304,535)**	**(151,376)**
Change in fair value of debt instruments measured at fair value through other comprehensive income	**26,757**	**48,147**
Hedging instruments (non-designated items)	-	-
Non-current assets and disposal groups classified as held-for-sale	-	-
Recognised revenues and expenses from joint-ventures & associates companies	**72,413**	**28,408**
Non-controlling interest (from minority stakes)	**426**	**473**
Other accumulated comprehensive income	-	-
Other items	**426**	**473**
TOTAL EQUITY	**6,326,041**	**4,005,192**
TOTAL LIABILITIES AND EQUITY	**115,549,993**	**65,544,265**
Memorandum item: off-balance sheet exposure		
Loan commitments given	**5,050,202**	**2,429,312**
Financial guarantees given	**214,717**	**62,306**
Other commitments given	**6,023,042**	**1,902,936**

Note:

(1) This information has not been adapted or reclassified because the comparability of the Group's financial information hasn't been affected by the regulatory changes taken place during 2021. See Note 1.5 to the 2021 Consolidated Annual Accounts.

The table below includes the consolidated income statements of the Group for the years ended 31 December 2021 and 2020. Given that the Merger was materialised on 31 July 2021 for accounting purposes, the consolidated income statement of the Group for the year ended 31 December 2021 includes the results generated by Liberbank from August to December of 2021 and therefore the financial information for the year ended 31 December 2021 is not comparable with the financial information for the year ended 31 December 2020:

	For the year ended 31 December	
	2021	**2020[(1)]**
	(*€ thousand*)	
Interest income	**852,123**	**724,724**
Financial assets designated at fair value through other comprehensive income	**3,334**	**3,759**
Financial assets carried at amortized cost	**988,319**	**590,573**
Other	**(139,530)**	**130,392**

	For the year ended 31 December	
	2021	2020[1]
Interest expense	(122,004)	(146,531)
Redeemable equity expenses	-	-
Net interest income	730,119	578,193
Dividend income	19,298	14,929
Income/loss from entities carried at equity method	40,270	35,377
Fee and commission income	395,674	254,711
Fee and commission expense	(33,208)	(21,843)
Net gains or (-) losses on derecognition from the statements of financial assets and liabilities not measured at fair value through profit or loss	38,967	92,021
Net gains or (-) losses from financial assets and liabilities held for trading	12,687	(2,948)
Net gains or (-) losses from non-trading financial assets mandatorily designated at fair value through profit or loss	(2,014)	664
Net gain (loss) from financial assets and liabilities designated at fair value through profit or loss	-	-
Net gain (loss) from hedge accounting	(1,403)	2,712
Net gains or losses from exchange differences	3,996	(9)
Other operating income	61,749	95,591
Other operating expenses	(188,261)	(113,773)
Income from assets under insurance or reinsurance contracts	63,004	70,446
Expenses from liabilities under insurance or reinsurance contracts	(41,560)	(51,241)
Gross margin	1,099,318	954,830
Administrative expenses	(637,904)	(521,966)
Staff expenses	(437,462)	(366,625)
Other administrative expenses	(200,442)	(155,341)
Depreciation and amortization	(68,922)	(49,931)
(Provisions or reversals of provisions)	[32](468,791)	(43,131)
(Impairment or reversal in the value of financial assets not measured at fair value through profit and loss or net gains by modification)	(181,993)	(241,927)
Financial assets designated at fair value through other comprehensive income	373	(22)
Financial assets carried at amortized cost	(182,366)	(241,905)
Net operating income	(258,292)	97,875
Impairment or reversal in the value of joint ventures or associates	213	-
Impairment or reversal in the value of non-financial assets	(11,847)	(2,700)
Tangible assets	(4,636)	2,575
Intangible assets	(6,773)	(6,773)
Other	(438)	1,498
Net gain (loss) on derecognition of non-financial assets and investments	6,922	2,614
Negative goodwill recognized in P&L	1,301,333	-
Gain (loss) from non-current assets and disposal groups held for sale not classified as discontinued operations	(16,896)	1,309
Pre-tax income (or loss) from continuing operations	1,021,433	99,098
Tax expense or income on earnings from continued operations	91,765	(21,272)
Profit or loss after tax from continuing operations	1,113,198	77,826
Profit or loss after tax from discontinued operations	-	-
Profit/(loss) for the year	1,113,198	77,826

[32] This metric has increased with respect to the year 2020 due to the restructuring costs arising from the Merger, which include, among others, the total costs arising from the redundancy scheme that will affect the Bank's employees.

	For the year ended 31 December	
	2021	2020(1)
Attributable to minority interests (non-controlling interest)	**(4)**	**(5)**
Attributable to owners of the parent company	**1,113,202**	**77,831**
Earnings per share		
Basic earnings per share (€)	**0.544**	**0.045**
Diluted earnings per share (€)	**0.544**	**0.045**

Note:

(1) This information has not been adapted or reclassified because the comparability of the Group's financial information hasn't been affected by the regulatory changes taken place during 2021. See Note 1.5 to the 2021 Consolidated Annual Accounts.

Alternative Performance Measures

This Base Prospectus (and the documents incorporated by reference in this Base Prospectus) contains certain management measures of performance or APMs, which are used by management to evaluate the Group's overall performance or liquidity. These measures are used in the Bank's planning, operational and financial decision-making and are commonly used in the finance sector as indicators to monitor institutions' assets, liabilities and economic/financial positions.

These APMs are not audited, reviewed or subject to review by the Issuer's auditors and are not measures required by, or presented in accordance with, IFRS-EU. Many of these APMs are based on the Issuer's internal estimates, assumptions and calculations. Accordingly, investors are cautioned not to place undue reliance on these APMs.

Furthermore, these APMs, as used by the Issuer, may not be comparable to other similarly titled measures used by other companies. Investors should not consider such APMs in isolation, as alternatives to the information calculated in accordance with IFRS-EU, as indications of operating performance or as measures of the Group's profitability or liquidity. Such APMs must be considered only in addition to, and not as a substitute for or superior to, financial information prepared in accordance with IFRS-EU and investors are advised to review these APMs in conjunction with the audited consolidated annual accounts incorporated by reference in this Base Prospectus.

The Bank believes that the description of these APMs in this Base Prospectus follows and complies with the "ESMA Guidelines on Alternative Performance Measures" dated 5 October 2015.

In respect of the Group, Unicaja Banco's management report in respect of the 2021 Consolidated Annual Accounts (the "**2021 Management Report**") and Unicaja Banco's management report in respect of the 2020 Consolidated Annual Accounts (the "**2020 Management Report**"), both incorporated by reference to this Base Prospectus, contain a list of part of the APMs corresponding to Unicaja Banco used in this Base Prospectus, along with a reconciliation between them and the IFRS indicators or measures presented in the 2021 Consolidated Annual Accounts and the 2020 Consolidated Annual Accounts, as applicable. In respect of Liberbank, the Liberbank 2020 Consolidated Annual Accounts, contain a list of part of the APMs corresponding to Liberbank used in this Base Prospectus, along with a reconciliation between them and the IFRS indicators or measures presented in the Liberbank 2020 Consolidated Annual Accounts.

The table below lists part of the Group's and Liberbank's APMs mentioned throughout the Base Prospectus and includes a reference to the relevant section of the 2021 Management Report, the 2020 Management Report and the Liberbank 2020 Consolidated Annual Accounts where these APMs are described and reconciled:

APMs	Reference to the 2021 Management Report, the 2020 Management Report and the Liberbank 2020 Consolidated Annual Accounts
Customer deposits (non-market) excluding valuation adjustments (*Depósitos de clientes (no mercado) sin ajustes de valoración*)	• **2021 Management Report and 2020 Management Report**: Appendix 1 (*Alternative Performance Measures*) – Loan to Deposits • **Liberbank 2020 Consolidated Annual Accounts**: management report – Section 16 (*Alternative performance measures*) – Loan to deposits
Foreclosed assets coverage ratio (*Cobertura de adjudicados*)	• **2021 Management Report and 2020 Management Report**: Appendix 1 (*Alternative Performance Measures*) – Foreclosed assets coverage
LTD ratio (*ratio "Loan to Deposits"*)	• **2021 Management Report and 2020 Management Report**: Appendix 1 (*Alternative Performance Measures*) – Loan to Deposits • **Liberbank 2020 Consolidated Annual Accounts**: management report – (*Alternative performance measures*) – Loan to deposits.
NPL coverage ratio (*Ratio de cobertura de la morosidad*)	• **2021 Management Report and 2020 Management Report**: Appendix 1 (*Alternative Performance Measures*) – NPL coverage ratio. • **Liberbank 2020 Consolidated Annual Accounts**: management report – Section 16 (*Alternative performance measures*) – NPL Coverage Ratio.
NPL ratio (*Ratio de morosidad*)	• **2021 Management Report and 2020 Management Report**: Appendix 1 (*Alternative Performance Measures*) – NPL ratio. • **Liberbank 2020 Consolidated Annual Accounts**: management report – Section 16 (*Alternative performance measures*) – NPL Ratio.
Performing loans (*Crédito Performing*)	• **2021 Management Report and 2020 Management Report**: Appendix 1 (*Alternative Performance Measures*) – Performing loans.
Wholesale funds (markets) (*Recursos administrados (Mercados)*)	• **2021 Management Report and 2020 Management Report**: Appendix 1 (*Alternative Performance Measures*) – Wholesale funds (markets).

In addition to the APMs included by reference to the 2021 Management Report, the 2020 Management Report and the Liberbank 2020 Consolidated Annual Accounts in accordance with the table above, the list below includes the definition, calculation and relevance of the other APMs used by the Bank in this Base Prospectus:

FOR UNICAJA BANCO

- **Retail funding**

Definition: Aggregate of sight deposits, term deposits (excluding covered bonds) and repos controlled by retail customers.

Relevance: The Bank uses this APM to measure the relevance of consumers deposits on the financing structure of the Group.

	As of 31 December	
	2021	**2020**
	(*€ million*)	
(+) Sight deposits[(1)]	58,424	33,500
(+) Term deposits[(1)] (excluding *covered bonds under the heading "Term Deposits" Transactional value*[(2)])	6,105	4,382
(+) Repos controlled by retail customers[(2)]	182	180
Retail funding[APM]	**64,711**	**38,062**

Notes:—

(1) *Source*: Section 5: Business magnitudes of the consolidated management report included in the 2020 Consolidated Annual Accounts for the information as of 31 December 2020 and Section 3: Highlights of the period of the consolidated management report included in the 2021 Consolidated Annual Accounts for the information as of 31 December 2021.

(2) *Source*: Appendix I of the consolidated management report included in the 2021 Consolidated Annual Accounts and the 2020 Consolidated Annual Accounts and Bank's records, data bases and inventories.

- **Fixed income debt securities**

Definition: Sum of debt securities in the Bank's portfolio.

Relevance: The Bank uses this APM to calculate the amount of fixed income stemming from debt securities.

	As of 31 December	
	2021	**2020**
	(*€ million*)	
(+) Debt securities not held for trading[(1)]	93.8	91.3
(+) Debt securities held for trading[(1)]	1	172
(+) Debt securities designated at fair value[(1)]	670.7	1,091.5
(+) Debt securities measured at amortized cost[(1)]	24,849.7	22,157.4
Fixed income debt securities[APM]	**25,615.2**	**23,512.2**

Notes:—

(1) *Source*: Consolidated balance sheet of the 2021 Consolidated Annual Accounts and the 2020 Consolidated Annual Accounts.

- **Mortgage and consumer lending granted to retail customers**

Definition: Sum of mortgages and lending granted to consumers.

Relevance: The Bank uses this APM as an indicator of the total lending granted to retail customers.

	As of 31 December	
	2021	**2020**
	(*€ million*)	
(+) Mortgages[(1)]	31,090	14,026
(+) Consumer and other[(1)]	2,776	2,511
Mortgage and consumer lending[APM]	**33,866**	**16,537**

Notes:—

(1) *Source*: Section 5: Business magnitudes of the consolidated management report included in the 2020 Consolidated Annual Accounts for the information as of 31 December 2020 and Section 3: Highlights of the period of the consolidated management report included in the 2021 Consolidated Annual Accounts for the information as of 31 December 2021.

- **Other liabilities**

Definition: Portion of total liabilities that do not correspond to retail funding[APM] (as defined and calculated above), public sector customer funds, wholesale funds (markets)[APM] (as defined and calculated in the 2020 Consolidated Annual Accounts), deposits of central banks, deposits of credit institutions and total equity.

Relevance: The Bank uses this APM to calculate the financing structure of the Group.

	As of 31 December	
	2021	**2020**
	(*€ million*)	
(+) Total liabilities and equity[(1)]	115,550	65,544
(-) Retail funding[APM]	64,711	38,062
(-) Customer funds – Public Sector[(2)]	9,259	3,265
(-) Wholesale funds (markets) [APM]	12,222	7,121
(-) Deposits – Central Banks[(1)]	10,291.7	4,998
(-) Total Equity[(1)]	6,326	4,005
(-) Deposits – Credit Institutions[(1)]	6,665	3,805
Other liabilities[APM]	**6,075.3**	**4,287**

Notes:—

(1) *Source*: Consolidated balance sheet of the 2021 Consolidated Annual Accounts and the 2020 Consolidated Annual Accounts.

(2) *Source*: Section 5: Business magnitudes of the consolidated management report included in the 2020 Consolidated Annual Accounts for the information as of 31 December 2020 and Section 3: Highlights of the period of the consolidated management report included in the 2021 Consolidated Annual Accounts for the information as of 31 December 2021.

- **Sovereign risk**

Definition: Sum of financial assets designated at fair value through other comprehensive income and financial assets carried at amortized cost.

Relevance: The Bank uses this APM to calculate the total exposure in order to define its sovereign risk.

	As of 31 December	
	2021	**2020**
	(*€ million*)	
(+) Financial assets designated at fair value through other comprehensive income[(1)]……	598.6	1,000.8
(+) Financial assets carried at amortized cost[(1)].....	22,713	17,996.5
Sovereign risk[APM].....	**23,311.6**	**18,997.3**

Notes:—
(1) *Source*: Note 27 of the 2021 Consolidated Annual Accounts and the 2020 Consolidated Annual Accounts.

- **Variable rate assets and variable rate liabilities**

Definition: These APMs determine the amount of assets and of liabilities, as applicable, which the Bank considers have floating rates.

Relevance: The Bank uses these operating metrics to monitor the sensibility of its balance sheet to movements in interest rates.

Calculation: These metrics cannot be reconciled directly with the Bank's balance sheet. To produce these metrics, the Bank applies to its balance sheet asset liquidity management tools that determine the exposure by type of product and, on the basis of such determination, and based on the Bank's criteria, it is determined which balance sheet line items (both at an asset and liability level) are considered to be variable rate items and therefore are subject to repricing risk.

	As of 31 December 2021	**As of 31 December 2020**
	(*€ million*)	
Variable rate assets[APM]	69,279	36,049
Variable rate liabilities[APM]	42,139	30,806

FOR LIBERBANK

- **Retail deposits**

Definition: Sum of demand deposits and term deposits

Relevance: The Bank uses this APM to measure the relevance of consumers deposits on the financing structure of Liberbank.

	As of 31 December	
	2020	**2019**
	(*€ million*)	
(+) Demand deposits [(1)].....	20,842	18,066
(+) Term deposits [(1)].....	3,644	4,783
Retail deposits[APM].....	**24,487**	**22,849**

Notes:—
(1) *Source*: Liberbank's fourth quarter 2020 financial report.

- **Wholesale funds (markets)**

Definition: Sum of covered bonds (non-retained), Bonds and EMTNs and Tier 2 Issuance.

Relevance: The Bank uses this APM to define the total balance of wholesale funds managed by Liberbank in capital markets transactions.

	As of 31 December	
	2020	**2019**
	(*€ million*)	
(+) Covered bonds (non-retained)[(1)]	3,593	3,479
(+) Bonds and EMTNs[(1)]	95	95
(+) Tier 2 Issuance[(2)]	300	300
Wholesale funds (markets)[APM]	**3,988**	**3,874**

Notes:—
(1) *Source*: Liberbank's fourth quarter 2020 financial report.
(2) *Source*: Note 18 of Liberbank 2020 Consolidated Annual Accounts.

- **Deposits and repos from credit institutions**

Definition: Sum of repurchase agreements and deposits in credit institutions.

Relevance: The Bank use this APM to measure the total amount of deposits and repos from credit institutions of Liberbank.

	As of 31 December	
	2020	**2019**
	(*€ million*)	
(+) Repurchase agreements[(1)]	4,240	2,941
(+) Deposits in credit institutions[(2)]	2,293	2,483
Deposits and repos from credit institutions[APM]	**6,533**	**5,424**

Notes:—
(1) *Source*: Liberbank's fourth quarter 2020 financial report.
(2) *Source*: consolidated balance sheet of Liberbank 2020 Consolidated Annual Accounts.

- **Other liabilities**

Definition: Portion of total liabilities that do not correspond to retail deposits[APM] (as defined and calculated above), public sector customer funds, wholesale funds (markets)[APM] (as defined and calculated above), deposits of central banks, deposits of credit institutions[APM] (as defined and calculated above) and total equity.

Relevance: The Bank use this APM to measure the total amount of deposits and repos from credit institutions of Liberbank.

	As of 31 December	
	2020	**2019**
	(*€ million*)	
(+) Total liabilities and equity[(1)]	47,510	41,947
(-) Retail deposits[APM]	24,487	22,849
(-) Customer funds – Public Sector[(2)]	2,309	1,825

(-) Wholesale funds (markets) [APM]	3,988	3,874
(-) Deposits – Central Banks[(3)]	4,464	2,896
(-) Total Equity[(3)]	3,352	3,114
(-) Deposits – Credit Institutions [APM]	6,533	5,424
Other liabilities[APM]	**2,375**	**1,965**

Notes:—
(1) *Source*: Liberbank's fourth quarter 2020 financial report.
(2) *Source*: Note 18 of Liberbank 2020 Consolidated Annual Accounts.
(3) *Source*: consolidated balance sheet of Liberbank 2020 Consolidated Annual Accounts.

- **Refinance and restructured gross loans**

Definition: Sum of refinance and restructured gross loans with and without security interest.

Relevance: The Bank uses this APM to measure the total amount of refinance and restructure gross loans of Liberbank.

	As of 31 December	
	2020	**2019**
	(*€ million*)	
(+) Refinance and restructured gross loans without security interest[(1)]	59.6	59.8
(+) Refinance and restructured gross loans with security interest [(1)]	308.2	334.8
Refinance and restructured gross loans[APM]	**367.8**	**394.6**

Notes:—
(1) *Source*: Note 3.2.4 of Liberbank 2020 Consolidated Annual Accounts.

- **Foreclosed assets coverage ratio**

Definition: Percentage of total coverage of gross debt of real estate assets.

Relevance: The Bank uses this APM to show the extent to which foreclosed real estate assets of Liberbank are covered.

	As of 31 December	
	2020	**2019**
	(*€ million*)	
(1) Total coverage [(1)]	660.8	695,8
(2) Gross debt of real estate assets from financing for construction and real estate development[(1)]	1,333.6	1,485.6
(1/2) Foreclosed assets coverage ratio[APM]	**49.5%**	**46.8%**

Notes:—
(1) *Source*: Note 3.2.9 of Liberbank 2020 Consolidated Annual Accounts.

- **Variable rate assets and variable rate liabilities**

Definition: These APMs determine the amount of assets and of liabilities of Liberbank, as applicable, which the Bank considers have floating rates.

Relevance: The Bank uses these operating metrics to monitor the sensibility of Liberbank's balance sheet to movements in interest rates.

Calculation: These metrics cannot be reconciled directly with Liberbank's balance sheet. To produce these metrics, the Bank applies to the balance sheet asset liquidity management tools that determine the exposure by type of product and, on the basis of such determination, and based on the Bank's criteria, it is determined which balance sheet line items (both at an asset and liability level) are considered to be variable rate items and therefore are subject to repricing risk.

	As of 31 December 2020
	(*€ million*)
Variable rate assets[APM]	20,171
Variable rate liabilities[APM]	10,949.4

CAPITAL, LIQUIDITY AND FUNDING REQUIREMENTS AND LOSS ABSORBING POWERS

The regulatory framework regarding the solvency of credit entities (which includes requirements to hold a certain level of own funds) is established by Directive 2013/36/EU of the European Parliament and of the Council of 26 June 2013 on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms, amending Directive 2002/87/EC and repealing Directives 2006/48/EC and 2006/49/EC (as amended, "**CRD IV Directive**"), Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms and amending Regulation (EU) No 648/2012 (as amended, "**CRR I**") and any CRD IV Implementing Measures (as this term is defined in the Conditions of the Notes, and together with CRR I and the CRD IV Directive, "**CRD IV**"). The implementation of the CRD IV Directive in Spain took place through Royal Decree-Law 14/2013, of 29 November, on urgent measures to adapt Spanish law to EU regulations on the subject of supervision and solvency of financial entities, Law 10/2014, of 26 June, on regulation, supervision and solvency of credit institutions ("**Law 10/2014**"), Royal Decree 84/2015, of 13 February, implementing Law 10/2014 (the "**Royal Decree 84/2015**") and Bank of Spain Circulars 2/2014, of 31 January, and 2/2016, of 2 February, to credit entities, on supervision and solvency, which completes the adaptation of Spanish law to CRR I and CRD IV Directive (the "**Bank of Spain Circular 2/2016**").

Directive 2014/59/EU of the European Parliament and of the Council of 15 May 2014 establishing a framework for the recovery and resolution of credit institutions and investment firms (as amended, the "**BRRD**"), that has been implemented in Spain through Law 11/2015 and Royal Decree 1012/2015, also establishes certain requirements in terms of MREL.

On 23 November 2016, the European Commission presented a comprehensive package of reforms amending CRR I, the CRD IV Directive, BRRD and 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 (the "**SRM Regulation**"). On 14 May 2019 the text was formally approved by the Council of the European Union. On 7 June 2019 the following regulations were published: (i) Directive (EU) 2019/878 of the European Parliament and of the Council of 20 May 2019 (as amended, replaced or supplemented from time to time, the "**CRD V Directive**") amending the CRD IV Directive, (ii) Directive (EU) 2019/879 of the European Parliament and of the European Council of 20 May 2019 (as amended, replaced or supplemented from time to time, "**BRRD II**") amending, among other things, the BRRD as regards the loss-absorbing and recapitalisation capacity of credit institutions and investment firms, (iii) Regulation (EU) 2019/876 of the European Parliament and of the Council of 20 May 2019 (as amended, replaced or supplemented from time to time, "**CRR II**") amending, among other things, the CRR I as regards the leverage ratio, the net stable funding ratio, requirements for own funds and eligible liabilities, counterparty credit risk, market risk, exposures to central counterparties, exposures to collective investment undertakings, large exposures, and reporting and disclosure requirements, and (iv) Regulation (EU) 2019/877 of the European Parliament and of the Council of 20 May 2019 (as amended, replaced or supplemented from time to time, the "**SRM Regulation II**") amending the SRM Regulation as regards the loss-absorbing and recapitalisation capacity of credit institutions and investment firms (the CRD V Directive, BRRD II, CRR II and the SRM Regulation II, the "**EU Banking Reforms**"). The EU Banking Reforms entered into force on 27 June 2019 and apply since 29 December 2020, other than in the case of CRR II where a two-year period was provided for, subject to certain exceptions.

The CRD V Directive and the BRRD II have been implemented into Spanish law through Royal Decree-Law 7/2021, of 27 April, ("**RDL 7/2021**") which has amended, amongst others, Law 10/2014 and Law 11/2015, Royal Decree 970/2021, of 8 November, which amended Royal Decree 84/2015, Royal Decree 1041/2021, of 24 November, which amended Royal Decree 1012/2015 and certain Circulars of the Bank of Spain. Despite the

fact that RDL 7/2021 is generally enforceable since 29 April 2021, the Spanish Parliament decided on 19 May 2021 to process it as a Law and so RDL 7/2021 provisions may be subject to changes. In addition and given the recent implementation of the CRD V Directive and the BRRD II, there is uncertainty as to how the EU Banking Reforms will be applied by the relevant authorities.

The package of reforms presented by the European Commission on 23 November 2016 included a proposal to create a new asset class of "non preferred" senior debt. On 27 December 2017, Directive 2017/2399 amending Directive 2014/59/EU as regards the ranking of unsecured debt instruments in insolvency hierarchy was published in the Official Journal of the European Union. Before that, Royal Decree-Law 11/2017, of 23 June, approving urgent measures on financial matters created in Spain the new asset class of senior non preferred debt.

In addition, in reaction to the COVID-19 outbreak, in June 2020 the European Parliament and the Council of the European Union adopted a banking package (the "**COVID-19 Banking Package**") that provides targeted and exceptional legislative changes to CRR II intended to allow credit institutions to fully play their role in managing the economic shock that stems from the COVID-19 pandemic by fostering credit flows. The targeted amendments concern, among others: (i) the introduction in advance of some capital relief measures for banks under CRR II; (ii) changes to the calculation of the leverage ratio; and (iii) changes to the minimum amount of capital that banks are required to hold for NPLs under the "prudential backstop".

Moreover, on 26 January 2021, the European Commission launched a targeted public consultation on technical aspects on a new review of BRRD ("**BRRD III**"), the SRM Regulation ("**SRM Regulation III**"), and Directive 2014/49/EU of the European Parliament and of the Council of 16 April 2014 on deposit guarantee schemes ("**DGSD II**"). The consultation was 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 harmonisation of creditor hierarchy in the EU and impact on no creditor worse-off principle, and (iii) depositor insurance. No agreement was reached on potential changes during the public consultation, and therefore further work will be needed and legislative proposals on this are only expected during 2022.

Additionally, on 27 October 2021, the European Commission published legislative proposals amending CRR I and the CRD IV Directive, as well as a separate legislative proposal amending CRR I and BRRD in the area of resolution. In particular, these legislative proposals are the following: (i) Directive of the European Parliament and of the Council amending CRD IV 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 I 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 I and BRRD as regards the prudential treatment of global systemically important institution groups with a multiple point of entry resolution strategy and a methodology for the indirect subscription of instruments eligible for meeting the minimum requirement for own funds and eligible liabilities. These legislative proposals will need to follow the ordinary legislative procedure to become binding EU law. The average length of the ordinary legislative procedure is of around 18 months. However, the timing for the final implementation of these legislative proposals is unclear as of the date of this Base Prospectus. The final package of new legislation may not include all elements currently set out in the proposal and new or amended elements may be introduced through the course of the legislative process.

Capital requirements

Under CRD IV, Unicaja Banco and the Group are required to hold a minimum 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 (together, the "**minimum "Pillar 1" capital requirements**").

Moreover, Article 104 of CRD IV Directive, as implemented in Spain by Article 68 of Law 10/2014 and 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 (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. This may result in the imposition of additional capital requirements on Unicaja Banco and/or the Group pursuant to this "Pillar 2" framework. Following the introduction of the SSM, the ECB is in charge of assessing additional "Pillar 2" capital requirements ("**P2R**") through the supervisory review and evaluation process (the "**SREP**") assessments to be carried out at least on an annual basis (accordingly requirements may change from year to year).

In addition to the minimum "Pillar 1" capital requirements and the P2R, credit institutions must comply with the "combined buffer requirement" set out in the CRD IV Directive as implemented in Spain. The "combined buffer requirement" has introduced 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-SII**") buffer which shall not be 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 competent authority).

The Bank has not been classified as G-SII or as O-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 or the O-SII buffer. In addition, the Bank of Spain agreed to maintain the countercyclical capital buffer applicable to credit exposures in Spain at 0% for the second quarter of 2022 (requirements will be revised each quarter). Some or all of the other buffers may also apply to the Bank from time to time as determined by the Bank of Spain, the ECB or any other competent authority.

As set out in the "Opinion of the European Banking Authority on the interaction of "Pillar 1", "Pillar 2" and combined buffer requirements and restrictions on distributions" published on 16 December 2015, competent authorities should ensure that the CET1 capital to be taken into account in determining the CET1 capital available to meet the "combined buffer requirement" for the purposes of the Maximum Distributable Amount (as defined below) calculation is limited to the amount not used to meet the minimum "Pillar 1" capital requirements and the P2R of the institution and, accordingly, the "combined buffer requirement" is in addition to the minimum "Pillar 1" capital requirement and to the P2R, and therefore it would be the first layer of capital to be eroded pursuant to the applicable stacking order. CRD V Directive clarifies that P2R should be positioned in the relevant stacking order of own funds requirements above the minimum "Pillar 1" capital requirements and below the "combined buffer requirement" or the leverage ratio buffer requirement, as relevant. In addition, CRD V Directive also 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.

According to Article 48 of Law 10/2014, Article 73 of Royal Decree 84/2015 and Rule 24 of Bank of Spain Circular 2/2016, those entities failing to meet the "combined buffer requirement" or making a distribution in connection with CET1 capital to an extent that would decrease its CET1 capital to a level where the "combined buffer requirement" is no longer met will be subject to restrictions on (i) distributions relating to CET1 capital, (ii) payments in respect of variable remuneration or discretionary pension revenues and (iii) distributions relating to Additional Tier 1 capital instruments, until the maximum distributable amount calculated according to CRD IV (i.e., the firm's "distributable profits", calculated in accordance with CRD IV, multiplied by a factor dependent on the extent of the shortfall in CET1 capital) (the "**Maximum Distributable Amount**") has been calculated and communicated to the Bank of Spain. Thereafter, any such distributions or payments will be subject to such Maximum Distributable Amount for entities (a) not meeting the "combined buffer requirement" or (b) in relation to which the Bank of Spain has adopted any of the measures set forth in Article 68.2 of Law 10/2014 aimed at strengthening own funds or limiting or prohibiting the distribution of dividends.

In accordance with Article 73 of Royal Decree 84/2015 and Rule 24 of the Bank of Spain Circular 2/2016, restrictions of discretionary payments will be scaled according to the extent of the breach of the "combined buffer requirement" and calculated as a percentage of the profits of the institution generated since the last annual decision on the distribution of profits. Such calculation will result in a "Maximum Distributable Amount" in each relevant period. As an example, the scaling is such that in the bottom quartile of the combined buffer requirement, no "discretionary payments" will be permitted to be made. As a consequence, in the event of breach of the "combined buffer requirement" (including where additional capital requirements are imposed that have the result of increasing the regulatory minimum required under CRD IV) it may be necessary to reduce discretionary payments (in whole or in part).

In addition, a new Article 16.a) of the BRRD, as recently amended by BRRD II, better clarifies the stacking order between the "combined buffer requirement" and the MREL requirement. Pursuant to this new provision, a resolution authority will have the power to prohibit an entity from distributing the "maximum distributable amount" for own funds and eligible liabilities (calculated in accordance with the new Article 16.a)(4) of the BRRD) (the "**MREL-Maximum Distributable Amount Provision**") through distribution of dividends, variable remuneration and payments to holders of Additional Tier 1 Instruments, where it meets the "combined buffer requirement" but fails to meet that "combined buffer requirement" when considered in addition to the MREL requirements. The referred Article 16.a) of the BRRD includes a potential nine-month grace period whereby the resolution authority will assess on a monthly basis whether to exercise its powers under the MREL-Maximum Distributable Amount Provision before such resolution authority is compelled to exercise its power under the provisions (subject to certain limited exceptions). The MREL-Maximum Distributable Amount Provision is fully applicable from 1 January 2022.

As communicated by the EBA on 1 July 2016 and included in the CRD V Directive, in addition to the minimum "Pillar 1" capital requirements, the P2R and the "combined buffer requirements", the supervisor can also set a "Pillar 2" capital guidance ("**P2G**"). Thus, SREP decisions of 2016 onwards differentiate between P2R and P2G. While P2R are binding requirements and breaches can have direct legal consequences for the banks, P2G is not directly binding and a failure to meet it does not automatically trigger legal action, even though the ECB expects banks to meet P2G. Following this clarification, the clarifications contained in the "EBA Pillar 2 Roadmap" (April 2017) and the guidelines on the revised common procedures and methodologies for the SREP and supervisor stress testing published by the EBA on 19 July 2018, banks are expected to meet the P2G with CET1 capital on top of the level of binding capital requirements ("Pillar 1" capital requirements, P2R and the "combined buffer requirements"). Under the EU Banking Reforms, the P2G is not relevant for the purposes of triggering the automatic restriction of the discretionary payments and calculation of the Maximum Distributable Amount. CRD V provides that when an institution repeatedly fails to meet the P2G, the competent authority should be entitled to take supervisory measures and, where appropriate, to impose additional own funds requirements.

In reaction to the COVID-19 outbreak, on 12 March 2020 the ECB announced measures, which are still in force as of the date of this Base Prospectus, expected to provide capital relief to banks in support of the economy. These measures include the permission to (i) operate temporarily below the level of capital defined by P2G, the "capital conservation buffer" and the LCR and (ii) use capital instruments that do not qualify as CET1 (for example Additional Tier 1 Instruments and Tier 2 Instruments) to meet P2R[33]. Also on that date, the EBA announced its decision to postpone the EU-wide stress test exercise to 2021 to allow banks to prioritise operational continuity and has announced that flexibility will guide supervisory approaches. On 10 February 2022, the ECB announced that it will not extend capital and leverage relief due to the COVID-19 pandemic and therefore institutions are once again expected to operate above P2G from 1 January 2023 and will need to reinclude certain central bank exposures in the leverage ratio from 1 April 2022

In addition to the statements on using flexibility within accounting and prudential rules, such as those made by the Basel Committee on Banking Supervision ("**BCBS**"), the EBA and the ECB, amongst others, the European Commission proposed a few targeted "quick fix" amendments to the EU's banking prudential rules in order to maximise the ability of banks to lend and absorb losses related to COVID-19. On 28 June 2020, Regulation 2020/873 of the European Parliament and of the Council of 24 June amending CRR I and CRR II as regards certain adjustments in response to the COVID-19 pandemic ("**Quick Fix**") entered into force setting out exceptional temporary measures, which are still applicable as of the date of this Base Prospectus until 31 December 2022, to alleviate the immediate impact of COVID-19-related developments, by adapting the timeline of the application of international accounting standards on banks' capital, by treating more favourably public guarantees granted during this crisis, by postponing the date of application of the leverage ratio buffer**,** by setting a temporary prudential filter to mitigate the considerable negative impact of the volatility in central government debt markets during the COVID-19 pandemic on institutions, by modifying the way of excluding certain exposures from the calculation of the leverage ratio[34], by advancing the date of application of several agreed measures that incentivise banks to finance employees, SMEs and infrastructure projects and by aligning the minimum coverage requirements for NPLs that benefit from public guarantees with those that benefit from guarantees granted by official export credit agencies (among others).

On 4 May 2022, the Bank was informed by the ECB of the results of the SREP, which include the supervisory decision regarding capital requirements applicable to the Group for 2022 (applicable both at an individual and consolidated level). The details of these phased in capital requirements are described below:

	CET1 ratio	**Total capital**
Pillar 1	4.50%	8.00%
Pillar 2 (P2R)[35]	1.21%	2.15%
Conservation buffer	2.50%	2.50%
Other buffers	0.00%	0.00%
Total requirement	**8.21%**	**12.65%**

The table below sets out the Group's capital position as of 31 December 2021 and 31 December 2020:

[33] 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. Before the CRD V Directive, and prior to their decision on 12 March 2020 related to the COVID-19 pandemic, the ECB required P2R to be covered with CET1 in its entirety.

[34] On 18 June 2021 the ECB determined that exceptional circumstances continue to exist to warrant the exclusion of the central bank exposures listed in the Quick Fix.

[35] P2R only applies at a consolidated level.

	31 December 2021[36]		31 December 2020	
	Phased in	**Fully-loaded**	**Phased in**	**Fully-loaded**
CET1 ratio.....	13.6%	12.5%	16.6%	15.0%
T1 ratio.....	15.2%	14.1%	16.8%	15.2%
Total capital ratio	16.8%	15.8%	18.2%	16.6%

As of 31 March 2022, the Group's capital position[37] was as follows: a phased in CET1 ratio of 13.3% (12.6% fully loaded), a phased in T1 ratio of 14.9% (14.2% fully loaded) and a phased in Total capital ratio of 16.6% (15.9% fully loaded).

As of 31 December 2021, the RWAs of the Group amounted to €35,291 million (€22,492 million as of 31 December 2020).

Any failure by the Bank or by the Group to comply with its regulatory capital requirements could result in the imposition of administrative actions or sanctions, such as further P2Rs or the adoption of any early intervention or, ultimately, resolution measures by resolution authorities pursuant to Law 11/2015, which, together with Royal Decree 1012/2015 have implemented BRRD into Spanish law. See "*Risk Factors—Risks relating to the Issuer and the Group—Legal, Regulatory and Compliance Risks—Increasingly onerous capital, liquidity and funding requirements constitute one of the Group's main regulatory challenges*".

Leverage ratio

In addition to the above, Article 429 of the CRR I requires institutions to calculate their leverage ratio ("**LR**") in accordance with the methodology laid down in that article. The EU Banking Reforms contain a binding 3% Tier 1 LR requirement, that has been added to the own funds requirements in Article 92 of the CRR I, and which institutions must meet in addition to their risk-based requirements.

This LR requirement is a parallel requirement to the risk-based own funds requirements described above. Thus, any additional own funds requirements may be imposed by competent authorities to address the risk of excessive leverage, these requirements should be added to the minimum leverage ratio requirement (and not to the minimum risk based own funds requirement). Furthermore, 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".

The table below sets out the Group's LRs as of 31 December 2021 and 31 December 2020:

	31 December 2021		31 December 2020	
	Phased in	**Fully-loaded**	**Phased in**	**Fully-loaded**
Leverage ratio.....	5.44%	5.04%	6.1%	5.5%

[36] Capital ratios as of December 2021 include the profit for the year ended 31 December 2021, which is pending to be approved by the ECB.

[37] Capital ratios as of March 2022 include the profit for the period ended 31 March 2022, which is pending to be approved by the ECB.

MREL requirements

In addition to the minimum capital requirements under CRD IV, the BRRD regime prescribes that banks shall hold a minimum level of capital and eligible liabilities. 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 BRRD II, it shall be expressed as a percentage of the total risk exposure amount or the total exposure measure of the institution, calculated in each case in accordance with CRR I). 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. The resolution authority for the Bank is the SRB. 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).

The EU Banking Reforms further include, as part of MREL, a new subordination requirement of eligible instruments for G-SIIs and "top tier" banks involving a minimum MREL "Pillar 1" subordination requirement and an institution specific MREL "Pillar 2" subordination requirement. This "Pillar 1" subordination requirement shall be satisfied with own funds and other eligible MREL instruments (which MREL instruments may not for these purposes be senior debt instruments and only MREL instruments constituting "non-preferred" senior debt under the new insolvency hierarchy introduced in Spain by RDL 11/2017 will be eligible for compliance with the subordination requirement). Resolution authorities may also impose "Pillar 2" subordination requirements (including to institutions not constituting G-SIIs or "top tier" banks), which would be determined on a case-by-case basis but subject to certain caps.

In February 2021 Unicaja Banco received a formal communication from the Bank of Spain regarding the MREL requirement on a consolidated basis, as determined by the SRB. In accordance with such communication, Unicaja Banco must comply by 1 January 2024 with a minimum of own funds and eligible liabilities of 18.01% of the TREA (excluding the capital allocated to cover the "combined buffer requirement") and 5.24% of the LRE. As for the intermediate requirement, the SRB has decided that, by 1 January 2022, Unicaja Banco must comply with an amount of own funds and eligible liabilities on a consolidated basis equal to 15.63% of the TREA (excluding the capital allocated to cover the "combined buffer requirement") and 5.24% of the LRE. The MREL requirement is aligned with the Bank's expectations and the funding plan as described in its strategic plan. As of 31 December 2021, Unicaja Banco reached a MREL ratio of 18.68% of the TREA and 6.71% of the LRE at consolidated level.

According to the EU Banking Reforms, any failure by an institution to meet the applicable minimum MREL requirements will be treated similarly as a failure to meet minimum regulatory capital requirements, where resolution authorities must ensure that they intervene and place an institution into resolution sufficiently early if it is deemed to be failing or likely to fail and there is no reasonable prospect of recovery.

If any Relevant Resolution Authority (as defined below) finds that there could exist any obstacles to resolvability of the Bank and/or the Group, a higher MREL could be imposed. In addition, as of the date of this Base Prospectus, no information on the MREL requirement for the Group resulting from the Merger is available.

Liquidity requirements

The Group should also comply with the liquidity coverage ratio ("**LCR**") requirements provided in CRR I . The LCR is the short-term indicator which expresses the ratio between the amount of available assets readily monetizable (cash and the readily liquidable securities held by the Group) and the net cash imbalance accumulated over a 30-day liquidity stress period. It is a quantitative liquidity standard designed to ensure that banks have sufficient high-quality liquid assets to cover expected net cash outflows over a 30-day liquidity stress period. Since 1 January 2018, the entities to which this standard applies (including the Group) must

comply with 100% of the applicable LCR requirement. The LCR of the Group was 307% as of 31 December 2021 (310% as of 31 December 2020), above the regulatory minimum requirement of 100%.

The BCBS' net stable funding ratio ("**NSFR**") is the 12-month structural liquidity indicator which corresponds to the ratio between the available amount of stable funding and the statutory amount of stable funding. It has been developed to provide a sustainable maturity structure of assets and liabilities such that banks maintain a stable funding profile in relation to their on- and off-balance sheet activities that reduces the likelihood that disruptions to a bank's regular sources of funding will erode its liquidity position in a way that could increase the risk of its failure. The BCBS contemplated in the Basel III phase-in arrangements document that the NSFR, including any revisions, would be implemented by member countries as a minimum standard by 1 January 2018, with no phase-in scheduled. The EU Banking Reforms contain the implementation of the BCBS standard on NSFR introducing some adjustments. The NSFR ratio of the Group was 142% as of 31 December 2021 (142% as of 31 December 2020), above the regulatory minimum requirement of 100%.

Loss absorbing powers by the Relevant Resolution Authority under Law 11/2015 and the SRM Regulation

The BRRD (which has been implemented in Spain through Law 11/2015 and Royal Decree 1012/2015) is designed to provide authorities with a credible set of tools to intervene sufficiently early and quickly in unsound or failing credit institutions or investment firms (each an "**institution**") so as to ensure the continuity of the institution's critical financial and economic functions, while minimising the impact of an institution's failure on the economy and financial system.

In accordance with Article 20 of Law 11/2015, an institution will be considered as failing or likely to fail in any of the following circumstances: (i) it is, or is likely in the near future to be, in significant breach of its solvency or any other requirements necessary for maintaining its authorisation; (ii) its assets are, or are likely in the near future to be, less than its liabilities; (iii) it is, or is likely in the near future to be, unable to pay its debts as they fall due; or (iv) it requires extraordinary public financial support (except in limited circumstances). The determination that an institution is no longer viable may depend on a number of factors which may be outside of that institution's control.

As provided in the BRRD, Law 11/2015 contains four resolution tools and powers which may be used alone or in combination where the FROB, the SRB established pursuant to the SRM Regulation, as the case may be and according to Law 11/2015, the Bank of Spain or the CNMV, or any other entity with the authority to exercise any such tools and powers from time to time or to perform the role of a primary bank resolution authority (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 includes certain elements of the Spanish Bail-in Power (as defined below). The bail-in 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.

The "**Spanish Bail-in Power**" is any write down, conversion, transfer, modification, or suspension power existing from time to time under, and exercised in compliance with any laws, regulations, rules or requirements in effect in Spain, relating to the transposition of the BRRD, as amended from time to time, including, but not limited to (i) Law 11/2015, as amended from time to time, (ii) Royal Decree 1012/2015, as amended from time to time, (iii) the SRM Regulation, as amended from time to time, and (iv) any other instruments, rules or standards made in connection with either (i), (ii) or (iii), pursuant to which any obligation of an institution can be reduced, cancelled, modified, or converted into shares, other securities, or other obligations of such institution or any other person (or suspended for a temporary period).

In accordance with Article 48 of Law 11/2015 (and subject to any exclusions that may be applied by the Relevant Resolution Authority under Article 43 of Law 11/2015, in addition to the mandatory exclusions set forth in Article 27.3 of the SRM Regulation and in 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 recapitalisation, the sequence of any resulting write down or conversion shall be as follows: (i) CET1 items; (ii) the principal amount of Additional Tier 1 Instruments; (iii) the principal amount of Tier 2 Instruments; (iv) the principal amount of other subordinated claims that do not qualify as Additional Tier 1 Capital or Tier 2 capital and (v) the principal or outstanding amount of bail-inable liabilities 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 of which the institution forms part ("**Non-Viability Loss Absorption**") of an institution or a group. 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. Non-Viability Loss Absorption may be imposed prior to or in combination with any exercise of any other Spanish Bail-in Power or any other resolution tool or power (where the conditions for resolution referred to above are met).

In accordance with Article 64.1(i) of Law 11/2015, the Relevant Resolution Authority has also the power to alter the amount of interest payable under debt instruments and other bail-inable liabilities of institutions subject to resolution proceedings and the date on which the interest becomes payable under the debt instrument (including the power to suspend payment for a temporary period).

Prudential treatment of NPLs

On 15 March 2018, the ECB published the addendum (the "**Addendum**") to the ECB Guidance to banks on NPLs published on 20 March 2017 (the "**NPL Guidance**"). The Addendum specifies the ECB's supervisory expectations for prudent levels of provisions for new NPLs, it is non-binding but will serve as the basis for the supervisory dialogue between the significant banks and ECB banking supervision. The ECB assesses any differences between banks' practices and the prudential provisioning expectations laid out in the Addendum at least annually. During the supervisory dialogue, the ECB discusses with each bank divergences from the prudential provisioning expectations laid out in the addendum. After this dialogue and taking into account the bank's specific situation, ECB Banking Supervision decides, on a case-by-case basis, whether and which supervisory measures are appropriate. The result of this dialogue will be incorporated, for the first time, in the

2021 SREP. In addition, in a press release dated 11 July 2018, the ECB announced that, in order to address the stock of NPLs and with the aim of achieving the same coverage of NPL stock and flow over the medium term, it would set bank-specific supervisory expectations for the provisioning of NPLs. Such supervisory expectations for NPL provisioning, which are part of the ongoing supervisory dialogue, will add more pressure on financial results.

As part of the EU Commission's package of measures aimed at addressing the risks related to high levels of NPLs in Europe, Regulation (EU) 2019/630 of the European Parliament and of the Council of 17 April 2019 amends CRR I as regards minimum loss coverage for non-performing exposures ("**NPEs**"), introducing a clear set of conditions for the classification of NPEs. This regulation establishes clear criteria on the determination of NPEs, the concept of forbearance measures, deduction for NPEs and treatment of expected loss amounts.

Besides the measures contained in the COVID-19 Banking Package, in connection with the measures adopted in reaction to the COVID-19 outbreak and more specifically in connection with the measures announced by the ECB to ensure that its directly supervised banks can continue to fulfil their role to fund households and corporations, the ECB announced additional measures introducing supervisory flexibility regarding the treatment of NPLs, in particular to allow banks to fully benefit from guarantees and moratoriums put in place by public authorities to tackle the current distress. In light of that scenario, the EBA has also issued statements regarding the prudential framework in relation to the classification of loans in default, classification of exposures under the definition of forbearance or as defaulted under distressed restructuring, and their accounting treatment. In particular, the EBA has clarified that generalised payment delays due to legislative initiatives and addressed to all borrowers do not lead to any automatic classification in default, forborne or unlikeliness to pay (individual assessments of the likeliness to pay should be prioritized) and has clarified the requirements for public and private moratoria, which if fulfilled, are expected to help avoid the classification of exposures under the definition of forbearance or as defaulted under distressed restructuring.

TAXATION

The following is a general description of certain Spanish tax considerations relating to the Notes. It does not purport to be a complete analysis of all tax considerations relating to the Notes whether in those countries or elsewhere. Prospective purchasers of Notes should consult their own tax advisers as to the consequences under the tax laws of the country of which they are resident for tax purposes and the tax laws of Spain of acquiring, holding and disposing of Notes and receiving payments of interest, principal and/or other amounts under the Notes. This summary is based upon the law as in effect on the date of this Base Prospectus and is subject to any change in law that may take effect after such date.

Also investors should note that the appointment by an investor in Notes, or any person through which an investor holds Notes, of a custodian, collection agent or similar person in relation to such Notes in any jurisdiction may have tax implications. Investors should consult their own tax advisers in relation to the tax consequences for them of any such appointment.

Spanish tax considerations

The following summary describes the main Spanish tax implications arising in connection with the acquisition and holding of the Notes by individuals or entities who are the beneficial owners of the Notes. The information provided below does not purport to be a complete analysis of the tax law and practice currently applicable in Spain, and it is not intended to be, nor should it be construed to be, legal or tax advice, and does not address all the tax consequences applicable to all categories of investors, some of which (such as look through entities or Holders by reason of employment) may be subject to special rules.

All the tax consequences described in this section are based on the general assumption that the Notes are initially registered for clearance and settlement in Iberclear.

Prospective purchasers of the Notes 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 Notes.

This information has been prepared in accordance with the following Spanish tax legislation in force at the date of this Base Prospectus:

(a) of general application, the First Additional Provision of Law 10/2014, as well as Royal Decree 1065/2007, of 27 July, approving the General Regulations of the tax inspection and management procedures and developing the common rules of the procedures to apply taxes, as amended by Royal Decree 1145/2011 of 29 July ("**Royal Decree 1065/2007**");

(b) for individuals resident for tax purposes in Spain who are personal income tax ("**PIT**") taxpayers, Law 35/2006, of 28 November, on the PIT and on the partial amendment of the Corporate Income Tax Law, Non-Resident Income Tax Law and Wealth Tax Law, as amended (the "**PIT Law**"), and Royal Decree 439/2007, of 30 March, approving the PIT Regulations, as amended (the "**PIT Regulations**") by Royal Decree 633/2015, of 10 July, along with Law 19/1991, of 6 June, on Wealth Tax, as amended, and Law 29/1987, of 18 December, on Inheritance and Gift Tax, as amended;

(c) for legal entities resident for tax purposes in Spain which are Corporate Income Tax ("**CIT**") taxpayers, the **CIT Law**, and Royal Decree 634/2015, of 10 July, promulgating the CIT Regulations, as amended (the "**CIT Regulations**"); and

(d) for individuals and entities who are not resident for tax purposes in Spain which are Non-Resident Income Tax ("**NRIT**") taxpayers, Royal Legislative Decree 5/2004, of 5 March, promulgating the Consolidated Text of the NRIT Law, as amended ("**NRIT Law**") and Royal Decree 1776/2004, of 30

July, promulgating the NRIT Regulations, as amended ("**NRIT Regulations**") along with Law 19/1991, of 6 June, on Wealth Tax as amended and Law 29/1987, of 18 December, on Inheritance and Gift Tax, as amended.

Tax treatment of the Notes

Indirect taxation

Whatever the nature and residence of the Holder, the acquisition and transfer of Notes will be exempt from indirect taxes in Spain, i.e. exempt from Transfer Tax and Stamp Duty, in accordance with the Consolidated Text of such tax promulgated by Royal Legislative Decree 1/1993, dated 24 September 1993 and exempt from Value Added Tax, in accordance with Law 37/1992, dated 28 December 1992 regulating such tax.

Unicaja Banco understands that the Notes should be deemed as financial assets with an explicit yield for Spanish tax purposes, according to Article 91 of the PIT Regulations and Article 63 of the CIT Regulations.

Direct taxation

(a) Individuals with tax residency in Spain

Personal Income Tax (*Impuesto sobre la Renta de las Personas Físicas*)

Both interest periodically received and income derived from the transfer, redemption or repayment of the Notes constitute a return on investment obtained from the transfer of own capital to third parties in accordance with the provisions of Section 25.2 of the PIT Law, and must be included in each investor's savings income and taxed at the tax rate applicable from time to time, currently 19% for taxable income up to €6,000; 21% for taxable income between €6,000.01 and €50,000; 23% for taxable income between €50,000.01 and €200,000 and 26% for taxable income exceeding €200,000.

Income from the transfer of the Notes is computed as the difference between their transfer value and their acquisition or subscription value. Also, ancillary acquisition and disposal charges are taken into account, insofar as adequately evidenced, in calculating the income.

Negative income derived from the transfer of the Notes, in the event that the investor had acquired other homogeneous securities within the two months prior or subsequent to such transfer or exchange, shall be included in his or her PIT base as and when the remaining homogeneous securities are transferred.

When calculating the net income, expenses related to the management and deposit of the Notes will be deductible, excluding those pertaining to discretionary or individual portfolio management.

A (current) 19% withholding on account of PIT will be imposed by Unicaja Banco on interest payments as well as on income derived from the redemption or repayment of the Notes, by individual investors subject to PIT.

However, income derived from the transfer of the Notes should not be subject to withholding on account of PIT provided that the Notes are:

(i) registered by way of book entries; and

(ii) negotiated in a Spanish official secondary market (*mercado secundario oficial*), such as AIAF.

Notwithstanding the above, 19% withholding tax shall apply on the part of the transfer price that corresponds to the accrued interest when the transfer of the Notes takes place within the 30-day period prior to the moment in which such interest is due when the following requirements are fulfilled:

(i) the acquirer would be a non-resident or a CIT taxpayer;

(ii) the explicit yield derived from the Notes being transferred is exempt from withholding tax.

In any event, the individual holder may credit the withholding tax applied by Unicaja Banco against his or her final PIT liability for the relevant tax year.

Reporting Obligations

Unicaja Banco will comply with the reporting obligations set forth in the Spanish tax laws with respect to beneficial owners of the Notes that are individuals resident in Spain for tax purposes.

Wealth Tax (*Impuesto sobre el Patrimonio*)

According to Wealth Tax regulations (subject to any exceptions provided under relevant legislation in each autonomous region (*Comunidad Autónoma*), individuals with tax residency in Spain would be subject to Wealth Tax to the extent that their net worth exceeds €700,000 (subject to any exceptions provided under relevant legislation in an autonomous region (*Comunidad Autónoma*). Therefore, they should take into account the value of the Notes 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.

Inheritance and Gift Tax (*Impuesto sobre Sucesiones y Donaciones*)

Individuals with tax residency in Spain who acquire ownership or other rights over any Notes by inheritance, gift or legacy will be subject to inheritance and gift tax in accordance with the applicable Spanish regional or state rules. The applicable rates range between 7.65% and 81.6%, although the final tax rate may vary depending on any applicable regional tax laws. Some tax benefits could reduce the effective tax rate.

(b) Spanish tax resident legal entities

Corporate Income Tax (*Impuesto sobre Sociedades*)

Both interest periodically received and income derived from the transfer, redemption or repayment of the Notes are subject to CIT at the current general flat tax rate of 25%.

However, this general rate will not be applicable to all CIT taxpayers and, for instance, it will not apply to banking institutions (which will be taxed at the rate of 30%).

In addition, on 28 December 2021, Spain enacted Law 22/2021, of the General State Budget for 2022, which includes, among other measures, the regulation of a minimum effective tax rate introduced in the Spanish Corporate Income Tax Law and the Non-Residents Income Tax Law with effects as of 1 January 2022 (i.e. the minimum net tax liability is 18 per cent. of the tax base for credit institutions).

No withholding on account of CIT will be imposed on interest payments or on income derived from the redemption or repayment of the Notes, by Spanish CIT taxpayers provided that certain requirements are met (including that the Iberclear Members that have the Notes 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 Unicaja Banco, 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*".

With regard to income derived from the transfer of the Notes, in accordance with Article 61.q of the CIT Regulations, there is no obligation to withhold on income derived from the Notes obtained by Spanish CIT taxpayers (which include Spanish tax resident investment funds and Spanish tax resident pension funds) provided that the Notes are:

(i) registered by way of book entries; and

(i) negotiated in a Spanish official secondary market, such as AIAF.

Reporting Obligations

Unicaja Banco will comply with the reporting obligations set forth in the Spanish tax laws with respect to beneficial owners of the Notes that are legal persons or entities resident in Spain for tax purposes.

Wealth Tax (*Impuesto sobre el Patrimonio*)

Legal entities resident in Spain for tax purposes that acquire ownership or other rights over the Notes are not subject to Spanish Wealth Tax.

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 Notes by inheritance, gift or legacy are not subject to the Inheritance and Gift Tax but generally must include the market value of the Notes 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 Notes through a permanent establishment in Spain

Non-resident Income Tax (*Impuesto sobre la Renta de no Residentes*)

If the Notes 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 Notes are, generally, the same as those set forth above for Spanish CIT taxpayers. See "*—Spanish tax resident legal entities–Corporate Income Tax (Impuesto sobre Sociedades)*".

Ownership of the Notes 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

Unicaja Banco will comply with the reporting obligations set forth under Spanish tax laws with respect to beneficial owners of the Notes that are individuals or legal entities not resident in Spain for tax purposes and that act with respect to the Notes through a permanent establishment in Spain.

(ii) Investors that are not resident in Spain for tax purposes, not acting in respect of the Notes through a permanent establishment in Spain

Non-resident Income Tax (*Impuesto sobre la Renta de no Residentes*)

Both interest payments periodically received under the Notes and income derived from the transfer, redemption or repayment of the Notes, obtained by individuals or entities who are not resident in Spain for tax purposes and who do not act, with respect to the Notes, through a permanent establishment in Spain, are exempt from NRIT and therefore no withholding on account of NRIT will be levied on such income provided certain requirements are met. *See* "*—Compliance with Certain Requirements in Connection with Income Payments*".

In order to be eligible for the exemption from NRIT, certain requirements must be met (including that, in respect of interest payments from the Notes carried out by Unicaja Banco, the Iberclear

Members that have the Notes 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 Unicaja Banco, in a timely manner, with a duly executed and completed Payment Statement, as defined below), as set forth in Article 44 of Royal Decree 1065/2007. *See* "*—Compliance with Certain Requirements in Connection with Income Payments*".

If the Iberclear Members fail or for any reason are unable to deliver a duly executed and completed Payment Statement to Unicaja Banco in a timely manner in respect of a payment of interest under the Notes, Unicaja Banco will withhold Spanish withholding tax at the applicable rate (currently 19 per cent.) on such payment of income on the Notes and Unicaja Banco will not pay additional amounts with respect to any such withholding.

A beneficial owner who is not resident in Spain for tax purposes and entitled to exemption from NRIT, but to whom payment was not exempt from Spanish withholding tax due to a failure on the delivery of a duly executed and completed Payment Statement to Unicaja Banco, will receive a refund of the amount withheld, with no need for action on the beneficial owner's part, if Unicaja Banco 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 Notes 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*)

According to Wealth Tax regulations, non-Spanish resident individuals whose properties and rights located in Spain, or that can be exercised within the Spanish territory exceed €700,000 would be subject to Wealth Tax, the applicable rates ranging between 0.2% and 3.5% although some reductions may apply.

However, non-Spanish resident individuals will be exempt from Wealth Tax in respect of the Notes which income is exempt from NRIT as described above.

Individuals resident in a country with which Spain has entered into a double tax treaty in relation to the Wealth Tax would generally not be subject to such tax.

Individuals that are not resident in Spain for tax purposes may apply the rules approved by the autonomous region where the assets and rights with more value (i) are located, (ii) can be exercised or (iii) must be fulfilled.

Non-Spanish resident legal entities are not subject to Wealth Tax.

Inheritance and Gift Tax (*Impuesto sobre Sucesiones y Donaciones*)

Individuals who do not have tax residency in Spain who acquire ownership or other rights over the Notes by inheritance, gift or legacy, and who reside in a country with which Spain has entered into a double tax treaty in relation to inheritance and gift tax will be subject to the relevant double tax treaty.

If no treaty for the avoidance of double taxation in relation to Inheritance and Gift Tax applies, applicable Inheritance and Gift Tax rates would range between 7.65% and 81.6%, depending on relevant factors.

Generally, non-Spanish tax resident individuals are subject to Inheritance and Gift Tax according to the rules set forth in the Spanish state level or relevant autonomous region law. As such, prospective investors should consult their tax advisers.

Non-Spanish resident legal entities which acquire ownership or other rights over the Notes by inheritance, gift or legacy are not subject to inheritance and gift tax. They will be subject to NRIT. If the legal entity is resident in a country with which Spain has entered into a double tax treaty, the provisions of such treaty will apply. In general, double-tax treaties provide for the taxation of this type of income in the country of residence of the beneficiary.

(d) Compliance with certain requirements in connection with income payments

As described under "*Spanish tax resident legal entities—Corporate Income Tax (Impuesto sobre Sociedades)*", "*—Individuals and legal entities that are not tax resident in Spain*", provided the conditions set forth in Law 10/2014 are met, income payments made by Unicaja Banco in respect of the Notes for the benefit of Spanish CIT taxpayers, or for the benefit of non-Spanish tax resident investors will not be subject to Spanish withholding tax, provided that the Iberclear Members that have the Notes 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 Unicaja Banco, 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 Notes.

(ii) Total amount of the income paid by Unicaja Banco.

(iii) Amount of the income corresponding to individual residents in Spain that are PIT taxpayers.

(iv) Amount of the income that must be paid on a gross basis.

If the Iberclear Members fail or for any reason are unable to deliver a duly executed and completed Payment Statement to Unicaja Banco in a timely manner in respect of a payment of income made by Unicaja Banco under the Notes, 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 Unicaja Banco no later than the tenth calendar day of the month immediately following the relevant payment date. In addition, beneficial owners may apply directly to the Spanish tax authorities for any refund to which they may be entitled, according to the procedures set forth in the Spanish NRIT Law.

In the case of Zero Coupon Notes with a maturity of 12 months or less, the information obligations established in Article 44 of Royal Decree 1065/2007 (see above) will have to be complied with upon the redemption or repayment of the Zero Coupon Notes.

In respect of Zero Coupon Notes with a longer term than 12 months, if the Spanish tax authorities consider that the information obligations established in Article 44 of Royal Decree 1065/2007 must also be complied with for, or that the holder of such notes shall provide the Issuer with a legally required certificate issued by the Spanish financial institution or established in Spain that intervenes in their reimbursement (accrediting the prior acquisition of the notes and the corresponding acquisition price) or a certificate of tax residence issued by the tax authorities of the country of its tax residence if the holder of such notes is non-Spanish resident (such certificates currently being valid for a period of one year since the date of issuance), the Issuer will, prior to the redemption or repayment of such notes, adopt the

necessary measures with the Clearing Systems in order to ensure its compliance with such information obligations as may be required by the Spanish tax authorities from time to time. Prospective investors should consult their own tax advisers as to the tax consequences and, in particular, the withholding tax obligations set forth under the Spanish regulations in relation to the Zero Coupon Notes (including, among others, its acquisition, tenancy, repayment, redemption and disposition).

Prospective investors should note that Unicaja Banco 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 Notes. Accordingly, Unicaja Banco will not be liable for any damage or loss suffered by any beneficial owner who would otherwise be entitled to an exemption from Spanish withholding tax but whose income payments are nonetheless paid net of Spanish withholding tax because the Payment Statement was not duly delivered to Unicaja Banco. Moreover, Unicaja Banco will not pay any additional amounts with respect to any such withholding tax.

The proposed financial transactions tax ("FTT")

On 14 February 2013, the European Commission published a proposal (the "**Commission's proposal**") for a Directive for a common FTT in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia (the "**participating Member States**"). However, Estonia has ceased to participate.

The Commission's proposal has very broad scope and could, if introduced, apply to certain dealings in the Notes (including secondary' market transactions) in certain circumstances.

Under the Commission's proposal, FTT could apply in certain circumstances to persons both within and outside of the participating Member States. Generally, it would apply to certain dealings in the Notes where at least one party is a financial institution, and at least one party is established in a participating Member State. A financial institution may be, or be deemed to be, "established" in a participating Member State in a broad range of circumstances, including (a) by transacting with a person established in a participating Member State or (b) where the financial instrument which is subject to the dealings is issued in a participating Member State.

However, the FTT proposal remains subject to negotiation between participating Member States. It may therefore be altered prior to any implementation, the timing of which remains unclear. Additional EU Member States may decide to participate.

Prospective holders of the Notes are advised to seek their own professional advice in relation to the FTT.

Spanish FTT

The FTT Law was published in the Spanish Official Gazette (*Boletín Oficial del Estado*) on 16 October 2020. The Spanish FTT came into force three months after the publication of the FTT Law in the Spanish Official Gazette (that is, on 16 January 2021).

Spanish FTT will charge a 0.2% rate on specific acquisitions of listed shares issued by Spanish companies whose market capitalization exceeds €1 billion, regardless of the jurisdiction of residence of the parties involved in the transaction.

For the purposes of transactions closed during 2022, the Spanish tax authorities issued a list of entities whose market capitalization exceeded €1 billion as of 1 December 2021, that will fall within the scope of the Spanish FTT. The Issuer was included in such list.

This being said, the Spanish FTT would not apply in relation to the Notes since (i) the Spanish FTT only applies on the acquisition of shares of certain Spanish companies, so while the Notes are not affected by such tax; and (ii) transactions in the primary market and initial public offerings are exempt from the Spanish FTT. However,

it may subject other transactions involving the transfer of ordinary shares in the future depending on the market capitalization of the Issuer and other factors.

As such, prospective investors should consult their tax advisers in relation to the Spanish FTT.

FATCA

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986, commonly known as FATCA, a "foreign financial institution" may be required to withhold on certain payments it makes ("**foreign passthru payments**") to persons that fail to meet certain certification, reporting, or related requirements. Unicaja Banco may be a foreign financial institution for these purposes. A number of jurisdictions (including the jurisdiction of Unicaja Banco) 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 Notes, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, 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 Notes, such withholding would not apply prior to the date that is two years after the publication of the final regulations defining "foreign passthru payment". Holders should consult their own tax advisors regarding how these rules may apply to their investment in the Notes. In the event any withholding would be required pursuant to FATCA or an IGA with respect to payments on the Notes, no person will be required to pay additional amounts as a result of the withholding.

Set out below is Annex I. Sections in English have been translated from the original Spanish and such translations constitute direct and accurate translations of the Spanish language text. In the event of any discrepancy between the Spanish language version of the certificate contained in Annex I and the corresponding English translation, the Spanish tax authorities will give effect to the Spanish language version of the relevant certificate only.

The language of the Base Prospectus is English. Any foreign language text that is included with or within this document has been included for convenience purposes only and does not form part of this Base Prospectus

ANNEX I

Anexo al Reglamento General de las actuaciones y los procedimientos de gestión e inspección tributaria y de desarrollo de las normas comunes de los procedimientos de aplicación de los tributos, aprobado por Real Decreto 1065/2007

Modelo de declaración a que se refieren los apartados 3, 4 y 5 del artículo 44 del Reglamento General de las actuaciones y los procedimientos de gestión e inspección tributaria y de desarrollo de las normas comunes de los procedimientos de aplicación de los tributos

Annex to Royal Decree 1065/2007, of 27 July, approving the General Regulations of the tax inspection and management procedures and developing the common rules of the procedures to apply taxes

Declaration form referred to in paragraphs 3, 4 and 5 of Article 44 of the General Regulations of the tax inspection and management procedures and developing the common rules of the procedures to apply taxes

Don (nombre), con número de identificación fiscal ( )(1), en nombre y representación de (entidad declarante), con número de identificación fiscal ( )(1) y domicilio en ( ) en calidad de (marcar la letra que proceda):

Mr. (name), with tax identification number ( )(1), in the name and on behalf of (entity), with tax identification number ( )(1) and address in ( ) as (function – mark as applicable):

(a) Entidad Gestora del Mercado de Deuda Pública en Anotaciones.

(a) Management Entity of the Public Debt Market in book-entry form.

(b) Entidad que gestiona el sistema de compensación y liquidación de valores con sede en el extranjero.

(b) Entity that manages the clearing and settlement system of securities resident in a foreign country.

(c) Otras entidades que mantienen valores por cuenta de terceros en entidades de compensación y liquidación de valores domiciliadas en territorio español.

(c) Other entities that hold securities on behalf of third parties within clearing and settlement systems domiciled in the Spanish territory.

(d) Agente de pagos designado por el emisor.

(d) Issuing and Paying Agent appointed by Unicaja Banco.

Formula la siguiente declaración, de acuerdo con lo que consta en sus propios registros:

Makes the following statement, according to its own records:

1. En relación con los apartados 3 y 4 del artículo 44:

1. In relation to paragraphs 3 and 4 of Article 44:

1.1 Identificación de los valores .....

1.1 Identification of the securities.....

1.2 Fecha de pago de los rendimientos (o de reembolso si son valores emitidos al descuento o segregados) .....

1.2 Income payment date (or refund if the securities are issued at discount or are segregated) .....

1.3 Importe total de los rendimientos (o importe total a reembolsar, en todo caso, si son valores emitidos al descuento o segregados) .....

1.3 Total amount of income (or total amount to be refunded, in any case, if the securities are issued at discount or are segregated) .....

1.4 Importe de los rendimientos correspondiente a contribuyentes del Impuesto sobre la Renta de las Personas Físicas, excepto cupones segregados y principales segregados en cuyo reembolso intervenga una Entidad Gestora .....

1.4 Amount of income corresponding to Personal Income Tax taxpayers, except segregated coupons and segregated principals for which reimbursement an intermediary entity is involved.....

1.5 Importe de los rendimientos que conforme al apartado 2 del artículo 44 debe abonarse por su importe íntegro (o importe total a reembolsar si son valores emitidos al descuento o segregados).

1.5 Amount of income which according to paragraph 2 of Article 44 must be paid gross (or total amount to be refunded if the securities are issued at discount or are segregated).

2 En relación con el apartado 5 del artículo 44.

2 In relation to paragraph 5 of Article 44.

2.1 Identificación de los valores .....

2.1 Identification of the securities.....

2.2 Fecha de pago de los rendimientos (o de reembolso si son valores emitidos al descuento o segregados) .....

2.2 Income payment date (or refund if the securities are issued at discount or are segregated) .....

2.3 Importe total de los rendimientos (o importe total a reembolsar si son valores emitidos al descuento o segregados .....

2.3 Total amount of income (or total amount to be refunded if the securities are issued at discount or are segregated).....

2.4 Importe correspondiente a la entidad que gestiona el sistema de compensación y liquidación de valores con sede en el extranjero A.

2.4 Amount corresponding to the entity that manages the clearing and settlement system of securities resident in a foreign country A.

2.5 Importe correspondiente a la entidad que gestiona el sistema de compensación y liquidación de valores con sede en el extranjero B.

2.5 Amount corresponding to the entity that manages the clearing and settlement system of securities resident in a foreign country B.

2.6 Importe correspondiente a la entidad que gestiona el sistema de compensación y liquidación de valores con sede en el extranjero C.

2.6 Amount corresponding to the entity that manages the clearing and settlement system of securities resident in a foreign country C.

Lo que declaro en……a … de……de …

I declare the above in …… on the … of …… of …

(1) En caso de personas, físicas o jurídicas, no residentes sin establecimiento permanente se hará constar el número o código de identificación que corresponda de conformidad con su país de residencia

(1) In case of non-residents (individuals or corporations) without permanent establishment in Spain it shall be included the number or identification code which corresponds according to their country of residence.

SUBSCRIPTION AND SALE

Notes may be sold from time to time by the Issuer to any one or more dealers. The arrangements under which Notes may from time to time be agreed to be sold by the Issuer to, and subscribed by, dealers are set out in a dealer agreement dated 26 May 2022 (the "**Dealer Agreement**") and made between the Issuer and the Arranger.

If in the case of any Tranche the method of distribution is an agreement between the Issuer and a single dealer for that Tranche to be issued by the Issuer and subscribed by that dealer, the method of distribution will be described in the relevant Final Terms as "Non-Syndicated" and the name of that dealer and any other interest of that dealer which is material to the issue of that Tranche beyond the fact of the appointment of that dealer will be set out in the relevant Final Terms. If in the case of any Tranche the method of distribution is an agreement between the Issuer and more than one dealer for that Tranche to be issued by the Issuer and subscribed by those dealers, the method of distribution will be described in the relevant Final Terms as "Syndicated", the obligations of those dealers to subscribe the relevant Notes will be joint and several and the names and addresses of those dealers and any other interests of any of those dealers which is material to the issue of that Tranche beyond the fact of the appointment of those dealers (including whether any of those dealers has also been appointed to act as Stabilising Manager in relation to that Tranche) will be set out in the relevant Final Terms.

Any such agreement will, inter alia, make provision for the terms and conditions of the relevant Notes, the price at which such Notes will be subscribed by the dealer(s) and the commissions or other agreed deductibles (if any) payable or allowable by the Issuer in respect of such subscription. The Dealer Agreement makes provision for the resignation or termination of appointment of the Arranger and for the appointment of additional or other dealers either generally in respect of the Programme or in relation to a particular Tranche.

Selling Restrictions

Prohibition of Sales to EEA retail investors

The Arranger has represented and agreed, and each further dealer appointed under the Dealer Agreement will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms in relation thereto to any retail investor in the EEA:

(a) the expression "**retail investor**" means a person who is one (or more) of the following:

(i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or

(ii) a customer within the meaning of the Insurance Distribution Directive, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II;

Spain

The Notes may not be sold or distributed, nor may any subsequent resale of Notes be carried out in Spain other than by institutions authorised under the consolidated text of the Spanish Securities Market Law and related legislation to provide investment services in Spain, and except in compliance with the provisions of the Prospectus Regulation and the Spanish Securities Market Law.

The Arranger has represented and agreed, and each further dealer appointed under the Dealer Agreement will be required to represent and agree, that the offers of Securities in Spain have been and will only be directed specifically at or made to professional clients (*clientes profesionales*) as defined in Article 205 of the Spanish Securities Market Law and Article 58 of Royal Decree 217/2008, of 15 February, and eligible counterparties (*contrapartes elegibles*) as defined in Article 207 of the Spanish Securities Market Law.

Prohibition of Sales to UK retail investors

The Arranger has represented and agreed, and each further dealer appointed under the Dealer Agreement will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Securities which are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms thereto in relation thereto to any retail investor in the United Kingdom.

For the purposes of this provision, the expression "**retail investor**" means a person who is 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 domestic law 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 the Insurance Distribution Directive, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of UK MiFIR;

United Kingdom

The Arranger has represented and agreed, and each further dealer appointed under the Programme Agreement will be required to represent and agree, that:

(a) ***No deposit-taking***: in relation to any Securities having a maturity of less than one year:

(i) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business; and

(ii) it has not offered or sold and will not offer or sell any Securities other than to persons:

(A) whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses; or

(B) who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses,

where the issue of the Securities would otherwise constitute a contravention of Section 19 of the FSMA by the Issuer

(b) ***Financial promotion***: it has only communicated or caused to be communicated and will only communicate or cause to be communicated 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 Security in circumstances in which section 21(1) of the FSMA does not apply to the Issuer, and

(c) ***General compliance***: it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Security in, from or otherwise involving the United Kingdom.

United States of America

The Notes have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in certain transactions exempt from the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S.

The Notes are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by U.S. tax

regulations. Terms used in this paragraph have the meanings given to them by the United States Internal Revenue Code and regulations thereunder.

The Arranger has represented and agreed, and each further dealer appointed under the Dealer Agreement will be required to represent and agree, that, except as permitted by the Dealer Agreement, it will not offer, sell or deliver Notes, (i) as part of their distribution at any time or (ii) otherwise until 40 days after the completion of the distribution of the Securities comprising the relevant Tranche within the United States or to, or for the account or benefit of, U.S. persons, and such dealer will have sent to each dealer to which it sells Notes during the distribution compliance period relating thereto a confirmation or other notice setting forth the restrictions on offers and sales of the Securities within the United States or to, or for the account or benefit of, U.S. persons.

In addition, until 40 days after the commencement of the offering of Notes comprising any Tranche, any offer or sale of Notes within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act.

Republic of Italy

The offering of the Notes has not been registered with the Commissione Nazionale per le Società e la Borsa ("**CONSOB**") pursuant to Italian securities legislation, and, accordingly, no Notes may be offered, sold or delivered, nor may copies of this Base Prospectus (including, without limitation, any supplement to the Base Prospectus) or of any other document relating to any Notes be distributed in the Republic of Italy ("**Italy**"), except, in accordance with any Italian securities, tax and other applicable laws and regulations.

The Arranger has represented and agreed, and each further dealer appointed under the Dealer Agreement will be required to represent and agree, that, except as permitted by the Dealer Agreement, it has not offered, sold or delivered, and will not offer, sell or deliver any Notes or distribute any copy of this Base Prospectus or any other document relating to the Notes in Italy except:

(a) to qualified investors (*investitori qualificati*), as defined pursuant to Article 2 of Regulation (EU) No. 1129 of 14 June 2017 (the "**Prospectus Regulation**") and any applicable provision of Legislative Decree No. 58 of 24 February 1998, as amended (the "**Financial Services Act**") and/or Italian CONSOB regulations; or

(b) in other circumstances which are exempted from the rules on public offerings pursuant to Article 1 of the Prospectus Regulation, Article 34-ter of CONSOB Regulation No. 11971 of 14 May 1999, as amended from time to time, and the applicable Italian laws.

In any event, any offer, sale or delivery of the Notes or distribution of copies of this Base Prospectus (including, without limitation, any supplement to the Base Prospectus) or any other document relating to the Notes in Italy under (a) or (b) above must:

(a) be made by an investment firm, bank or financial intermediary permitted to conduct such activities in the Italy in accordance with the Financial Services Act, CONSOB Regulation No. 20307 of 15 February 2018 (as amended from time to time) and Legislative Decree No. 385 of 1 September 1993, as amended (the "**Banking Act**"); and

(b) comply with any other applicable laws and regulations or requirement imposed by CONSOB, the Bank of Italy (including the reporting requirements, where applicable, pursuant to Article 129 of the Banking Act and the implementing guidelines of the Bank of Italy, as amended from time to time) and/or any other Italian authority.

General

The Arranger has represented and agreed, and each further dealer appointed under the Dealer Agreement will be required to represent and agree, that it has complied and will comply with all applicable laws and regulations in each country or jurisdiction in which it purchases, offers, sells or delivers Notes or possesses, distributes or publishes this Base Prospectus or any other offering material relating to the Notes.

Persons into whose hands this Base Prospectus comes are required by Unicaja Banco and the Arranger to comply with all applicable laws and regulations in each country or jurisdiction in which they purchase, offer, sell or deliver Notes or possess, distribute or publish this Base Prospectus or any other offering material relating to the Notes, in all cases at their own expense.

MARKET INFORMATION

Summary of clearing and settlement procedures

Below is a brief summary of the Spanish clearance and settlement procedures applicable to book-entry securities such as the Notes of Unicaja Banco.

Iberclear and BME Clearing

Iberclear is the Spanish central securities depository in charge of both the register of securities held in book-entry form, and the settlement of all trades from the Spanish Stock Exchanges, Latibex (the Latin American stock exchange denominated in Euro), the Alternative Stock Market (BME Growth), Alternative Fixed Income Market (MARF) and AIAF. To achieve this, Iberclear uses the technical platforms named ARCO.

Iberclear is owned by BME Bolsas y Mercados Españoles, Sociedad Holding de Mercados y Sistemas Financieros, S.A. ("**BME**"), a holding company controlled by SIX Group, which holds a 100% interest in each of the Spanish official secondary markets and settlement systems. The corporate address of Iberclear is Plaza de la Lealtad 1, 28014 Madrid, Spain.

The securities recording system of Iberclear is a two tier registry: the keeping of the central record corresponds to Iberclear and the keeping of the detail records correspond to the participating entities (*entidades participantes*) in Iberclear.

Access to become a participating entity is restricted to (i) credit institutions, (ii) investment services companies which are authorised to render custody and administration of financial instruments, (iii) the Bank of Spain, (iv) the General Administration and the General Social Security Treasury, (v) other duly authorised central securities depositories and central clearing counterparties and (vi) other public institutions and private entities when expressly authorised to become a participating entity in central securities depositories.

The central registry managed by Iberclear reflects (i) one or several proprietary accounts which show the balances of the participating entities' proprietary accounts; (ii) one or several general third-party accounts that will show the overall balances that the participating entities hold for third parties; (iii) individual accounts opened in the name of the owner, either individual or legal person; and (iv) individual special accounts of financial intermediaries which use the optional procedure of settlement of orders. Each participating entity, in turn, maintains the detail records of the owners of the securities or the shares held in their general third-party accounts.

According to the above, Spanish law considers the owner of the securities to be:

- the participating entity appearing in the records of Iberclear as holding the relevant securities in its own name;
- the investor appearing in the records of the participating entity as holding the securities; or
- the investor appearing in the records of Iberclear as holding securities in a segregated individual account.

The settlement and book-entry registration platform managed by Iberclear, which operates under the trade name of ARCO (for both equity securities and fixed-income securities as from September 2017), receives the settlement instructions from AIAF and forwards them to the relevant participating entities involved in each transaction. ARCO operates under a T+2 settlement standard, by which any transactions must be settled within two business days following the date on which the transaction was completed.

To evidence title to securities, at the owner's request the relevant participating entity must issue a legitimation certificate (*certificado de legitimación*). If the owner is a participating entity or a person holding securities in a

segregated individual account, Iberclear is in charge of the issuance of the certificate regarding the securities held in their name.

Market Information in relation to the Notes

Iberclear settlement of securities traded in AIAF

Iberclear and the participating entities (*entidades participantes*) in Iberclear have the function of keeping the book-entry register of securities traded on AIAF.

Securities traded in AIAF are fixed income securities, including corporate bonds (for example, medium term notes and mortgage bonds) and bonds issued by the Spanish Treasury and Spanish regions, among others, represented either in a dematerialised form or by certificates.

In the AIAF settlement system, transactions may be settled spot, forward (settlement date more than five days after the relevant trade date), with a repurchase agreement on a fixed date and double or simultaneous transactions (two trades in opposite directions with different settlement dates).

The settlement system used for securities admitted for trading in AIAF is the Model 1 delivery versus payment system, as per the classification of the Bank for International Settlements: that is, it is a "transaction-to-transaction" cash and securities settlement system with simultaneity in its finality.

Transactions are settled on the stock-exchange business day agreed by participants at the moment of the trade.

Euroclear and Clearstream

Investors who do not have, directly or indirectly through their participating entities (custodians), a participating securities account with Iberclear or their participating entities may hold their investment in the Notes through bridge accounts maintained by each of Euroclear Bank SA/NV and Clearstream Banking, S.A. with participating entities in Iberclear.

GENERAL INFORMATION

Responsibility statement

Unicaja Banco and the undersigned, Mr. Pablo González Martín, acting in the name and on behalf of Unicaja Banco, in his capacity as Chief Financial Officer (*Director Financiero*) of Unicaja Banco, and acting under a special power of attorney granted by the Board of Directors of Unicaja Banco, accept responsibility for the information contained in this Base Prospectus and declare, to the best of their knowledge, that the information contained in this Base Prospectus is in accordance with the facts and that the Base Prospectus contains no omissions likely to affect its import.

Authorization

The establishment of the Programme was authorised by a resolution of the Board Directors of the Issuer passed on 25 March 2022. The Issuer has obtained or will obtain from time to time all necessary consents, approvals and authorisations in connection with the issue and performance of the Notes.

Significant/material change and trend information

Since 31 December 2021 there has been no material adverse change in the prospects of the Bank.

Since 31 March 2022 there has been no significant change in the financial performance or in the financial position of the Group.

Independent auditors

The Spanish-language standalone and consolidated annual accounts of the Bank have been audited without qualification, modification of opinion, disclaimer or an emphasis of matter for each of the years ended 31 December 2021 and 31 December 2020 by PricewaterhouseCoopers Auditores, S.L. PricewaterhouseCoopers Auditores, S.L.'s office is at Paseo de la Castellana, 259 B, Torre PwC, 28046 Madrid (Spain) and is registered with the Official Registry for Auditors (*Registro Oficial de Auditores de Cuentas (ROAC)*) under number S0242.

Third party information

Information included in this Base Prospectus sourced from a third party has been accurately reproduced, and so far as Unicaja Banco 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.

Approval of financial information

The 2021 Consolidated Annual Accounts were approved by the General Shareholders' Meeting of Unicaja Banco held on 30 March 2021.

The 2020 Consolidated Annual Accounts were approved by the General Shareholders' Meeting of Unicaja Banco held on 31 March 2021.

The Liberbank 2020 Consolidated Annual Accounts were approved by the General Shareholders' Meeting of Liberbank held on 31 March 2021.

Documents on display

Electronic copies of the bylaws (*estatutos sociales*) of Unicaja Banco (as the same may be updated from time to time) may be inspected on Unicaja Banco's website (https://www.unicajabanco.com/en/gobierno-corporativo-y-politica-de-remuneraciones/gobierno-corporativo-y-politica-de-remuneraciones/estatutos) for the 12 months from the date of this Base Prospectus.

For avoidance of doubt, unless specifically incorporated by reference into this Base Prospectus, the information contained on the corporate website of Unicaja Banco does not form part of this Base Prospectus.

Material contracts

There are no material contracts that are not entered into in the ordinary course of Unicaja Banco's business which could result in any member of the Group being under an obligation or entitlement that is material to Unicaja Banco's ability to meet its obligations in respect of the Notes.

Issue Price and Yield

Notes may be issued at any price. The issue price of each Tranche to be issued under the Programme will be determined by the Issuer and the relevant dealer(s) at the time of issue in accordance with prevailing market conditions and the issue price of the relevant Notes or the method of determining the price and the process for its disclosure will be set out in the relevant Final Terms. In the case of different Tranches of a Series of Notes, the issue price may include accrued interest in respect of the period from the interest commencement date of the relevant Tranche (which may be the issue date of the first Tranche of the Series or, if interest payment dates have already passed, the most recent interest payment date in respect of the Series) to the issue date of the relevant Tranche.

The yield of each Tranche set out in the relevant Final Terms will be calculated as of the relevant issue date on an annual or semi-annual basis using the relevant issue price. It is not an indication of future yield.

Listing

Application may be made for Notes issued under the Programme to be listed on AIAF. Notes may be listed or admitted to trading, as the case may be, on other or further stock exchanges or markets (either Spanish, European or non-European, including regulated markets, multilateral trading facilities or any other organised markets) agreed between the Issuer and the relevant dealers in relation to the Series. The relevant Final Terms will state on which stock exchanges and/or markets the relevant Notes are to be listed and/or admitted to trading. No unlisted Notes may be issued under the Programme.

The Issuer shall procure the admission to trading of the Notes issued under the Programme within a maximum period of 30 days from the issue date of the relevant issuance.

Paying agency

For Notes listed on AIAF, all payments under the Conditions of the Notes will be carried out directly by Unicaja Banco through Iberclear. The corporate address of Iberclear is Plaza de la Lealtad 1, 28014 Madrid, Spain.

Stabilisation

In connection with the issue of any Tranche, the dealer or dealers (if any) named as the Stabilising Manager(s) (or persons acting on behalf of any Stabilising Manager(s)) in the relevant Final Terms may over allot Notes or effect transactions with a view to supporting the market price of the Notes at a level higher than that which might otherwise prevail. However, stabilisation may not necessarily occur. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Tranche is made and, if begun, may cease at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Tranche and 60 days after the date of the allotment of the relevant Tranche. Any stabilisation action or over-allotment must be conducted by the relevant Stabilising Manager(s) (or person(s) acting on behalf of any Stabilising Manager(s)) in accordance with all applicable laws and rules.

Conflicts of Interest

Certain of the dealers and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services for the Issuer and its affiliates in the ordinary course of business. Certain of the dealers and their affiliates may have positions, deal or make markets in the Notes issued under the Programme, related derivatives and reference obligations, including (but not

limited to) entering into hedging strategies on behalf of the Issuer and its affiliates, investor clients, or as principal in order to manage their exposure, their general market risk, or other trading activities.

In addition, in the ordinary course of their business activities, the dealers and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Issuer and its affiliates. Certain of the dealers or their affiliates that have a lending relationship with the Issuer routinely hedge their credit exposure to the Issuer and its affiliates consistent with their customary risk management policies. Typically, such dealers and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially the Securities issued under the Programme. Any such positions could adversely affect future trading prices of Notes issued under the Programme. The dealers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

In addition, the relevant Final Terms will contain information on the interests of natural and legal persons involved in the issuances.

Validity of prospectus and prospectus supplements

For the avoidance of doubt, the Issuer shall have no obligation to supplement this Base Prospectus after the end of its 12-month validity period.

SIGNATURES

In witness to its knowledge and approval of the contents of this Base Prospectus drawn up according to Annexes 7 and 15 of Delegated Regulation (EU) 2019/980 of 14 March 2019, it is hereby signed by Mr. Pablo González Martín, acting in the name and on behalf of Unicaja Banco, in his capacity as Chief Financial Officer (*Director Financiero*) of Unicaja Banco, S.A., in Málaga (Spain), on 26 May 2022.

REGISTERED OFFICE OF UNICAJA BANCO

Unicaja Banco, S.A.
Avenida de Andalucía 10-12
29007 Málaga
Spain

ARRANGER

Banco Bilbao Vizcaya Argentaria, S.A.
Ciudad BBVA – Edificio Asia
Calle Sauceda, 28
28050 Madrid
Spain

LEGAL ADVISERS

To Unicaja Banco as to Spanish law

Linklaters, S.L.P.
Calle Almagro, 40
28010 Madrid
Spain

To the Joint Lead Managers as to Spanish law

Clifford Chance, S.L.P.
Paseo de la Castellana, 110
28046 Madrid
Spain

AUDITORS TO UNICAJA BANCO

PricewaterhouseCoopers Auditores, S.L.
Paseo de la Castellana, 259 B
Torre PwC
28046 Madrid
Spain