BBVA

THIRD SUPPLEMENT DATED 23 NOVEMBER 2022 TO THE BASE PROSPECTUS DATED 24 JUNE 2022

BBVA Global Markets B.V.

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

BBVA Global Securities B.V.

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

€6,000,000,000 Structured Medium Term Securities Programme
unconditionally and irrevocably guaranteed by

Banco Bilbao Vizcaya Argentaria, S.A.

(*incorporated with limited liability in Spain*)

3(a)(2) Notes (as defined in the Base Prospectus) unconditionally and irrevocably guaranteed by

Banco Bilbao Vizcaya Argentaria, S.A., New York Branch

(*incorporated with limited liability in Spain*)

This third supplement (the "**Supplement**") to the base prospectus dated 24 June 2022 (the "**Base Prospectus**") relating to the € 6,000,000,000 Structured Medium Term Securities Programme of BBVA Global Markets B.V. and BBVA Global Securities B.V (the "**Issuers**"), comprises a supplement to the Base Prospectus for the purposes of Article 23 of Regulation (EU) 2017/1129 (the "**Prospectus Regulation**") and is prepared in connection with the Structured Medium Term Securities Programme (the "**Programme**") of the Issuers. This third Supplement together with the first and the second supplement to the Base Prospectus and this Base Prospectus, comprise a base prospectus for the purposes of the Prospectus Regulation.

Terms defined in the Base Prospectus have the same meaning when used in this Supplement. This Supplement is supplemental to, and should be read in conjunction with, the Base Prospectus (as so supplemented) issued by the Issuers.

The Issuers and Banco Bilbao Vizcaya Argentaria, S.A. (the "**Guarantor**") accept responsibility for the information contained in this Supplement. To the best of the knowledge of each of the Issuers and the Guarantor the information contained in this Supplement is in accordance with the facts and does not omit anything likely to affect the import of such information.

This Supplement has been approved by the Central Bank of Ireland (the "**Central Bank**"), as competent authority under the Prospectus Regulation. The Central Bank only approves this Supplement as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such approval should not be considered as an endorsement of the Issuer or Guarantor or the quality of the Securities that are the subject of the base prospectus and investors should make their own assessment as to the suitability of investing in the Securities.

This Supplement to the Base Prospectus will also be filed as a "Supplement to the Base Listing Particulars" with the Vienna MTF of the Vienna Stock Exchange and any other multilateral trading facility where the Programme is currently accepted.

PURPOSE OF THE SUPPLEMENT

The purpose of this Supplement is to (i) incorporate by reference the Consolidated Interim Financial Statements of the Guarantor (as defined below); (ii) incorporate by reference certain information on alternative performance measures from the Interim Report (as defined below); (iii) incorporate by reference the Interim Financial Statements of BBVA Global Markets, B.V. (as defined below); (iv) confirm that there has been no significant change in the financial performance or financial position of the Guarantor and its consolidated subsidiaries (the **"Group"**) since 30 September 2022; (v) confirm that there has been no significant change in the financial or trading position of BBVA Global Markets, B.V. since 30 June 2022 and (vi) to to update the Base Prospectus (as supplemented by the First Supplement and the Second Supplement) to reflect the Amendments (as defined below).

INCORPORATION BY REFERENCE

Incorporation by reference of the Consolidated Interim Financial Statements of the Guarantor and certain information on Alternative Performance Measures

On 28 October 2022, the Group published its Condensed Interim Consolidated Financial Statements and Interim Consolidated Management Report for the nine month period ended 30 September 2022 (the **"Interim Report"**), which includes: (i) on pages 3 to 44 (inclusive) thereof, its unaudited consolidated interim financial statements as at, and for, the nine month period ended 30 September 2022; (ii) on the two pages prior to the table of contents of the Interim Report, the auditor´s limited review report thereon (together, the **"Consolidated Interim Financial Statements"**); and (iii) certain information on alternative performance measures contained on pages 51 to 62 (inclusive) of the Consolidated Management Report (the "**Alternative Performance Measures**").

A copy of the Interim Report has been filed with the Central Bank and is available at https://shareholdersandinvestors.bbva.com/wp-content/uploads/2022/10/Financial-Statements-and-Management-Report-September-2022.pdf

By virtue of this Supplement, (i) the Consolidated Interim Financial Statements and (ii) the Alternative Performance Measures are incorporated by reference in, and form part of, the Base Prospectus as of the date of this Supplement.

The non-incorporated parts of the Interim Report are either not relevant for an investor or are covered elsewhere in the Base Prospectus.

Incorporation by reference of the Interim Financial Statements of BBVA Global Markets, B.V.

By virtue of this Supplement, the unaudited interim financial statements of BBVA Global Markets, B.V. for the six-month period ended 30 June 2022 (the "**Interim Financial Statements of BBVA Global Markets, B.V.**") are incorporated by reference in, and form part of, the Base Prospectus.

A copy of the Interim Financial Statements of BBVA Global Markets, B.V., has been filed with the Central Bank of Ireland and is available at https://shareholdersandinvestors.bbva.com/wp-content/uploads/2022/09/Memoria-BBVA-Global-Markets-300622.pdf

Copies of all documents incorporated by reference in the Base Prospectus can be obtained from BBVA Global Markets, B.V. and the Guarantor as described herein.

If documents which are incorporated by reference or attached to this Supplement themselves incorporate any information or other documents therein, either expressly or implicitly, such information or other documents will not form part of this Supplement for the purposes of the Prospectus Directive except where such information or other documents are specially incorporated by reference or attached to this Supplement.

SIGNIFICANT OR MATERIAL CHANGE STATEMENT

Paragraph 7 of the General Information section on page 610 of the Base Prospectus shall be deemed to be deleted in its entirety and replaced by the following wording:

"Save as disclosed in this Base Prospectus, there has been no material adverse change in the prospects of the Group since 30 June 2022 and there has been no material adverse change in the prospects of BBVA Global Markets B.V. since 31 December 2021.

Save as disclosed in this Base Prospectus , there has been no significant change in the financial performance or the financial position of the Group since 30 September 2022 and there has been no significant change in the financial or trading position of BBVA Global Markets, B.V. since 30 June 2022."

AMENDMENTS

The following sections of the Base Prospectus shall be deemed to be updated and supplemented by the following amendments (the "**Amendments**"):

1. The Risk factor "*The Guarantor of the Securities may be substituted without the consent of the Securityholders"*, on page 55 of the Base Prospectus, is deleted in its entirety.

2. Condition 16(b) "*Substitution of the Guarantor*" on pages 117-118 of the Base Prospectus shall be deleted in its entirety.

3. The Risk factor *"The value of the Securities could be adversely affected by a change in English law or administrative practice"*, on page 55 of the Base Prospectus, is deleted in its entirety and replaced with the following:

   "The value of the Securities could be adversely affected by a change in English law, New York law or administrative practice

   The General Conditions (except for General Condition 18 of the *"Terms and Conditions of the Securities"*) of the Securities are based on English law in effect as at the date of this Base Prospectus. The New York Law Guarantee and 3(a)(2) Notes in which New York law is specified as the governing law in the relevant Pricing Supplement, will be governed by New York law in effect at the time of issuance. No assurance can be given as to the impact of any possible judicial decision or change to English and New York law or administrative practice after the date of this Base Prospectus and any such change could materially adversely impact the value of any Securities affected by it."

4. Condition 10 "*Prescription*" on page 113 of the Base Prospectus shall be deleted in its entirety and replaced with the following:

   "Claims for payment of principal in respect of Securities other than New York Law 3(a)(2) Notes (as defined in General Condition 14) shall be prescribed upon the expiry of 10 years from the due date thereof and claims for payment of interest (if any) in respect of such Securities shall be prescribed upon the expiry of five years, from the due date thereof. With respect to New York Law 3(a)2) Notes, any legal action to enforce any payment of principal or any payment of interest in respect of such NewYork Law 3(a)(2) Notes must be commenced within six years from the due date thereof. There shall not be included in any Coupon sheet issued on exchange of a Talon, any Coupon the claim for payment in respect of which would be void pursuant to this General Condition 10 or General Condition 5 above."

5. The last sentence in Condition 11 "*Replacement of Securities Receipts, Coupons and Talons*" on page 113 of the Base Prospectus shall be deleted in its entirety and replaced with the following:

   "Cancellation and replacement of Securities, Receipts, Coupons or Talons shall be subject to compliance with such procedures as may be required under any applicable law and subject to any applicable stock exchange requirements and any applicable procedures of DTC, Euroclear or Clearstream, Luxembourg."

6. Condition 14 "*Meetings of Securityholders, Modification and Waiver*" on page 114 of the Base Prospectus shall be deleted in its entirety and replaced with the following:

   "**14. Meetings of Securityholders, Modification and Waiver**

   (a) **For Securities other than 3(a)(2) Notes in which New York Law is specified as the Governing Law in the relevant Pricing Supplement and Securityholders of such Securities**

   The Agency Agreement contains provisions for convening meetings of Securityholders to consider matters affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of any of the Securities, the Receipts, the Coupons or any provisions of the Agency Agreement. Such a meeting may and, if required in writing by Securityholders holding not less than 10 per cent. in nominal amount of the Securities for the time being outstanding, shall be convened by the Issuer. At a meeting of the holders of the Securities for the purpose of, amongst others, approving a modification or amendment to, or obtaining a waiver of any covenant or condition set forth in the Securities, the Receipts, the Coupons or the Agency Agreement, persons entitled to vote a majority in aggregate nominal amount of the Securities at the time outstanding shall constitute a quorum. In the absence of a quorum at any such meeting that is not a meeting convened upon the requisition of Securityholders, within 30 minutes of the time appointed for such meeting, the meeting may be adjourned for a period of not less than 14 days, in the absence of a quorum any meeting that is convened on the requisition of Securityholders shall be dissolved; the persons entitled to vote a majority in aggregate nominal amount of the Securities at the time outstanding shall constitute a quorum for the taking of any action set forth in the notice of the original meeting. At a meeting or an adjourned meeting duly convened and at which a quorum is present as aforesaid, any Extraordinary Resolution to, amongst others, modify or amend any of the Securities, the Receipts, the Coupons or any provisions of the Agency Agreement (other than those items specified in General Conditions 14(a)(i) and (ii)), or to waive compliance with, any of the terms and conditions of the Securities shall be effectively passed if passed by a majority consisting of at least 75 per cent. of the votes cast.

The Principal Paying Agent (or the U.S. Paying Agent for Securities cleared and settled through DTC), the Issuer and the Guarantor may agree, without the consent of the Securityholders, Receiptholders or Couponholders, to:

(i)　　　　any modification of the Securities, the Receipts, the Coupons or the Agency Agreement which is not materially prejudicial to the interests of the Securityholders; or

(ii)　　　any modification of the Securities, the Receipts, the Coupons or the Agency Agreement which is of a formal, minor or technical nature or to cure, correct or supplement any defective provision or is made to correct a manifest or proven error or to comply with mandatory provisions of the law of the jurisdiction in which the Issuer or the Guarantor are incorporated.

Any such modification shall be binding on the Securityholders, the Receiptholders and the Couponholders and any such modification shall be notified to the Securityholders, in accordance with General Condition 13 as soon as practicable thereafter.

Notwithstanding any provision of these General Conditions to the contrary, this General Condition 14(a) shall not apply to 3(a)(2) Notes in which New York law is specified as the governing law in the relevant Pricing Supplement or to Securityholder holding such 3(a)(2) Notes. Furthermore, notwithstanding any provision of these General Conditions to the contrary, this General Condition 14(a) shall not apply to any modification of any series of 3(a)(2) Notes in which New York law is specified as the governing law in the relevant Pricing Supplement or to any modification of the Agency Agreement solely pertaining to or affecting any such series of 3(a)(2) Notes or Securityholders of such series of 3(a)(2) Notes. Any such modification described in the preceding sentence shall instead be governed by and be subject to the relevant provisions of General Condition 14(b) below, as applicable.

(b) For 3(a)(2) Notes in which New York Law is specified as the Governing Law in the relevant Pricing Supplement and Securityholders of such 3(a)(2) Notes

(i)　The Principal Paying Agent (or the U.S. Paying Agent for Securities cleared and settled through DTC), BGS and the Guarantor may agree, without the consent of the Securityholders, Receiptholders or Couponholders, to any modification of 3(a)(2) Notes in which New York law is specified as the governing law in the relevant Pricing Supplement (such 3(a)(2) Notes, the "**New York Law 3(a)(2) Notes**") or the Agency Agreement to:

(a)　　　evidence the succession of another person as the Issuer, and the assumption by any such successor of the covenants of the Issuer in the Agency Agreement and in any New York Law 3(a)(2) Notes of such series;

(b)　　　add to the covenants of the Issuer for the benefit of the holders of New York Law 3(a)(2) Notes of all or any series or to surrender any right or power conferred upon the Issuer under the Agency Agreement;

(c)　　　establish the form or terms of New York Law 3(a)(2) Notes of any series as permitted by the Agency Agreement;

(d)　　　cure any ambiguity or correct or supplement any defect or inconsistency in the Agency Agreement or the New York Law 3(a)(2) Notes or make any other provisions with respect to matters or questions arising under the Agency Agreement or New York Law 3(a)(2) Notes which do not adversely affect the interests of the holders of the New York Law 3(a)(2) Notes of any series in any material respect;

(e)　　　add to, delete from or revise the conditions, limitations and restrictions on the authorized amount, terms or purposes of issue, authentication and delivery of New York Law 3(a)(2) Notes, as set forth in the Agency Agreement;

(f)　　　supplement any of the provisions of the Agency Agreement to such extent as shall be necessary to permit the discharge of any series of New York Law 3(a)(2) Notes, *provided* such action does not adversely affect the interests of any holders of New York Law 3(a)(2) Notes of any series in any material respect;

(g)　　　add additional guarantors to any series of New York Law 3(a)(2) Notes, or secure any series of New York Law 3(a)(2) Notes;

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(h)   delete, amend or supplement any provision of the Agency Agreement *provided* such actions do not materially adversely affect the interests of the holders of New York Law 3(a)(2) Notes outstanding immediately prior thereto; or

(i)   delete, amend or supplement any provision of the Agency Agreement to comply with mandatory provisions of the law of the jurisdiction in which the Issuer or the Guarantor are incorporated.

Any modification made under subparagraphs (a) through (i) of this General Condition 14(b)(i) shall be binding on the Securityholders, the Receiptholders and the Couponholders.

(ii)   With the consent, as evidenced in an Act or Acts (as defined below), as the case may be, of the Securityholders of New York Law 3(a)(2) Notes of not less than a majority in principal amount of the outstanding New York Law 3(a)(2) Notes of each such series affected by such amendment or modification voting separately, the Principal Paying Agent, BGS and the Guarantor may enter into an amendment or modification of the Agency Agreement or the New York Law 3(a)(2) Notes of a series for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of Agency Agreement or of modifying in any manner the rights of the Securityholders of such New York Law 3(a)(2) Notes of such series and of waiving future compliance with respect to the Agency Agreement solely with respect to the New York Law 3(a)(2) Notes; *provided, however*, that no such amendment or modification shall, without the consent of the Securityholder of each outstanding New York Law 3(a)(2) Note affected thereby, shall:

(a)   change or extend the stated maturity of the principal of or any instalment of interest on any such New York Law 3(a)(2) Note,

(b)   reduce the principal amount or any redemption amount of, or interest on, any such New York Law 3(a)(2) Note;

(c)   change the obligation of the Issuer to pay additional amounts under this Agreement for the New York Law 3(a)(2) Notes;

(d)   change the currency of payment of such New York Law 3(a)(2) Note or interest thereon;

(e)   impair the right to institute suit for the enforcement of any payment on or with respect to any such New York Law 3(a)(2) Note;

(f)   reduce the percentage in aggregate principal amount of New York Law 3(a)(2) Notes outstanding necessary to modify or amend the Agency Agreement or waive any past default relating solely in respect of the New York Law 3(a)(2) Notes; or

(g)   reduce the voting requirements or the percentage of aggregate principal amount of New York Law 3(a)(2) Notes outstanding required to take any other action authorized to be taken by the Securityholders of a specified principal amount of New York Law 3(a)(2) Notes;

A modification which changes or eliminates any covenant or other provision of the Agency Agreement which shall have been included expressly and solely for the benefit of one or more particular series of New York Law 3(a)(2) Notes, or which modifies the rights of the Securityholders of New York Law 3(a)(2) Notes of such series with respect to such covenant or other provision, shall be deemed not to affect the rights under the Agency Agreement of the Securityholders of New York Law 3(a)(2) Notes of any other series.

It shall not be necessary for any Act of Securityholders of New York Law 3(a)(2) Notes under this General Condition 14(b)(ii) to approve the particular form of any proposed modification or amendment, but it shall be sufficient if such Act shall approve the substance thereof.

As used in this General Condition 14(b)(ii), "Act" means means any request, demand, authorization, direction, notice, consent, waiver or other action provided by or pursuant to this Agreement to be given or taken by holders of the relevant series of New York Law 3(a)(2) Notes and the written instrument or instruments in which such action is embodied and by which such action is evidenced."

7.   Condition 17 *"Contracts (Rights of Third Parties) Act 1999"* on page 119 of the Base Prospectus shall be deleted in its entirety and replaced with the following:

"**Contracts (Rights of Thirds Parties Act 1999; Benefits of New York Law 3(a)(2) Notes and Agency Agreement**

The Securities shall not confer any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Securities, but, subject to the succeeding sentence, this does not affect any right or remedy of a third party which exists or is available apart from that Act. Solely with respect to New York Law 3(a)(2) Notes and the provisions of the Agency Agreement solely relating to such New York Law 3(a)(2) Notes, nothing in the Agency Agreement or the New York Law 3(a)(2) Notes, express or implied, shall give to any person, other than the parties to the Agency Agreement and their successors and the Securityholders of such New York Law 3(a)(2) Notes, any benefit or any legal or equitable right, remedy or claim under the Agency Agreement or the New York Law 3(a)(2) Notes."

8. Condition 18 "*Governing Law and Submission to Jurisdiction*" on pages 119 to 120 of the Base Prospectus shall be deleted in its entirety and replaced with the following:

"**18. Governing Law and Submission to Jurisdiction**

    (a) Governing Law

        (i) The status of the Guarantee in respect of Certificated Securities (General Condition 3), the capacity of the Guarantor, and the relevant Guarantor corporate resolutions, will be governed by Spanish law. The Issue of the Certificated Securities, the capacity of the Issuer and the relevant Issuer corporate resolutions will be governed by Dutch Law. Subject as provided above, the terms and conditions of the Certificated Securities, all related contractual documentation (other than the Spanish Law Guarantee and Schedules 4 and 10 of the Agency Agreement which will be governed by the laws of Spain, and the New York Law Guarantee and any New York Law 3(a)(2) Notes which will both be governed by the laws of New York) and any non-contractual obligations arising out of or in connection with the Certificated Securities and all related contractual documentation (other than the Spanish Law Guarantee and Schedules 4 and 10 of the Agency Agreement which will be governed by the laws of Spain, and the New York Law Guarantee and any New York Law 3(a)(2) Notes which will both be governed by the laws of New York) will be governed by, and shall be construed in accordance with, English law. Any New York Law 3(a)(2) Notes (including any New York Law 3(a)(2) Note that is 3(a)(2) Global Security in substantially the form set forth in Part 3 of Schedule 5 of the Agency Agreement), the provisions of the Agency Agreement to the extent they relate solely to such New York Law 3(a)(2) Notes, and any non-contractual obligations arising out of or in connection with them will be governed by, and shall be construed in accordance with, the laws of the State of New York without reference to or inclusion of the principles of choice of law or conflicts of law in that jurisdiction."

    (b) Submission to Jurisdiction

        (i) Subject to General Condition 18(b)(iii) of the "*Terms and Conditions of the Securities*" below, the English courts have exclusive jurisdiction to settle any dispute arising out of or in connection with the Securities and/or the Coupons, including any dispute as to their existence, validity, interpretation, performance, breach or termination or the consequences of their nullity and any dispute relating to any non-contractual obligations arising out of or in connection with the Securities and/or the Coupons (a "**Dispute**") and accordingly each of the Issuer and any Securityholders or Couponholders in relation to any Dispute submits to the exclusive jurisdiction of the English courts.

        (ii) For the purposes of this General Condition 18, the Issuer and any Securityholders, Receiptholders or Couponholders in relation to any Dispute waives any objection to the English courts on the grounds that they are an inconvenient or inappropriate forum to settle any Dispute.

        (iii) This General Condition 18(b)(iii) is for the benefit of the Securityholders, Receiptholders and the Couponholders only. To the extent allowed by law, the Securityholders and the Couponholders may, in respect of any Dispute or Disputes, take (i) proceedings in any other court with jurisdiction; and (ii) concurrent proceedings in any number of jurisdictions.

        (iv) (a) Notwithstanding any provision of these General Conditions to the contrary, the provisons of General Condition 18(b)(i) through (iii) above shall not apply to any New York Law 3(a)(2) Notes Dispute (as defined below). Subject to General Condition 18(b)(iv)(c) below, any New York State court or United States federal court sitting in the Borough of Manhattan in the City of New York (the "**New York Courts**") shall have exclusive jurisdiction to settle any disputes arising solely out of or in connection with New York Law 3(a)(2) Notes or with the Agency Agreement to the extent it relates solely to such 3(a)(2) Notes, including, in each case, any dispute as to their existence, validity, interpretation, performance, breach or termination or the consequences of their nullity and any dispute

relating to any non-contractual obligations arising out of or in connection thereto (a "**New York Law 3(a)(2) Notes Dispute**") and accordingly each of the Issuer and any Securityholders or Couponholders in relation to any New York Law 3(a)(2) Notes Dispute submits to the exclusive jurisdiction of the New York Courts.

(b) For the purposes of this General Condition 18(b)(iv), the Issuer and any Securityholders, Receiptholders or Couponholders in relation to any New York Law 3(a)(2) Notes Dispute waives any objection to the New York Courts on the grounds that they are an inconvenient or inappropriate forum to settle any New York Law 3(a)(2) Notes Dispute.

(c) This General Condition 18(b)(iv)(c) is for the benefit of the Securityholders, Receiptholders and the Couponholders only. To the extent allowed by law, the Securityholders and the Couponholders may, in respect of any New York Law 3(a)(2) Notes Dispute or New York Law 3(a)(2) Notes Disputes, take (i) proceedings in any other court with jurisdiction; and (ii) concurrent proceedings in any number of jurisdictions.

(c) Appointment of Process Agent

The Issuer irrevocably appoints the Guarantor at its registered office for the time being in England as its agent for service of process in any proceedings before the English courts in relation to any Proceedings and undertakes that, in the event of the Guarantor being unable or unwilling for any reason so to act, it will immediately appoint another person as its agent for service of process in England in respect of any Proceedings. The Issuer agrees that failure by a process agent to notify it of any process will not invalidate service. Nothing herein shall affect the right to serve process in any other manner permitted by law.

The Issuer irrevocably appoints the New York Branch at its registered office in the Borough of Manhattan in the City of New York as its agent for service of process in any proceedings before the New York Courts relating to a New York Law 3(a)(2) Notes Dispute and undertakes that, in the event of the New York Branch being unable or unwilling for any reason so to act, it will immediately appoint another person as its agent for service of process in New York in respect of such proceedings. The Issuer agrees that failure by a process agent to notify it of any process will not invalidate service. Nothing herein shall affect the right to serve process in any other manner permitted by law."

9. A new paragraph shall be inserted below the paragraph "*Set out below is the form of Pricing Supplement for Exempt Securities which will be completed for each Tranche of Securities issued under the Programme*"on page 412 of the Base Prospectus, and such new paragraph (along with a corresponding explanatory footnote) shall read as follows:

"*A form of Pricing Supplement substantially in the form set out in Annex A of the Third Supplement dated 23 November 2022 can alternatively also be used for the issuance of each Tranche of 3(a)2 Notes under the Programme.[2]*"

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"[2] Delete when completing the Pricing Supplement."

The Central Bank of Ireland has neither approved nor reviewed information contained in the Base Prospectus or this Supplement in connection with Exempt Securities including any such 3(a)(2) Notes.

GENERAL

To the extent that there is any inconsistency between (a) any statement in this Supplement or any statement incorporated by reference into the Base Prospectus by this Supplement and (b) any other statement in or incorporated by reference in the Base Prospectus, the statements in (a) above will prevail.

Save as disclosed in this Supplement there has been no other significant new factor, material mistake or inaccuracy relating to information included in the Base Prospectus since the publication of the Base Prospectus.

In accordance with article 23.2 of the Prospectus Regulation, investors who have agreed to purchase or subscribe for any Securities before this Supplement is published have the right, exercisable before the end of the period of three working days beginning with the working day after the date on which this Supplement was published, to withdraw their acceptances. This right to withdraw shall expire by close of business on 28 November 2022.

FORM OF PRICING SUPPLEMENT FOR 3(a)(2) NOTES

PRICING SUPPLEMENT FOR 3(a)(2)NOTES

Set out below is the form of Pricing Supplement for 3(a)(2)Notes which may be completed for each Tranche of 3(a)(2) Notes issued under the Programme.[1]

NO PROSPECTUS IS REQUIRED IN ACCORDANCE WITH REGULATION (EU) 2017/1129 FOR THE ISSUE OF THE NOTES

[*Date*]

Issue of [*Aggregate Nominal Amount of* [*Tranche*] [*Title of 3(a)(2) Notes*] (the "**Notes**") issued by **BBVA GLOBAL SECURITIES B.V.** (as "**Issuer**") guaranteed by **BANCO BILBAO VIZCAYA ARGENTARIA, S.**A., NEW YORK BRANCH (as "**Guarantor**") under the €6,000,000,000 Structured Medium Term Securities Programme

UNITED STATES OF AMERICA: [The Notes and the guarantee thereof are offered pursuant to an exemption from registration under the U.S. Securities Act of 1933, as amended (the "**Securities Act**"), provided by Section 3(a)(2) of the Securities Act. The Notes are not deposits or savings accounts and are not insured by the Federal Deposit Insurance Corporation or any other governmental agency of the United States or any other jurisdiction.] [Neither the Securities and Exchange Commission (the "SEC") nor any state securities commission has approved or disapproved of the Notes or determined that this Pricing Supplement is truthful or complete. Any representation to the contrary is a criminal offense. Under no circumstances shall this Pricing Supplement constitute an offer to sell or a solicitation of an offer to buy, nor shall there be any sale of these Notes, in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to qualification under the securities laws of any such jurisdiction.]

PART A - CONTRACTUAL TERMS

[Terms used herein shall be deemed to be defined as such for the purposes of the General Conditions of the Notes (and, together with the applicable Annex(es), the "**Conditions**") set forth in the Base Listing Particulars dated 24 June 2022 [and the supplement[s] to it dated [*date*] [and [*date*]] which [together] constitute[s] a Base Listing Particulars (the "**Base Listing Particulars**").][This document constitutes the Pricing Supplement for the Notes and must be read in conjunction with the Base Listing Particulars.][dated 24 June 2022 [and the supplement[s] to it dated [*date*] [and [*date*] [(the "**Base Listing Particulars**")] published on the website of the Guarantor (https://www.bbva.com/en/) All references in the Base Listing Particulars and the General Conditions to the Securities shall mean the Notes]

Include whichever of the following apply. If a paragraph is not applicable, this paragraphs may be deleted in its entirety and the numbering changed accordingly. Italics denote directions for completing the Pricing Supplement. Where the context so permits, Terms in this Pricing Supplement may be attributed a numerical or letter suffix value when included hereon. Without limitation, the suffix can be denoted as "j", "k", "m", "q", "n", "t" or "i" and the term may be completed on the basis of the number or numbers represented by j, k, m, q, n, t or i, as chosen at the time of an issue of Notes. When applicable and in order to improve the reading and intelligibility of the formula(e) in the Pricing Supplement, the applicable suffixes may be included, completed and explained and may be presented as a table, if necessary, in the Pricing Supplement. Where the Pricing Supplement specify that a table may be inserted, such table will set out amounts, entities, dates, items, rates, value levels, triggers, figures and other information which completes the definitions that appear in the relevant subparagraphs of the Pricing Supplement, the Terms and Conditions of the Notes and the applicable Annex(es) to the Terms and Conditions of the Notes. Any units expressed in percentage can be shorted by the symbol "%. Any paragraph can be replaced or removed if the definition included in such paragraph has been defined in any previous paragraph. The paragraphs set forth below can be formatted into a gridded table. Type and size of letter can be discretionally changed.[2]

1.(i)	Issuer:	BBVA Global Securities B.V. (NIF: N0074943B)
(ii)	Guarantor:	Banco Bilbao Vizcaya Argentaria, S.A. (NIF: A48265169), acting through its New York Branch
(iii)	ISIN Code:	[*specify*]
(iv)	CUSIP:	[*specify*]
(v)	Common Code:	[*specify*](*delete if not applicable*)

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[1]   Delete when completing the Pricing Supplement.

[2]   Remove guidance notes in italics when preparing the Pricing Supplement.

FORM OF PRICING SUPPLEMENT FOR 3(a)(2) NOTES

2. (i)	Series Number:	[*specify*]
(ii)	Tranche Number:	[*specify*] (*delete if Tranche 1*)
(iii)	Date on which the Notes will be consolidated and form a single Series:	The Notes will be consolidated and form a single Series with [*identify earlier Tranches*] on [the Issue Date] [Not applicable] (*delete if not applicable*)
(iv)	Applicable Annex(es):	[Not applicable]
		[Annex 1: Payout Conditions] [Annex 2: Index Linked Conditions] [Annex 3: Equity Linked Conditions] [Annex 4: ETF Linked Conditions] [Annex 5: Fund Linked Conditions] [Annex 6: Inflation Linked Conditions] [Annex 7: Foreign Exchange (FX) Rate Linked Conditions]
		(*More than one Annex may apply.*)(*delete this paragraph if not applicable*)
3.	**Specified Currency** :	[*specify*]
4.	**Aggregate Nominal Amount:**	
(i)	Series:	[*specify*]
(ii)	Tranche:	[*specify*] (*delete if Tranche 1*)
5.	**Issue Price:**	[*specify*] [per cent. of the Aggregate Nominal Amount] [plus accrued interest from [*insert date*] (*if applicable*)] [payable as set out in paragraph 4(i) above]
6. (i)	**Specified Denomination(s):**	[*specify*]
(ii)	Minimum Tradable Amount:	[*specify*][Not applicable]
(iii)	Calculation Amount:	[*specify*] (*Insert the following in the case of Instalment Notes*) [(the "**Original Calculation Amount**")][minus, for the purposes of any calculation by reference to the Calculation Amount on any day, the sum of the Instalment Amounts paid prior to the relevant day][which shall be reduced by [*specify amount*] after each Instalment Date] [save for the purposes of calculation of any [Interest Amount][Final Redemption Amount][Early Redemption Amount][Automatic Early Redemption Amount][Optional Redemption Amount][Entitlement Amount] [[payable][deliverable] on [*specify*]][for which purpose the Original Calculation Amount will apply] [Not applicable]]]
		(*If only one Specified Denomination, insert the Specified Denomination. If more than one Specified Denomination, insert the highest common factor. Note: There must be a common factor in the case of two or more Specified Denominations.*)
7. (i)	Trade Date:	[*specify*]
(ii)	Issue Date:	[*specify*]
(iii)	Interest Commencement Date:	[*specify*][Issue Date][Not applicable] (*If not applicable, delete*)
		(*An Interest Commencement Date will not be relevant for certain Notes, for example Zero Coupon Notes.*)
8.	**Maturity Date:**	[The Interest Payment Date falling on or nearest to] [*specify*][or if that is not a Business Day the immediately [succeeding][preceding] Business Day

[unless it would thereby fall into the next calendar month, in which event it will be brought forward to the immediately preceding Business Day] [*specify*] [(the "**Scheduled Maturity Date**")][or such [later] date for redemption determined as provided in the [[Index Linked][Equity Linked][ETF Linked][Fund Linked][Inflation Linked] [FX Linked] Conditions

9.	**Interest Basis:**	[Not applicable][Applicable] (*If not applicable, this paragraph may be deleted*)

(See Paragraph 15 below)

(*Where applicable specify one or more of the following*) [per cent.] [per annum] [Fixed Rate] [Interest Leverage Multiplier: [*specify*]]

[[LIBOR][EURIBOR][SONIA][SOFR][€STR][*specify CMS Rate*][*specify*] +/-[*specify*] per cent.] Floating Rate] [Interest Leverage Multiplier: [*specify*]]

[Specified Interest Amount] (See paragraph [*specify*] below)

[Zero Coupon]

[Reference Item Linked Interest:

(*specify one or more of the following*)

[Index Linked Interest] [Equity Linked Interest] [ETF Linked Interest] [Fund Linked Interest] [Inflation Linked Interest] [Foreign Exchange (FX) Rate Linked Interest] [Reference Item Rate Linked Interest] [Combination Interest][Interest Leverage Multiplier: [*specify*]]

10.	**Redemption Basis:**	[Redemption at [par][*specify*][see paragraph [*specify*] (Final Redemption Amount) below]

[Index Linked Redemption] [Equity Linked Redemption] [ETF Linked Redemption] [Fund Linked Redemption] [Inflation Linked Redemption] [Foreign Exchange (FX) Rate Linked Redemption] [Reference Item Rate Linked Redemption] [Combination Redemption] [Instalment] (See paragraph 46 below)

11.	**Reference Item(s):**	[*specify*] [See paragraph [*specify*] [Index][Basket of Indices][Share][Basket of Shares] [Index] [Indices] [ETF][ETF Basket][Fund][Fund Basket][Subject Currency][Subject Currencies] Reference Item Rate][Reference Spread] below] (*Repeat if necessary*)

[Not applicable] (*If not applicable, delete this paragraph*)

12.	**Put/Call Options:**	[Not applicable] (*If not applicable, delete this paragraph*)

[Securityholder Put Option] [Issuer Call Option] [(see paragraph[s] [*specify*] below]

13.	**Knock-in Event:**	[Not applicable][Applicable: Knock-in Value [for every Reference Item in the Basket] is [greater than][greater than or equal to][less than][less than or equal to] the Knock-in[Barrier][[within][outside] [the Knock-in Range] (*Only applicable if a payment to be made in respect of the Notes is subject to a condition precedent that a Knock-in Event has occurred. If not applicable, delete this paragraph*)

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		[The Reference Item Rate [1][2] is [greater][less] than [or equal to] the Knock-in Barrier] (*Insert for Reference Item Rate Linked Notes*)
(i)	Knock-in Value:	[*insert definition from Payout Condition5.1*]
(ii)	Knock-in Barrier:	[*specify value or percentage*]
(iii)	Knock-in Range:	From and [including][excluding] [*specify range of values, percentages, level, or prices etc*] to and [including][excluding] [*specify range of values, percentages, barrier etc*] [Not applicable]
(iv)	Knock-in Determination Day(s):	[*specify*][Each Scheduled Trading Day in the Knock-in Determination Period][Not applicable] [subparagraph (ii)[(A)][(B)] of the definition of Valuation Date as set out in the [Index][Equity][EFT] Linked Conditions shall apply for the purposes of Valuation Date]
(v)	Knock in Determination Period:	[*specify*][Not applicable]
(vi)	Knock-in Period Beginning Date:	[*specify*]][Not applicable]
(vii)	Knock-in Period Beginning Date Scheduled Trading Day Convention:	[Applicable][Not applicable]
(viii)	Knock-in Period Ending Date:	[*specify*][Not applicable]
(ix)	Knock-in Period Ending Date Scheduled Trading Day Convention:	[Applicable][Not applicable]
(x)	Knock-in Valuation Time:	[*specify*][Scheduled Closing Time][Any time on a Knock-in Determination Day][Not applicable]
14.	**Knock-out Event:**	[Not applicable][Applicable: The Knock-out Value [for every Reference Item in the Basket] is [(i)][greater than][greater than or equal to][less than][less than or equal to] [the Knock-out [Barrier] [within][outside] the Knock-out Range] (*Only applicable if a payment to be made in respect of the Notes is subject to a condition precedent that a Knock-out Event has occurred. (If not applicable, delete this paragraph*) [The Reference Item Rate [1][2] is [greater][less] than [or equal to] the Knock-out Barrier] (*Insert for Reference Item Rate Linked Notes*)
(i)	Knock-out Value:	[*insert definition from Payout Condition 5.1*]
(ii)	Knock-out Barrier:	[*specify value or percentage*]
(iii)	Knock-out Range:	From and [including][excluding] [*specify range of values, percentages, level, or prices etc*] to and [including][excluding] [*specify range of values, percentages, level, or prices etc*] [Not applicable]
(iv)	Knock-out Determination Day(s):	[[From and including][From and excluding][To and including][To but excluding][*specify*]] [*specify*][Each Scheduled Trading Day in the Knock-out Determination Period][Not applicable]

		[subparagraph (ii)[(A)][(B)] of the definition of Valuation Date as set out in the [Index][Equity][EFT] Linked Conditions shall apply for the purposes of Valuation Date]
(v)	Knock-out Determination Period:	[*specify*][Not applicable]
(vi)	Knock-out Period Beginning Date:	[*specify*][Not applicable]
(vii)	Knock-out Period Ending Date:	[*specify*][Not applicable]
(viii)	Knock-out Period Beginning Date Scheduled Trading Day Convention:	[Applicable][Not applicable]
(ix)	Knock-out Period Ending Date Scheduled Trading Day Convention:	[Applicable][Not applicable]
(x)	Knock-out Valuation Time:	[*specify*][Scheduled Closing Time][Any time on a Knock out Determination Day][Not applicable]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

15.	**Interest:**	[Applicable][Not applicable] (*If not applicable, delete this paragraph*)
(i)	Interest Period End Date(s):	[*specify*][Not applicable][As per General Condition 4[(a)][(b)]]
(ii)	Business Day Convention for Interest Period End Date(s):	[Adjusted in accordance with [Following Business Day Convention][Modified Following Business Day Convention][Preceding Business Day Convention][Floating Rate Convention]] [Not applicable (unadjusted)]
		(if unadjusted specify not applicable. If adjusted specify same Business Day Convention as for Interest Payment Dates. Unless otherwise agreed, the Business Day Convention where the Reference Rate is SONIA, SOFR or €STR should be specified as Modified Following Business Day Convention)
(iii)	Interest Payment Date(s):	[*specify*][As defined in the relevant Interest Basis provisions below] [(i) Each scheduled Interest Payment Date set out in the table below or, in each case; (ii) the Automatic Early Redemption Date immediately following the occurrence of an Automatic Early Redemption Event, whichever is the earlier][Upon the occurrence of an Automatic Early Redemption Event, interest shall cease to accrue and no further interest will be payable after the Automatic Early Redemption Date.]
(iv)	Business Day Convention for Interest Payment Date(s):	[Following Business Day Convention][Modified Following Business Day Convention][Preceding Business Day Convention][Floating Rate Convention][Not applicable]
		(If a Business Day Convention is specified for Interest Period End Date(s), unless Interest Payment Date(s) is (are) expressed to be a number of Business Days after the relevant Interest Period End Final Date, Interest Payment Date(s) must be subject to the same Business Day Convention)
(v)	Minimum Interest Rate:	[*specify*][per cent.][per annum][Not applicable]
		(If a Minimum Interest Rate applies for each Interest Period, the Minimum Interest Rate shall be specified separately for each Interest Period)

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(vi)	Maximum Interest Rate:	[*specify*][per cent.][per annum][Not applicable]
		(*If a Maximum Interest Rate applies for each Interest Period, the Maximum Interest Rate shall be specified separately for each Interest Period.*)
(vii)	Day Count Fraction:	[30/360][Actual/Actual [(ICMA)][(ISDA)]] [Actual/365 [(Fixed)][(Sterling)]] [Actual/360] [30/360/] [360/360] [Bond Basis] [30E/360 [(ISDA)]] [Eurobond Basis] [1/1] [1] [Not applicable]
		(*Where Actual/Actual ICMA is applicable, insert Determination Date(s) below*)
		(*Repeat for each Interest Basis as necessary*)
		(*Where the Reference Rate is (i) SONIA, specify Actual/365(Fixed); and (ii) SOFR or €STR, specify Actual/360*)
(viii)	Determination Date(s):	[[*specify*][in each year]][Not applicable]
		(*Only relevant where Day Count Fraction is Actual/Actual (ICMA). In which case, insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon*)
(ix)	Rate of Interest:	[In respect of each Interest Payment Date [(from [*specify*] to [*specify*])][falling [on][during the period from and including] [*specify*] [to and including [*specify*]] only]][Not applicable]]the Rate of Interest shall be determined by the Calculation Agent [as][in accordance with the following formula(s)]:
		(*The above formulation may be repeated as necessary for each relevant interest type below*)
		[Fixed Rate] [Floating Rate]
		(*In respect of the following, insert formula, relevant value(s) and other related definitions from Payout Condition 2.1 and relevant definitions from Payout Condition 5. Any variable of a formula that makes reference to a definition, or to another formula may be replaced and substituted directly by these elements as many times as necessary to facilitate the comprehension*)
		[Rate of Interest (i)] [Rate of Interest (ii)] [Rate of Interest (iii)] [Rate of Interest (iv)] [Rate of Interest (v)] [Rate of Interest (vi)] [Rate of Interest (vii)] [Rate of Interest (viii) - Call] [Rate of Interest (ix) - Put] [Rate of Interest (x) – Range Accrual] [Rate of Interest (xi) - Call Participation] [Rate of Interest (xii) - Digital One Barrier] [Rate of Interest (xiii) –Digital One Barrier Standard] [Rate of Interest (xiv) – Strike Podium n Barriers] [Rate of Interest (xv) – Partial Memory] [Rate of Interest (xvi) – Memory] [Rate of Interest (xvii) - Call with Individual Caps] [Rate of Interest (xviii) – Cappuccino] [Rate of Interest (xix) - Best Replace] [Rate of Interest (xx) – Cliquet] [Rate of Interest (xxi) - Cliquet Digital] [Rate of Interest (xxii) - Cliquet Digital Lock in] [Rate of Interest (xxiii) - Digital Coupon One Dual Condition] [Rate of Interest (xxiv) - Digital Coupon Two Dual Conditions] [Rate of Interest (xxv) – TARN] [Rate of Interest (xxvi) – Ratchet] [Rate of Interest (xxvii) – Multiplier] [Rate of Interest (xxviii) –Count Barrier Condition] [Rate of Interest (xxix) – Podium] [Rate of Interest (xxx) – Compensation] [Rate of Interest (xxxi) – Dual Currency Digital Coupon] [Rate of Interest (xxxii) – Partial Consolidation] [Rate of Interest (xxxiii) – Ulises] [Rate of Interest (xxxiv) – Leonidas Range Accrual] [Rate of Interest (xxxv) – Leonidas] [Rate of Interest (xxxvi) – Branch] [Rate of Interest

(xxxvii) – Multiple Reverse] [Rate of Interest (xxxviii) – Growth & Income] [Rate of Interest (xxxix) – Daily Fixed Coupon]

[Option FX: Applicable] *(specify as applicable for each Rate of Interest where FX option is to apply)*

(If the Rate or Interest is calculated by reference to Reference Items, Valuation Dates, Observation Dates etc. or is otherwise calculated differently in respect of each Interest Payment Date, above options may be repeated and numerical suffixes may be used to clarify which Reference Item, Rate of Interest, Valuation Date, Observation Date etc. applies in respect of the corresponding Interest Payment Date)

16.	**Fixed Rate Note Provisions:**	[Applicable[, in respect of [the][each] Interest Payment Date[s] falling [on][during the period from and including] [*specify*] [to and including [*specify*]] only]][Not applicable] (*If not applicable, delete this paragraph*)
		(If more than one fixed rate is to be determined repeat items (i) to (iii) of this paragraph for each such rate and, if Digital Coupon One Condition of Digital Coupon two Conditions apply distinguish between the Rate which is Rate A, the Rate which is Rate B and the Rate which is Rate C if applicable)
(i)	Rate(s) of Interest:	[[*specify*][per cent. [per annum] payable [annually][semi-annually][quarterly][monthly] in arrears on each Interest Payment Date][Not applicable]
		(Amend appropriately in the case of irregular coupons)
(ii)	Fixed Coupon Amount(s):	[[*specify*] per Calculation Amount][Not applicable]
(iii)	Broken Amount(s):	[[*specify*] per Calculation Amount, payable on the Interest Payment Date[s] falling [in][on][*specify*]][Not applicable]
17.	**Floating Rate Note Provisions:**	[Applicable[, in respect of [the][each] Interest Payment Date[s] falling [on][during the period from and including] [*specify*] [to and including [*specify*] only]][Not applicable] [for purposes only of determining the "Rate" element of the Rate of Interest specified in item [*specify*](ix)] *(insert where "Rate of Interest (x) - Range Accrual" applies under item [*specify*] (ix))* (*If not applicable, delete this paragraph*)
		(If more than one floating rate is to be determined, repeat items [specify] to [specify] for each such rate and, if Digital Coupon One Condition of Digital Coupon two Conditions apply distinguish between the Rate which is Rate A, the Rate which is Rate B and the Rate which is Rate C if applicable)
(i)	Specified Period(s):	[*specify length of period*] [Not applicable]
(ii)	Manner in which the Rate of Interest and Interest Amount is to be determined:	[Screen Rate Determination][ISDA Determination] *(further particulars specified below)*
(iii)	Screen Rate Determination:	[Applicable][Not applicable]
		(If applicable, for floating rate Notes not referencing SONIA, SOFR or €STR include (a) to [(d)] below and delete the other sub-paragraphs)
		(If applicable, for floating rate Notes referencing SONIA, SOFR or €STR include (a) to [(TBD)] (excluding (c) below, delete otherwise)

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(a)	Reference Rate:	[*specify period*] [month] [year] [LIBOR] [EURIBOR] [SONIA] [SOFR] [€STR] [CMS Rate with a Designated Maturity of [*insert years*]][*specify Government Bond Yield Rate*][specify TEC Rate] [with a Designated Maturity of [*insert years*]] [*specify other*]
(b)	Interest Determination Date(s):	[specify] [[specify] [prior to the [The][first] day of each Interest Period]] [The [second][specify] [Business Day][specify] falling prior to Interest Payment Date][Each Interest Payment Date, provided that in respect of the final Interest Period, the Interest Determination Date shall be the [second][ ] [Business Day][specify] falling prior to Interest Payment Date ([not] taking into account any adjustment made pursuant to Condition 5 (*Payments, Physical Delivery and Exchange of Talons*)) – *use for Payment Delay only*]
(c)	Specified Time:	[*specify*][Not applicable] (*Not applicable, for SONIA, SOFR or €STR*)
(d)	Relevant Screen Page:	[*specify*][The SOFR Screen Page][ECB Website] [New York Federal Reserve's Website] (*In the case of EURIBOR, if not Reuters EURIBOR01 ensure it is a page which shows a composite rate or amend the fallback provisions appropriately*)
(e)	RFR Index Determination:	[Applicable][Not applicable]
(f)	Determination Method:	[Compounded Daily Rate – *include if RFR Index Determination is specified as applicable, or if this is the chosen determination method where RFR Index Determination is specified as Not applicable*][Weighted Average Rate]
(g)	Observation Method:	[Observation Shift][Lag][Lock-Out][Payment Delay]
(h)	Observation Shift Option [*Specify only where Observation Shift is applicable*]:	[Standard Shift][IDD Shift]][Not applicable]
(i)	Y:	["Y":] means [360] (*likely to be specified for USD and Euro*) [365] (*likely to be specified for GBP*)][*specify*] [Not applicable]
(j)	"p":	[specify] (*only if Observation Shift (Standard Shift) or Lag are applicable*]][Not applicable]
(k)	Effective Interest Payment Dates:	[In respect of each Interest Period other than the final Interest Period, the date falling [two][specify] [Business Days][specify] following the Interest Payment Date, and in respect of the final Interest Period, the Maturity Date or redemption date (as applicable) of the Notes. [Not applicable] (*include Not applicable if Payment Delay is not specified as the Observation Method*)
(l)	Rate Cut-off Date:	[(*specify*) Reference Rate Business Day(s) immediately prior to the Interest Determination Date] [as per General Condition 4(b)(iv)(2)(D)] [Not applicable] (*include where Lock-Out or Payment Delay is specified as the Observation Method*)
[(m)	SOFR Replacement Alternatives Priority:	[As per General Condition 4(b)(iv)(4)[specify][Not applicable] (*Include where the Reference Rate is SOFR*)]
(iv)	ISDA Determination:	[Applicable][Not applicable]
(a)	ISDA Definitions:	[2006 ISDA Definitions / 2021 ISDA Definitions]

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(b)	Floating Rate Option:	[*specify*] [EUR-EURIBOR-Reuters *(if 2006 ISDA Definitions apply)* / EUR-EURIBOR *(if 2021 ISDA Definitions apply)* / EUR-EuroSTR / EUR-EuroSTR Compounded Index / GBP SONIA / GBP SONIA Compounded Index / USD-SOFR / USD-SOFR Compounded Index]
		(if the Floating Rate Option is a Compounded Index specify not applicable in (e) and (f) and complete (g) below)
(c)	Designated Maturity:	[*specify*][Not applicable]
		(Designated Maturity will not be relevant where the Floating Rate Option is a risk free rate)
(d)	Reset Date:	[*specify*] [as specified in the ISDA Definitions][the first day of the relevant Interest Period]
(e)	Compounding:	[Applicable]/[Not applicable]
(i)	Compounding Method:	[OIS Compounding] [Compounding with Lookback Lookback: [Five][specify] Applicable Business Days] [Compounding with Observation Period Shift Observation Period Shift: [specify] Observation Period Shift Business Days Observation Period Shift Additional Business Days: [specify]/[Not applicable]] [Compounding with Lockout Lockout: [specify] Lockout Period Business Days Lockout Period Business Days: [Applicable Business Days][specify]] [Daily Capped Rate and/or Daily Floored Rate: [Applicable][Not applicable] [Daily Capped Rate: [specify] per cent.] [Daily Floored Rate: [specify] per cent.]]
(f)	Averaging:	[Applicable]/[Not applicable]
(i)	Averaging Method:	[Overnight Averaging] [Averaging with Lookback [Five][specify] Applicable Business Days] [Averaging with Observation Period Shift Observation Period Shift: [Five][specify] Observation Period Shift Business Days Observation Period Shift Additional Business Days: [specify]/[Not applicable]] [Averaging with Lockout: Lockout: [Five][specify] Lockout Period Business Days Lockout Period Business Days: [Applicable Business Days][specify]] [Daily Capped Rate and/or Daily Floored Rate: [Applicable][Not applicable]

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		[Daily Capped Rate: [specify] per cent.]
		[Daily Floored Rate: [specify] per cent.]]
(g)	Index Provisions:	[Applicable][Not applicable]
(i)	Index Method:	Compounded Index Method with Observation Period Shift
		Observation Period Shift: [Five][specify] Observation Period Shift Business Days
		Observation Period Shift Additional Business Days: [specify]/[Not applicable]
		[Standard Index Method][Compounded Index Method]
(h)	Interest Determination Date(s):	[*specify*]
(i)	Payment Delay:	[Applicable][Not applicable]
		[Effective Interest Payment Date: In respect of each Interest Period other than the final Interest Period, the date falling [two][specify] [Business Days][specify] following the Interest Payment Date, and in respect of the final Interest Period, the Maturity Date or redemption date (as applicable) of the Notes *(include if Payment Delay is specified as applicable for Floating Rate Option when OIS Compounding or Overnight Averaging is the applicable calculation method and for Floating Rate Option Index if Index Method is Standard Index Method or Compounded Index Method)*
(v)	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)*]
(vi)	Margin(s):	[[+/-][*specify*][per cent][per annum][Not applicable]
		(If a Margin applies for each Interest Period, the Margin shall be specified separately for each Interest Period)
18.	**Specified Interest Amount Note Provisions:**	[Applicable][Not applicable] *(If not applicable delete this paragraph)*
(i)	Specified Interest Amount(s):	[In respect of the [following] Specified Interest Payment Dates [from and including [[*specify*] to and including [*specify*]]], [*specify*] per Calculation Amount][See table [above][below]](*Insert table*)
		(repeat as necessary)
(ii)	Specified Interest Payment Date(s):	[*specify*][[Each][The] Interest Payment Date falling on or nearest to] [*specify*][from and including [the Interest Payment Date falling on or nearest to] [*specify*] to and including [the Interest Payment Date falling on or nearest to][*specify*]][, as adjusted in accordance with the Business Day Convention] [See table [above][below]](*Insert table*)
(iii)	Specified Interest Amount Multiplier:	[Not applicable] [*specify*]
(iv)	Business Day Convention	[*specify*] *(only include if necessary)*
19.	**Zero Coupon Note Provisions:**	[Applicable][Not applicable]

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		(*If not applicable, delete this paragraph*)
	Accrual Yield:	[*specify*] per cent. [per annum] [30/360][specify]

20.   **Index Linked Interest Provisions:**   [Applicable] [in respect of [the][each] Interest Payment Date[s] falling [on][during the period from and including] [*specify*] [to and including [*specify*] only][Not applicable] [for the purposes of determining the "Rate of Interest" specified in item [*specify*](ix)] (*insert where "Rate of Interest (x) - Range Accrual" applies under item* [*specify*]*(ix)*)

(*If not applicable, delete this paragraph*)

(i)   [Index][Basket of Indices]:   [The following Reference Item(s)[(k)] [(from [k] = 1 to [[k][*specify*])] will apply:] [Not applicable] [See table [above] [below]] [*Insert table*]

[For [k]=1][specify][*insert description and, if relevant details of where investors can obtain information about the Index*][(see paragraph [specify])](*repeat as necessary*)

[The (*specify Index*) is [not] a [Single-Exchange] [or] [Multi-Exchange Index] (*repeat as necessary*)]

[Weighting: [[Not applicable]] [[*specify*] [Each such Weighting shall be subject to adjustment in accordance with the Index Linked Conditions]]

(ii)   [Exchange(s)] [Pricing Source]: and Index Sponsor]:   (a)   the relevant [Exchange[s]][Pricing Source [s] [is][are]*specify* [there are no relevant [Exchanges][Pricing Sources]][*specify*]; and

(b)   the relevant Index Sponsor is [*specify*].]

[See table [above][below]]

(*include Pricing Source if non Multi-Exchange/Single Exchange is selected above*).

(iii)   [Related Exchange][Related Pricing Source]:   [*specify*][All Exchanges]

[*specify*][All Related Pricing Sources] [Not applicable] (*include Related Pricing Source if the Index is a non Single-Exchange or Multi-Exchange Index*).

(iv)   Screen Page: [*specify*][See table [above][below]]

(v)   [Strike Date] [Strike Period and Strike Days]:   [*specify*][Not applicable] [*specify applicable Strike Days in the period if applicable*] [See table [above][below]]

(vi)   Averaging: [Not applicable][Averaging [applies] to the Notes. [The Averaging Dates are [*specify*].] [See paragraph [*specify*] above][See table [above] [below]]

[In the event that an Averaging Date is a Disrupted Day Omission][Postponement][Modified Postponement] will apply.]

[subparagraph (iii)[(B) [1][2] of the definition of Modified Postponement as set out in the Index Linked Conditions shall apply for the purposes of Modified Postponement]

(vii)   Interest Payment Date(s):   [*specify*][See table [above][below]][*Insert table*]

(viii)   [Coupon Valuation [Date(s)][Period(s)]]:   [*specify*][See table [above][below]] [subparagraph (ii)[(A)][(B)] of the definition of Valuation Date as set out in the Index Linked Conditions shall apply for the purposes of Valuation Date]

(ix)	Coupon Valuation Time:	[Scheduled Closing Time][Any time [on the relevant Coupon Valuation Date][during the Coupon Valuation Period] [[*specify*], being the time specified on the relevant [Coupon Valuation Date] [Observation Date] or an Averaging Date, as the case may be, for the calculation of the [Index Linked Interest Amount] [Not applicable] [As per the Index Linked Conditions]
(x)	[Observation Date(s)][Observation Period(s)]:	[*specify*][Not applicable][See table [above][below]]
		[subparagraph (ii)[(A)][(B)] of the definition of Valuation Date as set out in the Index Linked Conditions shall apply for the purposes of Valuation Date]
(xi)	[Exchange Business Day][Index Business Day]:	[(All Indices Basis)][(Per Index Basis)][(Single Index Basis)][(Cross Asset Basis)]] (*include Index Business Day if non Multi-Exchange/Single Exchange is selected above*)
(xii)	Scheduled Trading Day:	[(All Indices Basis)][(Per Index Basis)][(Single Index Basis)][(Cross Asset Basis)] (*must match election made for Exchange Business Day/ Index Business Day*)
(xiii)	Index Correction Period:	[As set out in Index Linked Condition 7][*specify*]
(xiv)	Specified Maximum Days of Disruption:	[*specify*][eight][Scheduled Trading Days][Not applicable]
(xv)	Additional Disruption Events:	[Not applicable][As per the Index Linked Conditions] [The following Additional Disruption Events apply to the Notes]
		(*Specify each of the following which applies*)
		[Hedging Disruption]
		[Increased Cost of Hedging]
		[Increased Cost of Component Borrow]
		[Loss of Component Borrow]
		[Change in Law: Not applicable]
		[The Maximum Component Loan Rate in respect of [*specify*] is [*specify*]] (*Only applicable if Loss of Component Borrow is applicable*)
		[The Initial Component Loan Rate in respect of [*specify*] is [*specify*]] (*Only applicable if Increased Cost of Component Borrow is applicable*)
21.	**Equity Linked Interest Provisions:**	[Applicable [, in respect of [the][each] Interest Payment Date[s] falling [on][during the period from and including] [*specify*] [to and including [*specify*]] only]][Not applicable] [for the purposes of determining the "Rate of Interest" specified in item [*specify*](ix)] (*insert where "Rate of Interest (x) - Range Accrual" applies under item [specify](ix)*)
		(*If not applicable, delete this paragraph*)
(i)	[Share(s)][Share Company][Basket of Shares][Basket Company]:	The following Reference Item(s)[(k)] [(from [k] = 1 to [[k][*specify*])] will apply:] [Not applicable] [See table [above] [below]] [*Insert table*]
		[For [k]=1][specify][*insert description*][(see paragraph [specify])](*repeat as necessary*)

		[Weighting: [[Not applicable]] [[*specify*][Each such Weighting shall be subject to adjustment in accordance with the Equity Linked Conditions]]
(ii)	Share Currency:	[*specify*] [See table [above][below]]
(iii)	ISIN of Share(s):	[*specify*] [See table [above][below]]
(iv)	Screen Page:	[*specify*] [See table [above][below]]
(v)	Exchange(s):	[*specify*] [See table [above][below]]
(vi)	Related Exchange(s):	[*specify*][All Exchanges]
(vii)	Depositary Receipt provisions:	[Applicable][Not applicable][For Reference Item k=[*specify*][and k=[*specify*]]
(a)	Details of share:	[*specify name and ISIN code of the share to which the relevant Depository Receipts relate*]
(b)	Share Exchange:	[*specify*]
(viii)	[Strike Date] [Strike Period and Strike Days]:	[*specify*][Not applicable] [*specify applicable Strike Days in the period if applicable*] [See table [above][below]]
(ix)	Averaging:	[Not applicable][Averaging applies to the Notes. The Averaging Dates are [*specify*].] [See paragraph [*specify*] above] [See table [above][below]]
		[In the event that an Averaging Date is a Disrupted Day, [Omission][Postponement][Modified Postponement] will apply]
		[subparagraph (iii)[(B) [1][2] of the definition of Modified Postponement as set out in the Equity Linked Conditions shall apply for the purposes of Modified Postponement]
(x)	Interest Payment Date(s):	[*specify*] [See table [above][below]] [*Insert table*]
(xi)	[Coupon Valuation [Date(s)][Period(s)]]:	[*specify*][See table [above][below] [subparagraph (ii) (A)(B) of the definition of Valuation Date as set out in the Equity Linked Conditions shall apply for the purposes of Valuation Date]
(xii)	Coupon Valuation Time:	[Scheduled Closing Time][Any time [on the relevant Coupon Valuation Date][during the Coupon Valuation Period]] [[*specify*], being the time specified on the relevant [Coupon Valuation Date][Observation Date] or an Averaging Date, as the case may be, for the calculation of the [Equity Linked Interest Amount][Not applicable]
		(*If no time is specified, the Coupon Valuation Time will be the Scheduled Closing Time*)
(xiii)	[Observation Date(s)][Observation Period(s)]:	[*specify*][Not applicable][See table [above][below]]
		[subparagraph (ii) (A)(B) of the definition of Valuation Date as set out in the Equity Linked Conditions shall apply for the purposes of Valuation Date]
(xiv)	Exchange Business Day:	[(All Shares Basis)][(Per Share Basis)][(Single Share Basis)][(Cross Asset Basis)]

(xv)	Scheduled Trading Day:	[(All Shares Basis)][(Per Share Basis)][(Single Share Basis)][(Cross Asset Basis)]

(Must match election for Exchange Business Day)

(xvi)	Share Correction Period:	[As set out in Equity Linked Condition 8][*specify*]

(xvii)	Specified Maximum Days of Disruption:	[*specify*][eight][Scheduled Trading Days][Not applicable]

(xviii)	Extraordinary Events:	[Not applicable][As per the Equity Linked Conditions][In addition to De-Listing, Insolvency, Merger Event, Tender Offer unless Tender Offer (specified below as not applicable) and Nationalisation, the following Extraordinary Events apply to the Notes:

(*specify each of the following which applies*)

[Listing Change]

[Listing Suspension]

[Illiquidity]

[Tender Offer: Not applicable]

(xix)	Additional Disruption Events:	[Not applicable][As per the Equity Linked Conditions][The following Additional Disruption Events apply to the Notes]

(*Specify each of the following which applies*)

[Hedging Disruption]

[Insolvency Filing]

[Increased Cost of Hedging]

[Increased Cost of Stock Borrow]

[Loss of Stock Borrow]

[Stop-Loss Event]

[Stop-Loss Event Percentage: [*specify*] per cent.]

[Change in Law: Not applicable]

[The Maximum Stock Loan Rate in respect of [*specify in relation to each relevant Share*] is [*specify*]] (*Only applicable if Loss of Stock Borrow is applicable*)

[[The Initial Stock Loan rate in respect of [specify in relation to each relevant Share] is [*specify*]] (*Only applicable if Increased Cost of Stock Borrow is applicable*)]

22.	ETF Linked Interest Provisions:	[Applicable [, in respect of [the][each] Interest Payment Date[s] falling [on][during the period from and including] [*specify*] [to and including [*specify*]] only]][Not applicable] [for the purposes of determining the "Rate of Interest" specified in item [*specify*](ix)] *(insert where "Rate of Interest (x) - Range Accrual" applies under item [specify] (ix))*,

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		(*If not applicable, delete this paragraph*)
(i)	[ETF(s)]/[ETF Basket]:	The following Reference Item(s)[(k)] [(from [k] = 1 to [[k][*specify*])] will apply:] [Not applicable] [See table [above][below]] [*Insert table*]
		[For [k]=1][*specify*][*insert description*][(see paragraph [*specify*])](*repeat as necessary*)
		[Weighting: [[Not applicable]] [[*specify*] [Each such Weighting shall be subject to adjustment in accordance with the ETF Linked Conditions]]
(ii)	ETF Share Currency:	[*specify*] [See table [above][below]]
(iii)	ISIN of ETF Share(s):	[*specify*] [See table [above][below]]
(iv)	Screen Page:	[*specify*] [See table [above][below]]
(v)	Exchange(s):	[*specify*][Not applicable] [See table [above][below]]
(vi)	Related Exchange(s):	[*specify*][All Exchanges][Not applicable]
(vii)	[Strike Date] [Strike Period and Strike Days]:	[*specify*][Not applicable] [*specify applicable Strike Days in the period if applicable*][See table [above][below]]
(viii)	Averaging:	[Not applicable][Averaging [applies] to the Notes. [The Averaging Dates are [*specify*].] [See paragraph [*specify*] above][See table [above][below]]
		[In the event that an Averaging Date is a [Disrupted Day], [Omission][Postponement][Modified Postponement] will apply]
		[subparagraph (iii)[(B) [1][2] of the definition of Modified Postponement as set out in the ETF Linked Conditions shall apply for the purposes of Modified Postponement]
(ix)	Interest Payment Dates(s):	[*specify*] [See table [above][below]] [*insert table*]
(x)	[Coupon Valuation [Date(s)][Period(s)]]:	[*specify*] [See table [above][below] [subparagraph (ii) (A)(B) of the definition of Valuation Date in the ETF Linked Conditions shall apply for the purposes of Valuation Date]
(xi)	Coupon Valuation Time:	[Scheduled Closing Time][Any time [on the relevant Coupon Valuation Date][during the Coupon Valuation Period]] [[*specify*], being the time specified on the relevant [Coupon Valuation Date] [Observation Date] or an Averaging Date, as the case may be, for the calculation of the [ETF Linked Interest Amount][Not applicable]
		(*If no time is specified, the Coupon Valuation Time will be the close of trading on the Exchange*)
(xii)	[Observation Date(s)][Observation Period(s)]:	[*specify*][Not applicable][See table [above][below]]
		[subparagraph (ii) (A)(B) of the definition of Valuation Date in the ETF Linked Conditions shall apply for the purposes of Valuation Date]
(xiii)	Exchange Business Day:	[[(All ETF Shares Basis)][[(Per ETF Shares Basis)]][(Single ETF Share Basis)]][(Cross Asset Basis)]]
(xiv)	Scheduled Trading Day:	[[(All ETF Share Basis)]][[(Per ETF Share Basis)]][(Single ETF Share Basis)]][(Cross Asset Basis)]]

(xv)	ETF Share Correction Period:	[As set out in the ETF Linked Condition 6][*specify*]
(xvi)	Specified Maximum Days of Disruption:	[Not applicable][*specify*][eight][Scheduled Trading Days]
(xvii)	Extraordinary ETF Events:	[As set out in ETF Linked Condition 2(b)] [*specify*]
(xxiii)	Additional Extraordinary ETF Events:	[Not applicable][As per the ETF Linked Conditions][The following Additional Extraordinary ETF Events apply to the Notes:

(*Specify each of the following which applies*)

[Hedging Disruption]

[Increased Cost of Hedging]

[Increased Cost of Stock Borrow]

[Insolvency Filing]

[Stop-Loss Event]

[Stop-Loss Event Percentage: [*specify*] per cent.]

[Change in Law: Not applicable]

[The Maximum Stock Loan Rate in respect of [*specify* in relation to each relevant ETF Share] is [*specify*]] (*Only applicable if Loss of Stock Borrow is applicable*)

[[The Initial Stock Loan rate in respect of [specify in relation to each relevant ETF Share] is [*specify*]] (*Only applicable if Increased Cost of Stock Borrow is applicable*)]

[Tender Offer: Not applicable]

23.	**Fund Linked Interest Provisions:**	[Applicable [, in respect of [the][each] Interest Payment Date[s] falling [on][during the period from and including] [*specify*] [to and including [*specify*]] only]][Not applicable] [for the purposes of determining the "Rate of Interest" specified in item [*specify*](ix)] (*insert where "Rate of Interest (x) - Range Accrual" applies under item* [*specify*]*(ix)*),

(*If not applicable, delete this paragraph*)

(i)	Fund(s)/Fund Basket(s):	The following Reference Item(s)[(k)] [(from [k] = 1 to [[k][*specify*])] will apply:] [Not applicable] [See table [above][below]] [*Insert table*]

[For [k]=1][*specify*][*insert description*][(see paragraph [*specify*])](*repeat as necessary*)

[The NAV per Fund Share will be published on [*specify*]]

[Weighting: [[Not applicable]] [[*specify*] [Each such Weighting shall be subject to adjustment in accordance with the [Fund Linked Conditions]]

(ii)	Fund Shares:	[*specify*][a unit of the relevant Fund] [See table [above][below]]
(iii)	Averaging:	[Not applicable][Averaging [applies] to the Notes]. [The Averaging Dates are [*specify*].] [See paragraph [*specify*] above][See table [above][below]]

		[In the event that an Averaging Date is a Fund Non-Valuation Date, [Omission][Postponement][Modified Postponement] will apply]
(iv)	Interest Payment Date(s):	[*specify*] [See table [above][below]] [*insert table*]
(v)	[Coupon Valuation [Date(s)][Period(s)]]:	[*specify*] [See table [above][below]
(vi)	[Observation Date(s)][Observation Period(s)]:	[*specify*][Not applicable][See table [above][below]]
(vii)	Fund Business Day:	[*specify*][(All Fund Share Basis)][(Per Fund Share Basis)][(Single Fund Share Basis)]] [As per the Fund Linked Conditions]
(viii)	Initial Calculation Dates:	
(a)	Initial Calculation Day:	[*specify*] [Not applicable]
(b)	Initial Calculation Date:	[*specify*] [Not applicable]
(c)	Initial Calculation Period:	[*specify*] [Not applicable]
(ix)	Final Calculation Date:	[*specify*] [Not applicable]
(x)	Calculation Date(s):	[*specify*] [Not applicable]
(xi)	Extraordinary Fund Events:	[As set out in Fund Linked Condition 1] [*specify*]
(a)	NAV Barrier:	[*specify*][Not applicable]
(b)	NAV Trigger Percentage:	[*specify*][As set out in Fund Linked Condition 6] [Not applicable]
(c)	NAV Trigger Period:	[*specify*][As set out in Fund Linked Condition 6] [Not applicable]
(d)	Number of NAV Publication Days:	[*specify*][As set out in Fund Linked Condition 6 [Not applicable]
(e)	Basket Trigger Level:	[*specify*][As set out in Fund Linked Condition 6] [Not applicable]
(xii)	Additional Extraordinary Fund Events:	[Not applicable][As per the Fund Linked Conditions][The following Additional Extraordinary Fund Events apply to the Notes]:
		(*Specify each of the following which applies*)
		[Hedging Disruption]
		[Increased Cost of Hedging]
		[Change in Law: Not applicable]
(xiii)	Delayed Payment Cut-Off Date:	[As set out in Fund Linked Condition 3][*specify*]
24.	**Inflation Linked Interest Provisions:**	[Applicable [, in respect of [the][each] Interest Payment Date[s] falling [on][during the period from and including] [*specify*] [to and including [*specify*]] only]][Not applicable][for the purposes of determining the "Rate of Interest" specified in item [*specify*](ix)] (*insert where "Rate of Interest (x) - Range Accrual" applies under item [specify](ix)*)
		(*If not applicable, delete this paragraph*)

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		(If more than one Inflation Rate is to be determined, repeat items (i) to (ix) for each such Inflation Rate and, if Digital Coupon One Condition of Digital Coupon two Conditions apply distinguish between the Rate which is Rate A, the Rate which is Rate B and the Rate which is Rate C if applicable)
(i)	[Index][Indices][Basket of each Inflation Index]	[*specify*] [Reference Item[s][(k)]] *(Set out each Index level and insert "in respect of [specify date]" following each Index level)*
(ii)	Screen Page/Exchange/ CODE:	[*specify*]
(iii)	Index Sponsor:	[*specify*]
(iv)	Cut-Off Date:	[As per the Inflation Linked Conditions][*specify*]
(v)	Related Bond:	[*specify*][Fallback Bond][Not applicable]
(vi)	Fallback Bond:	[Applicable][Not applicable]
(vii)	Related Bond Redemption Event:	[Applicable][Not applicable]
(viii)	[Strike Date] [Strike Period and Strike Days]:	[*specify*][Not applicable] [*specify applicable Strike Days in the period if applicable*]
(ix)	Reference Month:	[*specify*][Not applicable]
(x)	Determination Date	[*specify*][Not applicable]
(xi)	Additional Disruption Events:	[Not applicable][As per the Inflation Linked Conditions][The following Additional Disruption Events apply to the Notes

(Specify each of the following which applies)

[Hedging Disruption]

[Increased Cost of Hedging]

[Change in Law: Not applicable] |
| **25.** | **Foreign Exchange (FX) Rate Linked Interest Provisions:** | [Applicable [, in respect of [the][each] Interest Payment Date[s] falling [on][during the period from and including] [*specify*] [to and including [*specify*]] only]][Not applicable] [for the purposes of determining the "Rate of Interest" specified in item 16(ix)] *(insert where "Rate of Interest (x) - Range Accrual" applies under item* [*specify*]*(ix))* [For the purpose of determining the "RI FX Level" specified in item [*specify*](ix)]

(If not applicable, delete this paragraph) |
(i)	Base Currency:	[*specify*][Not applicable][For Reference Item[(k)]: [*insert*]]
(ii)	Subject Currency/Currencies:	[*specify*][Not applicable][For Reference Item[(k)]: [*insert*]] [and EM Foreign Exchange Rate Provisions apply to such Subject Currency]
(iii)	[Strike Date] [Strike Period and Strike Days]:	[*specify*][Not applicable] [*specify applicable Strike Days in the period if applicable*][See table [above][below]]
(iv)	Averaging:	[Not applicable][Averaging [applies] to the Notes]. [The Averaging Dates are [*specify*].] [See paragraph [*specify*] above][See table [above] [below]

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(v)	Interest Payment Date(s):	[*specify*] [See table [above][below]] [*Insert table*]
(vi)	[Coupon Valuation [Date(s)][Period(s)]]:	[specify][See table [above][below]
(vii)	[Observation Date(s)][Observation Period]:	[specify][Not applicable][See table [above][below]]
(viii)	Provisions applicable where EM Foreign Exchange (FX) Rate Provisions do not apply to a Settlement Currency:	[Applicable [in respect of[*specify Subject Currencies to which these provisions apply where there is a Basket*]]][Not applicable] (*Where applicable for more than one Subject Currency, complete as relevant for each such Subject Currency*)
(a)	Relevant Screen Page:	[*specify*][Not applicable]
(b)	Price Source:	[*specify*]
(c)	Valuation Time:	[*specify*][As per Foreign Exchange (FX) Rate Linked Security Condition 7]
(d)	Disruption Events:	[Price Source Disruption] [Illiquidity Disruption] [Dual Exchange Rate] [General Inconvertibility] [General Non-Transferability] [Material Change in Circumstances] [Nationalisation] [Not applicable] (*Specify in respect of each Subject Currency where Non-EM Foreign Exchange (FX) Rate Provisions apply to more than one such Subject Currency and different Disruption Events (or components thereof) also apply thereto).*
(e)	Specified Maximum Days of Disruption:	[*specify*][Five][Scheduled Trading Days][Not applicable]
(ix)	Provisions applicable where EM Foreign Exchange (FX) Rate Provisions apply:	[Applicable [in respect of[*specify Subject Currencies to which these provisions apply where there is a Basket*]]][Not applicable] (*Where applicable for more than one Subject Currency, complete as relevant for each such Subject Currency*)
(a)	Provisions applicable to determining the Settlement Price:	For the purpose of the definition of Settlement Price in Foreign Exchange (FX) Rate Linked Security Condition 7 [and [*specify the relevant Subject Currency where more than one Subject Currency*]]: EM FX Price Source: [*specify*] EM Valuation Time: [*specify*] EM Scheduled Trading Day Jurisdiction: [*specify*]
(b)	EM Disruption Events:	[Price Source Disruption] [Illiquidity Disruption] [Dual Exchange Rate]

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[General Inconvertibility]

[General Non-Transferability]

[Material Change in Circumstance]

[Nationalisation]

[Price Materiality, where:

    EM Price Materiality Percentage: [*specify*][3] per cent.

    EM Primary Rate: [*specify*][The rate determined as set out in the definition of Settlement Price]

    EM Secondary Rate: *[specify]*[[EM First Fallback Reference Price [and]][EM Second Fallback Reference Price]]

(*Specify in respect of each Subject Currency where EM Foreign Exchange (FX) Rate Provisions apply to more than one such Subject Currency and different EM Disruption Events (or components thereof) also apply thereto*)

(c)	EM Disruption Fallbacks:	[EM Calculation Agent Determination]

[EM First Fallback Reference Price, where:

    First Fallback EM FX Price Source: [*specify*]

    First Fallback EM Valuation Time: [*specify*]

    First Fallback EM Number of Settlement Days: [*specify*]]

[EM Second Fallback Reference Price, where:

    Second Fallback EM FX Price Source: [*specify*]

    Second Fallback EM Valuation Time: [*specify*]

    Second Fallback EM Number of Settlement Days: [*specify*]]

[EM Valuation Postponement]

(*Specify in respect of each Subject Currency where EM Foreign Exchange (FX) Rate Provisions apply to more than one such Subject Currency and different EM Disruption Fallbacks (or components thereof) also apply thereto*)

(d)	EM Maximum Days of Postponement:	[*specify*]

(*Specify in respect of each Subject Currency where EM Foreign Exchange (FX) Rate Provisions apply to more than one such Subject Currency and different EM Disruption Fallbacks (or components thereof) also apply thereto*)

(e)	EM Cumulative Events:	[Not applicable][Applicable and EM Maximum Cumulative Days of Postponement means [*specify*]]

(*Specify in respect of each Subject Currency where EM Foreign Exchange (FX) Rate Provisions apply to more than one such Subject Currency and different EM Disruption Fallbacks (or components thereof) also apply thereto*)

(f)	EM Number of Settlement Days:	[Two][Zero][*specify other*] [where Settlement Day Centre(s) means [*specify*]]
(g)	EM Number of Postponement Settlement Days:	[[Two][*specify*]] [Business Days][EM Settlement Days] [*specify*]

(x)	Additional Disruption Events:	[Not applicable][As per the Foreign Exchange (FX) Rate Linked Conditions] [The following Additional Disruption Events apply to the Notes]:]
		(*Specify each of the following which applies*)
		[Hedging Disruption][Increased Cost of Hedging]
		[Trade Date means [*specify*]]
		[Change in Law: Not applicable]
		(*insert where Change in Law does not apply*)
26.	**Reference Item Rate Linked Interest:**	[Applicable [, in respect of [the][each] Interest Payment Date[s] falling [on][during the period from and including] [*specify*] [to and including] [*specify*] only][Not applicable] [for the purposes of determining the "Rate of Interest" specified in item [*specify*](ix)] (*insert where "Rate of Interest (x) - Range Accrual" applies under item [specify](ix)*)
		[The [Floating][Fixed] Rate Security Provisions shall apply. For the purposes of determining the Reference Item Rate on the basis of elections in this paragraph]
		(*If not applicable, delete this paragraph*)
		(*If more than one Reference Item Rate is to be determined, include the following language: "Reference Item Rate [specify] is as follows:" and repeat items (i) to (vi)) below for each such Reference Item Rate*)
(i)	Screen Rate Determination:	[Applicable][Not applicable]
(a)	Reference Item Rate:	[*specify period*] [month] [year] [LIBOR] [EURIBOR] [SONIA] [SOFR] [€STR] [CMS Rate with a Designated Maturity of [*insert years*]][*specify* Government Bond Yield Rate][specify TEC Rate] [with a Designated Maturity of [*insert years*]] [*specify other*]
(b)	Interest Determination Date(s):	[*specify*]
(c)	Specified Time:	[*specify*]
(d)	Relevant Screen Page:	[*specify*]
		(*In the case of EURIBOR, if not Reuters EURIBOR01 ensure it is a page which shows a composite rate or amend the fallback provisions appropriately*)
(ii)	ISDA Determination:	[Applicable][Not applicable]
(a)	ISDA Definitions:	[2006 ISDA Definitions / 2021 ISDA Definitions]
(b)	Floating Rate Option:	[*specify*]
(c)	Designated Maturity:	[*specify*]
(d)	Reset Date:	[*specify*]
(iii)	Reference Spread:	[Reference Item Rate 1 minus Reference Item Rate 2][Not applicable]
		[See paragraph [*specify*][above][below]

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		(*If a Reference Spread applies for each Interest Period, the Reference Spread shall be specified separately for each Interest Period.*)
(iv)	[Coupon Valuation [Date(s)][Period(s)]]:	[*specify*]
(v)	Range Accrual Cut-Off Date:	[*specify*] [See paragraph [*specify*][above][below][Not applicable]
(vi)	Business Day:	As used in this item and for the purpose of determining the Reference Item Rate only, "**Business Day**" means [a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in [*specify*] [A Target Settlement Day][Reference Rate Business Day (as defined in General Condition 4(b)(iv)(2)][a "**U.S. Government Securities Business Day**", being any day except for a Saturday, Sunday or a day on which the Securities Industry and Financial Markets Association (SIFMA) recommends that the fixed income departments of its members be closed for the entire day for the purposes of trading in U.S. government securities.]
		[Not applicable]
27.	**Combination Interest:**	[Applicable][Not applicable]
		(*Applicable in relation to Interest linked to a combination of types of Reference Items*)
		(*If applicable, complete relevant prompts from Paragraphs [] to [])(If not applicable, delete this paragraph*)

PROVISIONS RELATING TO REDEMPTION

28.	**Final Redemption Amount:**	[Redemption at par][Calculation Amount * [*specify*] per cent.][Calculation Amount * Final Payout][, subject to [*specify*][and][*specify*]
29.	**Final Payout:**	[Applicable][Not applicable]
		(*If applicable, in respect of the following, insert formula from Payout Condition 2.2 and relevant definitions from Payout Condition 5. Any variable of a formula that makes reference to a definition, or to another formula may be replaced and substituted directly by these elements as many times as necessary to facilitate the comprehension) (If not applicable, delete this paragraph*)
		[Redemption (i)] [Redemption (ii) - Call] [Redemption (iii) - Put] [Redemption (iv)] – Digital] [Redemption (v) - Digital with Knock-in] [Redemption (vi) – Strike Podium n Conditions] [Redemption (vii) – Knock-in] [Redemption (viii) – Knock-in Standard] [Redemption (ix) – Knock-in Put Leverage] [Redemption (x) – Barrier and Knock-in Standard] [Redemption (xi) – Barrier and Knock-in] [Redemption (xii) – Barrier and Knock-in Put Leverage] [Redemption (xiii) – Twin Win] [Redemption (xiv) – Himalaya] [Redemption (xv) - Booster] [Redemption (xvi) – Bonus] [Redemption (xvii) – Dual Currency Digital] [Redemption (xviii) – Count Barrier Condition] [Redemption (xix) – Accumulation] [Redemption (xx) - Range Accrual] [Redemption (xxi) –Twin Win with Knock-out Event capital protected] [Redemption (xxii) – Twin Win with Knock-out Barriers capital at risk] [Redemption (xxiii) – Knockout Standard] [Redemption (xxiv) – Barrier and Knock-out]
30.	**Automatic Early Redemption:**	[Applicable][Not applicable] (*If applicable, specify one of the following*)

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[ST Automatic Early Redemption][Target Automatic Early Redemption] (*always insert 'Target Automatic Early Redemption Event' in relation to Accumulated Coupon*)

(*If not applicable, delete this paragraph*)

(i)	Automatic Early Redemption Event:	[In respect of [any][all] Automatic Early Redemption Valuation Date[s] [from (i)=[*specify*] to (i)=[*specify*]] [for [each][the][relevant][any][all] Automatic Early Redemption Valuation Period[s] [from ([i])=[*specify*] to ([i])=[*specify*]] [,the] AER Value [for every Reference Item in the Basket] is: [greater than][greater than or equal to][less than][less than or equal to] the Automatic Early Redemption Trigger][within][outside] [the Automatic Early Redemption Range] (*repeat as necessary*)
(ii)	AER Value:	[*insert relevant value definition and where applicable relevant definitions from Payout Condition 5.1 and 5.2*]
(iii)	Automatic Early Redemption Amount:	The Automatic Early Redemption Amount shall be determined in accordance with the following formula: (*Insert relevant formula from payout annex. Any variable of a formula that makes reference to a definition, or to another formula may be replaced and substituted directly by these elements as many times as necessary to facilitate the comprehension*)
(iv)	Automatic Early Redemption Trigger:	[*specify*][per cent.]][Not applicable][See table [above][below]][*Insert table*]
(v)	Automatic Early Redemption Range:	From and [including][excluding][specify range of values, percentages, level, or prices etc] to and [including][excluding] [specify range of values, percentages, level, or prices etc][Not applicable] [See table [above][below]]
(vi)	AER Percentage:	[*specify*] per cent.][Not applicable] [See table [above][below]] (*insert where ST Automatic Early Redemption applies*)
(vii)	Automatic Early Redemption Date(s):	[*specify*][The date falling [*specify*] Business Days following [each][the] Automatic Early Redemption Valuation [Date][Period] in respect of which an Automatic Early Redemption Event has occurred] [See table [above][below]]
(viii)	AER Additional Rate:	[AER Rate][*Insert relevant provisions from Payout Condition 5.1*][Not applicable] [AER Rate DCF][*Insert relevant provisions from Conditions*] [AER Rate MT][*Insert relevant provisions from Conditions*] [See table [above][below]]
(ix)	[(i)] Automatic Early Redemption Valuation Date(s):	[*specify*] [Each [*specify*] [Scheduled Trading Day] falling within the [relevant] Automatic Early Redemption Valuation Period] [See table [above][below]] [subparagraph (ii)[(A)][(B)] of the definition of Valuation Date as set out in the [Index][Equity][EFT] Linked Conditions shall apply for the purposes of Valuation Date] (*repeat as necessary*)

(x)	[(ii) Automatic Early Redemption Valuation Period(s):]	[[from (i)=[*specify*] to [*specify*] [Each][The] period from [and including][but excluding][*specify*], to [and including][but excluding][*specify*] [See table [above][below]]
		(*repeat as necessary*)
(xi)	Automatic Early Redemption Valuation Time:	[*specify*][Scheduled Closing Time][Any time [on the relevant Automatic Early Redemption Valuation Date][during the Automatic Early Redemption Valuation Period][Not applicable]
(xii)	Averaging:	[Not applicable][Averaging [applies] to the Notes]. [The Averaging Dates are [*specify*].] [See paragraph [*specify*] above][See table [above][below]]
		[In the event that an Averaging Date is a Disrupted Day, [Omission][Postponement][Modified Postponement] will apply]
		[subparagraph (iii)][(B) [1][2] of the definition of Modified Postponement as set out in the [Index][Equity][ETF] Linked Conditions shall apply for the purposes of Modified Postponement]
		[[Specified Maximum Days of Disruption will be equal to: [*specify*][Five]]
		(*If not Specific Maximum Days of Disruption are stated, Specific Maximum Days of Disruption will be equal to five*)
31.	**Issuer Call Option:**	[Applicable][Not applicable]
		(*If not applicable, delete the paragraph*)
(i)	Optional Redemption Date(s):	[*specify*]]
(ii)	Optional Redemption Valuation Date(s):	[*specify*][Not applicable]
(iii)	Optional Redemption Amount:	[[*specify*] per Calculation Amount] [In relation to each Note its pro rata share of][*specify*] [The Optional Redemption Amount shall be determined in accordance with the following formula:
		(*Insert relevant formula from Payout Annex*)]
		(*Insert relevant Optional Redemption Amount in respect of each relevant Optional Redemption Date. These may be set out in a table or annexed to the Pricing Supplement*)
(iv)	If redeemable in part:	
(a)	Minimum Redemption Amount:	[*specify*][Not applicable]
(b)	Higher Redemption Amount:	[*specify*][Not applicable]
(v)	Notice periods:	Minimum period: [*specify*]
		Maximum period: [*specify*]
		[Not applicable]
		(*When setting notice periods, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems (which require a minimum of 5 business days'*

notice for a call) and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Agent.)

32.	**Securityholder Put Option:**	[Applicable][Not applicable]
		(*If not applicable, delete the paragraph*)
(i)	Optional Redemption Date(s):	[*specify*]
(ii)	Optional Redemption Valuation Date(s):	[*specify*][Not applicable]
(iii)	Optional Redemption Amount(s):	[[*specify*] [per Calculation Amount][The Optional Redemption Amount shall be determined in accordance with the following formula:
		(*Insert relevant formula from Payout Annex*)]
(iv)	Notice periods:	Minimum period: [*specify*][Not applicable]
		Maximum period: [*specify*][Not applicable]
		(*When setting notice periods, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems (which require a minimum of 15 business days' notice for a put) and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Agent*)
33.	**Early Redemption Amount:**	[[*specify*] per Calculation Amount][As set out in General Condition 6 (f)]
34.	**Index Linked Redemption:**	[Applicable][Not applicable]
		(*If not applicable, delete this paragraph*)
(i)	[Index][Basket of Indices]:	[The following Reference Item(s)[(k)] [(from [k] = 1 to [[k][*specify*])] will apply:] [Not applicable] [See table below] [*Insert table*] [See paragraph [*specify*](i) above]
		[For [k]=1][specify][*insert description and, if relevant, details of where investors can obtain information about the Index*][(see paragraph [specify])](*repeat as necessary*)
		[The (*specify Index*) is [not] a [Single-Exchange] [or] [Multi-Exchange Index] (*repeat as necessary*)]
		[Weighting: [Not applicable] [[*specify*] [Each such Weighting shall be subject to adjustment in accordance with the Index Linked Conditions]]
(ii)	[Exchange(s)] [Pricing Source]: and Index Sponsor]:	(a) [the relevant [Exchange[s]][Pricing Source] [is][are]*specify* [there are no relevant [Exchanges][Pricing Sources]][*specify*]; and
		(b) the relevant Index Sponsor is [*specify*]]
		[See table [above][below]] [See paragraph 21(ii) above]
		(*include Pricing Source if non Multi-Exchange/Single Exchange is selected above*).
(iii)	[Related Exchange][Related Pricing Source]:	[*specify*][All Exchanges][Not applicable] [See paragraph [*specify*](iii) above]

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		[*specify*][All Related Pricing Sources][Not applicable] *(include Related Pricing Source if the Index is a non Single-Exchange or Multi-Exchange Index).*
(iv)	Screen Page:	[*specify*][Not applicable] [See table [above][below]] [See paragraph [*specify*][(i)][(iv)] above]
(v)	[Strike Date] [Strike Period and Strike Days]:	[*specify*][Not applicable] [*specify applicable Strike Days in the period if applicable*] [See table [above][below]] [See paragraph [*specify*](v) above]
(vi)	Averaging:	[Not applicable][Averaging [applies] to the Notes. [The Averaging Dates are [*specify*].] [See paragraph [*specify*] above][See table [above][below]]
		[In the event that an Averaging Date is a Disrupted Day, [Omission][Postponement][Modified Postponement] will apply]
		[subparagraph (iii)][(B) [1][2] of the definition of Modified Postponement as set out in the Index Linked Conditions shall apply for the purposes of Modified Postponement]
(vii)	Redemption Valuation Date(s)/Period(s):	[*specify*][Not applicable] [See table [above] [below]] [subparagraph (ii)[(A)][(B)] of the definition of Valuation Date as set out in the Index Linked Conditions shall apply for the purposes of Valuation Date]
(viii)	Valuation Time:	[Scheduled Closing Time][Any time [on the relevant Redemption Valuation Date][during the Redemption Valuation Period]] [[*specify*], being the time specified on the relevant [Redemption Valuation Date] [Observation Date] or an Averaging Date, as the case may be, for the calculation of the [Redemption Amount] [As per the Index Linked Conditions]
(ix)	[Observation Date(s)][Observation Period]:	[*specify*][Not applicable][See table [above] [below]]
		[subparagraph (ii)[(A)][(B)] of the definition of Valuation Date as set out in the Index Linked Conditions shall apply for the purposes of Valuation Date]
(x)	[Exchange Business Day][Index Business Day]:	[(All Indices Basis)][(Per Index Basis)][(Single Index Basis)][(Cross Asset Basis)]
		(include Index Business Day if the Index is a non Multi-Exchange/Single Exchange Index):
(xi)	Scheduled Trading Day:	[(All Indices Basis)][(Per Index Basis)][(Single Index Basis)][(Cross Asset Basis)]
		(must match election made for Exchange Business Day/ Index Business Day)
(xii)	Index Correction Period:	[As set out in Index Linked Condition 7][*specify*]
(xiii)	Specified Maximum Days of Disruption:	[*specify*][eight][Scheduled Trading Days][Not applicable]
(xiv)	Additional Disruption Events:	[Not applicable][As per the Index Linked Conditions][The following Additional Disruption Events apply to the Notes:]
		(Specify each of the following which applies)
		[Hedging Disruption]

[Increased Cost of Hedging]

[Increased Cost of Component Borrow]

[Loss of Component Borrow]

[Change in Law: Not applicable]

[The Maximum Component Loan Rate in respect of [*specify*] is [*specify*](*only applicable if Loss of Component Borrow is applicable*)]

[The Initial Component Loan rate in respect of [*specify*]] is [*specify*] (*N.B. only applicable if Increased Cost of Component Borrow is applicable*)

35.	**Equity Linked Redemption:**	[Applicable][Not applicable]
		(*If not applicable, delete the this paragraph*)
(i)	[Share(s)][Share Company][Basket of Shares][Basket Company]:	[The following Reference Item(s)[(k)] [(from [k] = 1 to [[k][*specify*])] will apply:] [Not applicable] [See table [above] [below]] [*Insert table*]]
		[For [k]=1][specify][*insert description*][(see paragraph [specify])](*repeat as necessary*)
		[Weighting: [Not applicable] [*specify*] [Each such Weighting shall be subject to adjustment in accordance with the Equity Linked Conditions]] [see paragraph [*specify*](i) above]
(ii)	Share Currency:	[*specify*] [See table [above] [below]] [see paragraph [*specify*][(i)][(ii)] above]
(iii)	ISIN of Share(s):	[*specify*] [See table [above] [below]] [see paragraph [*specify*][(i)][(iii)] above]
(iv)	Screen Page:	[*specify*] [See table [above] [below]] [see paragraph [*specify*][(i)][(iv)] above]
(v)	Exchange:	[*specify*] [See table [above] [below]] [see paragraph [*specify*][(i)][(v)] above]
(vi)	Related Exchange(s):	[*specify*][All Exchanges][Not applicable] [see paragraph [*specify*](vi) above]
(vii)	Depositary Receipt provisions:	[Applicable][Not applicable] [For Reference Item k=[*specify*][and k=[*specify*] [See paragraph [*specify*](vii) above]
		(*If not applicable, delete this paragraph*)
(a)	Details of share:	[*specify name and ISIN code of the share to which the relevant Depository Receipts relate*]
(b)	Share Exchange:	[*specify*]
(viii)	[Strike Date] [Strike Period and Strike Days]:	[*specify*][Not applicable] [*specify applicable Strike Days in the period if applicable*][See table [above][below]] [see paragraph 22(viii) above]
(ix)	Averaging:	[Not applicable][Averaging applies to the Notes.][The Averaging Dates are [*specify*].][See paragraph [*specify*] above][See table [above][below]]

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<table>
<tr>
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<td>[In the event that an Averaging Date is a Disrupted Day, [Omission][Postponement][Modified Postponement] will apply]</td>
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<tr>
<td></td>
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<td>[subparagraph (iii)[(B) [1][2] of the definition of Modified Postponement as set out in the Equity Linked Conditions shall apply for the purposes of Modified Postponement]</td>
</tr>
<tr>
<td>(x)</td>
<td>Redemption Valuation Date(s)/Period(s):</td>
<td>[*specify*][Not applicable][See table [above][below]] [subparagraph (ii) (A)(B) of the definition of Valuation Date as set out in the Equity Linked Conditions shall apply for the purposes of Valuation Date]</td>
</tr>
<tr>
<td>(xi)</td>
<td>Valuation Time:</td>
<td>[Scheduled Closing Time][Any time [on the relevant Redemption Valuation Date][during the Redemption Valuation Period]] [[*specify*], being the time specified on the relevant [Redemption Valuation Date] [Observation Date] or an Averaging Date, as the case may be, for the calculation of the [Redemption Amount]</td>
</tr>
<tr>
<td>(xii)</td>
<td>[Observation Date(s)][Observation Period]:</td>
<td>[*specify*][Not applicable][See table [above][below]]</td>
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<td></td>
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<td>[subparagraph (ii) (A)(B) of the definition of Valuation Date as set out in the Equity Linked Conditions shall apply for the purposes of Valuation Date]</td>
</tr>
<tr>
<td>(xiii)</td>
<td>Exchange Business Day:</td>
<td>[(All Shares Basis)][(Per Share Basis)][(Single Share Basis)][(Cross Asset Basis)]</td>
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<td>(xiv)</td>
<td>Scheduled Trading Day:</td>
<td>[(All Shares Basis)][(Per Share Basis)][(Single Share Basis)][(Cross Asset Basis)]</td>
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<tr>
<td>(xv)</td>
<td>Share Correction Period:</td>
<td>[As set out in Equity Linked Condition 8[*specify*]</td>
</tr>
<tr>
<td>(xvi)</td>
<td>Specified Maximum Days of Disruption:</td>
<td>[*specify*][eight][Scheduled Trading Days][Not applicable]</td>
</tr>
<tr>
<td>(xvii)</td>
<td>Extraordinary Events:</td>
<td>[Not applicable][As per the Equity Linked Conditions][In addition to De-Listing, Insolvency, Merger Event and Nationalisation, the following Extraordinary Events apply to the Notes]:</td>
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<tr>
<td></td>
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<td>[Listing Change]</td>
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<td>[Listing Suspension]</td>
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<td>[Illiquidity]</td>
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<td>[Tender Offer: Not applicable]</td>
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<tr>
<td>(xviii)</td>
<td>Additional Disruption Events:</td>
<td>[Not applicable][As per the Equity Linked Conditions][The following Additional Disruption Events apply to the Notes]:</td>
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<td>(*Specify each of the following which applies*)</td>
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<td>[Hedging Disruption]</td>
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<td></td>
<td>[Insolvency Filing]</td>
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<td></td>
<td></td>
<td>[Increased Cost of Hedging]</td>
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<td>[Increased Cost of Stock Borrow]</td>
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<td>[Loss of Stock Borrow]</td>
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</table>

[Stop-Loss Event]

[Stop-Loss Event Percentage: [*specify*] per cent.]

[Change in Law: Not applicable]

[Failure to Deliver: Not applicable]

[The Maximum Stock Loan Rate in respect of [*specify* in relation to each relevant Share] is [*specify*]] (*Only applicable if Loss of Stock Borrow is applicable*)

[The Initial Stock Loan rate in respect of [*specify* in relation to each relevant Share] is [*specify*]](*Only applicable if Increased Cost of Stock Borrow is applicable*)

36.	**ETF Linked Redemption:**	[Applicable][Not applicable]
		(*If not applicable, delete this paragraph*)
(i)	[ETF(s)]/[ETF Basket]:	[The following Reference Item(s)[(k)] [(from [k] = 1 to [[k][*specify*])] will apply:] [Not applicable] [See table [above][below]] [*Insert table*]
		[For [k]=1][specify][*insert description*][(see paragraph [specify])](*repeat as necessary*)
		[Weighting: [Not applicable] [[*specify*] [Each such Weighting shall be subject to adjustment in accordance with the ETF Linked Conditions]]
(ii)	ETF Share Currency:	[*specify*] [See table [above][below]]
(iii)	ISIN of ETF Share(s):	[*specify*]
(iv)	Screen Page:	[*specify*]
(v)	Exchange(s):	[*specify*] [See table [above][below]] [Not applicable][see paragraph [*specify*][(i)][(v)] above]
(vi)	Related Exchange(s):	[*specify*][All Exchanges][Not applicable][see paragraph [*specify*](vi) above]
(vii)	[Strike Date] [Strike Period and Strike Days]:	[*specify*][Not applicable] [*specify applicable Strike Days in the period if applicable*][See table [above][below][see paragraph [*specify*](vii) above]
(viii)	Averaging:	[Not applicable][Averaging [applies] to the [Notes]. [The Averaging Dates are [*specify*].] [See paragraph [*specify*] above][See table [above][below]]
		[In the event that an Averaging Date is a Disrupted Day [Omission][Postponement][Modified Postponement] will apply]
		[subparagraph (iii)][(B) [1][2] of the definition of Modified Postponement as set out in the ETF Linked Conditions shall apply for the purposes of Modified Postponement]
(ix)	Redemption Valuation Date(s)/ Period(s):	[*specify*][Not applicable][See table [above][below]] [subparagraph (ii) (A)(B) of the definition of Valuation Date in the ETF Linked Conditions shall apply for the purposes of Valuation Date]
(x)	Valuation Time:	[Scheduled Closing Time][Any time [on the relevant Redemption Valuation Date][during the Observation Period]] [[*specify*], being the time specified

on the relevant [Redemption Valuation Date] or an Averaging Date, as the case may be, for the calculation of the [Redemption Amount][As per ETF Linked Condition 6][Not applicable]

(*If no time is specified, the Coupon Valuation Time will be the Scheduled Closing Time*)

(xi)	[Observation Date(s)][Observation Period]:	[*specify*][Not applicable][see table above][below]]
		[subparagraph (ii) (A)(B) of the definition of Valuation Date in the ETF Linked Conditions shall apply for the purposes of Valuation Date]
(xii)	Exchange Business Day:	[(All ETF Shares Basis)] [(Per ETF Share Basis)] [(Single ETF Share Basis)] [(Cross Asset Basis)]] [Not applicable]
(xiii)	Scheduled Trading Day:	[[(All ETF Shares Basis)] [(Per ETF Share Basis)] [(Single ETF Share Basis)] [(Cross Asset Basis)]] [Not applicable]
(xiv)	ETF Share Correction Period:	[As set out in ETF Linked Condition 6][*specify*]
(xv)	Specified Maximum Days of Disruption:	[*specify*][eight][Scheduled Trading Days][Not applicable]
(xvi)	Extraordinary ETF Events:	[As set out in ETF Linked Condition 2(b)] [*specify*]
(xvii)	Additional Extraordinary ETF Events:	[Not applicable][As per the ETF Linked Conditions][The following Additional Disruption Events apply to the Notes]:

(*Specify each of the following which applies*)

[Hedging Disruption]

[Increased Cost of Hedging]

[Increased Cost of Stock Borrow]

[Insolvency Filing]

[Stop-Loss Event]

[Stop-Loss Event Percentage: [*specify*] per cent.]

[Failure to Deliver: Not applicable]

[Change in Law: Not applicable]

[The Maximum Stock Loan Rate in respect of [*specify* in relation to each relevant ETF Share] is [*specify*]] (*Only applicable if Loss of Stock Borrow is applicable*)

[The Initial Stock Loan rate in respect of [*specify* in relation to each relevant ETF Share] is [*specify*]](*Only applicable if Increased Cost of Stock Borrow is applicable*)

[Tender Offer: Not applicable]

37.	**Fund Linked Redemption:**	[Applicable][Not applicable]

(*If not applicable, delete this paragraph*)

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(i)	Fund(s)/Fund Basket:	[The following Reference Item(s)[(k)] [(from [k] = 1 to [[k][*specify*])] will apply:] [Not applicable] [See table [above][below]] [*Insert table*]
		[For [k]=1][*specify*][*insert description*][(see paragraph [*specify*])](*repeat as necessary*)
		[The NAV per Fund Share will be published on [*specify*]]
		[Weighting: [[Not applicable]] [[*specify*]] [Each such Weighting shall be subject to adjustment in accordance with the Fund Linked Conditions]]
(ii)	Fund Shares:	[*specify*] [See table [above][below]] [see paragraph 24(ii)][a unit of the relevant Fund]
(iii)	Averaging:	[Not applicable][Averaging [applies] to the Notes]. [The Averaging Dates are [*specify*].] [See paragraph [*specify*] above][See table [above][below]
		[In the event that an Averaging Date is a [Fund Non-Valuation Date][Omission][Postponement][Modified Postponement] will apply]
(iv)	[Observation Date(s)][Observation Period]:	[*specify*][Not applicable][see table above][below]]
(v)	Redemption Valuation Date(s)/ Period(s):	[*specify*][Not applicable][See table [above][below]]
(vi)	Fund Business Day:	[*specify*][(All Fund Share Basis)][(Per Fund Share Basis)][(Single Fund Share Basis)] [As per the Fund Linked Conditions]
(vii)	Initial Calculation Dates:	
(a)	Initial Calculation Date:	[*specify*][Not applicable]
(b)	Initial Calculation Period:	[*specify*][Not applicable]
(c)	Initial Calculation Days:	[*specify*][Not applicable]
(viii)	Final Calculation Date:	[*specify*][Not applicable]
(ix)	Calculation Date(s):	[*specify*][Not applicable]
(x)	Extraordinary Events:	[As set out in Fund Linked Condition 1] [*specify*]
(a)	NAV Barrier:	[*specify*][Not applicable]
(b)	NAV Trigger Percentage:	[*specify*][As per the Fund Linked Condition 6][*specify*][Not applicable]
(c)	NAV Trigger Period:	[As per the Fund Linked Conditions][*specify*]
(d)	Basket Trigger Level:	[*specify*][As set out in Fund Linked Condition 6] [Not applicable]
(e)	Number of NAV Publication Days:	[*specify*] [As set out in Fund Linked Condition 6][Not applicable]
(xi)	Additional Extraordinary Fund Events:	[Not applicable][As per the Fund Linked Conditions][The following Additional Extraordinary Fund Events apply to the Notes]:
		(*Specify each of the following which applies*)
		[Hedging Disruption]

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		[Increased Cost of Hedging]
		[Failure to Deliver: Not applicable]
		[Change in Law: Not applicable]
(xii)	Delayed Payment Cut-off Date:	[As set out in Fund Linked Condition 3][*specify*][Not applicable]
38.	**Inflation Linked Redemption:**	[Applicable][Not applicable]
		(*If not applicable, delete this paragraph*)
(i)	[Index][Indices]:	[*specify*] [Reference Item[s][(k)]]
(ii)	Screen page/Exchange/CODE:	[*specify*]
(iii)	Index Sponsor:	[*specify*]
(iv)	Cut-Off Date:	[As per the Inflation Linked Conditions][*specify*]
(v)	Related Bond:	[*specify*][Fallback Bond][Not applicable]
(vi)	Fallback Bond:	[Applicable][Not applicable]
(vii)	Related Bond Redemption Event:	[As set out in Inflation Linked Condition 4][*specify*]
(viii)	Reference Month:	[*specify*][Not applicable]
(ix)	[Strike Date] [Strike Period and Strike Days]:	[*specify*][Not applicable] [*specify applicable Strike Days in the period if applicable*]
(x)	Determination Date(s):	[*specify*]
(xi)	Additional Redemption Event:	[Not applicable][As per the Inflation Linked Conditions][The following Additional Disruption Events apply to the Notes]:
		(*Specify each of the following which applies*)
		[Hedging Disruption]
		[Increased Cost of Hedging]
39.	**Foreign Exchange (FX) Rate Linked Redemption:**	[Applicable][Not applicable]
		(*If not applicable, delete this paragraph*)
(i)	Base Currency:	[*specify*][Not applicable][For Reference Item[(k)]: [*insert*]]
(ii)	Subject Currency/Currencies:	[*specify*][Not applicable][For Reference Item[(k)]: [*insert*]] [and EM Foreign Exchange Rate Provisions apply to such Subject Currency]
(iii)	[Strike Date] [Strike Period and Strike Days]:	[*specify*][Not applicable] [*specify applicable Strike Days in the period if applicable*]
(iv)	Averaging:	[Not applicable][Averaging [applies] to the Notes. [The Averaging Dates are [*specify*].] [See paragraph [*specify*] above][see table below]

(v)	[Redemption Valuation Date(s)][Redemption Valuation Period(s)]:	[*specify*][Not applicable]
(vi)	[Observation Date(s)][Observation Period]:	[*specify*][Not applicable][See table above]
(vii)	Provisions applicable where EM Foreign Exchange (FX) Rate Provisions do not apply to a Settlement Currency:	[Applicable [in respect of[*specify Subject Currencies to which these provisions apply where there is a Basket*]]][Not applicable] (*Where applicable for more than one Subject Currency, complete as relevant for each such Subject Currency*)
(a)	Relevant Screen Page:	[*specify*][Not applicable]
(b)	Price Source:	[*specify*]
(c)	Valuation Time:	[*specify*]
(d)	Disruption Events:	[Price Source Disruption] [Illiquidity Disruption] [Dual Exchange Rate] [General Inconvertibility] [General Non-Transferability] [Material Change in Circumstance] [Nationalisation] [Not applicable] (*Specify in respect of each Subject Currency where Non-EM Foreign Exchange (FX) Rate Provisions apply to more than one such Subject Currency and different Disruption Events (or components thereof) also apply thereto*)
(e)	[Specified Maximum Days of Disruption:]	[*specify*][Five][Scheduled Trading Days][Not applicable]
(viii)	Provisions applicable where EM Foreign Exchange (FX) Rate Provisions apply:	[Applicable [in respect of[*specify Subject Currencies to which these provisions apply where there is a Basket*]]][Not applicable] (*Where applicable for more than one Subject Currency, complete as relevant for each such Subject Currency*)
(a)	Provisions applicable to determining the Settlement Price:	For the purpose of the definition of Settlement Price in Foreign Exchange (FX) Rate Linked Security Condition 7 [and [*specify the relevant Subject Currency where more than one Subject Currency*]: EM FX Price Source: [*specify*] EM Valuation Time: [*specify*] EM Scheduled Trading Day Jurisdiction: [*specify*]
(b)	EM Disruption Events:	[Price Source Disruption] [Illiquidity Disruption] [Dual Exchange Rate] [General Inconvertibility]

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[General Non-Transferability]

[Material Change in Circumstance]

[Nationalisation]

[Price Materiality, where:

    EM Price Materiality Percentage: [*specify*][3] per cent.

    EM Primary Rate: [*specify*][The rate determined as set out in the definition of Settlement Price]

    EM Secondary Rate: [*specify*][[EM First Fallback Reference Price [and]][EM Second Fallback Reference Price]]

(*Specify in respect of each Subject Currency where EM Foreign Exchange (FX) Rate Provisions apply to more than one such Subject Currency and different EM Disruption Events (or components thereof) also apply thereto*)

(c)	EM Disruption Fallbacks:	[EM Calculation Agent Determination]

[EM First Fallback Reference Price, where:

    First Fallback EM FX Price Source: [*specify*]

    First Fallback EM Valuation Time: [*specify*]

    First Fallback EM Number of Settlement Days: [*specify*]]

[EM Second Fallback Reference Price, where:

    Second Fallback EM FX Price Source: [*specify*]

    Second Fallback EM Valuation Time: [*specify*]

    Second Fallback EM Number of Settlement Days: [*specify*]]

[EM Valuation Postponement]

(*Specify in respect of each Subject Currency where EM Foreign Exchange (FX) Rate Provisions apply to more than one such Subject Currency and different EM Disruption Fallbacks (or components thereof) also apply thereto*)

(d)	EM Maximum Days of Postponement:	[*specify*]

(*Specify in respect of each Subject Currency where EM Foreign Exchange (FX) Rate Provisions apply to more than one such Subject Currency and different EM Disruption Fallbacks (or components thereof) also apply thereto*)

(e)	EM Cumulative Events:	[Not applicable][Applicable and EM Maximum Cumulative Days of Postponement means [*specify*]]

(*Specify in respect of each Subject Currency where EM Foreign Exchange (FX) Rate Provisions apply to more than one such Subject Currency and different EM Disruption Fallbacks (or components thereof) also apply thereto*)

(f)	EM Number of Settlement Days:	[Two][Zero][*specify other*] [where SER Settlement Day Centre(s) means [*specify*]]
(g)	EM Number of Postponement Settlement Days:	[[Two][*specify*]] [Business Days][EM Settlement Days] [*specify*]
(ix)	Additional Disruption Events:	[Not applicable][As per the Foreign Exchange (FX) Rate Linked Conditions] [The following Additional Disruption Events apply to the [Notes]:]

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		(*Specify each of the following which applies*)
		[[Hedging Disruption] [Increased Cost of Hedging]
		[Trade Date means [specify]]
		[Change in Law: Not applicable]
		(*insert where Change in Law does not apply*)

(x)   Delayed Redemption on the Occurrence of a Disruption Event: [Applicable][Not applicable]

40.   **Reference Item Rate Linked Redemption:**   [Applicable][Not applicable]

(*If not applicable delete this paragraph*)

[The [Floating][Fixed] Rate Security Provisions shall apply for the purpose of determining the Reference Item Rate on the basis of elections in this paragraph.]

(*If more than one Reference Rate is to be determined, include the following language: "Reference Rate [specify] is as follows:" and repeat items (i) to (vi) below for each such Reference Item Rate*)

(i)   Screen-Rate Determination: [Applicable][Not applicable]

(*If not applicable delete the remaining sub-paragraphs of this paragraph*)

(a)   Reference Item Rate: [*specify period*][month][year][LIBOR][EURIBOR] [SONIA] [SOFR] [€STR] [CMS Rate with a Designated Maturity of [*insert years*]][*specify* Government Bond Yield Rate][*specify* TEC Rate][with a Designated Maturity of [*insert years*]]

(b)   Valuation Date(s):   [*specify*]

(*e.g. Second London business day prior to the start of each Interest Period if LIBOR (other than Sterling or euro LIBOR), first day of each Interest Period if Sterling LIBOR and the second day on which the TARGET2 System is open prior to the start of each Interest Period if EURIBOR or euro LIBOR). Where the Rate of Interest is being used other than for a Floating Rate Security, ensure that this is not specified in respect of an Interest Period and the relevant Range Accrual Day may be specified where relevant for Range Accrual Notes*)

(c)   Valuation Time: [*specify*]

(*which will be 11:00 am, London time, in the case of LIBOR, or 11:00 am, Brussels time, in the case of EURIBOR*)

(d)   Relevant Screen Page: [*specify*]

(*In the case of EURIBOR if not Reuters EURIBOR01) ensure it is a page which shows a composite rate or amend the fallback provisions appropriately*)

(ii)   ISDA Determination: [Applicable][Not applicable] (*If not applicable, delete the remaining sub-paragraph of this paragraph*)

(a)   ISDA Definitions: [2006 ISDA Definitions / 2021 ISDA Definitions]

(b)   Floating Rate Option: [*specify*]

(c)   Designated Maturity: [*specify*]

(d)	Reset Date:	[*specify*]
(iii)	Reference Spread:	[Reference Item Rate 1 minus Reference Item Rate 2 [Not applicable]
		[See paragraph [*specify*][above][below]
(iv)	Redemption Valuation Date(s)/Period(s):	[*specify*][Not applicable]
(v)	Range Accrual Cut-Off Date:	[*specify*][See paragraph [*specify*][above][below]
(vi)	Business Days:	As used in this item and for the purpose of determining the Reference Item Rate only, "**Business Day**" means [a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in [*specify*] [A Target Settlement Day][Reference Rate Business Day (as defined in General Condition 4(b)(iv)(2))][a "**U.S. Government Securities Business Day**", being any day except for a Saturday, Sunday or a day on which the Securities Industry and Financial Markets Association (SIFMA) recommends that the fixed income departments of its members be closed for the entire day for the purposes of trading in U.S. government securities.)
		[Not applicable]
41.	**Combination Redemption:**	[Applicable][Not applicable]
		(*Applicable in relation to Reference Item Notes linked to a combination of types of Reference Items*)
		(*If applicable, complete relevant prompts from Paragraphs [] to [] above*) (*If not applicable, delete this paragraph*)
42.	**Provisions applicable to Instalment Notes:**	[Applicable][Not applicable]
		(*Applicable in relation to Reference Item Notes linked to a combination of types of Reference Items*)
		(*If not applicable, delete this paragraph*)
(i)	Instalment Amounts:	[*specify*] [per Calculation Amount]
		[(a) Calculation Amount * Instalment Factor * Instalment Payout]
		(b) [Instalment Payout: *Insert relevant redemption formula from payout annex*]
		(c) [Instalment Factor: means [*specify*]]
		(*repeat as necessary*)
(ii)	Instalment Dates:	[*specify*]
43.	**Payment Disruption Event:**	[Applicable][Not applicable] (*If not applicable delete this paragraph*)

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GENERAL PROVISIONS APPLICABLE TO THE NOTES

[EUROPEAN ECONOMIC AREA AND UNITED KINGDOM

The Notes are not intended to be offered, distributed or sold to any investor in [the European Economic Area ("**EEA**")] [or] [the United Kingdom ("**UK**")], and no person may offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by the Base Listing Particulars as completed by this Pricing Supplement to any investor in [the EEA] [or] [the UK].][3]

Neither the Issuer nor the Dealer has authorised, nor do they authorise, the making of any offer of Notes in any other circumstances.][4]

[This document is for distribution only to persons who are outside the United Kingdom. This document is directed only at such persons and must not be acted on or relied on by any other persons. Any investment or investment activity to which this document relates is available only to persons outside the United Kingdom and will be engaged in only with such persons.][5]

44.	**Form of Notes:**	Registered Notes:
		3(a)(2) Global Security [*specify nominal amount*] registered in the name of a nominee for [DTC][a common depositary for Euroclear and Clearstream, Luxembourg]]
45.	**Governing Law:**	[New York Law] / [English Law]
46. (i)	Financial Centre(s):	[Not applicable][*give details*] *If not applicable, delete this paragraph*
(ii)	Additional Business Centre(s):	[Not applicable] [*specify*](*Note that this paragraph relates to the place of payment and not interest period end dates. All relevant Financial Centre(s) (including the location of the relevant agent(s)) should be included other than Target*) ()
47.	**Talons for future Coupons or Receipts to be attached to definitive Notes (and dates on which such Talons mature):**	[Yes as the Notes have more than 27 Coupon payments, Talons may be required if, on exchange into definitive form, more than 27 Coupons are still to be made][No][Not applicable]
48.	**Redenomination, renominalisation and reconventioning provisions:**	[Not applicable][The provisions in General Condition 6(g) apply] [*Only applicable for Notes denominated in European currency except for Euro*]
49.	**Prohibition of Sales to EEA Retail Investors:**	[Applicable][Not applicable] (*If the Notes clearly do not constitute "packaged" products, "Not applicable" should be specified. If the Notes may constitute "packaged" products and no KID will be prepared, "Applicable" should be specified*)
50.	**Prohibition of Sales to UK Retail Investors:**	[Applicable][Not applicable] (*If the Notes clearly do not constitute "packaged" products or the Notes do constitute "packaged" products and a key information document will be prepared in the UK, "Not applicable" should be specified. If the Notes*

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[3]   Insert where the Notes are going to be sold only outside the EEA and the UK.

[4]   Insert where no public offer (in accordance with the Prospectus Regulation) is intended in EEA and the UK.

[5]   Include where the Notes will be sold only outside the EEA and the UK.

may constitute "packaged" products and no key information document will be prepared, "Applicable" should be specified.)

51. **Sales outside EEA and UK only:** [Applicable][Not applicable]

52. **[Additional Selling Restrictions]**[6] [The Notes are not intended to be offered, distributed or otherwise made available to any investor classified as retail investor in the jurisdiction where the Notes are intended to be offered or otherwise made available][*give details*]

Signed on behalf of the Issuer: Signed on behalf of the Guarantor:

By:_____ By:_____

Duly authorised Duly authorised

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[6] Delete if there a no Additional Selling Restrictions

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PART B - OTHER INFORMATION

1.	**Listing and Admission to Trading**	[Application [has been made/is expected to be made] by the Issuer (or on its behalf) for the Notes to be listed on [Vienna MTF of the Vienna Stock Exchange] [and] [admitted to trading on [Vienna MTF of the Vienna Stock Exchange] with effect from [the Issue Date] [specify other]]. (insert specific language required by Stock Exchange/Listing Authority)
2.	**Ratings**	[The Notes have not been rated.] [The Notes to be issued [[have been][are expected to be]] rated:] [S&P Global:*[specify]] [Moody's:*[specify]] [Other*]: [specify]

3. **Interests of Natural and Legal Persons Involved in the Issue**

(Description of any interest, including conflicting interest that is material to the issue/offer, detailing the persons involved and the nature of the interest. This may be satisfied by the inclusion of the following statement:)

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

Dealer commission: [specify]/[Not applicable]

4.	**Estimated net proceeds [and Plan of Distribution]**:	[specify] [[specify]will act as placement agents for the notes. The placement agents will forego fees for sales to fiduciary accounts. The total fees represent the amount that the placement agents receive from sales to accounts other than such fiduciary accounts. The placement agents will receive a fee from [BBVA Securities Inc.] [or one of our affiliates] that will not exceed $[specify] per [$1,000] principal amount of notes.][specify][

	Price to Public	Fees and Commissions	Estimated Net Proceeds
Per Note			
Total			

]

5. **Operational Information**

(i)	Delivery:	[Delivery [against][free of] payment] [Not applicable]
(ii)	Principal Paying Agent:	[Deutsche Bank AG, London Branch][specify]
(iii)	Registrar:	[Deutsche Bank Trust Company Americas] [specify]
(iv)	Transfer Agent:	[Deutsche Bank Trust Company Americas][specify]
(v)	Calculation Agent:	[Banco Bilbao Vizcaya Argentaria, S.A]. [specify]
(vi)	U.S. Paying Agent (if any):	[Deutsche Bank Trust Company Americas] [specify][Not applicable]
(vii)	Issuer's LEI:	Legal Entity Identifier ("LEI"): 7245002K0ECNIA1YTU43

6. **Distribution**

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Method of distribution:	[Syndicated][Non-syndicated] (*if non-syndicated delete paragraph*]
[If syndicated, names [and addresses] of Managers [and underwriting commitments/quotas (material features):	[Not applicable][*give names [and addresses] of each entity acting as underwriter [and its respective underwriting commitments]*]
	(*Include names and addresses of entities agreeing to underwrite the issue on a firm commitment basis and names and addresses of the entities agreeing to place the issue without a firm commitment or on a "best efforts" basis if such entities are not the same as the Managers. Where not all of the issue is underwritten, please include information about portion not covered*)]
[Date/Description of Subscription Agreement:	[*insert details*][Not applicable]]
[Stabilisation Manager(s) (if any):	[Not applicable][*give name*]]
[If non-syndicated, name [and address] of relevant Dealer:	[Not applicable][*give name [and address]*]]
	[No underwriting commitment is undertaken by the Distributor.]]
U.S. Selling Restrictions:	The Notes and the guarantee thereof will be offered pursuant to an exemption from registration provided by Section 3(a)(2) of the Securities Act. The [Notes] and the guarantee thereof are not required to be, and have not been, registered under the Securities Act or with any governmental authority.
	[The Notes are Specified Securities (within the meaning of Section 6045(g)(3)(B) of the United States Code] (Include where necessary for the purposes of the HIRE Act)
U.S. "Original Issue Discount" Legend:	[Not applicable] [FOR PURPOSES OF ORIGINAL ISSUE DISCOUNT RULES UNDER THE UNITED STATES INTERNAL REVENUE CODE OF 1986, THIS NOTE HAS ORIGINAL ISSUE DISCOUNT OF [currency][amount] PER EACH [currency][amount] OF NOMINAL AMOUNT OF THIS NOTE; THE ISSUE PRICE OF THIS NOTE IS [currency][amount]; THE ISSUE DATE IS [date]; AND THE YIELD TO MATURITY (COMPOUNDED [semi-annually]) IS [yield].]

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

7.   [Information relating to the Reference Item(s)

[*Specify*][Below is a description of the Reference Item(s). Unless otherwise stated, all information contained herein regarding the Reference Item(s) is derived from publicly available sources and is provided for informational purposes only. We have not independently verified, and have not confirmed the accuracy or completeness of, such information. Neither the Issuer, the Guarantor nor any of its affiliates assumes any responsibilities for the adequacy or accuracy of information about the Reference Item(s). You should make your own investigation into the Reference Item(s).]

[Information and [Composition] on the Reference Item(s)]

(*included a brief description of the Reference Item(s) and if a Reference Item is an Index, its corresponding composition method*)

[Index Computation]

(*if a Reference Item is an Index, describe its computation method*)

[License Disclaimer]

(*If a Reference Item is an Index include Index Disclaimer*)

[Historical Performance of the Reference Item(s)]

[*Specify*][The following graph[s] sets forth the daily closing level of the Reference Item[s] from [specify] through [specify] (*include performance over a period*). We obtained the past performance and background information about the Reference Item[s] from [the corresponding Bloomberg Screen Page as set out in paragraph [specify] above][specify]].

[*Insert graph*] (*as many as necessary*)

[We make no representation or warranty as to the accuracy or completeness of the information obtained from [Bloomberg] [*specify*] The historical performance is provided for informational purposes only. You should not take the historical performance of [the][each] Reference Item as an indication of future performance, which may be better or worse than the performance set forth below. The closing level of the Reference Items on [*specify*] was [*specify*].]]

8.   U.S. Taxation

[*Specify*][We intend to treat the Notes as [INSERT RELEVANT TAX TREATMENT] for U.S. federal income tax purposes. For a discussion of certain U.S. federal income tax consequences of holding and disposing of the Notes, a U.S. investor should review carefully the sections entitled "*Taxation—United States Federal Taxation—Tax Consequences to U.S. Holders—*[INSERT RELEVANT CROSS REFERENCE(S)]" and "*Taxation—United States Federal Taxation—Tax Consequences to U.S. Holders—General Considerations*" in the Base Listing Particulars. A non-U.S. investor should review carefully the section entitled "*Taxation—United States Federal Taxation—Tax Consequences to Non-U.S. Holders*" in the Base Listing Particulars.]

[The comparable yield and projected payment schedule with respect to a Note can be obtained by contacting [BBVA] at [INSERT EMAIL ADDRESS AND/OR PHONE NUMBER]][7]

[Based on the treatment set forth under "*Taxation—United States Federal Taxation—Tax Consequences to U.S. Holders—Securities Treated as Put Rights and Deposits*," we have determined that the Yield on the Deposit is [XXXX] per cent. per annum, paid [monthly], and the remaining portion of the coupon payments on the Notesis attributable to the Put Premium.][8]

[*specify*][We have not obtained any tax opinion regarding the treatment of the Notes for U.S. federal income tax purposes and there can be no assurance that the Internal Revenue Service or a court will agree with our intended treatment. References in "Taxation—United States Federal Taxation" regarding how the Notes "should" be treated assume that our intended treatment is respected, and should not be read to imply a particular level of comfort regarding the intended tax treatment. U.S. and non-U.S. investors should consult their tax advisers regarding all aspects of the U.S. federal, state, local and non-U.S. tax consequences of an investment in the Notes (including possible alternative treatments).]

[The U.S. federal income tax consequences of an investment in the Securities are complex. Additionally, for certain Securities, there are no direct legal authorities as to the proper treatment of the Securities for U.S. federal income tax purposes, and, therefore, significant aspects of the U.S. federal income tax treatment of such Securities are uncertain. Please read the discussion under "Taxation—United States Federal Taxation." Potential investors should consult their tax advisers on the U.S. federal income tax consequences of an investment in the Securities.]

9.   [Hypothetical Examples]

[The examples set forth below are for illustrative purposes only and may not be the actual total returns applicable to a purchaser of the Notes. The numbers appearing in the examples have been rounded for ease of analysis. The actual payment amounts received by investors and the total return on the Notes resulting from this payment will depend on several variables, including (i) the Initial Level of the Underlying Asset and (ii) the Closing Level of the Underlying Asset on each of the

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[7]   Include only for 3(a)(2) Notes that are Contingent Payment Securities and Foreign Currency Contingent Payment Securities.

[8]   Include only for 3(a)(2) Notes that are non-principal protected Securities that pay fixed coupons and do not provide for upside.

Averaging Dates, all determined by the Calculation Agent. All payments on the Notes are subject to the creditworthiness of the Issuer and Guarantor.] [*specify*] *(Insert Hypothetical Examples)*[

Example	Hypothetical Underlying Asset Performance	Hypothetical Final Level	Hypothetical Payment at Maturity	Hypothetical Return on the Notes

]

10.   [Selected Risk Consideration]

[The Notes have complex features and investing in the Notes will involve risks not associated with an investment in conventional debt securities or in the components or sub-components of the Index. You should carefully consider the risk factors set forth below as well as the other information contained in this pricing supplement and the Base Listing Particulars [, including the documents they incorporate by reference]. As described in more detail below, the value of the Notes may vary considerably before the Maturity Date due to events that are difficult to predict and are beyond our control. You should reach an investment decision only after you have carefully considered with your advisors the suitability of an investment in the Notes in light of your particular circumstances. Some of these risks are explained in more detail in the "Risk Factors" section of the Base Listing Particulars.]

[Investing in the notes involves a number of risks. Additionally to the risk factors selected from the Base Listing Particulars below, see the "Risk Factors" section in the Base Listing Particulars]

[Risks Relating to the Securities] [generally]

[*specify*] (*Insert a number of this type of risks associated with an investment in the Notes.*)

[Risk Relating to Estimated Value and Secondary Market Prices of the Notes]

[*specify*] (*Insert a number of this type of risks associated with an investment in the Notes.*)

[Risk Relating to Conflict of Interest]

[*specify*] (*Insert a number of this type of risks associated with an investment in the Notes.*)

[Risk Relating to the [Reference Item]]

[*specify*] (*Insert a number of this type of risks associated with an investment in the Notes.*)

[Risk Relating to General Credit Characteristics]

[*specify*] (*Insert a number of this type of risks associated with an investment in the Notes.*)

[Risks Relating to [Spain and] U.S. Federal Income Taxation]

[*specify*] (*Insert a number of this type of risks associated with an investment in the Notes.*)