

TELEFÓNICA EUROPE B.V.

EUR 200,000,000 UNDATED 8 YEAR NON-CALL
DEEPLY SUBORDINATED GUARANTEED FIXED RATE RESET SECURITIES

(TO BE CONSOLIDATED AND FORM A SINGLE SERIES WITH THE EUR
750,000,000 UNDATED 8 YEAR NON-CALL DEEPLY SUBORDINATED
GUARANTEED FIXED RATE RESET SECURITIES)

UNCONDITIONALLY AND IRREVOCABLY GUARANTEED ON A
SUBORDINATED BASIS BY

TELEFÓNICA, S.A.

SUPPLEMENTAL DEED OF COVENANT

THIS SUPPLEMENTAL DEED OF COVENANT is made on 18 September 2024

BY

- (1) **TELEFÓNICA EUROPE B.V.** a private company with limited liability incorporated under the laws of The Netherlands, having its corporate seat in Amsterdam, The Netherlands and its registered office at Zuidplein 112, H. Tower, 13th floor, 1077XV Amsterdam, The Netherlands and registered with the Trade Register of the Dutch Chamber of Commerce under number 24269798 (the "**Issuer**")

IN FAVOUR OF

- (2) **THE RELEVANT ACCOUNT HOLDERS** (as defined below).

WHEREAS

- (A) The Issuer has authorised the creation and issue of EUR 200,000,000 Undated 8 Year Non-Call Deeply Subordinated Guaranteed Fixed Rate Reset Securities (the "**New Securities**") to be consolidated and form of single series with the EUR 750,000,000 Undated 8 Year Non-Call Deeply Subordinated Guaranteed Fixed Rate Reset Securities issued by the Issuer on 7 September 2023 (the "**Original Securities**" and, together with the New Securities, the "**Securities**"). Telefónica, S.A. (the "**Guarantor**") has authorised the giving of its guarantee in relation to the Securities (as defined below).
- (B) The Original Securities are, and the New Securities will be, in bearer form and in the denomination of EUR 100,000. The New Securities will initially be issued in the form of a temporary global security (the "**New Temporary Global Security**"), which will be exchangeable for a permanent global security (the "**New Permanent Global Security**", together with the New Temporary Global Security, the "**New Global Securities**") in the circumstances specified in the New Temporary Global Security. The New Permanent Global Security will in turn be exchangeable for securities in definitive form (the "**Definitive Securities**"), with interest coupons and a talon attached, in the circumstances specified in the New Permanent Global Security.
- (C) Each Global Security (as defined below) will be delivered to a common depository for Euroclear Bank SA/NV ("**Euroclear**") and Clearstream Banking S.A. ("**Clearstream, Luxembourg**").
- (D) The Issuer and the Guarantor have, in relation to the Original Securities, entered into a fiscal agency agreement dated 7 September 2023 (the "**Original Agency Agreement**") with The Bank of New York Mellon, London Branch (the "**Fiscal Agent**", which expression includes any successor fiscal agent appointed from time to time in connection with the Securities) and the other paying agents named therein. In connection with the issuance of the New Securities, the parties to the Original Agency

Agreement have entered into a supplemental fiscal agency agreement on or on around the date hereof (the "**Supplemental Agency Agreement**").

- (E) The deed of covenant issued by the Issuer and relating to the Original Securities was dated 7 September 2023 (the "**Original Deed of Covenant**"). This supplemental deed of covenant (the "**Supplemental Deed of Covenant**" and, together with the Original Deed of Covenant, the "**Deed of Covenant** ") is supplemental to the Original Deed of Covenant and records certain arrangements which the Issuer has made for the protection of the interests of the Relevant Account Holders in the event that the New Global Securities become void in accordance with their terms.

THIS DEED OF COVENANT WITNESSES as follows:

1. **INTERPRETATION**

1.1 **Definitions**

Words and expressions defined in the Original Deed of Covenant shall, unless the context otherwise requires, have the same meanings in this Supplemental Deed of Covenant.

1.2 **Interpretation of Original Deed of Covenant**

Subject as provided in this Supplemental Deed of Covenant, the provisions of the Original Deed of Covenant shall, where the context so admits, be deemed to be amended with effect from the date hereof as if references therein to:

- 1.2.1 the "Securities" were references to both the Original Securities and the New Securities;
- 1.2.2 the "Temporary Global Security" also includes the New Temporary Global Security;
- 1.2.3 the "Permanent Global Security" also includes the New Permanent Global Security; and
- 1.2.4 the "Conditions" shall be construed as to refer: (a) in respect of the Original Securities, to the terms and conditions of the Original Securities contained in schedule 4 to the Original Agency Agreement; and (b) in respect of the New Securities, to the terms and conditions of the New Securities as set out in schedule 4 to the Supplemental Agency Agreement.

2. **INCORPORATION OF ORIGINAL DEED OF COVENANT**

This Supplemental Deed of Covenant shall be read as one with the Original Deed of Covenant so that all references therein to "this Deed" shall be deemed to refer to the Original Deed of Covenant as amended and supplemented by this Supplemental Deed of Covenant.

Save as expressly set out herein, the Original Deed of Covenant shall continue in full force and effect.

3. **BENEFIT OF DEED OF COVENANT**

3.1 **Deed Poll**

This Supplemental Deed of Covenant shall take effect as a deed poll for the benefit of the Relevant Account Holders from time to time.

3.2 **Benefit**

The obligations expressed to be assumed by the Issuer herein shall ensure for the benefit of each Relevant Account Holder, and each Relevant Account Holder shall be entitled severally to enforce such obligations against the Issuer.

3.3 **Assignment**

The Issuer may not assign or transfer all or any of its rights, benefits and obligations hereunder except for the purpose of and followed by a reconstruction, amalgamation, reorganisation, merger or consolidation of the Issuer on terms approved by an Extraordinary Resolution of the Holders.

4. **PARTIAL INVALIDITY**

If at any time any provision hereof is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions hereof nor the legality, validity or enforceability of such provision under the laws of any other jurisdiction shall in any way be affected or impaired thereby.

5. **LAW AND JURISDICTION**

5.1 **Governing law**

This Supplemental Deed of Covenant and any non-contractual obligations arising out of or in connection with it are governed by and construed in accordance with English law.

5.2 **English courts**

The courts of England have exclusive jurisdiction to settle any dispute (a "**Dispute**"), arising out of or in connection with this Supplemental Deed of Covenant (including a dispute relating to the existence, validity or termination of this Supplemental Deed of Covenant or any non-contractual obligation arising out of or in connection with this Supplemental Deed of Covenant) or the consequences of its nullity.

5.3 **Appropriate forum**

The Issuer agrees that the courts of England are the most appropriate and convenient courts to settle any Dispute and, accordingly, that it will not argue to the contrary.

5.4 **Rights of the Relevant Account Holders to take proceedings outside England**

Clause 5.2 (*Law and Jurisdiction - English courts*) is for the benefit of the Relevant Account Holders only. As a result, nothing in this Clause 5 prevents the Relevant Account Holders from taking proceedings relating to a Dispute ("**Proceedings**") in any other courts with jurisdiction. To the extent allowed by law, the Relevant Account Holders may take concurrent Proceedings in any number of jurisdictions.

5.5 **Dutch Power of Attorney**

If the Issuer is represented by an attorney or attorneys in connection with the signing and/or execution and/or delivery of this Supplemental Deed of Covenant or any agreement or document referred to herein or made pursuant hereto and the relevant power or powers of attorney is or are expressed to be governed by the laws of The Netherlands, it is hereby expressly acknowledged that such laws shall govern the existence and extent of such attorney's or attorneys' authority and the effects of the exercise thereof.

5.6 **Service of Process**

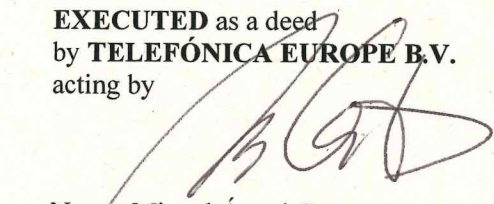
The Issuer agrees that the documents which start any Proceedings and any other documents required to be served in relation to those Proceedings may be served on it by being delivered to Telefónica Digital Limited, Highdown House, Yeoman Way, Worthing, West Sussex, BN99 3HH, United Kingdom or, if different, its registered office for the time being or at any address of the Issuer in England at which process may be served on it, or to such other person with an address in England and/or at such other address in England as the Issuer may specify by notice in writing to the Relevant Account Holders. Nothing in this paragraph shall affect the right of any Relevant Account Holder to serve process in any other manner permitted by law. This Clause applies to Proceedings in England.

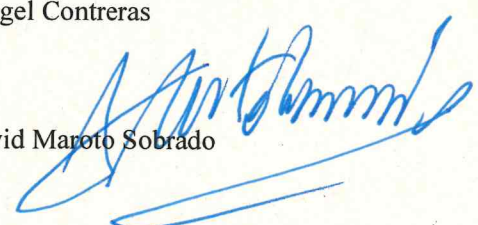
6. **MODIFICATION**

The Original Agency Agreement contains provisions for convening meetings of Holders of Securities to consider matters relating to the Securities. Any modification of this Supplemental Deed of Covenant may be made by supplemental deed poll if sanctioned by an Extraordinary Resolution and shall be binding on all Relevant Account Holders.

IN WITNESS whereof this Supplemental Deed of Covenant has been executed by the Issuer and is intended to be and is hereby delivered on the date first before written.

EXECUTED as a deed)
by **TELEFÓNICA EUROPE B.V.**)
acting by)

)
Name: Miguel Ángel Contreras)
Title: Director)

)
Name: Carlos David Maroto Sobrado)
Title: Director)