

IS THERE A "PAYMASTER LICENSE"?

The **Paymaster license** is not a specific concept recognized as a formal "license" in most jurisdictions. Rather, the term Paymaster refers to a person or entity that acts as an intermediary to receive and distribute payments on behalf of others, usually within a business arrangement or trust, **BUT IT IS NOT A LICENSE IN ITSELF.**

What is an assumed Paymaster?

A Paymaster is a trusted intermediary who manages and distributes funds according to a contract or agreement. In contexts of international trade and transactions, a Paymaster is responsible for ensuring that payments are made correctly between the parties involved.

IS THERE A "PAYMASTER LICENSE"?

There is no formally standardized Paymaster license as such. However, in order to perform this role legally, an individual or entity could be subject to financial regulations and require certain licenses or registrations depending on the jurisdiction. These licenses are related to funds handling, anti-money laundering (AML), and know-your-customer (KYC) capabilities. Some of the licenses or authorizations that may be required are:

-  Payment agent license or payment services license.
-  Fiduciary license (if the Paymaster is handling funds in a fiduciary capacity).
-  Banking license (in some cases, especially if dealing with large sums of money or frequent transactions).
-  Registration with local regulators (such as securities commissions, tax authorities, or central banks).

Requirements to be a legally recognized Paymaster:

To act as a Paymaster, a person or entity must comply with various regulations according to the country in which it operates. These include:

-  Compliance with AML/CFT (Anti Money Laundering / Combating the Financing of Terrorism) regulations.
-  Identity verification (KYC procedures).
-  Registration with competent authorities (such as the Financial Conduct Authority in the UK or the Securities and Exchange Commission (SEC) in the US).

CONCLUSION:

In summary, although there is no Paymaster license in a formal and unique sense, the role of Paymaster is regulated by laws and licenses linked to financial services as payment fiduciaries, which vary by country. To act as a Paymaster legally, you should consult with a financial lawyer or regulatory entity to ensure that you comply with all laws and obtain the necessary licenses.

HOW TO BE A TRUST

A trust is a legal arrangement in which one person (the settlor) transfers property or assets to another person or entity (the trustee), to be managed for the benefit of a third person or group (the beneficiaries).

If you want to set up a trust, follow these general steps, but remember that legislation varies depending on the country or jurisdiction you are in, so it is always advisable to consult with a specialist lawyer to ensure that the trust complies with local regulations.

STEPS TO CREATE A TRUST

1) Decide on the type of trust

There are different types of trusts, and you'll need to decide which one is right for your needs. Some examples are:

-  **Revocable Trust:** The settlor can modify or cancel it at any time.
-  **Irrevocable trust:** Once assets are transferred to the trust, they cannot be modified or recovered by the settlor.
-  **Testamentary Trust:** A trust created in the settlor's will, which takes effect after their death.
-  **Inter vivos trust:** It is a trust that comes into force during the life of the settlor.

2) Choose a fiduciary

The trustee is the person or entity responsible for administering the trust. This can be a trusted person, a lawyer, a financial institution, or a company that specializes in administering trusts.

The trustee has the responsibility to act in the best interest of the beneficiaries and to comply with the terms set forth in the trust.

3) Select the beneficiaries

Beneficiaries are the individuals or entities that will receive the benefits of the trust. Beneficiaries can be family, friends, charities, etc.

4) Draft the trust agreement

The trust agreement is the legal document that sets out the terms and conditions of the trust, including:

- 🏠 The name of the settlor, trustee and beneficiaries.
- 🏠 The assets or property to be transferred to the trust.
- 🏠 Clear instructions on how trust assets should be managed and distributed.
- 🏠 Duration of the trust (whether it is revocable or irrevocable).
- 🏠 The conditions under which the trust can be modified or terminated (if revocable).

5. Transfer the assets to the trust

The settlor must formally transfer ownership of the assets to the trust. This may include:

- 🏠 Transfer real estate (e.g., through a change of title).
- 🏠 Transfer bank accounts or investments.
- 🏠 Transfer other valuable assets.

This transfer must be done in a legally correct manner for the trust to be valid. Make sure that all legal requirements are met to avoid future problems.

Sign the trust agreement

The trust agreement must be signed by all parties involved: the settlor, the trustee, and, if necessary, the beneficiaries.

In some cases, it may be necessary for the agreement to be signed in the presence of a notary or witnesses, depending on local laws.

6. Comply with tax regulations

When creating a trust, you must comply with the tax laws in your country, as trusts can have tax implications for both the settlor and the beneficiaries. You may need to declare the trust to the tax authorities and pay taxes on the gains made from the trust.

7. Maintain and administer the trust

Once the trust is created, the trustee has the responsibility of managing the assets according to the terms set forth in the agreement. This may include investing assets, distributing income to beneficiaries, or liquidating assets as needed.

Important tips:

- 🏠 Legal Consulting: It is highly recommended that you work with a trust and estate planning attorney to ensure that the trust complies with all local laws and adequately protects your interests.
- 🏠 Tax planning: A tax advisor can help you understand the tax implications of setting up a trust, so you can plan appropriately.
- 🏠 Communication with the trustee: It is important to have clear communication with the trustee, especially regarding the expectations and responsibilities you will assume when administering the trust.

Conclusion:

Creating a trust can be a useful tool for estate planning, asset protection, or managing funds for the benefit of others. However, due to its complexity and the legal and tax implications, it is essential to have the right advice from professionals in the legal and financial area to ensure that the trust is effective and meets your objectives.

WHY IT IS ADVISABLE TO BE A TRUSTEE IN LIECHTENSTEIN

Creating a trust in Liechtenstein can be a very attractive option due to its legal, tax, and financial advantages. Here are some of the reasons why many individuals and companies find that establishing a trust in Liechtenstein is beneficial:

1. Legal and financial stability:

Liechtenstein is known for its political, economic, and legal stability. It has an independent and reliable judicial system, which provides security to the trustees and beneficiaries of the trusts. In addition, the country is located in the center of Europe, making it a strategic location for estate planning.

2. Advantageous Prosecutors:

Liechtenstein is famous for its favorable tax policies. While it is not a strict tax haven, it does offer tax conditions that can be attractive to investors:

- 🏠 **Low taxes:** Trusts established in Liechtenstein can benefit from relatively low income and wealth taxes, allowing beneficiaries to keep a larger proportion of assets.
- 🏠 **Inheritance and gift taxes:** Liechtenstein has favorable inheritance and gift laws, which means that trusts can help minimize inheritance and gift taxes, making it easier to transfer assets between generations.
- 🏠 **Tax privacy:** Liechtenstein's tax system allows for a high degree of privacy and confidentiality in transactions, which is a feature highly valued by those looking to protect their assets from public exposure.

3. Legal system favorable to trusts:

Liechtenstein has legislation specially designed to facilitate the creation and administration of trusts. Some of the legal advantages are:

- 🏛️ **Flexibility:** Liechtenstein law allows for a great deal of flexibility in the drafting and execution of trusts, allowing settlors to tailor the agreement to their specific needs.
- 🏛️ **Irrevocable and revocable trust:** You can create both revocable and irrevocable trusts, depending on your estate planning goals.
- 🏛️ **Asset protection:** Trusts in Liechtenstein can offer protection against external claims, which means that the trust assets can be protected from creditors in certain cases, an important feature for those looking to safeguard their estate.
- 🏛️ **Trust Trust:** The right of the beneficiaries and the rules on the administration of the trust are clearly defined, ensuring that the trustee acts in accordance with the instructions of the settlor.

4. Privacy and confidentiality:

Liechtenstein has strict confidentiality laws that protect the identity of settlors, trustees, and beneficiaries, always within the legal framework. This confidentiality is especially valuable for those who want to maintain their privacy and protect their assets.

- 🏛️ Information about trusts in Liechtenstein is not public, which helps to avoid exposing the financial details of those involved.

5. Favorable structure for international estate planning:

Liechtenstein has a flexible legal and tax framework, making it suitable for individuals looking to establish trusts in the context of international estate planning. This is particularly valuable for those with assets in different countries, as Liechtenstein has double taxation agreements with many countries and allows for the creation of efficient structures for the management of these assets.

6. Protects family assets and avoids family conflicts:

Trusts in Liechtenstein are frequently used to ensure the protection of family assets, manage intergenerational wealth, and avoid family disputes over the distribution of assets. When setting up a trust, settlors can clearly specify how assets should be distributed among heirs or beneficiaries, reducing the risk of family conflict.

7. International recognition:

Liechtenstein is internationally recognized as a high-quality financial and fiduciary center, and its fiduciary structures are respected and understood by many banks, financial institutions, and regulatory authorities around the world. This facilitates collaboration and the use of trusts in this country for global financial activities.

8. No Liechtenstein residency required:

One of the great advantages is that the settlor or beneficiaries are not required to reside in Liechtenstein to establish a trust. This makes the country accessible to people from all over the world who wish to structure their assets and wealth efficiently, without the need to relocate or meet residency requirements.

9. Customized Fiduciary Solutions:

Fiduciary service providers in Liechtenstein often offer tailor-made solutions that are tailored to the needs of clients. This means you can design your trust to specifically fit your estate, tax, or asset protection goals, with expert guidance.

Conclusion:

Setting up a trust in Liechtenstein offers several advantages, including privacy, tax benefits, legal flexibility, and asset protection. This makes it a popular location for those looking to structure their wealth efficiently and protect their assets internationally.

However, it is critical to work with specialized legal and financial advisors to ensure that the trust is properly established and complies with all specific regulations and objectives. If you're considering this option, be sure to consult with subject matter experts to guide you through the process.

¿EXISTE UNA "LICENCIA PAYMASTER"?

La **licencia Paymaster** no es un concepto específico reconocido como una "licencia" formal en la mayoría de las jurisdicciones. Más bien, el término Paymaster hace referencia a una persona o entidad que actúa como un intermediario para recibir y distribuir pagos en nombre de otros, generalmente dentro de un acuerdo de negocio o fideicomiso, **PERO NO ES UNA LICENCIA EN SI**.

¿Qué es un Paymaster supuesto ?

Un Paymaster es un intermediario de confianza que gestiona y distribuye fondos de acuerdo con un contrato o acuerdo. En contextos de comercio y transacciones internacionales, un Paymaster es responsable de asegurar que los pagos se realicen correctamente entre las partes involucradas.

¿EXISTE UNA "LICENCIA PAYMASTER"?

No existe una licencia Paymaster formalmente estandarizada como tal. Sin embargo, para desempeñar este papel de manera legal, un individuo o entidad podría estar sujeto a regulaciones financieras y requerir ciertas licencias o registros dependiendo de la jurisdicción. Estas licencias están relacionadas con el manejo de fondos, la prevención de lavado de dinero (AML) y el conocimiento del cliente (KYC). Algunas de las licencias o autorizaciones que podrían ser necesarias son:

-  Licencia de agente de pago o licencia de servicios de pago.
-  Licencia de fiduciario (si el Paymaster está manejando fondos en calidad de fiduciario).
-  Licencia bancaria (en algunos casos, especialmente si se manejan grandes sumas de dinero o transacciones frecuentes).
-  Registro ante reguladores locales (como comisiones de valores, autoridades fiscales o bancos centrales).

Requisitos para ser un Paymaster legalmente reconocido:

Para actuar como Paymaster, una persona o entidad debe cumplir con varias normativas de acuerdo con el país en el que se opere. Estos incluyen:

-  Cumplimiento de normativas AML/CFT (Anti Money Laundering / Combating the Financing of Terrorism).
-  Verificación de identidad (procedimientos KYC).
-  Registro ante autoridades competentes (como la Financial Conduct Authority en el Reino Unido o la Securities and Exchange Commission (SEC) en EE. UU.).

CONCLUSIÓN:

En resumen, aunque no existe una licencia Paymaster en un sentido formal y único, el rol de Paymaster está regulado por leyes y licencias vinculadas a servicios financieros como fiduciarios de pago, que varían según el país. Para actuar como Paymaster de manera legal, deberías consultar con un abogado especializado en finanzas o una entidad reguladora para asegurarte de cumplir con todas las leyes y obtener las licencias necesarias.

COMO SER UN FIDEICOMISO

Un fideicomiso es un acuerdo legal en el que una persona (el fideicomitente) transfiere bienes o activos a otra persona o entidad (el fiduciario), para que los administre en beneficio de una tercera persona o grupo (los beneficiarios).

Si deseas establecer un fideicomiso, sigue estos pasos generales, pero recuerda que la legislación varía según el país o jurisdicción en la que te encuentres, por lo que siempre es recomendable consultar con un abogado especializado para asegurar que el fideicomiso cumpla con las normativas locales.

PASOS PARA CREAR UN FIDEICOMISO

1)- Decidir el tipo de fideicomiso

Existen diferentes tipos de fideicomisos, y deberás decidir cuál es el adecuado para tus necesidades. Algunos ejemplos son:

-  **Fideicomiso revocable:** El fideicomitente puede modificarlo o cancelarlo en cualquier momento.
-  **Fideicomiso irrevocable:** Una vez que los bienes se transfieren al fideicomiso, no pueden ser modificados ni recuperados por el fideicomitente.
-  **Fideicomiso testamentario:** Es un fideicomiso creado en el testamento del fideicomitente, que entra en vigor después de su muerte.
-  **Fideicomiso inter vivos:** Es un fideicomiso que entra en vigor durante la vida del fideicomitente.

2)- Elegir un fiduciario

El fiduciario es la persona o entidad responsable de administrar el fideicomiso. Puede ser una persona de confianza, un abogado, una institución financiera, o una empresa especializada en administrar fideicomisos.

El fiduciario tiene la responsabilidad de actuar en el mejor interés de los beneficiarios y de cumplir con los términos establecidos en el fideicomiso.

3)- Seleccionar los beneficiarios

Los beneficiarios son las personas o entidades que recibirán los beneficios del fideicomiso. Los beneficiarios pueden ser familiares, amigos, organizaciones benéficas, etc.

4)- Redactar el acuerdo de fideicomiso

El acuerdo de fideicomiso es el documento legal que establece los términos y condiciones del fideicomiso, incluyendo:

- 🏠 El nombre del fideicomitente, fiduciario y beneficiarios.
- 🏠 Los activos o bienes que se transferirán al fideicomiso.
- 🏠 Instrucciones claras sobre cómo se deben administrar y distribuir los bienes del fideicomiso.
- 🏠 Duración del fideicomiso (si es revocable o irrevocable).
- 🏠 Las condiciones bajo las cuales el fideicomiso puede modificarse o terminarse (si es revocable).

5. Transferir los activos al fideicomiso

El fideicomitente debe transferir formalmente la propiedad de los bienes al fideicomiso. Esto puede incluir:

- 🏠 Transferir propiedades inmobiliarias (por ejemplo, mediante un cambio de título de propiedad).
- 🏠 Transferir cuentas bancarias o inversiones.
- 🏠 Transferir otros activos valiosos.

Esta transferencia debe hacerse de manera legalmente correcta para que el fideicomiso sea válido. Asegúrate de que se cumplan todos los requisitos legales para evitar problemas futuros.

Firmar el acuerdo de fideicomiso

El acuerdo de fideicomiso debe ser firmado por todas las partes involucradas: el fideicomitente, el fiduciario y, si es necesario, los beneficiarios.

En algunos casos, puede ser necesario que el acuerdo se firme en presencia de un notario o de testigos, dependiendo de las leyes locales.

6. Cumplir con las regulaciones fiscales

Al crear un fideicomiso, debes cumplir con las leyes fiscales de tu país, ya que los fideicomisos pueden tener implicaciones fiscales tanto para el fideicomitente como para los beneficiarios. Es posible que debas declarar el fideicomiso ante las autoridades fiscales y pagar impuestos sobre las ganancias obtenidas del fideicomiso.

7. Mantener y administrar el fideicomiso

Una vez creado el fideicomiso, el fiduciario tiene la responsabilidad de administrar los bienes según los términos establecidos en el acuerdo. Esto puede incluir la inversión de activos, la distribución de ingresos a los beneficiarios, o la liquidación de activos según sea necesario.

Consejos importantes:

- 🏠 Consultoría legal: Es altamente recomendable que trabajes con un abogado especializado en fideicomisos y planificación patrimonial, para asegurarte de que el fideicomiso cumpla con todas las leyes locales y proteja adecuadamente tus intereses.
- 🏠 Planificación fiscal: Un asesor fiscal puede ayudarte a entender las implicaciones fiscales de crear un fideicomiso, para que puedas planificar adecuadamente.
- 🏠 Comunicación con el fiduciario: Es importante tener una comunicación clara con el fiduciario, especialmente en cuanto a las expectativas y responsabilidades que asumirá al administrar el fideicomiso.

Conclusión:

Crear un fideicomiso puede ser una herramienta útil para la planificación patrimonial, la protección de activos o la administración de fondos en beneficio de los demás. Sin embargo, debido a su complejidad y las implicaciones legales y fiscales, es fundamental contar con la asesoría adecuada de profesionales en el área legal y financiera para garantizar que el fideicomiso sea efectivo y cumpla con tus objetivos.

PORQUE ES RECOMENDABLE SER FIDEICOMISO EN LIECHTENSTEIN

Crear un fideicomiso en Liechtenstein puede ser una opción muy atractiva debido a sus ventajas legales, fiscales y financieras. A continuación, te explico algunas de las razones por las que muchos individuos y empresas consideran que establecer un fideicomiso en Liechtenstein es beneficioso:

1. Estabilidad jurídica y financiera:

Liechtenstein es conocido por su estabilidad política, económica y legal. Tiene un sistema judicial independiente y confiable, lo que brinda seguridad a los fiduciarios y beneficiarios de los fideicomisos. Además, el país se encuentra en el centro de Europa, lo que lo convierte en un lugar estratégico para la planificación patrimonial.

2. Fiscales ventajosos:

Liechtenstein es famoso por sus políticas fiscales favorables. Si bien no se trata de un paraíso fiscal estricto, ofrece condiciones fiscales que pueden ser atractivas para los inversores:

- 🏛️ **Impuestos bajos:** Los fideicomisos establecidos en Liechtenstein pueden beneficiarse de impuestos relativamente bajos sobre la renta y el patrimonio, lo que permite a los beneficiarios conservar una mayor proporción de los activos.
- 🏛️ **Impuestos de sucesión y donación:** Liechtenstein tiene leyes favorables en cuanto a sucesiones y donaciones, lo que significa que los fideicomisos pueden ayudar a minimizar los impuestos de herencia y donación, facilitando la transferencia de bienes entre generaciones.
- 🏛️ **Privacidad fiscal:** El sistema fiscal de Liechtenstein permite un alto grado de privacidad y confidencialidad en las transacciones, lo cual es una característica muy valorada por quienes buscan proteger sus activos de la exposición pública.

3. Sistema legal favorable a los fideicomisos:

Liechtenstein tiene una legislación especialmente diseñada para facilitar la creación y administración de fideicomisos. Algunas de las ventajas legales son:

- 🏛️ **Flexibilidad:** La legislación de Liechtenstein permite una gran flexibilidad en la redacción y ejecución de los fideicomisos, permitiendo que los fideicomitentes adapten el acuerdo a sus necesidades específicas.
- 🏛️ **Fideicomiso irrevocable y revocable:** Puedes crear tanto fideicomisos revocables como irrevocables, dependiendo de tus objetivos de planificación patrimonial.
- 🏛️ **Protección de activos:** Los fideicomisos en Liechtenstein pueden ofrecer protección frente a reclamaciones externas, lo que significa que los activos del fideicomiso pueden estar protegidos de los acreedores en ciertos casos, una característica importante para quienes buscan resguardar su patrimonio.
- 🏛️ **Fideicomiso fiduciario:** El derecho de los beneficiarios y las reglas sobre la administración del fideicomiso están claramente definidos, lo que asegura que el fiduciario actúe de acuerdo con las instrucciones del fideicomitente.

4. Privacidad y confidencialidad:

Liechtenstein tiene leyes de confidencialidad estrictas que protegen la identidad de los fideicomitentes, fiduciarios y beneficiarios, siempre dentro del marco legal. Esta confidencialidad es especialmente valiosa para aquellos que desean mantener su privacidad y proteger sus activos.

- 🏛️ La información sobre los fideicomisos en Liechtenstein no es pública, lo que ayuda a evitar la exposición de los detalles financieros de los involucrados.

5. Estructura favorable para la planificación patrimonial internacional:

Liechtenstein tiene un marco legal y fiscal flexible, lo que lo hace adecuado para personas que buscan establecer fideicomisos en el contexto de una planificación patrimonial internacional. Esto es particularmente valioso para aquellos con activos en diferentes países, ya que Liechtenstein tiene acuerdos de doble tributación con muchos países y permite la creación de estructuras eficientes para la administración de estos activos.

6. Protege los activos familiares y evita conflictos familiares:

Los fideicomisos en Liechtenstein se utilizan con frecuencia para garantizar la protección de los activos familiares, gestionar la riqueza intergeneracional y evitar disputas familiares sobre la distribución de los bienes. Al establecer un fideicomiso, los fideicomitentes pueden especificar claramente cómo deben ser distribuidos los bienes entre los herederos o beneficiarios, reduciendo el riesgo de conflictos familiares.

7. Reconocimiento internacional:

Liechtenstein es reconocido internacionalmente como un centro financiero y fiduciario de alta calidad, y sus estructuras fiduciarias son respetadas y comprendidas por muchos bancos, instituciones financieras y autoridades regulatorias en todo el mundo. Esto facilita la colaboración y el uso de fideicomisos en este país para actividades financieras globales.

8. No requiere residencia en Liechtenstein:

Una de las grandes ventajas es que no se requiere que el fideicomitente o los beneficiarios residan en Liechtenstein para establecer un fideicomiso. Esto hace que el país sea accesible para personas de todo el mundo que deseen estructurar sus activos y patrimonio de manera eficiente, sin necesidad de trasladarse o cumplir con requisitos de residencia.

9. Soluciones fiduciarias personalizadas:

Los proveedores de servicios fiduciarios en Liechtenstein suelen ofrecer soluciones a medida que se adaptan a las necesidades de los clientes. Esto significa que puedes diseñar tu fideicomiso para que se ajuste específicamente a tus objetivos patrimoniales, fiscales o de protección de activos, contando con la orientación de expertos.

Conclusión:

Establecer un fideicomiso en Liechtenstein ofrece varias ventajas, incluyendo la privacidad, los beneficios fiscales, la flexibilidad legal y la protección de activos. Esto lo convierte en un lugar popular para aquellos que buscan estructurar su patrimonio de manera eficiente y proteger sus activos a nivel internacional.

No obstante, es fundamental trabajar con asesores legales y financieros especializados para asegurarse de que el fideicomiso se establece correctamente y cumple con todas las regulaciones y objetivos específicos. Si estás considerando esta opción, asegúrate de consultar con expertos en la materia que te guíen a lo largo del proceso.

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APPLICABLE LAW AND JURISDICTION** For the resolution of all disputes or issues related to this website or the activities developed therein, Spanish legislation shall apply, to which the parties expressly submit. If the user has the status of a consumer or end-user: The Courts and Tribunals of the consumer's domicile shall have jurisdiction to resolve any dispute, in accordance with the provisions of Article 52 of Act 1/2000, of January 7, on Civil Procedure (**LEC**), and Article 90 of the **TRLGDCU**, which prohibit jurisdiction submission clauses to a forum other than that of the consumer in adhesion contracts. If the user is a company or professional: Both parties submit, with express waiver of any other jurisdiction that may correspond to them, to the Courts and Tribunals of the city of [City of the company's registered office, e.g., Madrid], unless mandatory law provides otherwise. **11. ONLINE DISPUTE RESOLUTION (ODR PLATFORM)** By virtue of Article 14 of Regulation (EU) No 524/2013, of May 21, on online dispute resolution in consumer matters, consumers are informed that the European Commission provides an online dispute resolution platform (**ODR Platform**), which can be accessed via the following link: <http://ec.europa.eu/consumers/odr/>. This platform serves as an entry point for the out-of-court resolution of online disputes arising from sales or service contracts concluded between a consumer and a professional.

INFORMATIONAL NATURE AND GENERAL DISCLAIMER **INFORMATIONAL NATURE AND GENERAL DISCLAIMER 2.1. PURELY INFORMATIONAL AND EDUCATIONAL NATURE** The information, data, analyses, opinions, and content available on this website are exclusively for informational, educational, and general reference purposes. They do not constitute, nor should they be interpreted in any case as, a commercial offer, a solicitation of funds, an invitation to invest, or a personalized recommendation to buy or sell securities, financial instruments, or investment products. This content is intended for companies, investors, and individuals seeking to expand their knowledge about financial information, financing structures, monetization programs, business strategies, or market opportunities. **2.2. NO PROFESSIONAL ADVICE** Nothing published on this website should be considered as personalized financial, legal, tax, accounting, or investment advice. The information presented does not take into account the specific objectives, financial situation, or particular needs of any user or entity. Before making any financial or investment decision, or before participating in any program described, the user must consult with their own professional, legal, and tax advisors to evaluate

the risks and suitability of such actions. **2.3. ACCURACY, COMPLETENESS, AND TIMELINESS** Although we strive to provide high-quality information from sources considered reliable, we do not guarantee the accuracy, completeness, timeliness, or reliability of the data, statistics, or reports presented. The materials may describe features of sample services, products, or institutions without any guarantee and are subject to daily changes due to market volatility and economic conditions. Services, products, and information are provided "as is," "as available," and "as obtained," without representation or warranty of any kind. **2.4. DISCLAIMER OF WARRANTIES** The user expressly agrees that the use of the information and services on this website is at their own and exclusive risk. All warranties, whether express or implied, are hereby expressly disclaimed, including, but not limited to, implied warranties of title, non-infringement of third-party rights, merchantability, or fitness for a particular purpose. **2.5. LIMITATION OF LIABILITY** In no event shall the owners, administrators, employees, or affiliates of this website be liable for any direct, indirect, incidental, consequential, special, exemplary, or punitive damages, including, without limitation, loss of profits, funds, data, use, goodwill, or other intangible losses, resulting from: (i) the use or inability to use the services or information; (ii) any error, omission, or inaccuracy in the content; (iii) any decision made by the user based on the information provided on this site; or (iv) any other matter related to the access to or use of this website. **2.6. THIRD-PARTY LINKS AND CONTENT** This website may contain links to third-party websites or user-generated content. Such links are provided solely for your convenience and do not necessarily imply affiliation, endorsement, or approval of such content by us. We assume no responsibility whatsoever for the content, privacy policies, practices, or availability of third-party sites.

REGULATORY STATUS, SCOPE OF ACTIVITIES, AND LIMITATIONS (CNAE 6619) 3.1. LEGAL FRAMEWORK AND EXCLUSION FROM REGISTRATION WITH SUPERVISORY BODIES



The operating entities of this website conduct their activities under the epigraph of **CNAE 6619** (Spanish National Classification of Economic Activities): *"Other activities auxiliary to financial services, except insurance and pension funds"*. Although this code encompasses heterogeneous support services for the sector, it is expressly, explicitly, and repeatedly stated that the group's companies **ARE NOT REGISTERED OR ENROLLED WITH THE NATIONAL SECURITIES MARKET COMMISSION (CNMV)**, nor with the **BANK OF SPAIN** as credit institutions, financial credit establishments, payment institutions, or electronic money institutions. Consequently, it is strictly prohibited to interpret our market presence as that of a regulated financial entity, brokerage, dealer, or Virtual Asset Service Provider (VASP). **3.2. STRICT DELIMITATION OF SERVICES PROVIDED** Our activity is exclusively limited to auxiliary, administrative, technological, or generic **B2B** (Business-to-Business) consulting services. Under no circumstances do we provide personalized financial advice, discretionary or continuous portfolio management, nor do we act as intermediaries in the contracting of regulated investment products (in accordance with **MiFID II** / relevant national financial regulations). The services we provide, in an enumerative but not exhaustive manner, are strictly confined to: **BACK-OFFICE AND ADMINISTRATIVE PROCESSING**: Operational support, document management, and administrative tasks delegated by third parties. **TECHNOLOGICAL PAYMENT PROCESSING**: Acting exclusively as a technological provider (SaaS, APIs, payment gateways) for the operational settlement of digital payments. At no point does the operating entity

have legal availability or custody of the end-users' funds (no third-party accounts). **ADMINISTRATIVE MANAGEMENT AND CLAIMS**: Assistance in processing, claiming, and managing taxes, fees, or refunds before public bodies, acting strictly as administrative representatives and not as financial or tax advisors. **GENERIC AND EDUCATIONAL FINANCIAL CONSULTING**: Issuance of reports, market analyses, or training materials of a strictly informative and educational nature. **NO CONTENT PUBLISHED ON THIS WEBSITE OR ISSUED BY OUR COMPANY SHALL BE INTERPRETED AS AN INVESTMENT RECOMMENDATION, PUBLIC OFFERING, OR INVITATION TO BUY/SELL FINANCIAL ASSETS.** **TECHNOLOGICAL AND DATA SUPPORT**: Provision of data analysis tools, commercial scoring, or technological infrastructure for the sector. **COLLECTION AND DEBT RECOVERY MANAGEMENT**: Management of defaults and overdue collections, acting strictly as authorized agents, without assuming credit risk or debt subrogation under any circumstances. **3.3. CURRENT OPERATIONAL STATUS: "STAND-BY" PHASE** Currently, and as part of a strategic restructuring of our business model, the two operating companies are in a **"STAND-BY" OR GENERAL COMMERCIAL INACTIVITY** status. This implies that the website is merely corporate, informative, and serves as a technological showcase. There are no active processes for onboarding new retail clients or raising funds. The entities' operations are restrictively and exclusively limited to the provision of highly specialized B2B consulting services, namely: **COMMERCIAL RISK CONSULTING**: Analysis of solvency, viability, and counterparty risk in commercial transactions. **DUE DILIGENCE (KYC/AML) ADVISOR FOR INTERNATIONAL TRADE**: Verification of corporate identities, prevention of money laundering, and regulatory compliance applied exclusively to the supply chain and physical trade of goods. **MANAGEMENT AND COMPLIANCE CONSULTING FOR COMMODITIES COMPANIES**: Advisory services on traceability, customs regulations, and regulatory frameworks applicable to the trade of raw materials, without intervening in the financial trading or derivatives of such assets. **3.4. LIMITATION OF LIABILITY AND USER'S DUTY** Given the auxiliary and unregulated nature of our activities, the operating entity disclaims any and all liability for investment decisions that users may make based on the information provided on this portal. Users, clients, and visitors are strongly urged to always verify the regulatory status of any entity they intend to do business with through the official registers of the **CNMV** or the **BANK OF SPAIN**, and to seek independent, duly qualified financial, tax, or legal advice before making any economic decisions.

DUE DILIGENCE (KYC/AML), INFORMATION VERIFICATION, DISCLAIMER REGARDING PUBLIC DATA, AND CONSEQUENCES OF NON-COMPLIANCE 4.1. SCOPE AND DEPTH OF DUE DILIGENCE The user acknowledges, accepts, and expressly consents that all documentation, data, statements, and information provided to the consortium, or gathered during the business relationship, will be subject to a rigorous, exhaustive, and ongoing Due Diligence and Know Your Customer (**KYC**) process. This process, aligned with the strictest international standards for Anti-Money Laundering (**AML**) and Countering the Financing of Terrorism (**CFT**), includes, but is not limited to: Review, verification, and cross-referencing of information with public and private databases, commercial registries, property registries, and tax records. Verification against international sanctions lists (**OFAC, EU, UN, ETC.**), lists of Politically Exposed Persons (**PEPs**), and their close associates and family members. Screening in national and international media, social networks, and **OPEN SOURCE INTELLIGENCE (OSINT)** sources for the detection of adverse media. Identification and verification of the Ultimate Beneficial Owner (**UBO**) of any legal structure, trust, or entity represented by the user. **4.2. NATURE OF INFORMATION AND THE "MIRROR PRINCIPLE"** The user accepts and understands that the **BANK-TO-BANK CONSORTIUM** acts solely as a collector, aggregator, and processor of information that is already in the public domain or generated by third parties. The consortium is not the creator, modifier, auditor, or guarantor of the absolute accuracy, integrity, or currency of such third-party records. The consortium is limited to applying the "mirror principle," that is, mirroring and reflecting the objective and public reality existing at the time of consultation. Therefore, any error, obsolescence, or inaccuracy in the original public data is not attributable to the consortium. **4.3. ABSOLUTE DISCLAIMER OF LIABILITY AND INDEMNIFICATION** Consequently, if the user disagrees with the results, conclusions, risk ratings, or reports derived from this verification process, they expressly, voluntarily, knowingly, and irrevocably waive the right to file any type of claim, lawsuit, complaint, or legal action, whether of a civil, commercial, criminal, or administrative nature, against the consortium, its member entities, administrators, employees, auditors, or affiliates. Furthermore, the user undertakes to hold harmless and indemnify the consortium against any claims, damages, or losses

that may arise from third parties due to the communication or processing of this public data by the consortium in compliance with its legal obligations. **4.4. REPUTATIONAL RISK, PUBLIC RECORDS, AND EXCLUSION OF THE "RIGHT TO BE FORGOTTEN"** The consortium assumes no responsibility whatsoever for any harm, detriment, moral damage, or impact on the user's image, reputation, honor, or commercial credit that may arise from the existence, accessibility, cross-referencing, or disclosure of such public records, litigation, or debts. The user expressly declares that, as this involves information of a public nature and legally accessible, processed for compliance with legal obligations and the exercise of the consortium's legitimate interest, **THEY ARE NOT ENTITLED TO AND CANNOT EXERCISE THE RIGHTS OF ERASURE ("RIGHT TO BE FORGOTTEN") OR RESTRICTION OF PROCESSING** regarding such data within the consortium's systems. The safeguarding of one's own image, the correction of errors in source registries, and the clearing of public records are the sole, non-transferable, and exclusive responsibility of the user. **4.5. CONSEQUENCES OF DISCREPANCIES, OMISSIONS, OR FALSEHOODS** The user guarantees that all information provided is truthful, current, and complete. In the event that the Due Diligence process reveals discrepancies, deliberate omissions, documentary falsehoods, or an unacceptable risk profile for the consortium, the consortium reserves the absolute right and discretion to: Reject the application or deny the requested operation without the need for extensive justification. Immediately suspend or terminate any business relationship or operational account. Retain funds or documents in preventive custody according to applicable regulations. File a Suspicious Activity Report (**SAR**) or report to the Financial Intelligence Unit (**FIU**) or competent authority, without this generating any liability for the consortium towards the user. **4.6. DATA RETENTION, GDPR, AND REGULATORY COMPLIANCE** Finally, in exercise of the legitimate interest recognized in Article 6.1(f) of Regulation (EU) 2016/679 (**GDPR**), and in strict compliance with legal obligations regarding the prevention of money laundering (Article 6.1(c) **GDPR**), the consortium will retain all documentation, evidence, Due Diligence reports, and communication trails provided or generated by the user. This retention will be maintained for the legally established statute of limitations periods (which in AML matters is typically a minimum of 10 years following the termination of the business relationship). This retention has the sole and exclusive purpose of prevention, investigation, and the filing or exercise of possible judicial or extrajudicial claims, the defense of the consortium's interests, and the demonstration of regulatory compliance (accountability) before supervisory authorities.

LEGAL REPRESENTATION, PARTNER IDENTITY AND DISCLAIMER OF LIABILITY FOR THIRD-PARTY ACTIONS 5.1. ACCREDITATION OF PARTNER AND REPRESENTATIVE STATUS Only those natural or legal persons who are expressly listed as such in the public deeds of incorporation or modification thereof, duly registered with the corresponding Commercial Registry, shall have the legal status of partners, administrators, attorneys-in-fact or legitimate representatives of the companies that make up the **BANK-TO-BANK CONSORTIUM** business group. Representative capacity shall be strictly governed by the provisions of said public titles and current commercial legislation. **5.2. INEFFECTIVENESS OF ACTIONS BY UNAUTHORIZED THIRD PARTIES** Any person who, not appearing in said official documentation, claims, declares or presents themselves to third parties as a partner, representative, employee, collaborator, advisor or affiliate of the consortium, absolutely lacks legitimacy, legal capacity and powers of representation to bind these companies in any way. Consequently, the **BANK-TO-BANK CONSORTIUM** business group disclaims and rejects all responsibility, whether civil, criminal, commercial, administrative or labor, for any action, promise, agreement, communication, offer, negotiation or transaction that said unauthorized person attempts to carry out or has carried out in the name of the consortium. Obligations and commitments shall only be valid, enforceable and binding if formalized in writing in official documents and signed by the legal representatives duly authorized according to the current public deeds. **5.3. DIGITAL COMMUNICATIONS, SOCIAL MEDIA AND ELECTRONIC MEANS** It is expressly established that communications made through e-mails with unofficial domains, instant messaging (such as WhatsApp, Telegram or Signal), social media or websites not verified as official corporate channels, do not generate any legal bond. The consortium is not responsible for information, offers or requirements disseminated through these unofficial means by third parties. **5.4. INTERMEDIARIES, BROKERS AND EXTERNAL MANAGERS** The **BANK-TO-BANK CONSORTIUM** business group does



not maintain exclusivity agreements, nor does it grant implicit powers of representation to brokers, financial intermediaries, finders or external managers, unless there is a specific and current notaries mandate that accredits it as such. Any commission, fee or management expense demanded by these third parties from clients or investors is the sole responsibility of whoever collects it, with the consortium being totally disconnected from said economic demands. **5.5. CORPORATE IMAGE PROTECTION AND ANTI-FRAUD POLICY** Any unauthorized use of the trademarks, logos, stationery, seals, corporate name or corporate materials of **BANK-TO-BANK CONSORTIUM** will be considered a violation of intellectual and industrial property rights, as well as an act of unfair competition and/or fraud. Likewise, third parties are informed that the consortium **DOES NOT REQUEST, NOR AUTHORIZE ANYONE TO REQUEST**, advance payments, "management fees", "release fees", "bonds" or "account opening costs" for the formalization of legitimate financial or commercial operations. Any requirement of this nature made by a supposed representative is indicative of a fraudulent maneuver. **5.6. DUTY OF DILIGENCE, VERIFICATION AND OFFICIAL COMPLAINT CHANNEL** Users, clients and third parties are strongly urged to exercise the maximum duty of diligence and to verify in a reliable manner the identity and powers of representation of any interlocutor who claims to act on behalf of the consortium, requesting the relevant accrediting documentation (such as current registry certification compulsed copy of powers of attorney or official letter of appointment). To facilitate this task and report any irregularity, the following official verification and complaint channel of the business group is enabled: **E-MAIL: bank-to-bank@bank-to-bank.es CONTACT TELEPHONES: +34 625 209 869 / +34 636 080 420** **5.7. ABSOLUTE NULLITY AND FALSITY OF APPARENT DOCUMENTATION** It is declared expressly, categorically and unequivocally that **ANY DOCUMENT, CERTIFICATE, EMPLOYMENT CONTRACT, LETTER OF APPOINTMENT OR DEED THAT ATTEMPTS TO ATTRIBUTE TO A PERSON THE STATUS OF ATTORNEY-IN-FACT, WORKER, EMPLOYEE OR PARTNER OF BANK-TO-BANK CONSORTIUM IS ABSOLUTELY FALSE**, when said person does not appear in the official records previously mentioned. The business group **DOES NOT RECOGNIZE ANY VALIDITY, EFFECTIVENESS OR LEGITIMACY OF SAID DOCUMENTS**, and formally states that **THERE IS NO RECORD OF HAVING SIGNED, GRANTED, AUTHORIZED, SEALED OR ENDORSED ANY DOCUMENT OF THIS NATURE** in favor of unauthorized third parties. The exhibition, presentation or use of such documents by any individual will be considered a serious and sufficient indication of documentary falsity, fraud and identity theft, immediately activating all corresponding criminal and civil legal actions by the consortium. Any attempt at identity theft, documentary falsity, phishing or fraudulent representation will be immediately reported to the competent judicial, police and regulatory authorities, with the consortium reserving the right to exercise all legal actions that correspond for the claim of damages and losses, including loss of profits.

GEOGRAPHICAL RESTRICTIONS, REGULATORY COMPLIANCE (KYC/AML), AND DUE DILIGENCE The Consortium carefully selects its clients and reserves the right of admission, not accepting all business requests. Our policy is one of zero tolerance towards illicit operations; therefore, all proposals and transactions must strictly comply with international Anti-Money Laundering (**AML**) and Counter-Terrorist Financing (**CFT**) laws. **6.1. FATCA RESTRICTIONS AND PROHIBITED JURISDICTIONS** Due to the Foreign Account Tax Compliance Act (**FATCA**) and the Consortium's internal regulations, **NO SERVICES ARE PROVIDED TO U.S. passport holders, U.S. incorporated entities, U.S. tax residents, or clients using U.S. based or**

U.S. correspondent banks for transaction processing. Furthermore, operations involving jurisdictions classified as non-cooperative tax havens or countries subject to international trade embargoes are strictly rejected. **6.2. REGULATORY FRAMEWORK AND INTERNATIONAL STANDARDS** All operations are governed by strict compliance with: **EU Directive 91/308/EEC**, and its successive amendments and updates (including Directives **2001/97/EC**, **2005/60/EC**, and the most recent **EU AML Directives**). The 40 Recommendations of the Financial Action Task Force (**FATF**). United Nations conventions against drug trafficking, transnational organized crime, and corruption. Guidelines of the Basel Committee on Banking Supervision. Consolidated sanctions lists of the European Union, **OFAC** (Office of Foreign Assets Control), and the **UN Security Council**. **6.3. KNOW YOUR CUSTOMER (KYC) DUE DILIGENCE AND ULTIMATE BENEFICIARIES** The Consortium applies Know Your Customer (**KYC**) and Enhanced Due Diligence (**EDD**) policies. It is mandatory to identify and verify the **ULTIMATE BENEFICIAL OWNER (UBO)** of any corporate entity, tracing down to the natural persons holding final control of the company. Additionally, thorough screening is conducted to identify Politically Exposed Persons (**PEPs**) and their close family members or associates, requiring senior management approval to operate with such profiles. **6.4. VERIFICATION OF COMMERCIAL AND BANKING DOCUMENTATION** Any document submitted within the framework of a transaction (including, but not limited to, **SCO**, **FCO**, **ICPO**, **LOI**, **RWA**, **BCL**, or financial instruments such as **LC**, **SBLC**, **BG**) is subject to verification. **ZERO TOLERANCE FOR FRAUD:** Any fraudulent, altered, or falsified document will be immediately rejected, the transaction will be canceled, and the incident will be reported to the competent authorities and international financial fraud databases. **GROUNDWORK FOR REJECTION:** Documentation will be discarded due to poor scan quality, lack of authorized signatures, absence of official bank stamps, suspected forgery, data inconsistencies, or failure to meet the technical specifications required by the Consortium. **BANK VERIFICATION:** Financial capacity documents (**BCL**, **RWA**) and payment instruments must be verified directly from bank to bank (**BANK-TO-BANK**) through secure systems such as **SWIFT (MT199/MT799)**; verifications through intermediaries or private servers will not be accepted. **6.5. CONSEQUENCES OF NON-COMPLIANCE AND CONFIDENTIALITY** Non-compliance with **AML/KYC** regulations will result in the immediate termination of negotiations and the inclusion of the offenders in the Consortium's internal blacklist. If any indications of money laundering are detected, a Suspicious Activity Report (**SAR**) will be filed with the relevant Financial Intelligence Unit (**FIU**). All information and documentation provided by the client during the **KYC** process will be treated with strict confidentiality, stored on secure servers, and used exclusively for regulatory compliance purposes, in accordance with applicable data protection laws.

INTELLECTUAL AND INDUSTRIAL PROPERTY, COPYRIGHT, AND DIGITAL ASSETS All rights, title, and interest in the website, its digital platforms, and all associated content belong exclusively to the **BANK-TO-BANK CONSORTIUM** business group or its legitimate licensors. The website and its services are intended solely for personal, informational, and non-commercial use. **7.1. OWNERSHIP AND SCOPE OF RIGHTS** The intellectual property of the Consortium encompasses, including but not limited to: the source code, graphic design, user interfaces, navigation structures,



databases, texts, images, videos, icons, as well as **OPERATIONAL METHODOLOGIES, STANDARD OPERATING PROCEDURES (SOPS), FINANCIAL DOCUMENT TEMPLATES, CONTRACT TEMPLATES, AND THE CONSORTIUM'S "KNOW-HOW"**. All these elements are protected by national and international copyright, trademark, and patent laws. **7.2. LICENSE OF USE AND STRICT RESTRICTIONS** Users are granted a limited, revocable, non-exclusive, and non-transferable license to access and use the site. It is **STRICTLY PROHIBITED**, without the prior, express, and written authorization of the **BANK-TO-BANK CONSORTIUM**: The reproduction, distribution, public communication, transformation, or creation of derivative works. The use of **"FRAMING"**, **"DEEP LINKING"** techniques, or massive data extraction ("scraping" or "data mining"). Reverse engineering, decompilation, or disassembly of the source code and underlying software. The circumvention, deactivation, or interference with security measures or **DIGITAL RIGHTS MANAGEMENT (DRM)** implemented on the site. Any commercial, lucrative, or business use of the site's content or tools. **7.3. TRADEMARKS, TRADE NAMES, AND CORPORATE ASSETS** The name **"BANK-TO-BANK CONSORTIUM"**, its logo, slogans, domain names, and any other trademark or distinctive sign displayed on the site are registered or pending registration property. Unauthorized use of these trademarks, or any element that may cause confusion or discredit the Consortium, constitutes an infringement of industrial property rights and will be prosecuted by appropriate legal means. **7.4. USER-GENERATED CONTENT AND**

ASSIGNMENT OF RIGHTS In the event that users submit, upload, or transmit any content (comments, documents, data) through the site: **WARRANTY OF OWNERSHIP:** The user warrants that they are the legitimate owner of the intellectual property rights to said content and that its submission does not infringe upon the rights of third parties. **LICENSE TO THE CONSORTIUM:** The user grants the **BANK-TO-BANK CONSORTIUM** a worldwide, perpetual, irrevocable, non-exclusive, transferable, sublicensable, and royalty-free license to use, reproduce, modify, adapt, publish, translate, and distribute said content in any format, in connection with the site's services and the Consortium's operations. **WAIVER OF MORAL RIGHTS:** To the maximum extent permitted by applicable law, the user waives their moral rights over the submitted content. **INDEMNIFICATION:** The user agrees to indemnify and hold harmless the Consortium against any claims, damages, or losses arising from the infringement of third-party intellectual property rights by the content provided by the user. **7.5. SUGGESTIONS AND "FEEDBACK"** Any comments, suggestions, improvement ideas, or **"FEEDBACK"** sent by users to the Consortium shall be considered non-confidential information. The **BANK-TO-BANK CONSORTIUM** shall have absolute freedom to use, reproduce, and exploit such suggestions for any purpose, without any obligation of compensation, acknowledgment, or restriction towards the user. **7.6. INFRINGEMENTS AND LEGAL ACTIONS** Non-compliance with any of the stipulations in this section will result in the immediate revocation of the use license, permanent blocking of the user's account, and deletion of their data. The **BANK-TO-BANK CONSORTIUM** reserves the right to pursue all appropriate civil and criminal actions against infringers to claim damages and losses incurred.

RULES OF CONDUCT, ACCEPTABLE USE OF THE SITE, AND USER LIABILITY The user expressly undertakes to use the site, its services, and digital platforms in accordance with applicable law, morality, public order, and these general conditions. Use of the site implies full and unconditional acceptance of all rules of conduct established herein. **8.1. GENERAL COMMITMENTS OF THE USER** The user guarantees that they will act at all times lawfully, loyally, and in good faith, refraining from using the site for any unlawful purpose or effect, harmful to the rights and interests of third parties, or that in any way may damage, disable, overburden, deteriorate, or prevent the normal use of the site, computer equipment, or documents, contents, and files contained on any of the **BANK-TO-BANK CONSORTIUM** computer systems. **8.2. STRICTLY PROHIBITED CONDUCT** It is **STRICTLY PROHIBITED** for the user, without limitation: **UNAUTHORIZED ACCESS:** Performing unauthorized access to the site, its servers, databases, or connected systems, as well as hacking, cracking, stealing, or intercepting passwords, credentials, personal data, or confidential information of other users or the Consortium. **IMPERSONATION:** Pretending to be another person or entity (impersonation), using offensive or misleading usernames, or infringing on registered trademarks, copyrights, or trade names of third parties, as well as engaging in phishing or social engineering practices. **INFRASTRUCTURE DAMAGE:** Damaging, overburdening, deteriorating, or interfering with the functioning of the site through denial-of-service (DDoS) attacks, malicious code injection, or any other technique that compromises the availability or integrity of the platform. **SPAM AND UNSOLICITED ADVERTISING:** Sending mass mail (spam), unsolicited advertising messages, pyramid letter chains, unauthorized multi-level marketing schemes, or any form of unconsented commercial communication. **ILICIT OR HARMFUL CONTENT:**

Publishing, transmitting, disseminating, or storing illegal, defamatory, obscene, pornographic, racist, xenophobic, or discriminatory content, inciting hatred, violence, or terrorism, or that is harmful to minors or vulnerable individuals. **MALWARE TRANSMISSION:** Introducing or disseminating computer viruses, trojans, worms, logic bombs, ransomware, spyware, adware, or any other malicious or technologically harmful material. **SYSTEM MANIPULATION:** Attempting to manipulate, alter, or interfere with transaction results, verification systems, KYC/AML processes, or any security mechanism of the Consortium. **8.3. PROTECTION OF TECHNOLOGICAL INFRASTRUCTURE** The user undertakes not to use, introduce, or distribute automated tools such as bots, crawlers, spiders, scrapers, or scripts of any kind to access the site, collect data, or interact with its services without the express written authorization of the **BANK-TO-BANK CONSORTIUM**. Likewise, the use of proxies, **VPNs**, or other technologies designed to evade geographical restrictions, sanctions, or security blocks implemented by the Consortium is strictly prohibited. **8.4. ADVERTISING, BUSINESS MODEL, AND ACCEPTANCE OF COMMUNICATIONS** The site is funded wholly or partially through advertising, sponsorships, and commercial links. Therefore: The user expressly agrees to receive advertising, promotional, and commercial messages from the **BANK-TO-BANK CONSORTIUM** and its strategic partners, via email, push notifications, internal messaging, or other digital channels. The user undertakes **NOT TO USE TECHNOLOGIES, EXTENSIONS, SOFTWARE, FILTERS, OR METHODS** that block, hide, alter, or interfere with the reception and display of advertising integrated into the site, including ad-blockers, obfuscation tools, or any analogous mechanism. Non-compliance with this obligation will entitle the Consortium to restrict or deny access to the infringing user. **8.5. MONITORING, MODERATION, AND COOPERATION WITH AUTHORITIES** The **BANK-TO-BANK CONSORTIUM** reserves the right, but not the obligation, to monitor, review, moderate, edit, or remove any content, account, or user activity that, in its sole discretion, fails to comply with these rules or may be illegal, offensive, or harmful. The Consortium will fully cooperate with judicial, law enforcement, financial, and regulatory authorities in the investigation of any illicit activity, providing all information, connection logs, and traffic data legally required, without the need for prior notification to the affected user. **8.6. SUSPENSION, TERMINATION, AND CONSEQUENCES OF NON-COMPLIANCE** The **BANK-TO-BANK CONSORTIUM** reserves the right to: **TEMPORARILY OR PERMANENTLY LIMIT, SUSPEND, OR PREVENT** access to the site and its services for any user who fails to comply with these rules, without the need for prior notice or justification. **INTERRUPT THE SERVICE GENERALLY OR PARTIALLY** with a minimum notice of **15 BUSINESS DAYS**, except in cases of force majeure, urgent technical maintenance, cyberattacks, or situations posing a risk to the security of the Consortium or its users, in which case the interruption may be immediate. **DELETE ACCOUNTS AND CONTENT** that violate the rules of conduct, retaining only the information necessary for regulatory compliance, legal investigation, or liability claims. **PURSUE CIVIL AND CRIMINAL LEGAL ACTIONS** as appropriate against infringing users, claiming material and moral damages caused to the Consortium, its partners, or third parties. **INCLUDE THE INFRINGING USER** in internal and external blacklists, financial fraud databases, and default registries, communicating this to the competent authorities and other entities in the sector. **LIMITATION OF LIABILITY** It is expressly clarified that **NO CONTRACT, AGREEMENT, OR BINDING DOCUMENT OF ANY KIND IS SIGNED WITH US**, and that **NO TYPE OF INVESTMENT IS CARRIED OUT, MANAGED, OR FACILITATED** through this business group or consortium. Consequently, and given the absence of registration with the **CNMV (SPANISH SECURITIES MARKET COMMISSION)**, the consortium assumes no responsibility whatsoever related to investment decisions, capital losses, or transaction results, as these activities are completely unrelated to our operations. The consortium does not charge upfront commissions and is not responsible for unofficial emails, identity theft, or amounts sent to third parties on the users' own initiative.

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TAGS ETAGS, ASSETS (GENERIC): CONSORTIUM BANK-TO-BANK, BANK-TO-BANK, we sell assets, sell asset, buy assets, buy asset, we monetize assets, asset monetization, we duplicate assets, asset duplication, bullet assets, asset program, **SBLC STAND BY LETTER OF CREDIT**: we sell (**SBLC**) stand by letter of credit, sell (**SBLC**) stand by letter of credit, monetize (**SBLC**) stand by letter of credit, asset monetization (**SBLC**) stand by letter of credit, duplicate (**SBLC**) stand by letter of credit, asset duplication (**SBLC**) stand by letter of credit, bullet (**SBLC**) stand by letter of credit, program (**SBLC**) stand by letter of credit, **LC LETTER OF CREDIT**: we sell (**LC**) letter of credit, sell (**LC**) letter of credit, monetize (**LC**) letter of credit, asset monetization (**LC**) letter of credit, duplicate (**LC**) letter of credit, asset duplication (**LC**) letter of credit, bullet (**LC**) letter of credit, program (**LC**) letter of credit, **DLC DOCUMENTARY LETTER OF CREDIT**: we sell (**DLC**) documentary letter of credit, sell (**DLC**) documentary letter of credit, monetize (**DLC**) documentary letter of credit, asset monetization (**DLC**) documentary letter of credit, duplicate (**DLC**) documentary letter of credit, asset duplication (**DLC**) documentary letter of credit, bullet (**DLC**) documentary letter of credit, program (**DLC**) documentary letter of credit, **BG BANK GUARANTEE**: we sell (**BG**) bank guarantee, sell (**BG**) bank guarantee, monetize (**BG**) bank guarantee, asset monetization (**BG**) bank guarantee, duplicate (**BG**) bank guarantee, asset duplication (**BG**) bank guarantee, bullet (**BG**) bank guarantee, program (**BG**) bank guarantee, **MTN MEDIUM TERM NOTE**: monetize (**MTN**) medium term note, asset monetization (**MTN**) medium term note, duplicate (**MTN**) medium term note, asset duplication (**MTN**) medium term note, bullet (**MTN**) medium term note, program (**MTN**) medium term note, **BD BANK DRAFT**: monetize (**BD**) bank draft, asset monetization (**BD**) bank draft, duplicate (**BD**) bank draft, asset duplication (**BD**) bank draft, bullet (**BD**) bank draft, program (**BD**) bank draft, **BS BANK STATEMENT**: duplicate (**BS**) bank statement, asset duplication (**BS**) bank statement, bullet (**BS**) bank statement, program (**BS**) bank statement, **SKR SAFEKEEPING RECEIPT**: monetize (**SKR**) safekeeping receipt, asset monetization (**SKR**) safekeeping receipt, duplicate (**SKR**) safekeeping receipt, asset duplication (**SKR**) safekeeping receipt, bullet (**SKR**) safekeeping receipt, program (**SKR**) safekeeping receipt, **GB GOLD BANK**: monetize (**GB**) gold bank, asset monetization (**GB**) gold bank, duplicate (**GB**) gold bank, asset duplication (**GB**) gold bank, bullet (**GB**) gold bank, program (**GB**) gold bank, **DB DIAMONDS**: monetize (**DB**) diamonds, asset monetization (**DB**) diamonds, duplicate (**DB**) diamonds, asset duplication (**DB**) diamonds, bullet (**DB**) diamonds, program (**DB**) diamonds, **LTN NATIONAL TREASURY BONDS EUROCLEAR**: monetize (**LTN**) national treasury bonds Euroclear, asset monetization (**LTN**) national treasury bonds Euroclear, duplicate (**LTN**) national treasury bonds Euroclear, asset duplication (**LTN**) national treasury bonds Euroclear, bullet (**LTN**) national treasury bonds Euroclear, program (**LTN**) national treasury bonds Euroclear, **GBW GLOBAL BONUS**: monetize (**GBW**) global bonus, asset monetization (**GBW**) global bonus, duplicate (**GBW**) global bonus, asset duplication (**GBW**) global bonus, bullet (**GBW**) global bonus, program (**GBW**) global bonus, **SG SOVEREIGN GUARANTEE**: monetize (**SG**) sovereign guarantee, asset monetization (**SG**) sovereign guarantee, bullet (**SG**) sovereign guarantee, program (**SG**) sovereign guarantee, **PRE SWIFT MT 799**: monetize **PRE-SWIFT MT 799**, asset monetization **PRE-SWIFT MT 799**, bullet **PRE-SWIFT MT 799**, **PRE-SWIFT MT 799** program, **SWIFT MT 760**: **SWIFT MT 760** monetization's, **SWIFT MT 760** bullet, **SWIFT MT 760** program, **OTHER**: group, **JOSE ANTONIO IGLESIAS BANUELOS, INTERNATIONAL PURCHASE OF ASSET S.L. B44510014, INTERNATIONAL ASSET OPERATIONS S.L.U. B12710067, SWITZERLAND, AUSTRALIA, SPAIN, LONDON, HONG KONG, GERMANY - WWW.BANK-TO-BANK.ES - JULY 22, 2026.**