

PROCEDURE – BULLET PROGRAM WITH PRECIOUS STONES

KYC – Know Your Customer

Purpose: Verify the identity of the asset owner or participant.

Required documents:

-  **Full passport scan** (not a mobile phone photo).
-  **Proof of address** (utility bill or official document).
-  **Client profile:** activity, country of residence, and source of funds.
-  **Selfie or biometric verification** (if applicable).

EDD – Enhanced Due Diligence

Purpose: Conduct an in-depth verification for high-value clients or assets.

Includes:

-  **Verification of source of funds and assets.**
-  **Sworn declaration of ownership of the gemstones.**
-  **AML – Anti Money Laundering background check.**
-  **International compliance screening:** OFAC, INTERPOL, UN, EU.
-  **Risk evaluation and compliance approval.**
-  **Request for Visual Evidence (Real Photos of the Precious Stones):**
 - Must be **real photographs taken with a professional camera or scanner**, not by mobile phone.
 - Images must show **each stone or batch clearly**, with neutral background and proper lighting.
 - The photos must **match the details stated in the GIA certificate and SKR**.
 - Each file must be **labeled with the GIA certificate number or internal code**.

GIA – Gemological Institute of America

Purpose: Certify the authenticity and quality of each gemstone.

Requirements:

-  **Original or scanned copy of the GIA Certificate.**
-  **Exact match between the certificate, real photos, and SKR details.**
-  **Mandatory details:** carat weight, color, clarity, cut, and serial number.

SKR – Safe Keeping Receipt

Purpose: Verify the secure custody and existence of the physical assets.

Requirements:

-  Issued by a **recognized bank, vault, or authorized custodian**.
-  **Must be verifiable and current.**
-  **Detailed description** of the asset, including gemstone type, quantity, and estimated value.
-  **Attach the Real Photos of the gemstones** as visual proof of the assets under custody.

PASSPORT – International Identification Document

Condition:

-  Must be a **full high-resolution scan**, not a mobile phone picture.
-  The details must **match the SKR and GIA certificate holder's name**.

AML – Anti Money Laundering

Purpose: Ensure the legality and legitimacy of funds and assets involved.

Procedures:

- 🏛️ **Cross-check against international sanction lists:** OFAC, INTERPOL, EU, UN.
- 🏛️ **Financial and reputational background check.**
- 🏛️ **Compliance report confirming non-involvement in illicit activities.**

MOU – Memorandum of Understanding

Signature condition:

- 🏛️ The **MOU shall be signed only after the Due Diligence (KYC + EDD)** has been **completed and approved** by the Compliance Department.
- 🏛️ The MOU will define the relationship between the **Asset Owner**, the **Brokers**, and the **Trader / Financial Platform**.
- 🏛️ It will include:
 - **Identification of all parties involved.**
 - **NDA – Non-Disclosure Agreement.**
 - **Exclusivity clause** and prohibition of parallel brokering.
 - **Procedure for subsequent Trade Agreement execution.**

PPP – Private Placement Program (Bullet Program)

Purpose: Structure a private high-yield operation backed by precious stones as collateral.

Stages:

- 🏛️ **Submission of KYC + EDD + SKR + GIA + Real Photos.**
- 🏛️ **Compliance verification and document validation.**
- 🏛️ **Formal approval by the Compliance Department.**
- 🏛️ **MOU signature** between the Asset Owner and Brokers.
- 🏛️ **Issuance of the Trade Agreement.**
- 🏛️ **Program execution** under continuous AML/KYC monitoring.

PROCEDIMIENTO PROGRAMA BULLET CON PIEDRAS PRECIOSAS

KYC – Know Your Customer (Conozca a su Cliente)

Objetivo: Verificar la identidad del propietario o participante.

Documentos requeridos:

-  **Pasaporte escaneado completo** (no fotografía móvil).
-  **Comprobante de domicilio** (factura o documento oficial).
-  **Perfil del cliente:** actividad, país de residencia y fuente de ingresos.
-  **Selfie o verificación biométrica** (si aplica).

EDD – Enhanced Due Diligence (Debida Diligencia Reforzada)

Objetivo: Ejecutar un análisis exhaustivo para clientes o activos de alto valor.

Incluye:

-  **Verificación del origen de fondos.**
-  **Declaración jurada de propiedad de las piedras preciosas.**
-  **Revisión AML – Anti Money Laundering (Prevención de Lavado de Dinero).**
-  **Revisión de antecedentes internacionales:** OFAC, Interpol, ONU, UE.
-  **Evaluación de riesgo y validación del cumplimiento.**
-  **Solicitud de evidencias visuales (Fotos Reales de las Piedras Preciosas):**
 - Deben ser **fotografías reales tomadas con cámara profesional o escáner**, no con móvil.
 - Las imágenes deben mostrar **cada piedra o lote**, con buena iluminación y fondo neutro.
 - Las fotos deben coincidir con los detalles del **Certificado GIA** y del **SKR**.
 - Cada archivo fotográfico debe identificarse con el **número de certificado GIA** o código interno.

GIA – Gemological Institute of America (Instituto Gemológico de América)

Objetivo: Certificar autenticidad y calidad de las piedras preciosas.

Requisitos:

-  **Certificado GIA original o copia escaneada.**
-  **Coincidencia exacta entre el certificado, las fotos reales y el SKR.**
-  **Detalles obligatorios:** quilataje, color, pureza, número de serie, forma de corte.

SKR – Safe Keeping Receipt (Recibo de Custodia Segura)

Objetivo: Comprobar la custodia verificada del activo físico.

Requisitos:

-  Emitido por **banco, bóveda o entidad de custodia reconocida.**
-  **Debe ser verificable y vigente.**
-  **Descripción completa del activo**, incluyendo tipo de piedra, cantidad y valor estimado.
-  **Adjuntar las Fotos Reales de las piedras**, como respaldo visual del activo en custodia.

PASSPORT – Documento de Identificación Internacional

Condición:

-  **Debe ser escaneado completo**, no foto de móvil.
-  Los datos deben coincidir con los nombres del titular en el **SKR** y el **GIA**.

AML – Anti Money Laundering (Prevención de Lavado de Dinero)

MOU – Memorandum of Understanding (Memorando de Entendimiento)

Condición de firma:

- 🏠 El MOU se firmará únicamente después de que la Due Diligence (KYC + EDD) haya sido **positiva y aprobada** por el departamento de cumplimiento.
- 🏠 El MOU establecerá la relación entre el **Propietario del Activo**, los **Brokers** y el **Trader o Plataforma Financiera**.
- 🏠 Incluirá:
 - **Datos de las partes.**
 - **Acuerdo de confidencialidad (NDA – Non Disclosure Agreement).**
 - **Exclusividad y no intermediación paralela.**
 - **Procedimiento posterior de ejecución del Trade Agreement.**

PPP – Private Placement Program (Programa de Inversión Privada o Programa Bullet)

Objetivo: Estructurar operación privada de alto rendimiento respaldada con piedras preciosas.

Etapas:

- 🏠 Presentación de **KYC + EDD + SKR + GIA + Fotos Reales.**
- 🏠 Evaluación de **Compliance y verificación documental.**
- 🏠 Aprobación formal del **Departamento de Cumplimiento.**
- 🏠 **Firma del MOU** entre Propietario y Brokers.
- 🏠 **Emisión del Trade Agreement (Contrato de Trading).**
- 🏠 Ejecución del programa bajo **supervisión AML/KYC continua.**

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The user guarantees that the information provided is truthful and assumes responsibility for communicating any changes to it, in accordance with the principle of contractual good faith (Article 7 of the Civil Code). **5. PROTECTION OF PERSONAL DATA** The processing of users' personal data shall be strictly governed by: Regulation (EU) 2016/679 of the European Parliament and of the Council, of April 27, 2016 (**GDPR**). Organic Law 3/2018, of December 5, on Personal Data Protection and Guarantee of Digital Rights (**LOPDGDD**). The user expressly consents to the processing of their data for the purposes described in the Privacy Policy available on the website, and may exercise their rights of access, rectification, erasure, objection, restriction of processing, and data portability at any time by directing a request to the email address indicated in Section 2, or by filing a claim with the Spanish Data Protection Agency (**AEPD**). **6. 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EXCLUSION OF WARRANTIES AND LIABILITY** **BANK-TO-BANK CONSORTIUM** shall not be liable, in any case, for damages and losses of any nature that may be caused, including but not limited to: errors or omissions in the content, lack of availability of the portal, or the transmission of viruses or malicious or harmful programs in the content, despite having adopted all necessary technological measures to prevent it, in accordance with the "lex artis" or "professional standard" of the sector. This limitation of liability applies within the limits permitted by Article 117 of the **TRLGDCU** and Article 17 of the **LSI-CE**, and shall in no case affect the non-waivable rights of consumers and users recognized by current legislation, especially in the event of willful misconduct or gross negligence on the part of the owner. **8. LINKS TO THIRD-PARTY WEBSITES** The website may contain links to third-party websites. These links are exclusively for informational purposes and do not imply that **BANK-TO-BANK CONSORTIUM** approves or recommends the content, products, or services of such sites. The owner assumes no responsibility for the content, accuracy, or privacy policies of third-party websites, in accordance with the provisions of Article 17.2 of the **LSI-CE**. **9. MODIFICATION OF CONDITIONS AND DURATION** The owner reserves the right to make, without prior notice, any modifications it deems appropriate on its portal, and may change, remove, or add both the content and services provided through the web, as well as the manner in which they are presented or located. However, such modifications shall not have retroactive effect on contracts already perfected, guaranteeing the principle of legal certainty (Article 9.3 of the Spanish Constitution). **10. 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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.

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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.

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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. **PURSUCE 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.**