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CSU 031AA

PROGRAMA DE MONETIZACIÓN DE GARANTÍA SOBERANA

AVISO IMPORTANTE Y ACEPTACIÓN La lectura de este documento implica la aceptación expresa e incondicional de todas sus secciones. Si no está de acuerdo con los términos aquí establecidos, deje de leer inmediatamente. El incumplimiento de cualquier requisito conllevará el rechazo automático de su solicitud. Para ser aceptado, es obligatorio superar 5 etapas de Debida Diligencia: Personal, Documental, Corporativa, Bancaria y Prevención del Blanqueo de Capitales.

ETAPAS DE LA DUE DILIGENCE Nota: La ausencia o falsificación de documentación en cualquiera de estas fases provocará el rechazo inmediato. Contamos con 23 años de experiencia y controles infalibles contra la alteración de documentos.

DUE DILIGENCE PERSONAL: Verificación de identidad, antecedentes y trayectoria profesional. Es obligatorio presentar un certificado de antecedentes penales. Su historial se cotejará con bases de datos judiciales internacionales.

DUE DILIGENCE DOCUMENTAL: Verificación rigurosa de la autenticidad de pasaportes, extractos bancarios, documentos EUROCLEAR, códigos ISIN, etc.

DUE DILIGENCE CORPORATIVA: Análisis de la estructura de la entidad, sus estatutos, estados financieros, comprobante de pago de impuestos y lista de accionistas para garantizar su legitimidad.

DUE DILIGENCE BANCARIA: Examen del historial financiero, las transacciones y la actividad bancaria para garantizar la transparencia y el cumplimiento normativo.

PREVENCIÓN DEL LAVADO DE CAPITAL: Verificación del origen de los fondos y seguimiento de transacciones sospechosas conforme a la normativa internacional. Cualquier indicio de ilegalidad será comunicado a las autoridades competentes.

REQUISITOS DE GARANTÍA SOBERANA

- Cantidad: Mínimo **20 MILLONES** (sin límite máximo).
- Endoso y depósito: Debe estar endosado por **EUROCLEAR** o **BLOOMBERG** y depositado en una cuenta bancaria de activos.
- Titularidad: Solo se aceptan **GARANTÍA SOBERANA** a su nombre. No se aceptan **GARANTÍA SOBERANA** de terceros, alquilados o gestionados.
- Prueba de propiedad: Si no puede demostrar el pago del **GARANTÍA SOBERANA** obtenido, deberá proporcionar el contrato firmado y los pasaportes de las partes involucradas para investigar un posible fraude.

PROCESO DE ADMISIÓN PASO A PASO

PASO 1: Documentación inicial y ratificación bancaria (RWA). Se requiere una carta de disponibilidad de fondos (RWA). Se trata de un extracto bancario oficial que confirma la disponibilidad de fondos o la línea de crédito, libres de restricciones o gravámenes, y destinados a esta transacción.

- Requisitos de **RWA**: Debe seguir nuestro formato oficial, incluir el membrete del banco, el sello oficial, las firmas manuscritas de dos funcionarios bancarios autorizados (con identificación/PIN) y sus tarjetas de presentación digitales.
- Documentación adicional: Extracto bancario reciente y certificado de titularidad de la cuenta bancaria.
- Envío : El banco debe enviar estos documentos directamente desde su correo electrónico institucional a: bank-to-bank@bank-to-bank.es (no se enviarán copias a terceros). voluntad verificar el abordar para prevenir suplantación de identidad .

PASO 2: Procedimiento KYC (Conozca a su cliente) Se proporcionará un formulario oficial en formato Word.

- **Documentos a adjuntar :**
 1. Copia del pasaporte (ambas caras), escaneada en alta resolución (**MÍNIMO 600 PPP**). Fotos tomadas con el móvil. o baja calidad Los documentos no son aceptado .
 2. Certificado de registro mercantil de su empresa.
 3. Certificado de titularidad de la cuenta bancaria.
 4. Copia del correo electrónico de presentación de RWA.
- Envío: Debe enviarse exclusivamente desde su correo electrónico corporativo a bank-to-bank@bank-to-bank.es. No se aceptan correos electrónicos personales (**Gmail, Yahoo, Hotmail, etc.**). Solo se aceptan firmas en tinta azul y sellos de la empresa.

PASO 3: Verificación de intenciones (Entrevista en vídeo)

- Se proporcionará un guion estandarizado con las preguntas.
- Debes grabar un vídeo respondiendo a estas preguntas, confirmando que estás de acuerdo con los términos y que conoces el proceso.
- Si interviene un corredor: Se requerirá una grabación de vídeo adicional donde el acuerdo de comisión (reconocimiento del 5%) esté documentado y confirmado explícitamente por todas las partes.



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VALIDACIÓN Y COMPROBANTE DE FONDOS

- Validación de documentos: Todos los documentos deben estar en formato PDF original. Se solicitará compartir la pantalla mediante videoconferencia para verificar el control de activos en **CAPITRACK** para **EUROCLEAR** o **BLOOMBERG**.
- Comprobante de fondos para **SWIFT** y **BPU**: Extracto bancario con una antigüedad no superior a 3 días, incorporado al proceso **KYC**.
- Tipos **SWIFT** requeridos :
 - SWIFT MT-199** o **MT-799**: Normalmente sin cargo (ENVÍO GRATUITO).
 - SWIFT MT-760**: Tiene un costo (consulte con su banco). Es necesario para el proceso de monetización junto con la **BPU**.

PROCESO DE MONETIZACIÓN Y PROGRAMA BULLET

- Método: Llevado a cabo mediante el aumento de nuestras líneas de crédito.
- Duración del proceso de monetización: Aproximadamente de **15 a 30** días, dependiendo de diversos factores.
- Programa Bullet: Hasta 5 módulos, según el programa. Duración de cada módulo: de **5 a 30** días. Programa completo. Duración : **10** meses (**40** semanas), renovable .

BENEFICIOS, ANTICIPOS Y GARANTÍAS DE PAGO

- Beneficios: Varían entre el 0% y el 1200%, según el contrato. Semanal o mensual pagos , según lo acordado .
- Anticipos: Posibilidad de recibir hasta un 5% al firmar el contrato y el 50% de la monetización (no siempre aplicable).
- Garantía de pago (**BPU** - Compromiso de pago bancario): Compromiso de pago bancario que garantiza los beneficios tanto para el propietario como para los intermediarios tras la consolidación del **SWIFT MT-760**.

ESTRUCTURA DE COMISIONES Las comisiones totales y su distribución dependen del tipo de transacción. No se aceptarán otras propuestas.

A. Monetización Operaciones

- Programa Bullet: Hasta un 5% de comisión total.
- Monetización estándar (opciones 1 y 2): hasta un 2 % de comisión total.
- Distribución general de la base: 5% en total (2,5% para el emisor, 2,5% para el receptor).

B. Adquisición de activos (El intermediario debe elegir una opción):

- Opción 1: Venta con el vendedor cerrado**
 - 1% para compradores (ABIERTO): Espacio disponible para intermediarios.
 - 1% Lado del Vendedor (CERRADO): Reservado exclusivamente para la Plataforma y el Banco Emisor. (Si no se encuentra ningún intermediario del lado del comprador, proceda con la Opción 2).
- Opción 2: Venta con mezclado lados**
 - 1% para compradores (ABIERTO): Espacio disponible para intermediarios.
 - 1% del lado del vendedor (ABIERTO): Espacio disponible para intermediarios no aceptados del lado del comprador.
 - Plataforma del 1% (CERRADA): Reservada exclusivamente para la Plataforma.
 - 1% Banco (CERRADO): Reservado exclusivamente para el Banco Emisor.

CLÁUSULA NCNDA (NO ELUSIÓN Y NO DIVULGACIÓN)

- Cláusula de no elusión: Protege a las partes de acciones injustas o fraudulentas. Prohíbe el contacto directo con los contactos o clientes de la otra parte sin autorización previa, evitando así la evasión de pagos de comisiones u obligaciones contractuales.
- Cláusula de confidencialidad: Protege la información sensible (secretos comerciales, datos de clientes, estrategias). Las partes se comprometen a no divulgarla a terceros y a utilizarla únicamente para los fines del acuerdo, durante el período estipulado.

RECOMENDACIONES Y CONSEJOS FINALES

Para el cliente:

- Los bancos tienen la obligación legal de enviar la documentación bancaria a la dirección de correo electrónico designada por el cliente previa solicitud expresa.
- Si no se siguen las instrucciones al pie de la letra, el cliente se reserva el derecho de retirar los fondos mediante cheque al portador. Los bancos están autorizados a procesar las solicitudes sin requerir datos personales adicionales, ya que el proceso de aceptación/rechazo ya está en marcha.

Para corredores :

- Imagen corporativa: La presentación profesional de los documentos es fundamental. Se recomienda crear un grupo de chat de WhatsApp con todos los participantes para facilitar el acceso a los documentos, mantener un registro completo y garantizar una comunicación clara y eficiente.

Acuerdo IMFPA (Acuerdo Maestro Irrevocable de Protección de Comisiones): Se desaconseja firmar un IMFPA por adelantado sin el código de transacción necesario, ya que los clientes suelen dudar. Es preferible formalizar el IMFPA solo cuando toda la documentación esté en regla, incluyendo copias de los pasaportes del cliente y de los intermediarios financieros. Cualquier demora innecesaria puede resultar en la pérdida de la oportunidad debido a la alta competencia del mercado.



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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. INTELLECTUAL AND INDUSTRIAL PROPERTY** All content on the website (texts, photographs, graphics, images, icons, technology, software, links, and other audiovisual or sound content, as well as its graphic design and source codes) are the intellectual property of **BANK-TO-BANK CONSORTIUM** or of third parties who have authorized their use, and are protected by Royal Legislative Decree 1/1996, of April 12, approving the Consolidated Text of the Intellectual Property Law (**LPI**), and by international treaties signed by Spain. 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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. 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.

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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.



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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. **GROUNDINGS 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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