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<https://www.bank-to-bank.es>
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ASSETS - MONEY - CRYPTOCURRENCIES**



CSU 031AA

INTERNATIONAL BILL OF EXCHANGE (IBOE) MONETIZATION PROGRAM

IMPORTANT NOTICE AND ACCEPTANCE Reading this document implies express and unconditional acceptance of all its sections. If you do not agree with the terms set forth herein, stop reading immediately. Failure to comply with any requirement will result in the automatic rejection of your application. To be accepted, it is mandatory to pass 5 stages of Due Diligence: Personal, Documentary, Corporate, Banking and Prevention of Money Laundering.

DUE DILIGENCE STAGES Note: The absence or falsification of documentation at any of these stages will result in immediate rejection. We have 23 years of experience and foolproof controls against document alteration.

PERSONAL DUE DILIGENCE: Verification of identity, background, and professional history. A criminal record certificate is mandatory. Your history will be checked against international judicial databases.

DOCUMENTARY DUE DILIGENCE: Rigorous verification of the authenticity of passports, bank statements, EUROCLEAR documents, ISIN codes, etc.

CORPORATE DILIGENCE: Analysis of the entity's structure, its statutes, financial statements, proof of tax payment and list of shareholders to guarantee its legitimacy.

BANK DILIGENCE: Examination of financial history, transactions and banking activity to ensure transparency and regulatory compliance.

MONEY LAUNDERING PREVENTION: Verification of the origin of funds and monitoring of suspicious transactions in accordance with international regulations. Any indication of illegality will be reported to the competent authorities.

INTERNATIONAL BILL OF EXCHANGE (IBOE) REQUIREMENTS

- Quantity: Minimum **20 MILLIONS** (no maximum limit).
- Endorsement and deposit: Must be endorsed by **EUROCLEAR** or **BLOOMBERG** and deposited in an asset bank account.
- **IBOE certificates in your name** are accepted. **IBOE certificates** belonging to third parties, rented, or managed by others are not accepted.
- Proof of ownership: If you cannot prove payment of the **IBOE** obtained, you will need to provide the signed contract and the passports of the parties involved to investigate possible fraud.

STEP-BY-STEP ADMISSION PROCESS

STEP 1: Initial Documentation and Bank Ratification (RWA). A Letter of Funds Availability (RWA) is required. This is an official bank statement that confirms the availability of funds or a line of credit, free of restrictions or encumbrances, and designated for this transaction.

- **RWA Requirements :** You must follow our official format, including the bank letterhead, official seal, handwritten signatures of two authorized bank officers (with ID/PIN) and their digital business cards.
- Additional documentation: Recent bank statement and bank account ownership certificate.
- Submission: The bank must send these documents directly from its institutional email to: bank-to-bank@bank-to-bank.es (copies will not be sent to third parties). We will verify the address to prevent identity theft.

STEP 2: KYC (Know Your Customer) Procedure An official form will be provided in Word format.

- **Documents to attach:**
 1. Passport copy (both sides), scanned in high resolution (**MINIMUM 600 DPI**). Photos taken with a mobile phone or low-quality documents are not accepted.
 2. Certificate of commercial registration of your company.
 3. Bank account ownership certificate.
 4. Copy of RWA presentation email.
- Submission: Must be sent exclusively from your corporate email address to bank-to-bank@bank-to-bank.es. Personal email addresses (**Gmail, Yahoo , Hotmail, etc.**) are not accepted. Only signatures in blue ink and company seals are acceptable.

STEP 3: Verification of intentions (Video interview)

- A standardized script with the questions will be provided.
- You must record a video answering these questions, confirming that you agree to the terms and that you know the process.
- If a broker is involved: An additional video recording will be required where the commission agreement (5% acknowledgment) is documented and explicitly confirmed by all parties.



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VALIDATION AND PROOF OF FUNDS

- Document validation: All documents must be in original PDF format. You will be asked to share your screen via videoconference to verify asset control in **CAPITRACK** for **EUROCLEAR** or **BLOOMBERG**.
- Proof of funds for **SWIFT** and **BPU**: Bank statement no older than 3 days, incorporated into the **KYC process**.
- Required SWIFT types:
 - **SWIFT MT-199** or **MT-799**: Normally free of charge (FREE SHIPPING).
 - **SWIFT MT-760**: This has a cost (check with your bank). It is required for the monetization process along with the **BPU**.

MONETIZATION PROCESS AND BULLET PROGRAM

- Method: Carried out by increasing our credit lines.
- Monetization process duration: Approximately **15** to **30** days, depending on various factors.
- Bullet Journaling Program: Up to 5 modules, depending on the program. Duration of each module: **5** to **30** days. Full program duration: **10** months (**40** weeks), renewable.

BENEFITS, ADVANCES AND PAYMENT GUARANTEES

- Benefits: These vary between 0% and 1200%, depending on the contract. Payments are made weekly or monthly, as agreed.
- Advances: Possibility of receiving up to 5% upon signing the contract and 50% of the monetization (not always applicable).
- Payment Guarantee (**BPU** - Bank Payment Commitment): Bank payment commitment that guarantees the benefits for both the owner and the intermediaries after the consolidation of the **SWIFT MT-760**.

COMMISSION STRUCTURE Total commissions and their distribution depend on the type of transaction. No additional fees will be accepted. other proposals

A. Monetization of Operations

- Bullet Program: Up to 5% total commission.
- Standard monetization (options 1 and 2): up to 2% total commission.
- General distribution of the base: 5% in total (2.5% for the issuer, 2.5% for the receiver).

B. Acquisition of assets (The intermediary must choose one option):

- **Option 1: Sale with the seller closed**
 - 1% for buyers (OPEN): Space available for intermediaries.
 - 1% Seller's Side (CLOSED): Reserved exclusively for the Platform and the Issuing Bank. (If no intermediary is found on the buyer's side, proceed with Option 2).
- **Option 2: Sale with mixed sides**
 - 1% for buyers (OPEN): Space available for intermediaries.
 - 1% on the seller's side (OPEN): Space available for intermediaries not accepted on the buyer's side.
 - 1% Platform (CLOSED): Reserved exclusively for the Platform.
 - 1% Bank (CLOSED): Reserved exclusively for the Issuing Bank.

NCNDA CLAUSE (NO AVOIDANCE AND NO DISCLOSURE)

- Non-circumvention clause: Protects the parties from unfair or fraudulent actions. It prohibits direct contact with the other party's contacts or clients without prior authorization, thus preventing the evasion of commission payments or contractual obligations.
- Confidentiality clause: Protects sensitive information (trade secrets, customer data, strategies). The parties agree not to disclose it to third parties and to use it only for the purposes of the agreement, during the stipulated period.

FINAL RECOMMENDATIONS AND ADVICE

For the client:

- Banks have a legal obligation to send banking documentation to the email address designated by the customer upon express request.
- If the instructions are not followed precisely, the customer reserves the right to withdraw the funds by bearer check. Banks are authorized to process requests without requiring additional personal data, as the acceptance/rejection process is already underway.

For runners:

- Corporate image: Professional document presentation is essential. It is recommended to create a WhatsApp group chat with all participants to facilitate access to documents, maintain a complete record, and ensure clear and efficient communication.

IMFPA Agreement (Irrevocable Master Fee Protection Agreement): It is not advisable to sign an IMFPA in advance without the necessary transaction code, as clients often hesitate. It is preferable to formalize the IMFPA only when all documentation is in order, including copies of the client's and financial intermediaries' passports. Any unnecessary delay may result in missing the opportunity due to high market competition.



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TERMS AND CONDITIONS OF USE **TERMS AND CONDITIONS OF USE 1. ACCEPTANCE, VALIDITY, AND ENTIRE AGREEMENT** Please read these Terms and Conditions carefully. By accessing this website (<https://bank-to-bank.es>) and its pages, you acknowledge that you have read, understood, and agree to be bound by these Conditions of Use, the legal notice, the cookie policy, and any other specific instructions or conditions communicated to you. If you do not agree, please leave the site immediately. The **BANK-TO-BANK CONSORTIUM** business group reserves the right to modify these terms at any time without prior



notice, in exercise of its unilateral modification power permitted by Article 5 of Act 7/1998, of April 13, on General Conditions of Contracting, provided that such modification does not adversely affect rights already acquired by the user. Your continued use constitutes acceptance of such changes. This document constitutes the entire agreement between the group and the user, replacing any prior communication or understanding, by virtue of Articles 1254, 1258, and 1261 of the Spanish Civil Code, which establish the requirements and binding force of contracts. A printed version of these conditions shall be admissible in judicial or administrative proceedings, in accordance with Article 27 of Act 34/2002, of July 11, on Information Society Services and Electronic Commerce (**LSSI-CE**). In the event of a conflict between these general conditions and the specific conditions of a particular service, the latter shall prevail, according to the principle of normative specialty. **2. IDENTIFICATION OF THE OWNER** (Compliance with Art. 10 **LSSI-CE**) In compliance with Article 10 of Act 34/2002 (**LSSI-CE**), you are informed that the owner of the website is: Corporate Name: **BANK-TO-BANK CONSORTIUM** Email: bank-to-bank@bank-to-bank.es Phone: **+34 625 209 869 / +34 636 080 420** **3. PURPOSE AND SCOPE OF APPLICATION** These General Conditions regulate the access, navigation, and use of the website (<https://bank-to-bank.es>) as well as the services and content hosted thereon. They are considered General Conditions of Contracting for the purposes of the provisions of Act 7/1998, of April 13, on General Conditions of Contracting, and Royal Legislative Decree 1/2007, of November 16, approving the Consolidated Text of the General Law for the Defense of Consumers and Users and other complementary laws (**TRLGDCU**). **4. CONDITIONS OF USE AND USER OBLIGATIONS**

The user undertakes to use the website in accordance with the law, these conditions, morality, public order, and generally accepted practices. The following is expressly prohibited: Engaging in unlawful activities or acts contrary to good faith. Introducing or disseminating computer viruses or any other physical or logical system that may cause damage to the owner's or third parties' systems (classified as a crime under Article 264 et seq. of the Spanish Criminal Code). Attempting to access, use, or manipulate the data of the owner or third-party users without authorization. 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. 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. Their reproduction, distribution, public communication, or transformation is prohibited without the express and written authorization of the owner, except for the user's personal and private use, in accordance with the limitations established in Articles 31 et seq. of the **LPI**. Trademarks, trade names, or distinctive signs are protected by Act 17/2001, of December 7, on Trademarks. **7. 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 **LSSI-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 **LSSI-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. 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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REGULATORY STATUS, SCOPE OF ACTIVITIES 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,



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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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