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SALE OF ASSETS – (BG) BANK GUARANTEE – (MTN) MEDIUM-TERM NOTES – (SBL, LC, DLC) LETTERS OF CREDIT

IMPORTANT NOTE Reading this document implies express acceptance of all its sections. If you do not agree with the terms set forth herein, please stop reading immediately. Failure to read this text will result in the automatic denial of your service request. To be accepted, it is mandatory to pass four stages of due diligence : personal, documentary, corporate, and banking. Failure to comply with the requirements of any of these stages will result in the rejection of the request. These stages are detailed below:

1. PERSONAL DUE DILIGENCE A thorough review of your personal and professional history will be conducted, verifying your identity, background, and any relevant information that may affect your admission. Submitting your criminal record is mandatory; failure to do so will result in rejection. All documents must be legible and scanned at a minimum resolution of **600 DPI (dots per inch)**. Lower-quality documents and photographs will not be accepted. This measure ensures that the information is clear and verifiable, significantly reducing the risk of fraud. Your record will be checked against relevant international judicial databases, so any attempt at falsification will be detected.

2. DOCUMENTARY DUE DILIGENCE A rigorous verification of all necessary documentation will be carried out, including identification documents, certificates, and other official documents required for the assessment. This includes validating the authenticity of bank statements, **EUROCLEAR documents**, **ISIN codes**, bank statements, and passport validity, among other things, are required. Submitting documents that are not original or that have been altered will result in immediate rejection. Sending falsified or altered documents will also result in the denial of the application. We have 23 years of experience conducting **due diligence**, and to date, no falsified document has passed our controls. This rigor is fundamental to maintaining the integrity and trust in our process.

3. CORPORATE DUE DILIGENCE Your participation in corporate entities will be analyzed, reviewing the company's structure, bylaws, and any other relevant documentation to ensure its legitimacy and compliance with applicable regulations. This includes reviewing financial statements, proof of tax payments, list of shareholders, and other pertinent information. This detailed analysis confirms the stability and legality of the corporate entity, thus protecting all parties involved.

4. BANK DUE DILIGENCE Your financial and banking background will be examined, including transactions, accounts, and any financial activity that may influence the final acceptance decision. This step is crucial to ensure financial transparency and the absence of illicit activities, guaranteeing that all transactions and funds comply with relevant regulations.

MONEY LAUNDERING PREVENTION Additional controls will be implemented to prevent money laundering. This includes verifying the origin of funds, monitoring suspicious transactions, and applying procedures in accordance with international anti-money laundering regulations. Any indication of money laundering activity will result in the immediate rejection of the application and, if necessary, notification to the competent authorities. Completion of these five steps is mandatory for your application to be accepted. Failure to complete any of these steps will result in your application not being approved. This comprehensive process is designed to protect all parties and ensure that only applications meeting the highest standards of integrity and legality are accepted.

NCNDA CLAUSE (NON-AVOIDANCE AND NON-DISCLOSURE) A non - circumvention , non -disclosure agreement (NCA) is a contractual provision commonly used in confidentiality agreements, commercial contracts, and cooperation agreements between companies or individuals. Its components and purposes are described below:

NON-AVOIDANCE CLAUSE This clause aims to protect the parties involved in an agreement from potential unfair or fraudulent actions. Specifically, it prevents one party from attempting to circumvent the other to avoid paying commissions, fees, or fulfilling other contractual obligations. Its main guarantees are:

- **Prohibition of direct contact:** Neither party may deal directly with the other's contacts or clients without prior permission. This prevents one party from bypassing the other to do business directly with its contacts, which could deprive it of agreed-upon benefits (such as commissions or business opportunities).
- **Protection of interests:** Ensures that the parties respect each other's existing and potential business relationships, maintaining the integrity of the agreement.

NON-DISCLOSURE CLAUSE Also known as a confidentiality agreement, this clause is designed to protect sensitive information shared between the parties. Its key elements include:

- **Definition of Confidential Information:** Establishes what type of information is considered confidential, which may include trade secrets, customer data, market strategies, product plans, etc.
- **Obligations of the parties:** The parties agree not to disclose confidential information to third parties and to use it only for the purposes specified in the agreement. This may include restrictions on the storage and access to such information.
- **Duration of confidentiality:** Defines the period during which the information must be kept secret, which can be for a specific time or indefinitely, depending on the nature of the information.

SALE OF FINANCIAL ASSETS

We are pleased to offer the sale of the following financial instruments:

- **Bank Guarantees (BG)**
- **Medium-Term Notes (MTN)**
- **Letters of Credit (SBL, DLC, LC)**

These assets are available at a cost ranging from **40% to 90% of their face value**, depending on the asset type, the amount requested, the issuing bank, and their intended use (private or commercial). Please note that prices may fluctuate daily based on market conditions.



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PAYMENT AND ISSUANCE CONDITIONS:

- Payment can be made by bank transfer or by blocking an active line of credit from your company.
- The asset will be issued directly in the client's name and deposited in their designated bank.
- **No upfront payments are required.** The customer will only make the payment after the asset has been received and verified by their bank, using the SWIFT system to ensure the security of the transaction.
- Note: We do not operate under leasing arrangements; we exclusively sell assets.

SWIFT OPERATING PROCEDURES

The technical process varies slightly depending on the chosen payment method, but follows the general structure of bank communication below:

OPTION A: PAYMENT FOR THE ASSET WITH BANK FUNDS

1. The Issuing Bank sends a PRE-ADVICE via **SWIFT MT-199** or **SWIFT MT-799**.
2. The Buyer's Bank responds by confirming via **SWIFT MT-199 + BPU** or **SWIFT MT-799 + BPU** (Bank Payment Undertaking).
3. The Issuing Bank delivers the financial instrument via **SWIFT MT-760**, consolidating the BPU guarantee.

OPTION B: PAYMENT VIA ACTIVE CREDIT LINE BLOCK (Note: Passive lines of credit are not accepted)

1. The Issuing Bank sends a PRE-ADVICE via **SWIFT MT-199** or **SWIFT MT-799**.
2. The Buyer's Bank responds by confirming via **SWIFT MT-199 + BPU** or **SWIFT MT-799 + BPU**.
3. The Issuing Bank delivers the financial instrument via **SWIFT MT-760**, consolidating the BPU guarantee.

STEP-BY-STEP ADMISSION PROCESS

FIRST STEP: INITIAL DOCUMENTATION AND BANK RATIFICATION (RWA) Ready, Willing, and Able (RWA) letter is required. This document is an official statement issued by your bank confirming that the funds or active line of credit are available to you, free of restrictions or liens, and specifically designated for this transaction.

RWA DOCUMENT REQUIREMENTS:

- You must follow our official format.
- It must include the handwritten signatures of two authorized bank officers.
- It must bear the bank's official seal.
- The bank must send this document directly from its institutional email to: bank-to-bank@bank-to-bank.es

ADDITIONAL DOCUMENTATION REQUIRED AT THIS STAGE:

- Digital business cards of the signing bank officials.
 - Recent bank statement.
 - Account ownership certificate.
- Once these documents have been received and validated, we will proceed to the next phase.

SECOND STEP: KYC (KNOW YOUR CUSTOMER) PROCEDURE We will provide you with the official KYC form, which must be completed with your detailed personal and business information. **Shipping requirements:**

- Scanned copy of your valid passport in high resolution (minimum **600 DPI**).
- Certificate of commercial registration of your company.
- The completed KYC form must be sent exclusively from your **corporate email address**.
- Important: Applications sent from personal emails (Gmail, Yahoo, Hotmail, etc.) will not be accepted.

THIRD STEP: VERIFICATION OF INTENTIONS (VIDEO INTERVIEW) To finalize the validation, a video recording will be required as proof of serious intentions and knowledge of the process.

1. We will provide you with a standard question script.
2. You will need to record a video answering these questions, confirming your agreement with the terms.
3. The goal is for the bank to have irrefutable proof of your intentions and requirements.

In case of participation of intermediaries (Brokers): If a broker intervenes in the operation, an additional video recording will be required where the commissions agreed by all parties involved are documented and explicitly confirmed.

CUSTOMER ADVICE REGARDING ORDERS TO THEIR BANK In accordance with international banking regulations, all banks have a legal obligation to send a client's bank documentation to the email address designated by the client upon express request. Failure to comply with this requirement could raise serious doubts about the bank's reliability in properly managing the client's assets. In my case, if my instructions are not strictly followed within two minutes, I will be forced to withdraw my funds by means of a bearer check. It is crucial to emphasize that banks are authorized to process any client request without requiring the collection of additional personal data, as the acceptance or rejection process is already underway. Furthermore, in the case of international transfers, the provision of our personal data is not required; such data is necessary solely for the bank's internal purposes and not for the execution of the transactions.

TIPS FOR BROKERS: OUR DOCUMENTATION AND THE IMPORTANCE OF PROJECTING A SERIOUS AND CORPORATE IMAGE Our corporate documentation is characterized by its professionalism and formality, designed to provide clients with all the necessary information to conduct a successful transaction. It is crucial to understand that the proper presentation of these documents reflects our company's seriousness and can significantly influence a client's decision to



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do business with us. For this reason, we highly recommend establishing a WhatsApp group chat that includes all parties involved in the transaction. Through this group chat, we can facilitate access to relevant documents and ensure that all participants are fully informed. This approach also allows us to identify the individuals involved and maintain a complete record of the transaction, guaranteeing the inclusion of all relevant details. The creation of this working group benefits all parties involved by ensuring clear and efficient communication. It is a mistake to underestimate the importance of the proper delivery of bank documents, as a sloppy presentation can result in the loss of valuable business opportunities. Clients value aspects such as the use of corporate email and the quality of the documentation provided. Therefore, it is imperative to ensure that our presentation is impeccable to increase our chances of success in these business transactions.

BROKER ADVICE - (IMFPA) IRREVOCABLE MASTER FEE PROTECTION AGREEMENT We could consider signing an Intermediary Funding Procedure Agreement (IMFPA) with the client in advance, although I would recommend against it. The main reason is that this agreement might lack the necessary transaction code for a complete understanding. Most clients are hesitant to sign an IMFPA without prior access to the relevant information. However, if they choose to proceed in this manner, that decision is entirely theirs. Personally, I would advise against spending excessive time on this process, as any delay could lead the client to consider other options, resulting in the loss of a potential opportunity. In our experience, we have observed that a single client can present the same business offer through multiple channels in a single day, which underscores the high level of competition and the critical importance of time. We only consider a transaction complete when all the necessary documentation is in order. At that point, we proceed to formalize the IMFPA, which includes obtaining copies of the passports of both the client and the financial intermediaries involved.

TIPS FOR BROKER - BROKER COMMISSIONS DEPENDING ON THE TRANSACTION

COMMITTEE STRUCTURE The applicable fees are detailed below, depending on the type of transaction. No other proposals will be accepted.

1. MONETIZATION OPERATIONS

Bullet Program : Up to 5% total commission.

Standard Monetization (Option 1 and 2): Up to 2% total commission.

2. PURCHASE OF ASSETS

For the purchase of financial assets, there are two commission distribution structures. Intermediaries must choose one of the following options:

OPTION 1: SALE WITH SELLER SIDE CLOSED Structure:

1% Buyer's Side (FREE): Space available for intermediaries on the buyer's side.

1% Selling Party (CLOSED): Reserved exclusively for the Platform and the Issuing Bank.

Condition: All seller-side commissions are fixed. No intermediaries are accepted on this side. If an intermediary cannot be located on the buyer-side, you must proceed to Option 2.

OPTION 2: SALE WITH MIXED SIDES Structure:

1% Buyer's Side (FREE): Space available for intermediaries on the buyer's side.

1% Selling Side (FREE): Space available for intermediaries who have not been accepted on the buying side.

1% Platform (CLOSED): Reserved exclusively for the Platform.

1% Bank (CLOSED): Reserved exclusively for the Issuing Bank.

Condition: Platform and Bank fees are strictly closed and do not allow intermediaries. External agents must be distributed between the freely available parties (buyer or seller) according to their acceptance.



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

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

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RULES OF CONDUCT, ACCEPTABLE USE OF THE SITE, AND USER LIABILITY The user expressly undertakes to use the site, its services, and digital platforms in accordance with applicable law, morality, public order, and these general conditions. Use of the site implies full and unconditional acceptance of all rules of conduct established herein. **8.1. GENERAL COMMITMENTS OF THE USER** The user guarantees that they will act at all times lawfully, loyally, and in good faith, refraining from using the site for any unlawful purpose or effect, harmful to the rights and interests of third parties, or that in any way may damage, disable, overburden, deteriorate, or prevent the normal use of the site, computer equipment, or documents, contents, and files contained on any of the **BANK-TO-BANK CONSORTIUM** computer systems. **8.2. STRICTLY PROHIBITED CONDUCT** It is **STRICTLY PROHIBITED** for the user, without limitation: **UNAUTHORIZED**



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version of these terms and the original Spanish version, the original Spanish version shall prevail. If any provision of these Terms is held to be invalid, illegal, or unenforceable, such provision shall be enforced to the maximum extent permissible by applicable law, and the remaining provisions shall remain in full force and effect.

DATA PROTECTION, COOKIES, AND CORPORATE INFORMATION The processing of your personal data, including the documentation retained for legal defense mentioned in section 4, is governed by our Privacy Policy, in accordance with Regulation (EU) 2016/679 (GDPR) and Organic Law 3/2018 (LOPDGDD), based on compliance with legal obligations and legitimate interest. The website uses technical and analytical cookies, which are configurable by the user. This website is operated by **INTERNATIONAL ASSET OPERATIONS SLU (B12710067)** and **INTERNATIONAL PURCHASE OF ASSET SL (B44510014)**. For more information, you may contact: bank-to-bank@bank-to-bank.es Last updated: JULY 22, 2026.

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