CONTRATO DE AUTORIZACIÓN PARA ALMACENAMIENTO, USO Y VERIFICACIÓN DE INFORMACIÓN PERSONAL Y EMPRESARIAL – DUE DILIGENCE

Entre las partes:

De una parte, [**Director Compliance Department**], en lo sucesivo denominado " **Director Compliance Department** ".

De otra parte, [**Nombre de la Empresa o Persona Jurídica**], con identificación pasaporte número [**Número**], con domicilio en [**Dirección**], y Registro Fiscal [**Número**], Email [**Email Titular Del Activo**], en lo sucesivo denominado " **Titular Del Activo - Cliente** ".

De otra parte, [**Nombre de la Empresa o Persona Jurídica**], con identificación pasaporte número [**Número**], con domicilio en [**Dirección**], y Registro Fiscal [**Número**], Email [**Email Del Broker**], en lo sucesivo denominado " **Broker** ".

De otra parte, [**Nombre de la Empresa o Persona Jurídica**], con identificación pasaporte número [**Número**], con domicilio en [**Dirección**], y Registro Fiscal [**Número**], Email [**Email Del Broker**], en lo sucesivo denominado " **Broker** ".

Ambas partes acuerdan lo siguiente:

CLÁUSULA PRIMERA: OBJETO DEL CONTRATO
El presente contrato tiene como objeto autorizar a Director Compliance Department para:

1. **Almacenar En Base De Datos**
   La información proporcionada por Titular Del Activo - Cliente y sus Bróker, con fines estrictamente legales y administrativos y el envío de posibles negocios futuros.
2. **Autorización De Verificación**
   Realizar un análisis de **DUE DILIGENCE** y verificaciones exhaustivas sobre la información personal y empresarial suministrada por Titular Del Activo - Cliente y sus Bróker.
3. **Autorización De Verificación En Bases De Datos**
   Realizar investigaciones en bases de datos nacionales e internacionales para obtener antecedentes policiales, jurídicos o administrativos de Titular Del Activo - Cliente y sus Bróker.

CLÁUSULA SEGUNDA: AUTORIZACIÓN EXPRESA
Titular Del Activo - Cliente y sus Bróker otorga su consentimiento expreso y por escrito para:

1. La recopilación, almacenamiento y tratamiento de la información proporcionada.
2. La investigación detallada sobre su persona y su empresa, incluyendo verificaciones en bases de datos públicas y privadas, tanto nacionales como internacionales.
3. La utilización de los resultados de las investigaciones únicamente para fines legales, administrativos y contractuales, sin autorización para divulgación por parte de terceros como está expuesto en el documento la cláusula de prohibición de divulgación del documento pero si se podrá enviar al cliente y al bróker que nos envió la documentación que son los firmantes de este documento, lo que ellos realicen con esa información ya no es problema nuestro ni nos hacemos responsable de ello.

CLÁUSULA TERCERA: PROHIBICIÓN DE DIVULGACIÓN Y EXENCIÓN DE RESPONSABILIDAD

1. **El Director Compliance Department** declara que no autoriza la divulgación de los datos proporcionados por Titular Del Activo - Cliente y sus Bróker, a terceros, salvo en los casos estrictamente necesarios para el cumplimiento de los fines del presente contrato y conforme a la ley aplicable.
2. **El Director Compliance Department** no será responsable por el uso indebido, malintencionado o no autorizado de los documentos e información proporcionados por Titular Del Activo - Cliente y sus Bróker ya que en las condiciones de **DUE DILIGENCE** se establece expresamente la prohibición de divulgación.
3. **Titular Del Activo - Cliente y sus Bróker Del Activo - Cliente y sus Bróker**, asumen plena responsabilidad por cualquier acción que contravenga esta prohibición, incluyendo la difusión no autorizada de información.

CLÁUSULA CUARTA: ACEPTACIÓN DE RESULTADOS DE INVESTIGACIONES
Titular Del Activo - Cliente y sus Bróker Del Activo - Cliente y sus Bróker, reconocen y aceptan:

1. Que los resultados de investigaciones policiales, jurídicas o administrativas realizadas en cualquier país del mundo podrán ser utilizados por el Director Compliance Department para la evaluación y cumplimiento de este contrato.
2. Que estos resultados se considerarán válidos y vinculantes, siempre que se obtengan conforme a la normativa aplicable.

CLÁUSULA QUINTA: CONFIDENCIALIDAD
Toda la información obtenida y procesada durante las investigaciones será tratada como confidencial. Cualquier uso o divulgación indebida por parte de terceros exime a el Director Compliance Department de cualquier obligación o responsabilidad.

CLÁUSULA SEXTA: REQUISITOS DE ACEPTACIÓN

1. El presente contrato será válido únicamente si Titular Del Activo - Cliente y sus Bróker envía desde su correo electrónico personal [**Email Titular Del Activo**] lo siguiente:
   - Una copia de este contrato firmado.
   - Una copia de su pasaporte completo en máxima resolución.
   - Un texto claro y explícito indicando su aceptación de los términos aquí descritos.
2. La ausencia de alguno de los documentos o la falta de conformidad en los mismos anula automáticamente la validez del presente contrato.

CLÁUSULA SÉPTIMA: VIGENCIA DEL CONTRATO

El presente contrato tendrá una vigencia de 50 años a partir de la fecha de aceptación por parte de Titular Del Activo - Cliente y sus Bróker, de conformidad con los requisitos establecidos en la cláusula anterior.

CLÁUSULA OCTAVA: RENUNCIA A RECLAMACIONES

Titular Del Activo - Cliente y sus Bróker renuncia expresamente a presentar reclamaciones relacionadas con:

1. Las investigaciones realizadas en virtud de este contrato.
2. Los resultados obtenidos, incluidos aquellos relacionados con investigaciones policiales, jurídicas o administrativas realizadas en cualquier jurisdicción.
3. La divulgación no autorizada de información en casos donde el Director Compliance Department no sea el origen del acto.

CLÁUSULA NOVENA: EXENCIÓN TOTAL DE RESPONSABILIDAD Y RENUNCIA A RECLAMACIONES FUTURAS

1. **Exención de Responsabilidad:**
   El Director Compliance Department queda totalmente exento de cualquier responsabilidad presente o futura derivada del uso, tratamiento, almacenamiento, análisis o divulgación autorizada o no, de los datos proporcionados por Titular Del Activo - Cliente y sus Bróker, siempre que tales acciones no sean atribuibles directamente a una negligencia grave o dolo por parte de El Director Compliance Department.
2. **Renuncia a Reclamaciones:**
   Titular Del Activo - Cliente y sus Bróker renuncia irrevocablemente a: Presentar cualquier reclamación, demanda, acción legal o procedimiento judicial en contra de El Director Compliance Department, ya sea en el ámbito civil, penal, administrativo o de cualquier otra naturaleza, relacionada con los términos del presente contrato, sus efectos o su ejecución. Alegar desconocimiento, error o falta de consentimiento respecto de las condiciones aquí establecidas.
3. **Alcance Internacional:**
   Esta renuncia se extiende a reclamaciones presentadas en cualquier jurisdicción, nacional o internacional, y aplica a toda acción legal futura que pueda surgir directa o indirectamente de la relación contractual.
4. **Ratificación por Titular Del Activo - Cliente y sus Bróker:**
   La aceptación de esta cláusula por parte de Titular Del Activo - Cliente y sus Bróker se considerará plenamente válida y vinculante mediante el envío de la documentación requerida en la Cláusula Sexta y el cumplimiento de los demás términos establecidos en este contrato.

CLÁUSULA DÉCIMA: CONSENTIMIENTO IMPLÍCITO MEDIANTE ENVÍO DE DOCUMENTACIÓN

1. **Reconocimiento de Consentimiento:**
   Al enviar su documentación personal o empresarial, Titular Del Activo - Cliente y sus Bróker reconoce y acepta que esta será utilizada con el propósito de ser investigada, analizada y evaluada conforme a los términos establecidos en este contrato.

2. **Finalidad del Envío:**
   El envío de la documentación se entiende como una manifestación clara de consentimiento para los procesos de due diligence, verificación de antecedentes y cualquier otra acción necesaria para el cumplimiento de los fines establecidos en este contrato.
3. **Confirmación Adicional:**
   Titular Del Activo - Cliente y sus Bróker deberá, además, confirmar este consentimiento mediante el envío de un texto claro que acompañe la documentación requerida, indicando su plena aceptación de los términos del presente contrato.

CLÁUSULA UNDÉCIMA: REQUISITO DE ENVÍO DE DOCUMENTACIÓN

1. **Copia Completa del Pasaporte:**
   Titular Del Activo - Cliente y sus Bróker se compromete a enviar una copia completa de su pasaporte, incluyendo todas las páginas del mismo, en la mayor resolución **600 PPP**. Este documento será utilizado exclusivamente para fines de identificación, verificación y análisis conforme a los términos de este contrato.
2. **Condición Obligatoria:**
   La presentación de la copia completa del pasaporte es una condición obligatoria para la validez del presente contrato. La ausencia de este documento o la falta de claridad en su presentación anulará automáticamente el acuerdo.
3. **Protección de Datos:**

El Director Compliance Department garantizará la confidencialidad y protección de la información contenida en el pasaporte, conforme a lo dispuesto en la Cláusula Quinta de este contrato.

4. **Confirmación Adicional:**
Titular Del Activo - Cliente y sus Bróker deberá enviar esta copia del pasaporte junto con la aceptación por escrito de los términos del contrato, tal como se describe en la Cláusula Sexta.

Director Compliance Department **Bróker**

Titular Del Activo - Cliente **Bróker**

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NAME INTERNATIONAL PURCHASE OF ASSET S.L - B44510014
MOVIL WHATSAPP +34636080420 @due.diligence
MOVIL WHATSAPP +34625209869 @gestion.financiera
EMAIL bank-to-bank@bank-to-bank.es
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PASAPORTE DEL CLIENTE será insertado aquí en su totalidad dejamos un ejemplo a seguir borrar ejemplo e insertar el origina de no estar entero, o este claro, nítido, legible y en color, perderá usted la oportunidad de pasar la DUE DILIGENCE

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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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DUE DILIGENCE (KYC/AML), INFORMATION VERIFICATION, DISCLAIMER REGARDING PUBLIC DATA, AND CONSEQUENCES OF NON-COMPLIANCE 4.1. SCOPE AND DEPTH OF DUE DILIGENCE The user acknowledges, accepts, and expressly consents that all documentation, data, statements, and information provided to the consortium, or gathered during the business relationship, will be subject to a rigorous, exhaustive, and ongoing Due Diligence and Know Your Customer (**KYC**) process. This process, aligned with the strictest international standards for Anti-Money Laundering (**AML**) and Countering the Financing of Terrorism (**CFT**), includes, but is not limited to: Review, verification, and cross-referencing of information with public and private databases, commercial registries, property registries, and tax records. Verification against international sanctions lists (**OFAC, EU, UN, ETC.),** lists of Politically Exposed Persons (**PEPs**), and their close associates and family members. Screening in national and international media, social networks, and **OPEN SOURCE INTELLIGENCE** (**OSINT**) sources for the detection of adverse media. Identification and verification of the Ultimate Beneficial Owner (**UBO**) of any legal structure, trust, or entity represented by the user. **4.2. NATURE OF INFORMATION AND THE "MIRROR PRINCIPLE"** The user accepts and understands that the **BANK-TO-BANK CONSORTIUM** acts solely as a collector, aggregator, and processor of information that is already in the public domain or generated by third parties. The consortium is not the creator, modifier, auditor, or guarantor of the absolute accuracy, integrity, or currency of such third-party records. The consortium is limited to applying the "mirror principle," that is, mirroring and reflecting the objective and public reality existing at the time of consultation. Therefore, any error, obsolescence, or inaccuracy in the original public data is not attributable to the consortium. **4.3. ABSOLUTE DISCLAIMER OF LIABILITY AND INDEMNIFICATION** Consequently, if the user disagrees with the results, conclusions, risk ratings, or reports derived from this verification process, they expressly, voluntarily, knowingly, and irrevocably waive the right to file any type of claim, lawsuit, complaint, or legal action, whether of a civil, commercial, criminal, or administrative nature, against the consortium, its member entities, administrators, employees, auditors, or affiliates. Furthermore, the user undertakes to hold harmless and indemnify the consortium against any claims, damages, or losses that may arise from third parties due to the communication or processing of this public data by the consortium in compliance with its legal obligations. **4.4. REPUTATIONAL RISK, PUBLIC RECORDS, AND EXCLUSION OF THE "RIGHT TO BE FORGOTTEN"** The consortium assumes no responsibility whatsoever for any harm, detriment, moral damage, or impact on the user's image, reputation, honor, or commercial credit that may arise from the existence, accessibility, cross-referencing, or disclosure of such public records, litigation, or debts. The user expressly declares that, as this involves information of a public nature and legally accessible, processed for compliance with legal obligations and the exercise of the consortium's legitimate interest, **THEY ARE NOT ENTITLED TO AND CANNOT EXERCISE THE RIGHTS OF ERASURE ("RIGHT TO BE FORGOTTEN") OR RESTRICTION OF PROCESSING** regarding such data within the consortium's systems. The safeguarding of one's own image, the correction of errors in source registries, and the clearing of public records are the sole, non-transferable, and exclusive responsibility of the user. **4.5. CONSEQUENCES OF DISCREPANCIES, OMISSIONS, OR FALSEHOODS** The user guarantees that all information provided is truthful, current, and complete. In the event that the Due Diligence process reveals discrepancies, deliberate omissions, documentary falsehoods, or an unacceptable risk profile for the consortium, the consortium reserves the absolute right and discretion to: Reject the application or deny the requested operation without the need for extensive justification. Immediately suspend or terminate any business relationship or operational account. Retain funds or documents in preventive custody according to applicable regulations. File a Suspicious Activity Report (**SAR**) or report to the Financial Intelligence Unit (**FIU**) or competent authority, without this generating any liability for the consortium towards the user. **4.6. DATA RETENTION, GDPR, AND REGULATORY COMPLIANCE** Finally, in exercise of the legitimate interest recognized in Article 6.1(f) of Regulation (**EU**) 2016/679 (**GDPR**), and in strict compliance with legal obligations regarding the prevention of money laundering (Article 6.1(c) **GDPR**), the consortium will retain all documentation, evidence, Due Diligence reports, and communication trails provided or generated by the user. This retention will be maintained for the legally established statute of limitations periods (which in AML matters is typically a minimum of 10 years following the termination of the business relationship). This retention has the sole and exclusive purpose of prevention, investigation, and the filing or exercise of possible judicial or extrajudicial claims, the defense of the consortium's interests, and the demonstration of regulatory compliance (accountability) before supervisory authorities.

LEGAL REPRESENTATION, PARTNER IDENTITY AND DISCLAIMER OF LIABILITY FOR THIRD-PARTY ACTIONS 5.1. ACCREDITATION OF PARTNER AND REPRESENTATIVE STATUS Only those natural or legal persons who are expressly listed as such in the public deeds of incorporation or modification thereof, duly registered with the corresponding Commercial Registry, shall have the legal status of partners, administrators, attorneys-in-fact or legitimate representatives of the companies that make up the **BANK-TO-BANK CONSORTIUM** business group. Representative capacity shall be strictly governed by the provisions of said public titles and current commercial legislation. **5.2. INEFFECTIVENESS OF ACTIONS BY UNAUTHORIZED THIRD PARTIES** Any person who, not appearing in said official documentation, claims, declares or presents themselves to third parties as a partner, representative, employee, collaborator, advisor or affiliate of the consortium, absolutely lacks legitimacy, legal capacity and powers of representation to bind these companies in any way. Consequently, the **BANK-TO-BANK CONSORTIUM** business group disclaims and rejects all responsibility, whether civil, criminal, commercial, administrative or labor, for any action, promise, agreement, communication, offer, negotiation or transaction that said unauthorized person attempts to carry out or has carried out in the name of the consortium. Obligations and commitments shall only be valid, enforceable and binding if formalized in writing in official documents and signed by the legal representatives duly authorized according to the current public deeds. **5.3. DIGITAL COMMUNICATIONS, SOCIAL MEDIA AND ELECTRONIC MEANS** It is expressly established that communications made through e-mails with unofficial domains, instant messaging (such as WhatsApp, Telegram or Signal), social media or websites not verified as official corporate channels, do not generate any legal bond. The consortium is not responsible for information, offers or requirements disseminated through these unofficial means by third parties. **5.4. INTERMEDIARIES, BROKERS AND EXTERNAL MANAGERS** The **BANK-TO-BANK CONSORTIUM** business group does not maintain exclusivity agreements, nor does it grant implicit powers of representation to brokers, financial intermediaries, finders or external managers, unless there is a specific and current notaries mandate that accredits it as such. Any commission, fee or management expense demanded by these third parties from clients or investors is the sole responsibility of whoever collects it, with the consortium being totally disconnected from said economic demands. **5.5. CORPORATE IMAGE PROTECTION AND ANTI-FRAUD POLICY** Any unauthorized use of the trademarks, logos, stationery, seals, corporate name or corporate materials of **BANK-TO-BANK CONSORTIUM** will be considered a violation of intellectual and industrial property rights, as well as an act of unfair competition and/or fraud. Likewise, third parties are informed that the consortium **DOES NOT REQUEST, NOR AUTHORIZE ANYONE TO REQUEST**, advance payments, "management fees", "release fees", "bonds" or "account opening costs" for the formalization of legitimate financial or commercial operations. Any requirement of this nature made by a supposed representative is indicative of a fraudulent maneuver. **5.6. DUTY OF DILIGENCE, VERIFICATION AND OFFICIAL COMPLAINT CHANNEL** Users, clients and third parties are strongly urged to exercise the maximum duty of diligence and to verify in a reliable manner the identity and powers of representation of any interlocutor who claims to act on behalf of the consortium, requesting the relevant accrediting documentation (such as current registry certification compulsed copy of powers of attorney or official letter of appointment). To facilitate this task and report any irregularity, the following official verification and complaint channel of the business group is enabled: **E-MAIL:** bank-to-bank@bank-to-bank.es **CONTACT TELEPHONES:** +34 625 209 869 / +34 636 080 420 **5.7. ABSOLUTE NULLITY AND FALSITY OF APPARENT DOCUMENTATION** It is declared expressly, categorically and unequivocally that **ANY DOCUMENT, CERTIFICATE, EMPLOYMENT CONTRACT, LETTER OF APPOINTMENT OR DEED THAT ATTEMPTS TO ATTRIBUTE TO A PERSON THE STATUS OF ATTORNEY-IN-FACT, WORKER, EMPLOYEE OR PARTNER OF BANK-TO-BANK CONSORTIUM IS ABSOLUTELY FALSE**, when said person does not appear in the official records previously mentioned. The business group **DOES NOT RECOGNIZE ANY VALIDITY, EFFECTIVENESS OR LEGITIMACY OF SAID DOCUMENTS**, and formally states that **THERE IS NO RECORD OF HAVING SIGNED, GRANTED, AUTHORIZED, SEALED OR ENDORSED ANY DOCUMENT OF THIS NATURE** in favor of unauthorized third parties. The exhibition, presentation or use of such documents by any individual will be considered a serious and sufficient indication of documentary falsity, fraud and identity theft, immediately activating all corresponding criminal and civil legal actions by the consortium. Any attempt at identity theft, documentary falsity, phishing or fraudulent representation will be immediately reported to the competent judicial, police and regulatory authorities, with the consortium reserving the right to exercise all legal actions that correspond for the claim of damages and losses, including loss of profits.

GEOGRAPHICAL RESTRICTIONS, REGULATORY COMPLIANCE (KYC/AML), AND DUE DILIGENCE The Consortium carefully selects its clients and reserves the right of admission, not accepting all business requests. Our policy is one of zero tolerance towards illicit operations; therefore, all proposals and transactions must strictly comply with international Anti-Money Laundering (**AML**) and Counter-Terrorist Financing (**CFT**) laws. **6.1. FATCA RESTRICTIONS AND PROHIBITED JURISDICTIONS** Due to the Foreign Account Tax Compliance Act (FATCA) and the Consortium's internal regulations, **NO SERVICES ARE PROVIDED** to **U.S.** passport holders, **U.S.** incorporated entities, **U.S.** tax residents, or clients using **U.S.** based or **U.S.** correspondent banks for transaction processing. Furthermore, operations involving jurisdictions classified as non-cooperative tax havens or countries subject to international trade embargoes are strictly rejected. **6.2. REGULATORY FRAMEWORK AND INTERNATIONAL STANDARDS** All operations are governed by strict compliance with: **EU** Directive **91/308/EEC**, and its successive amendments and updates (including Directives **2001/97/EC, 2005/60/EC**, and the most recent **EU AML** Directives). The 40 Recommendations of the Financial Action Task Force (**FATF**). United Nations conventions against drug trafficking, transnational organized crime, and corruption. Guidelines of the Basel Committee on Banking Supervision. Consolidated sanctions lists of the European Union, **OFAC** (Office of Foreign Assets Control), and the **UN** Security Council. **6.3. KNOW YOUR CUSTOMER (KYC) DUE DILIGENCE AND ULTIMATE BENEFICIARIES** The Consortium applies Know Your Customer (**KYC**) and Enhanced Due Diligence (**EDD**) policies. It is mandatory to identify and verify the **ULTIMATE BENEFICIAL OWNER (UBO)** of any corporate entity, tracing down to the natural persons holding final control of the company. Additionally, thorough screening is conducted to identify Politically Exposed Persons (**PEPs**) and their close family members or associates, requiring senior management approval to operate with such profiles. **6.4. VERIFICATION OF COMMERCIAL AND BANKING DOCUMENTATION** Any document submitted within the framework of a transaction (including, but not limited to, **SCO, FCO, ICPO, LOI, RWA, BCL**, or financial instruments such as **LC, SBLC, BG**) is subject to verification. **ZERO TOLERANCE FOR FRAUD:** Any fraudulent, altered, or falsified document will be immediately rejected, the transaction will be canceled, and the incident will be reported to the competent authorities and international financial fraud databases. **GROUNDS FOR REJECTION:** Documentation will be discarded due to poor scan quality, lack of authorized signatures, absence of official bank stamps, suspected forgery, data inconsistencies, or failure to meet the technical specifications required by the Consortium. **BANK VERIFICATION:** Financial capacity documents (**BCL, RWA**) and payment instruments must be verified directly from bank to bank (**BANK-TO-BANK**) through secure systems such as **SWIFT (MT199/MT799);** verifications through intermediaries or private servers will not be accepted. **6.5. CONSEQUENCES OF NON-COMPLIANCE AND CONFIDENTIALITY** Non-compliance with **AML/KYC** regulations will result in the immediate termination of negotiations and the inclusion of the offenders in the Consortium's internal blacklist. If any indications of money laundering are detected, a Suspicious Activity Report (**SAR**) will be filed with the relevant Financial Intelligence Unit (**FIU**). All information and documentation provided by the client during the **KYC** process will be treated with strict confidentiality, stored on secure servers, and used exclusively for regulatory compliance purposes, in accordance with applicable data protection laws.

INTELLECTUAL AND INDUSTRIAL PROPERTY, COPYRIGHT, AND DIGITAL ASSETS All rights, title, and interest in the website, its digital platforms, and all associated content belong exclusively to the **BANK-TO-BANK CONSORTIUM** business group or its legitimate licensors. The website and its services are intended solely for personal, informational, and non-commercial use. **7.1. OWNERSHIP AND SCOPE OF RIGHTS** The intellectual property of the Consortium encompasses, including but not limited to: the source code, graphic design, user interfaces, navigation structures, databases, texts, images, videos, icons, as well as **OPERATIONAL METHODOLOGIES, STANDARD OPERATING PROCEDURES (SOPS), FINANCIAL DOCUMENT TEMPLATES, CONTRACT TEMPLATES, AND THE CONSORTIUM'S "KNOW-HOW"**. All these elements are protected by national and international copyright, trademark, and patent laws. **7.2. LICENSE OF USE AND STRICT RESTRICTIONS** Users are granted a limited, revocable, non-exclusive, and non-transferable license to access and use the site. It is **STRICTLY PROHIBITED**, without the prior, express, and written authorization of the **BANK-TO-BANK CONSORTIUM**: The reproduction, distribution, public communication, transformation, or creation of derivative works. The use of "**FRAMING**", "**DEEP LINKING**" techniques, or massive data extraction ("scraping" or "data mining"). Reverse engineering, decomplication, or disassembly of the source code and underlying software. The circumvention, deactivation, or interference with security measures or **DIGITAL RIGHTS MANAGEMENT (DRM)** implemented on the site. Any commercial, lucrative, or business use of the site's content or tools. **7.3. TRADEMARKS, TRADE NAMES, AND CORPORATE ASSETS** The name **"BANK-TO-BANK CONSORTIUM"**, its logo, slogans, domain names, and any other trademark or distinctive sign displayed on the site are registered or pending registration property. Unauthorized use of these trademarks, or any element that may cause confusion or discredit the Consortium, constitutes an infringement of industrial property rights and will be prosecuted by appropriate legal means. **7.4. USER-GENERATED CONTENT AND ASSIGNMENT OF RIGHTS** In the event that users submit, upload, or transmit any content (comments, documents, data) through the site: **WARRANTY OF OWNERSHIP:** The user warrants that they are the legitimate owner of the intellectual property rights to said content and that its submission does not infringe upon the rights of third parties. **LICENSE TO THE CONSORTIUM:** The user grants the **BANK-TO-BANK CONSORTIUM** a worldwide, perpetual, irrevocable, non-exclusive, transferable, sublicensable, and royalty-free license to use, reproduce, modify, adapt, publish, translate, and distribute said content in any format, in connection with the site's services and the Consortium's operations. **WAIVER OF MORAL RIGHTS:** To the maximum extent permitted by applicable law, the user waives their moral rights over the submitted content. **INDEMNIFICATION:** The user agrees to indemnify and hold harmless the Consortium against any claims, damages, or losses arising from the infringement of third-party intellectual property rights by the content provided by the user. **7.5. SUGGESTIONS AND "FEEDBACK"** Any comments, suggestions, improvement ideas, or "**FEEDBACK**" sent by users to the Consortium shall be considered non-confidential information. The **BANK-TO-BANK CONSORTIUM** shall have absolute freedom to use, reproduce, and exploit such suggestions for any purpose, without any obligation of compensation, acknowledgment, or restriction towards the user. **7.6. INFRINGEMENTS AND LEGAL ACTIONS** Non-compliance with any of the stipulations in this section will result in the immediate revocation of the use license, permanent blocking of the user's account, and deletion of their data. The **BANK-TO-BANK CONSORTIUM** reserves the right to pursue all appropriate civil and criminal actions against infringers to claim damages and losses incurred.

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

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LIMITATION OF LIABILITY It is expressly clarified that **NO CONTRACT, AGREEMENT, OR BINDING DOCUMENT OF ANY KIND IS SIGNED WITH US,** and that **NO TYPE OF INVESTMENT IS CARRIED OUT, MANAGED, OR FACILITATED** through this business group or consortium. Consequently, and given the absence of registration with the **CNMV (SPANISH SECURITIES MARKET COMMISSION),** the consortium assumes no responsibility whatsoever related to investment decisions, capital losses, or transaction results, as these activities are completely unrelated to our operations. The consortium does not charge upfront commissions and is not responsible for unofficial emails, identity theft, or amounts sent to third parties on the users' own initiative. Likewise, continuous, uninterrupted, or secure access to the website is not guaranteed. The consortium, its subsidiaries, executives, and suppliers shall not be liable for direct, indirect, special, consequential, or incidental damages arising from site failures, viruses, data interception, typographical errors, force majeure, or strikes. Finally, it is expressly stated that, in the event that the client decides to sign any document (with third parties or of any other nature), **IT IS THE CLIENT'S EXCLUSIVE RESPONSIBILITY TO CARRY OUT THEIR OWN DUE DILIGENCE BEFOREHAND AND INDEPENDENTLY.** We do not intervene, endorse, or assume any responsibility for such agreements.

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