



GRUPO JOMAR

Legal Compliance Management System





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GRUPO JOMAR

Introduction

- ❑ GRUPO JOMAR® is a professional services company that develops its activities within the financial sector, (CNAE 6499. Other Financial Services).
- ❑ GRUPO JOMAR® provided services to:
 - ✓ Public and Private Companies since 1990,
- ❑ among others not less important to:
 - ✓ Individuals and Professionals.

In actuality

- ❑ GRUPO JOMAR® only operates with its own resources, or through TRUSTS as a TRUSTEE, in its **PRIVATE** Business and Margin account in The Prestigious Firm of the United States of America, INTERACTIVE BROKERS LLC, complying among others with the provisions of law 10 / 2010 of April 28, Prevention of Money Laundering and Financing of Terrorism and its development regulation, approved by Royal Decree 304/2014, of May 5, its modification by Royal Decree-Law 11/2018, of August 31, with the aim among others of incorporating Directive (EU) 2015/849, of May 20, which establishes additional obligations to those of Spanish law and from the EU.
- ❑ Our activities are likely to generate enormous benefits for society and our customers, but we are aware of the risks that we could also generate in the case of developing our activities with a lack of ethics and transparency, which would directly undermine our values.
- ❑ In order to put all possible measures to avoid these situations, we have established this code of ethics and professional conduct, which is framed within our Compliance Management System and which is mandatory for all members of GRUPO JOMAR® to be aware of and comply with. of its collaborators, not only the top management of the company, but to each and every one of its members and collaborators, they are our image and commitment to the strictest professional ethics.
- ❑ The conduct of all persons who develop their activities in and with GRUPO JOMAR® must be unblemished and reflect our values:
 - ✓ transparency, ambition, loyalty, professional ethics and excellence, as well as an exquisite respect at all times to the current legislation.



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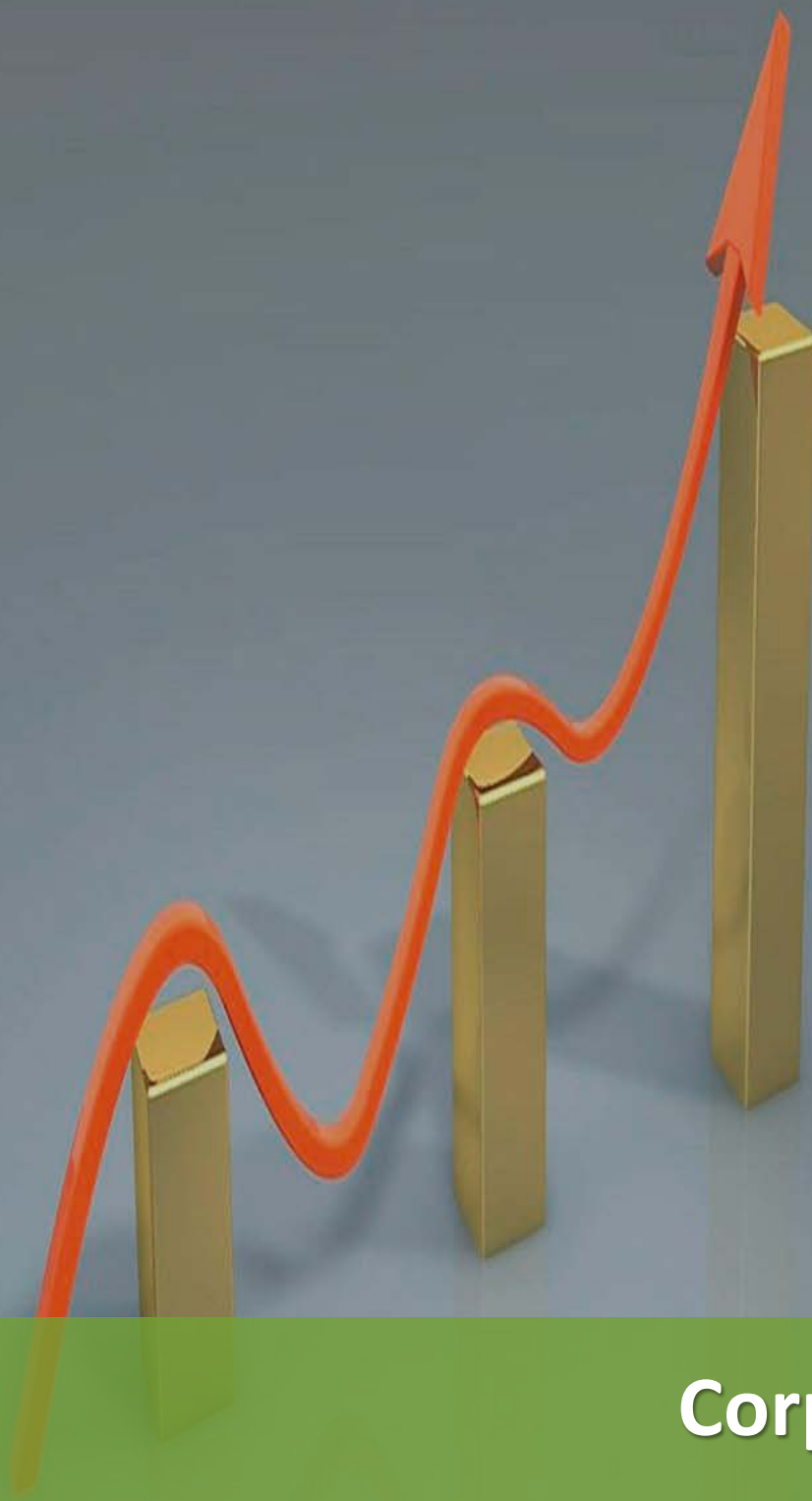
Anti-Corruption Policy and Criminal Risk Prevention

Anti-Corruption Policy and Criminal Risk Prevention

- ❑ GRUPO JOMAR® is a professional services company that develops its activities within the financial sector (CNAE 6499. Other financial services).
- ❑ We consider it very important to maintain an exquisite ethical and professional behavior, which allows us to continue marking our own style and be a reference in the execution of our professional services.
- ❑ The underlying motivation of this Corruption and Criminal Risk Prevention Policy is to provide our partners, managers, workers, collaborators, suppliers or any other party interested in interacting with us the principles that guide their conduct and their activities in their relationship with clients. , suppliers, partners, financial institutions, government agencies and with any interested party, and, in general, in the daily operation:
 - ✓ Promote clean and transparent behavior among all members of GRUPO JOMAR® and its collaborators, facilitating the creation of a clean, ethical and lawful area of action in the development of the activities of GRUPO JOMAR®, respect for our values, the company, to society and to ourselves.
 - ✓ Ensure strict compliance with applicable legislation, and specifically legislation related to the prevention of corruption and criminal legislation, especially after the inclusion of criminal liability of legal persons in the Criminal Code.
 - ✓ Communicate and record the strict prohibition of committing criminal acts of any kind, emphasizing the following criminal types: discovery and disclosure of secrets, against intellectual and industrial property, fraud, tax, money laundering, bribery, trafficking influences, corruption in international transactions, raising funds for terrorism, drug trafficking and punishable insolvency.
 - ✓ To serve as a Framework for the continuous improvement of GRUPO JOMAR® through the establishment of an adequate program of objectives and goals focused on the Prevention of Corruption and the elimination or minimization of Criminal Risks.
- ❑ In short, each and every one of the professionals that make up GRUPO JOMAR® must act ethically in all aspects of their professional and personal development and must assume the obligations defined by our Management System and, specifically, the obligation to report facts or suspicious behavior related to the exposure of GRUPO JOMAR® to criminal risks or activities that may promote corruption.
- ❑ The system established to comply with this obligation absolutely guarantees the anonymity of the person who complies with it and fully guarantees that there will be no reprisal for the person exercising this obligation, whoever is the accused, except in the case evidence the existence of falsehood and bad faith in communication.
- ❑ These guarantees are provided by the Ethics Committee, which has been provided with the necessary authority, means and independence to exercise its responsibilities. Failure to comply with this policy and / or the Management System developed to guarantee compliance will necessarily generate consequences that will be defined by the Ethics Committee, which will apply.



GRUPO JOMAR



Corporate Pillars

Mission

The mission of GRUPO JOMAR® is to offer its clients the best solutions to their financial needs, either through the constitution of trusts, (CNAE 6499. Other Financial Services), with the ultimate goal of achieving the best possible returns.

Vision

The vision of GRUPO JOMAR® is the constitution of a Free Investment Fund (Hedge Fund), based on the financial returns obtained from our activities, for Sustainable Development.

Corporate values

- ❑ **Transparency.** We develop our activities in a completely transparent way with our colleagues, collaborators, clients and regulatory bodies. We do not accept opaque operations or hide data; however inconvenient these may be.
- ❑ **Ambition.** The spirit we have is to always try to get more. More for our company and for our customers. Ambition well understood, in the sense of a continuous desire to excel.
- ❑ **Loyalty.** We always act in a loyal way with the company, with our colleagues and with our clients. We do not consent to attitudes of advantage or consent to actions aimed at taking advantage of our colleagues, collaborators and customers.
- ❑ **Professional ethics.** Deepening transparency, we develop our activities in a clean manner, including our competition, which we treat with respect.
- ❑ **Excellence.** All operations are carried out in the most demanding way, always seeking the best way to act and operate, in a continuous search for business excellence.



GRUPO JOMAR

Principles of Action



Nature of the rules

- ❑ The Code of Conduct is an integral part of the system of the internal rules of GRUPO JOMAR®, which all employees must comply with
- ❑ The observance of the rules of the Code does not exempt the employees of GRUPO JOMAR® from knowledge and compliance with the other internal regulations and the applicable legal and regulatory provisions.
- ❑ The Code of Conduct contemplates and systematizes the values, principles of action and norms of professional conduct, the corresponding rules and procedures being defined, when necessary, in the specific internal regulations.

General principles

- ❑ GRUPO JOMAR® and its collaborators will develop their activities and functions with high ethical and deontological principles, guiding their practice in the values defined in the Code of Conduct of GRUPO JOMAR® in relations with customers and other interested parties (collaborators, shareholders, suppliers, authorities official and supervisory, other institutions and the community)

Compliance with legal, regulatory and behavioral obligations (compliance)

- ❑ GRUPO JOMAR® will develop its activity in an exemplary and disciplined way and with an efficient and effective control in all its business areas, ensuring, for this, adequate internal validation systems and verification of compliance with legal and regulatory and conduct obligations (compliance) .
- ❑ The commercial practices of GRUPO JOMAR® will comply not only with the applicable legislation and regulations, but also with the rules of ethics and conduct adopted, contained in this Code and in other Codes of Conduct to which GRUPO JOMAR® adheres.

Social responsibility and sustainable development

- ❑ GRUPO JOMAR® will develop its activity in accordance with the principles and best international practices in the field of Social Responsibility, respecting and fulfilling the management commitments in terms of contribution to sustainable development - from the economic, social and environmental point of view - in the Communities in which it is established

Independence between interests

The collaborators of GRUPO JOMAR® are adhering to the duty to respect the independence between:

- a) The interests of GRUPO JOMAR® and those of the clients.
- b) The interests of the customers among themselves.
- c) Your personal interests and those of GRUPO JOMAR® and customers, avoiding situations that may cause conflicts of interest.

Non-discrimination and equality in treatment

- ❑ The employees of GRUPO JOMAR® will not practice any type of discrimination, based on criteria such as race, gender, age, disability, deficiency, sexual preference, political or ideological convictions, religion, education, marital status or others.
- ❑ The collaborators of GRUPO JOMAR® must act with courtesy, tolerance and respect, abstaining from any behavior that may be considered offensive.
- ❑ Internally, GRUPO JOMAR® promotes equal treatment and opportunities for men and women, as well as reconciling the personal, family and professional lives of its employees.

Competence and diligence

- ❑ The collaborators of GRUPO JOMAR® have the duty to:
 - ✓ Guarantee the clients and the competent authorities, in the exercise of their professional functions, safeguarding the duty of confidentiality, a rigorous, timely and complete response in the applications that are presented to them.
 - ✓ Maintain a behavior that contributes to reinforce the confidence of the clients in GRUPO JOMAR®, collaborating in an effective way in its good image.
 - ✓ Act with objectivity and common sense in all circumstances.
 - ✓ Take into account the expectations of customers and the public in general, in relation to their behavior, within ethical standards that are generic and socially accepted.
 - ✓ Act with impartiality and good faith, responsibility and rigor, without distorting the facts or reality.
 - ✓ Access only the information required for the performance of their function using computer tools, including email and Internet access, work tools owned by GRUPO JOMAR®, which must be used for strictly professional use based on work commitments entrusted to the collaborator.

GRUPO JOMAR® promotes the professional development of its employees, providing opportunities for personal and professional training, in order to meet the expectations referred to in the previous section.

Professional secret

GRUPO JOMAR® relationship with its clients must be based on strict confidentiality, compliance with the legal duties established in terms of secrecy that prevent, especially revealing or using information about facts or elements related to them, except by express authorization of the same or when there is a legal obligation.

- ❑ Thus, the collaborators of GRUPO JOMAR® have the duty to guard, protect and preserve, under strict secrecy:
 - a) Everything related to the accounts and names of the clients, financial operations in general, the operations of the market room, operations on transferable securities and the services rendered.
 - b) What relates to facts or internal circumstances of GRUPO JOMAR®, in particular facts or information not published or not disclosed by the competent bodies.
 - c) The relative to facts or information whose knowledge comes to him in the performance of their respective functions.
- ❑ In contacts with customers and with the market in general, and without prejudice to the duty of confidentiality, GRUPO JOMAR® employees have the obligation to maintain maximum discretion and caution, both in the form and content and in the means used to transmission of information about other companies and customers.
- ❑ The duty of professional secrecy covers all information about GRUPO JOMAR® business, including business promotion plans, contracts, client lists, databases, patents and intellectual property, systems, computer programming, expenses, strategies and commercial competitiveness issues. .
- ❑ The duty of professional secrecy that affects employees does not end with the cessation of functions or services rendered.

Consideration of the interests of the clients

The instructions received from clients, in general, and from the services, for these, requested are executed respecting their legitimate interests, within the conditions imposed in the exercise of the activity of GRUPO JOMAR®.

- ❑ In the exercise of their functions, the collaborators of GRUPO JOMAR® must be diligent in the information and advice provided to clients, ensuring with rigor and good faith of:
 - a) The complete clarification of the characteristics of the products or services offered by GRUPO JOMAR®, as well as its correct adaptation to the situation and needs of customers.
 - b) The supply of all the necessary elements for the adoption of a reasoned decision, informing and clarifying the potential risks of the operation, as well as the existence of possible conflicts of interest and the foreseeable financial consequences.
 - c) Absolute clarity about the remuneration and guarantees of operations.
 - d) Adequate information on the expenses of operations and services.
- ❑ The provision of information and advice to clients is subordinated to the set of norms and procedures that are applicable in each function or task developed by the collaborator.
- ❑ GRUPO JOMAR® ensures that all complaints and claims received will be addressed immediately, being the subject of study and treatment, as well as for its resolution and communication to the client in the shortest possible time, and always within the maximum period prescribed in the normative.

Culture of prudent risk management

- ❑ The collaborators of GRUPO JOMAR®, who are responsible for the evaluation and management of risks, will subordinate their assessments and decisions to rigorous criteria that objectify an independent, competent and prudent management of the risks, with strict respect for internal rules and compliance rules. and by all legal and regulatory provisions, including those issued by supervisory entities.

Information

- ❑ GRUPO JOMAR® makes information about its activity available to the public, in particular regarding its economic, financial and patrimonial situation, as well as matters related to its corporate governance in a clear, relevant and updated way

Advertising and marketing

- ❑ GRUPO JOMAR® makes available information about its products, services and respective expenses, including those of a fiscal nature, in a clear, correct, safe and accessible manner, so that customers can choose freely and weighed.
- ❑ The advertising and marketing actions carried out by GRUPO JOMAR®, on its activity, products and / or services, are implemented in accordance with current legislation and under the principles of truthfulness, transparency, balance and clarity.

Quality of service

- ❑ GRUPO JOMAR® will provide its clients with a quality service, based on the best financial practices and knowledge, at the business level, which it has of all its clients, its needs, its capabilities and its potential.
- ❑ The requests of the clients will be dealt with quickly and the services will be rendered with an effective commercial and operational performance, adapting the products and the available technical means based on criteria that pursue an excellent level of relations.

Personal data protection

- ❑ GRUPO JOMAR® strictly respects the legislation and guidelines of the competent authorities in matters of protection of personal data, and in particular on the existence and modification of files, the right of access, rectification, cancellation and opposition of the personal data contained therein.

Operating rules

- ❑ GRUPO JOMAR® makes every effort to ensure that, during the normal period of operation, and except for reasons of force majeure, no activity or function is inaccessible, inactive or significantly diminished responsiveness.

Occupational medicine, hygiene and safety at work

- ❑ GRUPO JOMAR® It meets the standards of occupational medicine, hygiene and safety at work, with the employees being obliged to comply with the laws, regulations and internal regulations on these matters.

Relations with the authorities

- ❑ The employees of GRUPO JOMAR® must actively collaborate, in each of the fields of their activity and competencies, with the official and supervisory authorities, responding diligently to all their requests.

Relationship with suppliers

- ❑ The acquisition of goods and services by GRUPO JOMAR® is governed by principles of efficiency, operability and economy, ensuring transparency and equity in the relationship with the various suppliers.



GRUPO JOMAR



Code of conduct

General rules

- ❑ The collaborators of GRUPO JOMAR® will act in relations with clients and other institutions, with diligence, neutrality, loyalty, discretion and respect, aware of the interests entrusted to them.
- ❑ The collaborators will perform their duties, whatever the type, complying with the applicable legal and regulatory provisions, as well as the internal regulations, especially the Code of Conduct.

Prohibition of acceptance of benefits.

- ❑ The collaborators of GRUPO JOMAR® must not accept any advantage, including loans, gifts and other benefits or favors of people with whom they have contact in the exercise of their professional activity.
- ❑ They are exceptions to the prohibition stipulated in the previous point, and since the impartiality and independence of the collaborators in the exercise of their professional activity are not affected:
 - a. The acceptance of gifts of merely symbolic value, according to social customs, such as, for example, Christmas presents and other holidays, which do not constitute the acceptance of economic benefits.
 - b. The prohibition of acceptance of economic benefits also does not apply to low-value propaganda items, promotional gifts and offers or invitations that do not exceed those considered reasonable by social customs.

In any case, in this section and before the doubt of what can be considered reasonable in regard to benefits and gifts should be communicated to the immediate superior.

Conflicts of interest

- ❑ Collaborators can not intervene in the process of analysis and decision making of operations, contracts or other acts in which they participate directly or indirectly by themselves, or their spouses, relatives and related, from the straight line and up to the fourth degree of collateral line and the people who live with them as a union of fact or in common economy with the collaborator, or of companies or groups in which they have, directly or indirectly, any interest.
- ❑ Kinship is the link that links some people with others. It can be consanguinity, which would be the bond of blood that unites people and that of affinity, also called political, which would be the one that links one spouse with the blood relatives of the other. Within the kinship of consanguinity we must distinguish what is the straight line (ascending or descending) of what is the collateral line.
- ❑ Whenever any situation occurs, related to a collaborator or to his / her patrimony, that is susceptible to put in cause the normal fulfillment of its duties or its objective and effective performance of its functions, in the interest of GRUPO JOMAR® and its clients, the collaborator will give immediate knowledge to the hierarchical structure or, being a member of the Board of Directors, to the other members of the body.

The resolution of conflicts of interest must respect, scrupulously, the applicable legal, regulatory and contractual provisions.

Operations on financial instruments

- ❑ For own-account operations, carried out by any employee of GRUPO JOMAR®, in any market in which transferable securities or derivative financial instruments are admitted to trading, the same rules and the same internal procedures foreseen for the clients are applicable.
- ❑ In operations on transferable securities carried out by collaborators, the rules on conflicts of interest will be considered.
- ❑ The Code of Conduct in the Stock Market contains the internal policy that regulates the performance of GRUPO JOMAR® personnel and their collaborators when they carry out operations under the control of the National Securities Market Commission or equivalent international organizations.

Money laundering

- ❑ For the purposes of preventing operations related to money laundering and terrorist financing, GRUPO JOMAR® has adequate internal regulations, which include the obligations of the current legal system, as well as internal measures and procedures to comply with said obligations.
- ❑ The collaborators of GRUPO JOMAR® have the duty to strictly comply with these obligations, the duty of diligence in the knowledge of business relationships carried out by customers, the preservation of documents and the rapid communication of operations potentially suspicious of money laundering, of capital and financing of terrorism.

Market defense

- ❑ GRUPO JOMAR® and its partners will scrupulously respect the legal and regulatory provisions applicable to the financial intermediation activity in transferable securities and other financial instruments.
- ❑ Employees must behave with integrity, refraining from participating in operations on financial instruments or performing other acts that could jeopardize the regularity of operation, transparency and credibility of the market.
- ❑ The collaborators of GRUPO JOMAR® are prohibited from disclosing inaccurate, false or misleading information, as well as the performance of fictitious operations or participation in unlawful actions aimed at altering the regular functioning of the exchange, money, securities or securities markets. derived products.
- ❑ Employees who have access to privileged information related to financial instruments can not transmit this information outside the normal scope of their functions, nor use that information in an abusive manner, that is, they can not, based on said information, negotiate, advise, order , for itself or for another, directly or indirectly, to subscribe, acquire, sell or exchange these financial instruments.

Corruption

- ❑ GRUPO JOMAR® actively rejects all forms of corruption, and its employees should not engage in situations conducive to acts susceptible to association with this phenomenon.
- ❑ The activity of GRUPO JOMAR® is subject to rigorous internal control mechanisms, which include internal regulations aimed at preventing and combating corruption.

Customer complaints

- ❑ Without prejudice to what is regulated in the customer service, complaints and claims from customers, whatever the content or cause, may be presented in any Office of the commercial network of GRUPO JOMAR®, at the address of the Customer Service to the Client, through the electronic address info@grupojomar.es.
- ❑ GRUPO JOMAR® maintains a specific structure and internal regulations on complaints and claims, as well as an internal procedure to be followed, in accordance with the legislation in force, in the Regulation for the Defense of Clients of GRUPO JOMAR®.

Accompaniment and application of the code

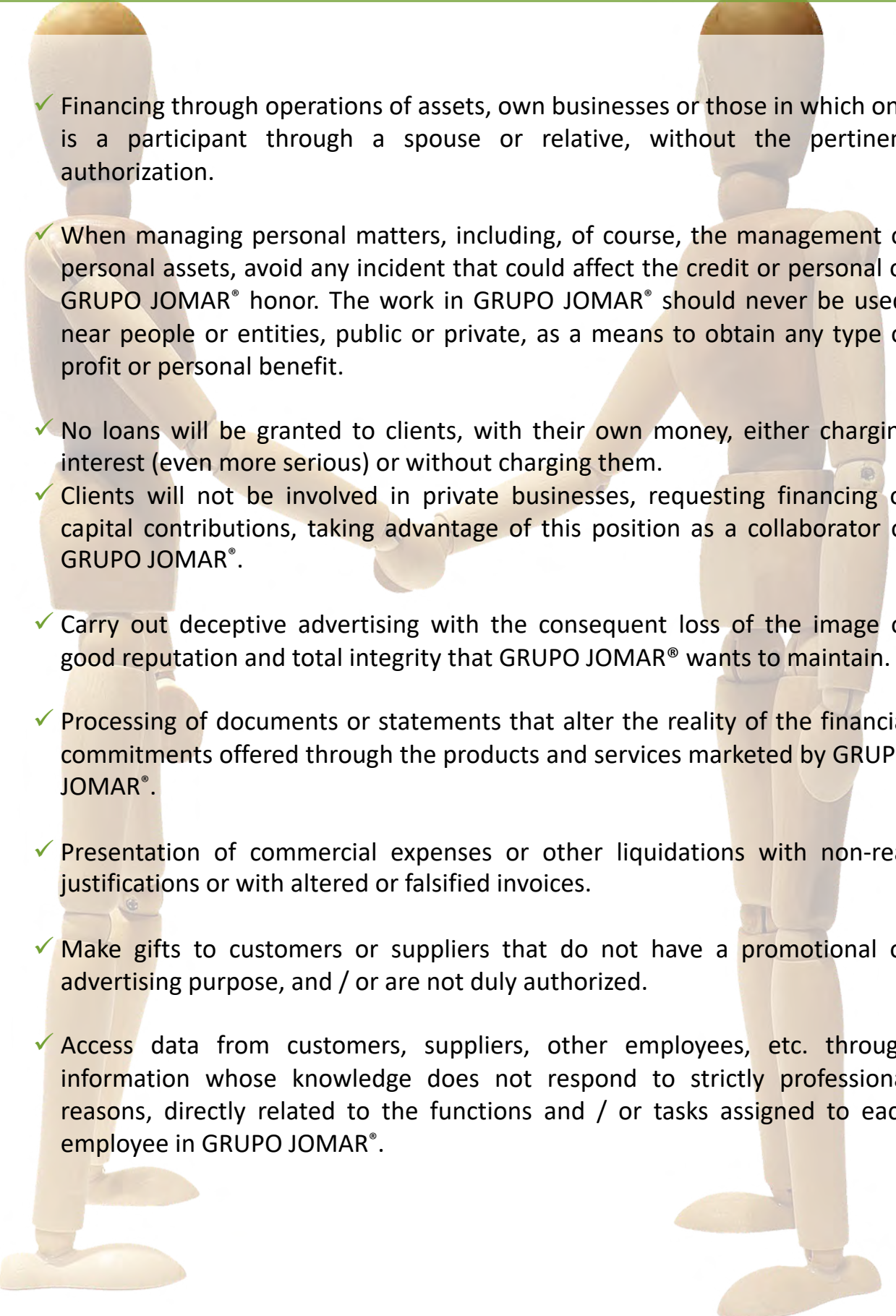
- ❑ The requests for clarification of doubts in the interpretation or application of the code of conduct should be directed to the Compliance Area that will evaluate the need for intervention of other GRUPO JOMAR® Areas.
- ❑ This Area will promote the dissemination of the Code, the awareness and training of all employees, the monitoring of its application and the respective evaluation, in collaboration with the structure bodies with related responsibilities.

Taxation

- ❑ In carrying out operations and providing services that generate fiscal effects, GRUPO JOMAR® employees will scrupulously respect the provisions of the respective laws and regulations, avoiding associating GRUPO JOMAR® in situations that are susceptible to infractions of a fiscal nature.

Irregular practices and their communication

- ❑ When the employees of GRUPO JOMAR®, in the performance of their duties, are aware or observe that events or circumstances that contravene the internal regulations or legislation or regulations, or that may generate a potential conflict of interest, must be reported immediately to the Compliance Department.
- ❑ The matters communicated, even those that give rise to doubts, will be studied quickly, leaving the identity of the person receiving the information in the strictest confidentiality, with no repercussions for the reason of having presented the information in good faith.
- ❑ All employees of GRUPO JOMAR® must avoid irregular practices, eradicating them and avoiding the negative circumstances that may result, being essential a permanent task of warning, review and control. Below, a series of practices that are absolutely prohibited are listed:
 - ✓ Use customer information for their own benefit or that of third parties, or for purposes other than those for which it was requested.
 - ✓ Leave without entering documents (vouchers, checks, promissory notes) for an indefinite period, as if it were cash, and / or without accounting.
 - ✓ Retention of notes, using as counterpart transitory or unaccounted accounts.
 - ✓ Fees in account, of fictitious amounts, having as counterpart transitory accounts, although afterwards the notes are regularized.
 - ✓ Alter valuations in income and other notes, in order to pay less interest in overdrafts.
 - ✓ Accounting manipulations to hide discoveries / excesses and alter the start date thereof.
 - ✓ Implementation of operations in favor of employees, without being authorized by the appropriate body.

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- Two light-colored wooden mannequins are standing and shaking hands. They are positioned on either side of the central text, with their arms extended towards each other. The mannequins have a simple, jointed design with visible screws at the joints.
- ✓ Financing through operations of assets, own businesses or those in which one is a participant through a spouse or relative, without the pertinent authorization.
 - ✓ When managing personal matters, including, of course, the management of personal assets, avoid any incident that could affect the credit or personal or GRUPO JOMAR® honor. The work in GRUPO JOMAR® should never be used, near people or entities, public or private, as a means to obtain any type of profit or personal benefit.
 - ✓ No loans will be granted to clients, with their own money, either charging interest (even more serious) or without charging them.
 - ✓ Clients will not be involved in private businesses, requesting financing or capital contributions, taking advantage of this position as a collaborator of GRUPO JOMAR®.
 - ✓ Carry out deceptive advertising with the consequent loss of the image of good reputation and total integrity that GRUPO JOMAR® wants to maintain.
 - ✓ Processing of documents or statements that alter the reality of the financial commitments offered through the products and services marketed by GRUPO JOMAR®.
 - ✓ Presentation of commercial expenses or other liquidations with non-real justifications or with altered or falsified invoices.
 - ✓ Make gifts to customers or suppliers that do not have a promotional or advertising purpose, and / or are not duly authorized.
 - ✓ Access data from customers, suppliers, other employees, etc. through information whose knowledge does not respond to strictly professional reasons, directly related to the functions and / or tasks assigned to each employee in GRUPO JOMAR®.



GRUPO JOMAR

Regulations for the Prevention of Money Laundering and the Financing of Terrorism

Regulations for the Prevention of Money Laundering and the Financing of Terrorism

Object

This document defines the methodology to be followed in GRUPO JOMAR® with respect to compliance with Law 10/2010 on the prevention of money laundering and the financing of terrorism, as well as the regulations for its development, approved by Royal Decree 304/2014 , from May 5.

Scope

This methodology is applicable to all GRUPO JOMAR® activities related to financial operations.

Reference documentation

- ❑ Code of Conduct of GRUPO JOMAR®.
- ❑ Directive 2005/60 / CEE of the European Parliament and of the Council, of October 26, 2005 relative to the prevention of the use of the financial system for money laundering and for the financing of terrorism (DOCE 25/11/2005).
- ❑ Commission Directive 2006/70 / EC, of August 1, 2006.
- ❑ New Forty Recommendations of the Financial Action Task Force on Money Laundering (FATF) and interpretative notes. February 2012.
- ❑ Law 10/2010, of April 28, on the prevention of money laundering and the financing of terrorism, modified by Law 19/2013, of December 9, on transparency, access to public information and good governance and by Law 21 / 2011, of July 26, electronic money.
- ❑ Royal Decree 304/2014, of May 5, which approves the Regulation of Law 10/2010, of April 28, on the prevention of money laundering and the financing of terrorism.
- ❑ Resolution of August 10, 2012, of the General Secretariat of the Treasury and Financial Policy.
- ❑ Royal Decree 1080/1991, of July 5.

Regulations for the Prevention of Money Laundering and the Financing of Terrorism

Generalities

- ❑ In criminal matters, articles 301 to 304 of the Criminal Code, in the terms in which they were drafted after the entry into force of Organic Law 5/2010, of June 22, on the reform of the Penal Code.
- ❑ Those who exercise the intermediation and financial advisory activities are obliged to prevent money laundering and terrorist financing in the terms provided in article 2.1 of the Law, hereinafter, "the subject operations".
- ❑ GRUPO JOMAR®, under the Law 10 / 2010, established strict compliance procedures. On the occasion of the promulgation of the Regulation, its revision is necessary, and this manual is formulated for this purpose.
- ❑ Regarding the prevention of money laundering and terrorist financing, GRUPO JOMAR® must comply with the obligation to inform SEPBLAC of any transaction that shows signs of being money laundering and continue with its policy of:
 - ✓ obtain from client sufficient information about their identity, real ownership and economic or professional activity and purpose of the operation;
 - ✓ establish procedures for internal control and communication, and
 - ✓ train its staff on issues related to the prevention of money laundering and the financing of terrorism.

All the activities of GRUPO JOMAR® are carried out in accordance with best practices and with strict compliance with current regulations and its purpose is not to be used to carry out any illegal operation.

Methodology

Pre-Risk Analysis

- ☐ GRUPO JOMAR® has carried out an analysis of the risk of money laundering and terrorist financing of GRUPO JOMAR®, emphasizing the types of customers, countries or geographical areas, products, services, operations and distribution channels.
- ☐ This analysis will be reviewed periodically and, in any case, when there is a significant change that could influence the risk profile of GRUPO JOMAR®, such as the provision of new services or the use of a new technology. adequate measures to manage and mitigate the risks identified in the analysis.
- ☐ All the personnel and collaborators of GRUPO JOMAR® related to the subject operations, know and comply with the rules established to know the client and detect operations that may constitute indications or certainty of money laundering or financing of terrorism.

Data of the Obligatory Subject

- ☐ Corporate name: GRUPO JOMAR, S.L.
- ☐ Address: Calle Marqués de Riscal 2, 28010 Madrid Spain
- ☐ Registration: Madrid Mercantile Registry, Volume 34.003, Folio 164, Section 8, Page M-611903, Registration 2.
- ☐ CIF: ESB21122478
- ☐ **GRUPO JOMAR®** develops among other activities, mainly those established in:
 - ✓ CNAE 6499. Other Financial Services, Except Insurance and Pension Funds N.C.O.P.
 - ✓ Investment activities on own account.

Internal Prevention Regulations

Existing Internal Regulations and Scope of Application

- ❑ The promulgation of the Regulation has prompted him to establish this manual, which contains a series of rules and procedures that will be applied in the future. Its content must be periodically updated, according to the normative development and the experience obtained. Once the initial version of this regulation and its successive modifications have been approved by the Administration body - whenever the changes have been considered significant - the representative before the SEPBLAC will be responsible for sending it to this body so that, in its case, make the observations or objections that it deems appropriate.
- ❑ The regulations contained in this manual are applicable to all members of the company in all operations subject to this law.

Communication and Access to Regulations

- ❑ The manual will be part of the internal procedures of GRUPO JOMAR®, its knowledge and compliance being mandatory for all members of the company. All will have access to their updated version, and will be involved in the prevention task, for which they will be duly informed and instructed on the matter.

Suitability of Employees, Directors and Collaborators

- ❑ When new professionals or collaborators are incorporated, the candidates will be previously asked to obtain a complete professional history, verifying the declared activities with documentation provided by the applicants and external sources. If doubts remain about the accuracy of the information received, the candidate may be asked to provide a certificate of criminal record.

Internal organization

Organizational structure

- ☐ Internal control and communication will be the responsibility of Mr. José Martínez Romero, who will also act as Compliance Officer and as a representative before SEPBLAC.
- ☐ Responsible for the system, with the collaboration of the people who depend on it, will be responsible for the application of the policies and procedures included in this manual.
- ☐ The person of the representative was duly notified to SEPBLAC.
- ☐ When there is a change of representative it will be communicated, using the corresponding form.

Responsible and Representative Functions

- ☐ The duties of the Compliance Officer will be the following:
 - ✓ Elaborate and permanently update the internal regulations and the manual, leaving a written record of the modifications, of the date of approval and of entry into force.
 - ✓ Disseminate information and the necessary documentation on prevention matters among the members of GRUPO JOMAR®.
 - ✓ Design and execute the annual training plans.
 - ✓ Detect, analyze and communicate, where appropriate, to the SEPBLAC, with criteria of safety, speed, efficiency and coordination, all risk operations, abnormal, unusual in which there are indications or certainty of being related to money laundering and the financing of terrorism, hereinafter "operations".

Regulations for the Prevention of Money Laundering and the Financing of Terrorism

- ✓ Provide the SEPBLAC and the other authorities (judicial, police, administrative) with the information they require in the exercise of their powers, keeping professional secrecy.
 - ✓ Examine with special attention any operation that due to its amount or its nature may be particularly related to the financing of terrorism.
 - ✓ Decide on the relevance of the communications that must be made to SEPBLAC regarding operations for which there are indications or certainty that they are related to the financing of terrorist activities.
 - ✓ Receive communications of operations in which there are indications or certainty of being related to the facts described above and proceed to its study and assessment.
 - ✓ Promote the modifications of the present internal procedure, when it deems necessary.
 - ✓ Keep with the utmost diligence the documentation generated by each incident that is reported.
 - ✓ Train professionals and staff in the areas of prevention of money laundering and financing of terrorism.
- For its part, the representative will be responsible for:
- ✓ Appear in the eventual administrative or judicial procedures related to these matters.
 - ✓ Make communications to the SEPBLAC regarding operations in which there is certainty or signs of money laundering or financing of terrorism.
 - ✓ Convene the meetings of the internal control body.
 - ✓ Keep the rest of the members of GRUPO JOMAR® and the personnel working there informed of any circumstance that could alter the prevention policy contained herein.

Regulations for the Prevention of Money Laundering and the Financing of Terrorism

Meetings, Minutes and Agreements

- ❑ The Responsible for Compliance will convene the meetings it deems appropriate, provided that the circumstances so demand and, at least, on a character basis (monthly or quarterly according to the number of cases). The agreements of each of its meetings will be included in the corresponding minutes. Said minutes, which will be part of the documentation of the entity's money laundering and terrorist financing prevention system, will describe during the reference period:
 - ✓ The matters that should be the subject of study because they constitute those who exercise the activities of GRUPO JOMAR® in regulated entities and the result of the examination.
 - ✓ A summary of the analysis carried out of operations capable of offering evidence or certainty and of the communications made to SEPBLAC, as the case may be.

Due Diligence Measures

Applicable with General Character

- ❑ All the measures detailed in the following sections refer to subject transactions.
- ❑ The study of the client begins with the verification of your identity through reliable documents, which allow you to know before performing any operation on your own. In no case may a matter be assumed without having previously followed the identification rules established below, without prejudice to the provisions of Article 12 of the Law and Article 4 and following of the Regulations.
- ❑ The identity document will be collected from the client and a copy will be kept in the file.

Regulations for the Prevention of Money Laundering and the Financing of Terrorism

- ❑ The manifestation of the actual ownership of the operation will be collected (individuals with possession or control, direct or indirect, of more than 25% of the capital or voting rights of a client who is a legal entity or who by other means exercise control of his management). In the event that such persons do not exist, their administrators will be considered real owners.
- ❑ It will be stated whether the client or his relatives and close friends perform public responsibilities at present or during the two preceding years.
- ❑ It will be collected from the client in order to verify the information provided the complementary documentation that, for each case, is indicated:
- ❑ Customers legal entities:
 - ✓ Accurate documentation accrediting your name, legal form, address and corporate purpose (deeds, consultation of the Mercantile Registry and similar).
 - ✓ Powers and the identity of the people acting on their behalf. Customers natural persons;
 - ✓ National Identity Document, residence card, foreigner identity card, passport or identification document valid in the country of origin that incorporates a photograph of its owner,
 - ✓ Powers and identity of the people acting on their behalf.
 - ✓ Copy of all the documentation related to the identification of clients, including the customer identification form, must be duly filed and kept in a special file.
 - ✓ Likewise, in advance, you must claim and obtain information from customers about the purpose and nature of the business relationship. In particular, information will be collected in order to know the nature of their professional or business activity, and adopt measures aimed at verifying reasonably the veracity of said information.

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- ✓ Finally, the business relationship should be monitored in the case of durable and non-sporadic relationships, on a regular basis and, in the case of customers with higher than average risk, on an annual basis.
- ✓ Such measures shall consist of the establishment and application of verification procedures for the activities declared by the clients, according to the level of risk.
- ✓ However, the professionals on GRUPO JOMAR® staff and / or their collaborators will proceed to identify the client and the real owner in all those cases not included in the cases that make him / her an obligated subject, if he / she notices once the intervention begins, circumstances indicative of the real activities of the client or of the origin of the funds or of their patrimony that could induce him to suppose the existence of some previous illegality.

Customer Admission Policy

- ☐ In general, the following due diligence measures will be applied:
 - ✓ Formal identification in the terms established in Section 6.5.1.
 - ✓ Identification of the real holder.
 - ✓ Information on the purpose and expected nature of the business relationship.
 - ✓ Information about the exercise by the client or his relatives or relatives of important public functions abroad or in Spain, in political positions or equivalent, currently or in the two previous years.

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- ❑ With respect to those customers and operations to which the simplified measures provided for in the Law are applicable, one or more of the following measures will be applied depending on the risk:
 - ✓ The formal identity and the real holder will be verified after the establishment of the business relationship, with no more than 2 months to pass, in the case of transactions exceeding 5,000 Euros.
 - ✓ The documentation provided each year will be reviewed.
 - ✓ The business relationship will be monitored every year.
 - ✓ No information will be gathered about the business or professional activity of the client, inferring the type of operations or business relationship established.
- ❑ If in the process of admission of the client there are indications or certainty of money laundering or terrorism financing, or of risks above the average, these measures can not be applied but those that apply in application of this manual.
- ❑ They will not be accepted as clients:
 - ✓ Those who, due to the circumstances in which they attend, do not appear to carry out professional or business activities or have means compatible with the operation they intend to carry out, those that do not provide the data requested from them in order to verify their identity, identity of the real owner, where appropriate or conceal or falsify, those in respect of which it is verified that the data provided by them do not correspond to reality and those that, because they come from remote jurisdictions, make it impossible to comply with the obligations imposed by the Law .
 - ✓ Those legal persons whose ownership or control structure could not be determined.

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- ❑ Those with one or more of the following characteristics will be considered customers with a risk higher than the average:
 - ✓ Those that result from the previous risk analysis described in the introduction of this manual
 - ✓ Companies with bearer shares allowed under article 4.4. of the law.
 - ✓ Nationals or residents in countries, territories or jurisdictions at risk or involving transfers from or to such countries, territories or jurisdictions, including countries for which the Financial Action Task Force (FATF) requires the application of enhanced diligence measures.
 - ✓ People with public responsibility.
 - ✓ Companies whose capital is not sufficient to carry out the activities that it projects, unless its sources of financing are known
 - ✓ The transfer of shares or shares of pre-constituted companies.
- ❑ In such cases, one or more of the following enhanced risk-based due diligence measures will be used:
 - ✓ The documentation obtained in the customer acceptance process will be reviewed each time an operation is carried out with it.
 - ✓ Documentation or additional information about the purpose and nature of the business relationship will be obtained.
 - ✓ Additional documentation will be obtained in order to determine the origin of the assets and the funds with which the operation will be carried out.
 - ✓ Authorization of the Compliance Officer will be obtained to admit that client.

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- ✓ Payments will be required to be made from an account in the name of the client opened in a credit institution domiciled in the European Union or in equivalent third countries in accordance with the Resolution of August 10, 2012, of the General Secretariat of the Treasury and Policy Financial, for which the Agreement of July 17, 2012, of the Commission for the Prevention of Money Laundering and Monetary Infractions is published, by which the jurisdictions that establish requirements equivalent to those of the Spanish legislation for the prevention of money laundering are determined of capital and financing of terrorism.
- ✓ Documentation or additional information about the purpose of operations will be obtained.
- ✓ The economic logic of the operation will be examined and documented.
- ✓ The congruence of the business relationship or operations will be examined and documented with the documentation and information available about the client.
- ✓ There will be a reinforced follow-up of the business relationship every six months.
- ✓ The nature or amount of the operations or means of payment used will be limited, according to the specific case.

The Responsible for Compliance will adopt the final decision in relation to the admission or not of a specific client.

Regarding the regular customers of GRUPO JOMAR®

- ☐ The due diligence measures that were already applied at the time will be applied again, when a significant operation occurs due to its volume or complexity.
- ☐ They will apply in any case to existing customers immediately.
- ☐ The client database will be updated in terms of real ownership for the inclusion of administrators as real owners of legal entities in the cases of Article 8.b of the Regulation immediately.
- ☐ The application of simplified due diligence measures to customers that benefited from the simplified due diligence regime at the entry into force of the Regulation, must be made according to the risk and within a maximum period of three years from its entry into force.

Conservation of Documentation

- ☐ The following documents must be kept:
 - ✓ Copy of the required documents in application of due diligence measures, for a minimum period of ten years from the execution of the operation or termination of the relationship with the client. Copies of the formal identification documents must be stored on optical, magnetic or electronic media.
 - ✓ Original or copy of the documents or records that adequately certify the operations and the intervening parties during a minimum period of ten years from the execution of the operation. In addition, all transactions and business relationships must be kept during the same minimum period as of their execution or termination in such a way that they can have probative effect if necessary.
 - ✓ Documents in which compliance with the communication and internal control obligations and the performance of a special examination is formalized.

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- ✓ The copies of the documentation will be made in GRUPO JOMAR® with the original documents in view.

Operations Detection

- ❑ Every member of GRUPO JOMAR® has the obligation to examine with special attention any subject operation, regardless of its amount, that could show signs of being related to money laundering or terrorist financing, transferring it to the Responsible for Compliance so that it may decide if its communication to the SEPBLAC is appropriate.
- ❑ For these purposes, the operations included in the exemplary catalog of operations for the risk of money laundering for professionals (COR) approved by the SEPBLAC, which is annexed to this manual, will be considered a frame of reference.
- ❑ Whoever has detected any of these circumstances will immediately inform the control body.
- ❑ Once the communication is made to the control body, the communicator will be exempt from liability. Whatever the criteria adopted by the control body with respect to the communications made, the caller will be informed of the course given.

Analysis of Operations

- ❑ The Responsible for Compliance will carry out the additional research efforts on the detected operations as deeply and quickly as possible, by obtaining all the available information and documentation, and the global investigation of the operations of the clients, contemplating the possible relationship with other clients or sectors of activity.
- ❑ In view of all the documentation collected, the Compliance Officer will decide on the origin of his communication to SEPBLAC. In the affirmative case, the operation will be communicated, along with the documentation that supports the steps taken.

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- ❑ For this purpose, the form or means of electronic communication provided in each case by SEPBLAC will be used. Analyses of risk operations (abnormal, unusual or potentially indicative or certain) of the deliberations, as well as those reported to the SEPBLAC, shall be recorded. In particular, these records will refer to each operation studied, client, identification, reason for the alert, extension of data made if necessary, decision adopted for remission or file and reason, as well as any other data or background that, to the view of the concrete operation, it will be relevant for its evaluation.

Communication to the SEPBLAC of Operations

- ❑ Communications from the control body to the SEPBLAC will be carried out immediately, as soon as there is security or a reasonable indication that the operations analyzed are related to money laundering or terrorist financing. For communications, the form or means of electronic communication provided in each case by SEPBLAC will be used.
- ❑ In communications, you should be informed of:
 - ✓ Relationship and identification of the individuals or legal entities that participate in the operation and concept of their participation in it.
 - ✓ Known activity of the individuals or legal entities that participate in the operation and correspondence between the activity and the operation.
 - ✓ Procedures performed by the reporting party to investigate the operation reported.
 - ✓ Statement of the circumstances from which the indication or certainty of a relationship with money laundering or with the financing of terrorism can be inferred or that show the lack of economic, professional or business justification for carrying out the operation.
 - ✓ Any other relevant data for the prevention of money laundering or terrorist financing deemed necessary or convenient.

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- ✓ The professionals of GRUPO JOMAR® are aware of the absolute prohibition to disclose to the client or to third parties that information has been communicated to SEPBLAC or that an operation is being examined or can be examined.

Collaboration with the Commission for the Prevention of Money Laundering

- ❑ Regardless of the individual communication of suspicious transactions included in the previous section, GRUPO JOMAR® will collaborate with said Commission or its support bodies, facilitating in accordance with current legal regulations the documentation and information required in the exercise of its powers. , on whether they maintain or have maintained business relationships with certain natural or legal persons over the past ten years and on the nature of those relationships, keeping professional secrecy.
- ❑ The representative before the SEPBLAC will be responsible for:
 - ✓ Receive the requirements.
 - ✓ Execute the necessary actions of internal investigation within GRUPO JOMAR®, to respond to the requirements, always within the indicated periods.
 - ✓ Send the response to the Service, containing the required data.

Staff Training

- ❑ GRUPO JOMAR® has established measures to achieve improvement in the task of preventing money laundering and financing of terrorism. These measures include the participation of the representative for transmission to the remaining professionals and staff, in accordance with a training plan, in specific training courses aimed at detecting operations that may be related to money laundering or financing of terrorism. and instruct them on how to proceed in such cases.

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- ❑ The courses can be face-to-face, taught by the representative, by external consultants, institutions such as the Bar Associations or the General Council of the Spanish Law, or by internal personnel of the Office, or at a distance, keeping in any case a documentary trail of the details of the training activity carried out and the signature of the professionals who made it.

External Exam

- ❑ The internal control measures established shall be subject to annual review by an external expert. The annual review may be replaced in the following two years by a follow-up report.
- ❑ The results of the examination will be recorded in a written report that will describe the existing internal control measures, evaluate their operational efficiency and propose, if necessary, any rectifications or improvements.
- ❑ The necessary measures will be adopted without delay, in order to solve the deficiencies identified. Those deficiencies that can not be corrected immediately will be subject to a remedy plan prepared by the administration body, with a precise calendar for the implementation of corrective measures that may not exceed one calendar year. The report shall in all cases be available to the Commission or its bodies during the five years following the date of issue.

Internal review

- ❑ Without prejudice to the review carried out by the external expert, the administrative body will carry out an internal review, on an annual basis, of all the procedures approved by GRUPO JOMAR® regarding the prevention of money laundering and the financing of terrorism. Any irregularity that is detected will be brought to the attention of the control body, which will take charge of rectifying it as soon as possible.

Annex Sample catalog of money laundering risk operations for professionals prepared by SEPBLAC

- ☐ The purpose of this list is to guide professionals on some of the types of operations with potential risk of links with money laundering activities for the purposes of article 16.1.b) of the Regulations of Law 19/1993, of December 28.
- ☐ It is not a list that lists all possible cases of operations related to money laundering; neither does it imply that all operations included must necessarily be linked to money laundering.
- ☐ The purpose of the list is to offer professionals support regarding the identification of a series of factors and operations in which a certain degree of relation with money laundering has been appreciated, based on the experience of the different units of the Commission for the Prevention of Money Laundering and Monetary Infractions.
- ☐ The list is intended to provide examples for the evaluation by the professional of their risk positions, depending on their different business lines or the profile of their different types of customers.
- ☐ In any case, if we see the presence of operations apparently linked to the laundering of capital from the activities indicated in Article 1 of the Development Regulation of Law 19/1993, of December 28 and, in particular, if operations are appreciated complex, unusual or that have no apparent economic or lawful purpose, the professional will examine them with special attention, reviewing in writing the results of the examination.

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- ❑ It is necessary to remember that the regulations on this matter have an eminently preventive nature, with the aim of preventing funds originating in criminal activities from being channeled through this sector. Therefore, it is considered essential to reinforce two types of measures:
 - ✓ First, those aimed at detecting suspicious transactions before they are carried out, in order to prevent funds of illicit origin from entering the system.
 - ✓ Second, those that allow deepening the analysis of suspicious transactions, when it is impossible to detect them previously, because only through this way will the necessary knowledge be available to prevent them from being carried out.
 - ✓ Finally, it is also convenient to remember that the communications made to the Executive Service of the Commission for the Prevention of Money Laundering and Monetary Infractions (SEPBLAC) pursuant to the provisions of section 1 (b) of Article 16 of the Regulations of the Law 19/1993, must contain in all cases the information and data required in section 4 of article 7 of said Regulation. The present catalog is understood without prejudice to the professional secrecy obligations legally established.

Indicators and Examples:

Risk associated with clients

- ☐ Anonymous customers
- ☐ Impossibility to know or verify customer data.
- ☐ Clients who refuse or resist providing the necessary information to know their activities or normal information in a professional relationship.
- ☐ Clients that provide false or erroneous information or information difficult to verify by the professional.
- ☐ Clients resident in tax havens, in non-cooperative countries or territories in the fight against money laundering and the financing of terrorism, or in States where there is knowledge of the existence of particularly active criminal organizations (for example, drug trafficking, activities terrorists, organized crime or human trafficking).
- ☐ Clients with a police or criminal record published or linked to persons subject to a prohibition to operate or terrorist financing activities.
- ☐ Clients who have the condition or are related to 'people of the political environment' (that is, people who perform or have performed relevant public functions).
- ☐ Customers who provide the same address or telephone number as another customer, with whom they do not seem to have a relationship.
- ☐ Clients that terminate the professional relationship by being required to provide information.
- ☐ Clients in respect of which there are indications that they are acting for others, trying to hide the identity of the real client.

Risk associated with legal entities

- ☐ Incorporation of companies with cash capital.
- ☐ Simultaneous constitution of several companies in which the same natural or legal person intervenes when there is no economic logic or when there are anomalous circumstances (for example, partners or non-resident administrators, intervention of minors or disabled persons).
- ☐ Constitution of companies in which it is a question of avoiding the declaration of unipersonality by granting testimonial participations of less than 1%.
- ☐ Incorporation of companies, or capital increases, with non-monetary contributions consisting of properties whose valuation does not take into account the revaluation of assets in terms of the market price of the properties contributed.
- ☐ Incorporation of companies with the sole purpose of having the assets appear in their name by bringing a front man in front of them linked to the real owner.
- ☐ Contribution of real estate to the social capital of a company that does not have an establishment open to the public in the national territory.
- ☐ Transfers of shares or social participations out of organized markets among non-residents, agreeing that the price, form of payment and other conditions of the transaction have been made abroad, confessing to have received the price in advance and delivering an effective letter of payment.
- ☐ Sale of shares or participations to persons without any reasonable relationship with the previous shareholders in a short period after the company is registered in the Commercial Registry.
- ☐ Acquisition of companies in liquidation when the circumstances do not have economic logic.

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Risk associated with representatives or administrators

- ☐ Granting of powers by resident persons in favor of non-residents, particularly if they reside in tax havens, for the acquisition, alienation, donation of goods or the management or transfer of funds in national territory.
- ☐ Appointment of administrators in which it is evident that there is no competition or suitability necessary for the performance of the position.
- ☐ Appointment of the same sole or joint administrator with simultaneous character in several companies without apparent motivation.
- ☐ Appointment of sole administrator to non-residents or domiciled in tax havens.
- ☐ Appointment of an external administrator to the participants or promoters of the company if they manifestly do not know the activity and purpose of the company.
- ☐ Person who regularly appears in business constitutions that immediately pass to another person.

Risk associated with operations

- ☐ Operations in which prices are notoriously lower than those of the market.
- ☐ Operations in which unusual or unnecessarily complex legal figures are used that apparently lack economic logic.
- ☐ Operations that do not correspond to the nature, volume of activity or operational history of the client.
- ☐ Operations in which the payment is made in metallic currency, bank notes, bearer checks or other anonymous instruments.
- ☐ Transactions in which the payment is made by international transfer in which the identity of the payer or the number of the originating account is not contained.
- ☐ Operations in which the payment is made by endorsement of a third party's check.

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- ☐ Transactions in which the payment is made through funds from tax havens, countries or non-cooperating territories in the fight against money laundering and the financing of terrorism, or States where there is knowledge of the existence of particularly active criminal organizations (for example, drug trafficking, terrorist activities, organized crime or trafficking in human beings).
- ☐ Successive disposals of real estate or properties, which are carried out in unusually brief periods and which imply an increase in the acquisition value.
- ☐ Transmissions between residents in which they declare having received the price in advance and granting a payment letter without specifying the monetary instruments used and the data for their total identification and verification.
- ☐ Registration of the sale of a plot of land and subsequent registration of the declaration of a new construction that has been completely completed, after a period of time in which it is materially impossible to have carried out the construction according to the characteristics of the same.
- ☐ Registration of a new work declaration completed by a non-resident entity without a permanent establishment in which it is stated that the construction was carried out at its own expense without contracting or providing materials.
- ☐ Amounts received in deposit, especially in cash, to give them an application provided by the depositor for apparently unusual or unusual purposes.

Risk associated with employees and related professionals

- ☐ Sumptuous lifestyle or that does not correspond to their apparent income.
- ☐ Refusal or resistance to enjoy vacations or permits.
- ☐ Negative or resistance to changes in their professional responsibilities, especially if they are favorable (promotions or promotions).
- ☐ Significant and unexpected increase in your results.

❑ CRS Customer Statement Form

The following form is intended to comply with the regulatory requirements regarding mutual assistance and automatic exchange of information on tax matters applicable in Spain. In the Common Reporting Standard (CRS) of the OECD, subscribed by Spain, which establishes the obligation to identify the tax residence of the people who hold or control certain financial accounts and to report them to the Agency State Tax Administration (AEAT).

In completing this form, GRUPO JOMAR® cannot provide advice to account holders on their status in accordance with said regulations, so, in case of doubt, we recommend that you go to your tax advisor. You can find more information on CRS regulations in Royal Decree 1021/2015 dated November 13, 2015 and on the OECD Portal on CRS: <http://www.oecd.org/tax/automatic-exchange/>

In the event that you do not provide this form in a maximum period of 90 days from the date you request the contracting of a product, GRUPO JOMAR® informs you that it is obliged to block the operation of charges, credits or any other operations in the accounts up to the moment of their contribution.

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FORMULARIO CRS DECLARACIÓN DEL CLIENTE

El presente formulario tiene por objeto cumplir con los requerimientos normativos en materia de asistencia mutua y de intercambio automático de información en materia fiscal aplicables en España. En particular la normativa Common Reporting Standard (CRS) de la OCDE, suscrita por España, que establece la obligación de identificar la residencia fiscal de las personas que ostenten la titularidad o el control de determinadas cuentas financieras y de informar acerca de las mismas a la Agencia Estatal de Administración Tributaria (A.E.A.T.).

En la cumplimentación del presente formulario GRUPO JOMAR, S.L. no puede prestar asesoramiento a los titulares de las cuentas sobre su estatus de acuerdo con dicha normativa, por lo que, en caso de existir dudas, recomendamos que acuda a su asesor fiscal. Puede encontrar más información sobre la normativa CRS en el Real Decreto 1021/2015 de fecha 13 de noviembre de 2015 y en el Portal de la OCDE sobre CRS: <http://www.oecd.org/tax/automatic-exchange/>

En caso de que no aporte cumplimentado el presente formulario en un plazo máximo de 90 días a contar desde la fecha en la que solicite la contratación de un producto, GRUPO JOMAR, S.L. le informa de que está obligada a bloquear la operativa de cargos, abonos o cualesquiera otras operaciones en las cuentas hasta el momento de su aportación.

Parte 1. Información general del titular

Razón social:

Si tiene **NIF español**, por favor indíquelo:

País de constitución (no abreviar):

Domicilio social completo Calle, número, piso, puerta o, punto km, código postal, municipio, provincia y país:

Domicilio de correspondencia (si es distinto del domicilio social)

Calle, número, piso, puerta o, punto kilométrico cuando sea aplicable, código postal, municipio, provincia y país:

Parte 2. País(es) o jurisdicción(es) de residencia fiscal*

País(es) o jurisdicción(es) de residencia fiscal*	Número de identificación fiscal (o TIN*) o equivalente en cada país o jurisdicción de residencia	No es posible proporcionar TIN* (marque con una X la causa)		
		La jurisdicción no emite TIN*	TIN* no disponible por otras razones (a explicar en siguiente cuadro)	TIN* no puede ser revelado porque es confidencial en el país de residencia fiscal
1				
2				
3				

Si el TIN no está disponible, indique a continuación la justificación:

País	Razón de que el TIN no esté disponible en el país(es) o jurisdicción(es) de residencia fiscal
1	
2	
3	

Si el titular no tiene residencia fiscal en ningún país o jurisdicción (por ejemplo, por aplicación de régimen de atribución de rentas, transparencia fiscal, o similar), **por favor marque esta casilla:**

☐ La entidad* titular manifiesta que no tiene residencia fiscal en ningún país o jurisdicción.

* Ver Glosario con definiciones

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Regulations for the Prevention of Money Laundering and the Financing of Terrorism



FORMULARIO CRS DECLARACIÓN DEL CLIENTE

Parte 3. Clasificación del titular a efectos de la normativa sobre asistencia mutua

3.1. Clasificación del titular a efectos CRS*

3.1.1 ¿Es el titular una persona no sujeta a comunicación de información*? (A cumplimentar por todas las entidades).

- ☐ Banco central*
- ☐ Entidad estatal*
- ☐ Organización internacional*
- ☐ Entidad cotizada en mercados de valores reconocidos o una vinculada*
- ☐ Ninguna de las anteriores

Si ha marcado "Ninguna de las anteriores", deberá cumplimentarse el apartado 3.1.2 (Entidad no financiera) o, alternativamente, el 3.1.3 (Institución financiera), según proceda:

3.1.2 Entidad no financiera

- ☐ Entidad No Financiera Activa*
- ☐ Entidad No Financiera Pasiva* (Opción por defecto si no es "Entidad No Financiera Activa". Deberá cumplimentar Personas de Control en Anexo).

3.1.3 Institución financiera.

- ☐ Entidad de inversión gestionada por una Institución financiera* (Cumplimente Anexo). Otras Instituciones financieras*.

Inscrita en el Registro Mercantil de Madrid, Tomo 34.003, Folio 164, Hoja M-611303 NIF/VIES ES021122476

* Ver Glosario con definiciones

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FORMULARIO CRS DECLARACIÓN DEL CLIENTE

Parte 4. Declaración y firma

1. Declaración a efectos de la obligación de información acerca de cuentas financieras en el ámbito de la asistencia mutua (artículo 37 bis RGAT*). La presente declaración se presenta a los efectos del cumplimiento por la institución financiera de la obligación de identificación de residencia, o en su caso, nacionalidad a que se refiere el artículo 37 bis RGAT. El abajo firmante declara bajo su responsabilidad que la presente declaración es completa en lo relativo a su residencia fiscal y, en su caso, nacionalidad e incluye por tanto la totalidad de los países o jurisdicciones fiscales en donde tenga su residencia fiscal.

La Agencia Estatal de Administración Tributaria (A.E.A.T.) podrá requerir al declarante la verificación de los datos que figuran en la presente declaración. Asimismo, podrá exigir las responsabilidades a que hubiera lugar en el caso de demostrarse la falsedad o incorrección de los mismos.

2. Cambios de circunstancias: la presente declaración tendrá validez indefinida, salvo que se produzcan variaciones en los datos declarados. El titular se compromete a informar de cualquier posible modificación en los datos declarados en el presente formulario en un plazo de 30 días desde el cambio de circunstancias mediante la presentación de un nuevo formulario.

Responsable:	GRUPO JOMAR, S.L. con domicilio social en C/ Marqués del Riscal, 2, 28010 de Madrid y CIF B21122478.
Finalidades:	<ul style="list-style-type: none">• Desarrollo, mantenimiento y control de la relación contractual y precontractual.• Solicitar y comunicar información a/de la Central de Información de Riesgos del Banco de España (CIRBE), ficheros de solvencia patrimonial y crédito o informes comerciales, así como evaluar su solvencia en base a los mismos.• Utilización y cesión de datos derivados de la relación contractual para realización de análisis y estudios estadísticos o de mercado.• Envío de campañas comerciales, comunicación de ofertas de productos, servicios y promociones, tanto de Bankia como de terceros, y elaboración de perfiles.• Cesión y comunicación de datos personales a empresas del Grupo, participadas y auxiliares, así como a terceras entidades con finalidad comercial.
Legitimación:	Ejecución del contrato Cumplimiento de una obligación legal Interés legítimo Consentimiento del interesado
Destinatarios:	No se cederán datos a terceros, salvo: (i) obligación legal; (ii) sea necesario para el mantenimiento y control de la relación contractual; (iii) que el TITULAR haya consentido previamente. Así mismo, podrán realizarse transferencias de datos a terceros países en los términos señalados en la Información Adicional.
Derechos:	Puede ejercer sus derechos de acceso, rectificación, supresión, limitación, oposición y potabilidad, así como otros derechos detallados en la Información Adicional de Protección de Datos, mediante comunicación a las siguientes direcciones, acreditando su identidad: Correo electrónico: RCPD@grujomar.es CL Marqués del Riscal 2, 28010 de Madrid.
Información Adicional:	Puede consultar la Información Adicional de Protección de Datos actualizada en nuestras oficinas o en el siguiente enlace: https://www.grujomar.es/politica-de-privacidad/

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Asimismo, en caso de haber cumplimentado uno o varios países de residencia fiscal distintos de España en la Parte 2 del presente formulario, le informamos de que dichos datos personales podrán ser comunicados a la Agencia Estatal de Administración Tributaria (A.E.A.T.) y podrán ser cedidos, posteriormente, por ese Organismo, a autoridades competentes extranjeras en cumplimiento de lo establecido en la Ley General Tributaria.

Tipo de declaración: ☐ Alta ☐ Modificación

En con fecha / /

Datos del representante

Nombre completo:

Documento de identificación:

Tipo de representación:

Firma:

Inscrita en el Registro Mercantil de Madrid, Tomo 34.000, Folio 164, Hoja M611903 NIF/VES E592112278

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Anexo – Identificación de la persona que ejerza el control* sobre la entidad

Razón social de la entidad:

Número de personas que ejercen el control del titular: (Imprímense tantas páginas como sea necesario)

Persona N°:

Nombre completo+Apellidos:

País(es) de residencia fiscal:

País(es) o jurisdicción(es) de residencia fiscal*	Número de identificación fiscal (o TIN*) o equivalente en cada país o jurisdicción de residencia	No es posible proporcionar TIN* (marque con una X la causa)		
		La jurisdicción no emite TIN*	TIN* no disponible por otras razones (a explicar en siguiente cuadro)	TIN* no puede ser revelado porque es confidencial en el país de residencia fiscal
1		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Si el TIN* no está disponible, indique a continuación la justificación:

País	Razón de que el TIN no esté disponible en el país(es) o jurisdicción(es) de residencia fiscal
1	
2	
3	

Fecha de nacimiento (dd/mm/aaaa)

Domicilio completo: Calle, número, piso, puerta, o punto km, cuando sea aplicable, código postal, municipio, provincia y país.

Motivo por el que es persona que ejerce el control:

- ☐ A la fecha de firma del presente documento la persona física arriba indicada tiene, directa o indirectamente, más del 25% del capital social o de los derechos de voto del cliente, o bien ejerce por otros medios el control (gestión efectiva) del cliente:

Relación con la entidad (marque con una X)		
>25% Capital	>25% Derechos Voto	Otros Medios ⁽¹⁾
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

- ☐ No existe persona física alguna que posea o controle, de forma directa o indirecta, un porcentaje superior al 25% del capital social de la entidad ni de los derechos de voto de ésta; ni que tampoco ejerza por otros medios el control de la gestión del cliente. En consecuencia, el Administrador de la entidad que figura en la parte superior de este Anexo, queda identificado como el titular real a los oportunos efectos legales.

(1) En caso de que haya marcado como relación "Otros Medios", seleccione el detalle del motivo marcando con una X donde corresponda en la siguiente lista, según el tipo de entidad:

- ☐ En caso de Fundación, miembro del Patronato
- ☐ En caso de Asociación, miembro del órgano de representación o Junta Directiva
- ☐ En caso de fideicomiso, fideicomitente
- ☐ En caso de fideicomiso, fideicomisario
- ☐ En caso de fideicomiso, protector
- ☐ En caso de fideicomiso, beneficiario
- ☐ En caso de fideicomiso, por otras razones
- ☐ En caso de instrumento jurídico, equivalente al fideicomitente
- ☐ En caso de instrumento jurídico, equivalente al fideicomisario
- ☐ En caso de instrumento jurídico, equivalente al protector
- ☐ En caso de instrumento jurídico, equivalente al beneficiario
- ☐ En caso de instrumento jurídico, por otras razones

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Banco central: por "banco central" se entiende una institución que, por ley o normativa estatal, es la principal autoridad, distinta del gobierno del país o jurisdicción, emisora de instrumentos destinados a circular como medios de pago. Dicha institución puede incluir una agencia institucional independiente del gobierno del país o jurisdicción, que puede ser o no propiedad total o parcial del país o jurisdicción.

CRS: *Common Reporting Standard*

Compañía de seguros específica: por "compañía de seguros específica" se entiende toda entidad que sea una compañía de seguros (o la sociedad de control de una compañía de seguros) que comercializa o que está obligada a efectuar pagos en relación con:

- I. contratos de seguro con componente de inversión o ahorro (seguros de vida-ahorro) o
- II. contratos que consistan en el pago de rentas (p.ej. rentas temporales o vitalicias).

Directiva 2011/16/UE: Directiva 2011/16/UE del Consejo de 15 de febrero de 2011 relativa a la cooperación administrativa en el ámbito de la fiscalidad y por la que se deroga la Directiva 77/799/CEE, modificada por la Directiva 2014/107/UE del Consejo de 9 de diciembre de 2014 que modifica la Directiva 2011/16/UE por lo que se refiere a la obligatoriedad del intercambio automático de información en el ámbito de la fiscalidad.

Entidad: por "entidad" se entiende una persona jurídica o instrumento jurídico, como una sociedad de capital, una sociedad de personas, un fideicomiso o una fundación.

Entidad estatal: por "entidad estatal" se entiende la Administración de un país o jurisdicción, sus subdivisiones políticas (incluidos los Estados federados, provincias, condados o municipios), o cualquier organismo o agencia institucional que pertenezca en su totalidad al mismo o a cualquiera de los entes mencionados (constituyendo cada uno de ellos una "entidad estatal"). Están incluidas en esta categoría las partes integrantes, entidades controladas y subdivisiones políticas de un país o jurisdicción.

- a) Por "parte integrante" de un país o jurisdicción se entiende cualquier persona, organización, agencia, departamento, fondo, organismo u otro órgano, cualquiera que sea su denominación, que sea una autoridad estatal del mismo. Los ingresos netos de la autoridad estatal deben abonarse en la cuenta de esta o en otras cuentas del país o jurisdicción, sin que ninguna parte pueda revertir en beneficio de un particular. No se consideran parte integrante las personas físicas que son monarcas, funcionarios o administradores cuando actúan a título personal o privado.
- b) Por "entidad controlada" se entiende una entidad que es formalmente diferente del país o jurisdicción o que constituye en algún otro sentido una entidad jurídica aparte, siempre que: i) la entidad esté controlada o sea propiedad, en su totalidad, de una o varias entidades estatales, directamente o a través de una o varias entidades controladas, ii) los ingresos netos de la entidad se abonen en la cuenta de esta o en las cuentas de una o varias entidades estatales, sin que ninguna parte de dichos ingresos pueda revertir en beneficio de un particular, y iii) los activos de la entidad se atribuyan en el momento de su disolución a una o varias entidades estatales.
- c) No se considera que los ingresos revierten en beneficio de particulares si estos son los beneficiarios de un programa público, y las actividades del programa se llevan a cabo para la población en general y el bienestar común, o bien guardan relación con la gestión de alguna instancia de la administración. No obstante lo anterior, se considera que los ingresos revierten en beneficio de particulares si son fruto de la utilización de una entidad estatal para la realización de una actividad comercial, como una actividad bancaria comercial, que ofrezca servicios financieros a particulares.

Entidad de inversión: por «entidad de inversión» se entiende toda entidad:

- a) Cuya actividad económica principal consiste en la realización de una o varias de las siguientes actividades u operaciones en nombre o en favor de un cliente:
 - I. Operaciones con instrumentos del mercado monetario (cheques, letras, certificados de depósito, derivados, etc.); cambio de divisas, instrumentos de los mercados cambiario y monetario e instrumentos basados en índices; valores negociables, o negociación de futuros de materias primas,
 - II. Gestión de inversiones colectivas e individuales, o
 - III. Otras formas de inversión, administración o gestión de activos financieros o dinero en nombre de terceros, o bien

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- b) Cuya renta bruta es atribuible principalmente a la inversión, reinversión o negociación en activos financieros, si la entidad es gestionada por otra entidad que es a su vez una institución de depósito, una institución de custodia, una compañía de seguros específica o una entidad de inversión descrita en el apartado a).

Se considera que una entidad tiene por actividad económica principal la realización de una o varias de las actividades descritas en el apartado a), o que su renta bruta es atribuible principalmente a la inversión, reinversión o negociación en activos financieros a efectos del apartado b) si la renta bruta de la entidad atribuible a las actividades en cuestión es igual o superior al 50 por ciento de la renta bruta obtenida por la entidad durante el más corto de los siguientes períodos:

- I. el período de tres años concluido el 31 de diciembre anterior al año en el que se realiza la determinación; o
- II. el tiempo de existencia de la entidad.

Entidad No Financiera Activa: por "Entidad No Financiera activa" se entiende cualquier Entidad No Financiera que cumple alguno de los criterios siguientes:

- I. menos del 50 % de la renta bruta obtenida por la Entidad No Financiera durante el año natural precedente es renta pasiva (las no derivadas directamente de la propia actividad comercial, profesional o empresarial de la actividad, como por ejemplo cuentas de pasivo), y menos del 50 % de los activos poseídos por la Entidad No Financiera durante el año natural precedente son activos que generan renta pasiva o cuya tenencia tiene por objeto la generación de renta pasiva; o
- II. el capital social de la Entidad No Financiera se negocia regularmente en un mercado de valores reconocido, o bien la Entidad No Financiera es una entidad vinculada a una entidad cuyo capital se negocia regularmente en un mercado de valores reconocido; o
- III. la Entidad No Financiera es una entidad estatal, una organización internacional o un banco central o una entidad perteneciente en su totalidad a uno o varios de los anteriores; o
- IV. las actividades de la Entidad No Financiera consisten sustancialmente en la tenencia (total o parcial) de las acciones en circulación de una o varias filiales que desarrollan una actividad económica distinta de la de una institución financiera, o en la prestación de servicios a dichas filiales y en su financiación. No obstante, una entidad no será considerada Entidad No Financiera activa si opera (o se presenta) como un fondo de inversión, como en los casos de un fondo de inversión privado, un fondo de capital riesgo, un fondo de compra con financiación ajena o como un instrumento de inversión cuyo objeto sea adquirir o financiar sociedades y mantener después una participación en su activo fijo con fines de inversión; o
- V. la Entidad No Financiera no tiene aún actividad económica ni la ha tenido anteriormente, pero invierte capital en activos con la intención de llevar a cabo una actividad distinta de la de una institución financiera. La Entidad No Financiera no puede acogerse a esta excepción una vez transcurrido un plazo de 24 meses contados a partir de su constitución inicial; o
- VI. la Entidad No Financiera no ha sido una institución financiera en los últimos cinco años y se encuentra en proceso de liquidación de sus activos o de reorganización con vistas a continuar o reiniciar una actividad distinta de la de institución financiera; o
- VII. la actividad principal de la Entidad No Financiera consiste en la financiación y cobertura de las operaciones realizadas con entidades vinculadas que no sean instituciones financieras, o en nombre de tales entidades, y la Entidad No Financiera no presta servicios de financiación o cobertura a ninguna entidad que no sea una entidad vinculada, siempre que la actividad económica principal de cualquier grupo de entidades vinculadas de estas características sea distinta de la de una institución financiera, o
- VIII. la Entidad No Financiera cumple todos los requisitos siguientes:
 - I. está establecida y opera en su país o jurisdicción de residencia fiscal exclusivamente con fines religiosos, benéficos, científicos, artísticos, culturales, deportivos o educativos; o está establecida y opera en su país o jurisdicción de residencia fiscal como organización profesional, asociación de promoción de intereses comerciales, cámara de comercio, organización sindical, organización agrícola u hortícola, asociación cívica u organización exclusivamente dedicada a la promoción del bienestar social, y
 - II. está exenta del impuesto sobre la renta en su país o jurisdicción de residencia, y
 - III. no tiene accionistas o socios que sean beneficiarios efectivos o propietarios de su renta o de sus activos, y
 - IV. la legislación aplicable del país o jurisdicción de residencia fiscal de la Entidad No Financiera o sus documentos de constitución impiden la distribución de rentas o activos de la Entidad No Financiera a particulares o entidades no benéficas, o su utilización en beneficio de estos, excepto en el desarrollo de la actividad benéfica de la Entidad No Financiera, o como pago de una contraprestación razonable por servicios recibidos, o como pago de lo que constituiría

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un precio justo de mercado por las propiedades adquiridas por la Entidad, y

- V. la legislación aplicable del país o jurisdicción de residencia fiscal de la Entidad No Financiera, o sus documentos de constitución, exigen que, tras la liquidación o disolución de la Entidad No Financiera, todos sus activos se distribuyan a una entidad estatal u otra organización sin ánimo de lucro, o se reviertan a la administración del país o jurisdicción de residencia de la Entidad No Financiera o de una subdivisión política del mismo.

Entidad No Financiera Pasiva: por "Entidad No Financiera pasiva" se entiende:

- I. una Entidad no financiera que NO es una "Entidad no financiera activa", en los términos indicados en el apartado anterior; o
- II. una entidad de inversión gestionada por una Institución financiera que no sea residente en una jurisdicción participante en CRS.

Entidad vinculada: una entidad es una "entidad vinculada" a otra entidad si:

- I. una de las dos entidades controla a la otra;
- II. ambas entidades están sujetas a un control común; o
- III. las dos entidades son entidades de inversión gestionadas por una Institución financiera, están bajo la misma dirección y dicha dirección cumple las obligaciones de diligencia debida aplicables a dichas entidades de inversión.

A estos efectos, el control incluye la participación directa o indirecta en más del 50 % del capital de una entidad y la posesión de más del 50 % de los derechos de voto en la misma.

Fideicomiso: consta de los siguientes elementos:

- a) **Fideicomitente:** es quien transfiere los bienes que dan lugar al fideicomiso.
- b) **Protector o fiduciario:** es la persona encargada de administrar el fideicomiso.
- c) **Beneficiario:** es la persona que durante la administración del fideicomiso recibirá el beneficio del fideicomiso.
- d) **Fideicomisario:** es el destinatario final de los bienes una vez disuelto el fideicomiso.

Institución de custodia: Por «institución de custodia» se entiende toda entidad que posee activos financieros por cuenta de terceros como parte importante de su actividad económica. Una entidad posee activos financieros por cuenta de terceros como parte importante de su actividad económica cuando la renta bruta de la entidad atribuible a la tenencia de los activos financieros y a los servicios financieros conexos es igual o superior al 20 por ciento de la renta bruta obtenida por la entidad durante el más corto de los siguientes períodos:

- i) el período de tres años concluido el 31 de diciembre (o el último día de un ejercicio contable que no se corresponda con el año natural) anterior al año en el que se realiza la determinación, o
- ii) el tiempo de existencia de la entidad.

Institución de depósito: Por «institución de depósito» se entiende toda entidad que acepta depósitos en el curso ordinario de su actividad bancaria o similar.

Institución financiera: por «institución financiera» se entiende una institución de custodia, una institución de depósito, una entidad de inversión o una compañía de seguros específica.

Institución financiera de una jurisdicción participante: por "institución financiera de una jurisdicción participante" se entiende:

- I. toda institución financiera residente en una jurisdicción participante, con exclusión de las sucursales de dicha institución financiera ubicadas fuera de la jurisdicción participante en cuestión, y
- II. toda sucursal de una institución financiera no residente en una jurisdicción participante, si la sucursal está ubicada en la jurisdicción participante en cuestión.

Institución financiera no obligada a comunicar información: por "institución financiera no obligada a comunicar información" se entiende toda institución financiera que es:

- I. (a) una entidad estatal, una organización internacional o un banco central, excepto en relación con un pago derivado de una obligación fruto de una actividad financiera comercial del tipo de las realizadas por una compañía de seguros específica, una institución de custodia o una institución de depósito;
- II. (b) un fondo de pensiones de participación amplia, un fondo de pensiones de participación restringida, un fondo de pensiones de una entidad estatal, de una organización internacional o de un banco central, o un emisor autorizado de tarjetas de crédito;

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- (c) un instrumento de inversión colectiva exento, o
- (d) un fideicomiso en la medida en que el fiduciario de este sea una institución financiera obligada a comunicar información que comunique toda la información exigida a tenor de la normativa CRS respecto de todas las cuentas del fideicomiso sujetas a comunicación de información.

Institución financiera obligada a comunicar información: toda institución financiera de una jurisdicción participante que NO sea una "institución financiera no obligada a comunicar información", a tenor del apartado anterior.

Jurisdicción participante: por "jurisdicción participante" se entiende:

- I. Otro Estado miembro de la Unión Europea, cualquier territorio al que sea de aplicación la Directiva 2011/16/UE modificada por la Directiva 2014/107/UE del Consejo, de 9 de diciembre de 2014, por lo que se refiere a la obligatoriedad del intercambio automático de información en el ámbito de la fiscalidad, o cualquier otro país o jurisdicción con el cual la Unión Europea haya celebrado un acuerdo en virtud del cual el país o jurisdicción deba facilitar la información especificada en el artículo 5 del Real Decreto 1021/2015.
- II. Otro país o jurisdicción respecto del cual haya surtido efectos el Acuerdo Multilateral entre Autoridades Competentes sobre Intercambio Automático de Información de Cuentas Financieras.
- III. Cualquier otro país o jurisdicción con el cual España haya celebrado un acuerdo en virtud del cual el país o jurisdicción deba facilitar la información especificada en el artículo 5 conforme a lo dispuesto en el Real Decreto 1021/2015.

LGT: Ley 58/2003, de 17 de diciembre, General Tributaria.

RGPD: Reglamento General de Protección de Datos.

Organización internacional: por "organización internacional" se entiende toda organización internacional u organismo o agencia institucional perteneciente en su totalidad a la organización. Esta categoría comprende todas las organizaciones intergubernamentales, incluidas las supranacionales:

- I. que están formadas principalmente por gobiernos;
- II. que tienen efectivamente un acuerdo de sede o un acuerdo similar en lo esencial con el Reino de España o con otro país o jurisdicción; y
- III. cuyos ingresos no revierten en beneficio de particulares.

Persona que ejerce el control: por "persona que ejerce el control" se entiende el "titular real".

Persona no sujeta a comunicación de información: por "persona no sujeta a comunicación de información" se entiende:

- I. una sociedad de capital cuyo capital social se negocie regularmente en uno o varios mercados de valores reconocidos;
- II. una sociedad de capital que sea una entidad vinculada de una sociedad de capital descrita en el inciso I);
- III. una entidad estatal;
- IV. una organización internacional;
- V. un banco central, o
- VI. una institución financiera

Persona sujeta a comunicación de información: por "persona sujeta a comunicación de información" se entiende una persona de una jurisdicción participante que NO sea una "persona no sujeta a comunicación de información".

Real Decreto 1021/2015 de fecha 13 de noviembre de 2015: Real Decreto 1021/2015, de 13 de noviembre, por el que se establece la obligación de identificar la residencia fiscal de las personas que ostenten la titularidad o el control de determinadas cuentas financieras y de informar acerca de las mismas en el ámbito de la asistencia mutua.

Residencia fiscal: el concepto de residencia fiscal se interpretará de acuerdo con la normativa local de cada jurisdicción. Se refiere a la condición de contribuyente en el país por motivos de residencia, distinta de la mera tenencia de obligaciones fiscales de carácter puntual derivadas de la mera tenencia de bienes o activos en un país o de la obtención de determinadas rentas con fuente en un país.

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RGAT: Reglamento general de las actuaciones y los procedimientos de gestión e inspección tributaria y de desarrollo de las normas comunes de los procedimientos de aplicación de los tributos, aprobado por Real Decreto 1065/2007, de 27 de julio.

TIN: número de identificación fiscal o equivalente en cada jurisdicción o país de residencia fiscal. La normativa contempla la posibilidad de no proporcionar el TIN a una Institución financiera en los siguientes supuestos:

- I. La jurisdicción no emite TIN.
- II. El TIN no está disponible por otras razones. Por ejemplo, porque está en tramitación o no se ha emitido al titular.
- III. TIN no puede ser revelado. Se podrá marcar esta opción sólo si las autoridades del país o jurisdicción de residencia fiscal no permiten revelar el TIN a terceros por tratarse de un dato confidencial.

Titular de la cuenta: por "titular de la cuenta" se entiende la persona registrada o identificada como titular de una cuenta financiera por la institución financiera que mantiene la cuenta. Las personas distintas de una institución financiera que sean titulares de una cuenta financiera en beneficio o por cuenta de otra persona como representante, custodio, agente designado, signatario, asesor de inversiones, o como intermediario, no tendrán la consideración de titulares de la cuenta a los efectos de la normativa CRS, consideración que sí tendrá dicha otra persona. En el caso de un contrato de seguro con valor en efectivo o de un contrato de anualidades, el titular de la cuenta es cualquier persona con derecho a disponer del valor en efectivo o a modificar el beneficiario del contrato. En caso de que ninguna persona pueda disponer del valor en efectivo ni modificar el beneficiario del contrato, el titular de la cuenta es toda persona designada como propietaria en el contrato y toda persona con derecho adquirido a percibir pagos en virtud del contrato. Al vencimiento de un contrato de seguro con valor en efectivo o de un contrato de anualidades, se considerará titular de la cuenta a toda persona que tenga derecho a percibir un pago por razón del contrato.

Incidia en el Registro Mercantil de Madrid, Tomo 34.003, Folio 164, Hija M-611903 NIF/VES-58021122478

* Ver Glosario con definiciones

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Proposal for Appointment of Representative to SEPBLAC

SEPBLAC

Servicio Ejecutivo de la Comisión de
Prevención del Blanqueo de Capitales
e Infracciones Monetarias

PROPUESTA DE NOMBRAMIENTO DE REPRESENTANTE (F22)

Datos del sujeto obligado¹

Tipo de documento identificativo ²	CIF	Nº de documento identificativo	B21122478
Nombre / Razón social	GRUPO JOMAR, S.L.	Apellido 1 ³	Apellido 2 ³
Tipo de sujeto obligado ⁴	2.1 o)	Código B.E. ⁵	
Domicilio	Calle Marqués del Riscal 2, Esc. Int	País	España
Provincia	Madrid	Municipio	Madrid
Código postal	28010	Teléfono	638552555
Fax	913084087	Correo electrónico	jromero@grupojomar.es



Datos del representante propuesto

Tipo de documento identificativo ²	DNI	Nº de documento identificativo	05.160.378-Y
Nombre	José	Apellido 1	Apellido 2
Marín	Romero	Domicilio ⁶	Calle Marqués del Riscal 2, Esc. Int
País	España	Provincia	Madrid
Municipio	Madrid	Código postal	28010
Teléfono	638552555	Fax	
Correo electrónico	jromero@grupojomar.es	Cargo de administración o dirección que ejerce	Administrador Único

Datos del representante que cesa en el cargo (si procede)*

Tipo de documento identificativo ²	Nº de documento identificativo
Nombre	Apellidos
Carácter disciplinario del cese	Sí <input type="checkbox"/> No <input type="checkbox"/>
Motivo (en caso afirmativo)	

* El nuevo representante deberá cumplimentar y remitir formulario F22-6 "Comunicación persona autorizada" por cada persona que autorice (sean nuevos autorizados o los ya existentes), que actuarán bajo la dirección y responsabilidad del representante ante el Servicio Ejecutivo de la Comisión.

Firma:⁷

¹ Los corredores de seguros y los sujetos obligados comprendidos en el artículo 2.1 i) a u), ambos inclusive, que, con inclusión de los agentes, ocupen a menos de 10 personas y cuyo volumen de negocios anual o cuyo balance general anual no supere los 2 millones de euros, quedan exceptuados de la obligación de designar representante, excepto si están integrados en un grupo empresarial que supere dichas cifras.

² CIF, DNI/NIF, Pasaporte, NIE, etc.

³ A cumplimentar exclusivamente si el sujeto obligado es una persona física.

⁴ Deberá seleccionarse entre los tipos recogidos en el artículo 2.1 de la Ley 10/2010.

⁵ Código Banco de España (sólo en caso de entidades sujetas a registro en el Banco de España).

⁶ Domicilio del centro de trabajo del representante.

⁷ Firma de quien acredite los extremos señalados en el punto 2 de la página siguiente o, en su caso, del titular de la actividad.

Proposal for Appointment of Representative to SEPBLAC



Buenos días

En relación con el asunto de referencia, le informamos de que con fecha [23/11/2017](#) consta el registro de D. José Martínez Romero, con número de documento de identificación 05160378Y, como representante de la entidad Grupo Jomar, S.L., con CIF B21122478 ante el Sepblac.

Atentamente,

Gestión de Entidades Obligadas y Administración

SEPBLAC



GRUPO JOMAR

Conflict of Interest Policy

1. Introduction

- ❑ Directive 2004/39 / EC on the Markets of Financial Instruments, and its two development standards, Directive 2006/73 / EC and Regulation (EC) 1287/2006, require that financial companies prepare a manual that Collect the Conflict of Interest Policy in order to inform your clients of possible situations that may create conflicts that could harm them. Therefore GRUPO JOMAR® has defined its Policy that is presented below as a consequence of the following regulations:
 - ✓ Directive 2004/39 / EC of the European Parliament of April 21, 2004.
 - ✓ Commission Directive 2006/73 / EC of August 10, 2006, relating to the markets of financial instruments ("MIFID"): among other articles 21, 22, 23 and 26.
 - ✓ Regulation No. 1287/2006 of the Commission of August 10, 2006, which develops certain precepts of MIFID in relation to the safeguarding of financial instruments.

Additionally, in compliance with the provisions of the Community Directive and its developments, this policy will be regularly updated and published on the website.

This Policy is applicable to all assets deposited by GRUPO JOMAR® clients for the investment activities that have been contracted with GRUPO JOMAR® and that fall within the scope of application of the MiFID.

First of all, this document will identify the types of conflicts that may potentially arise within the scope of its relations with GRUPO JOMAR® and, subsequently, indicate the procedures or measures put in place to manage conflicts in such a way that ensure that activities are carried out independently, so that there is no significant risk of undermining clients' interests and to transmit security and confidence to all users of our investment services.

Comment that this Policy is part of GRUPO JOMAR® ongoing commitment to adhere to the highest standards of ethical conduct in relation to Conflict Management. This document aims to summarize the main aspects of this policy. That is why a procedure has also been defined for its employees to inform the corresponding persons or departments, prior to the provision of the service or activity, of any situation that, in their opinion, could lead to a conflict. of Interests, so that the appropriate measures can be adopted for its resolution.

2. Scope of application of the Conflict of Interest Policy

□ The scope of application is multiple, so we will define in relation to the following:

- a. **Products:** This Policy is applicable to all those services that carry out activities related to the securities market (investment activities and complementary services provided by GRUPO JOMAR®) and that are covered by the MiFID. The table with the MiFID products and services offered by GRUPO JOMAR® is attached to the Better Execution of Orders Policy.
- b. **Departments:** Any activities carried out within separate areas will be considered susceptible to generating conflicts of interest. "Separate areas" are defined as those departments that carry out functions that may be susceptible of having or generating conflicts of interest, such as portfolio management, third-party portfolio management, investment advice and analysis.
- c. **Employees:** As for the persons, all persons subject to the Code of Conduct of GRUPO JOMAR® will be considered susceptible to generating conflicts of interest. Therefore, this Policy is applied globally to its directors, executives, employees, employees and related agents who perform functions that have a direct or indirect relationship with the activities to which the policy refers.
- d. **Customers:** With respect to customers, this Policy will affect all GRUPO JOMAR® clients that have products classified as MiFID. Regardless of their classification as retailers, professionals or eligible counterparts, they enjoy the protection of this Policy.
- e. **Types of conflicts:** Depending on the affected parties, we can find the following types of conflicts of interest:
 - ❖ **Between different clients:** Conflicts of interest may arise between the different interests of two or more clients of GRUPO JOMAR®. It is intended to avoid situations in which a client may receive preferential treatment that in turn negatively affects another client or clients.
 - ❖ **Between clients and GRUPO JOMAR®:** There may be potential conflicts between the interests of a client and the interests of a particular business unit or GRUPO JOMAR® in general. These types of conflicts generate situations in which advantages could be obtained unfairly and at the expense of one or more of your clients.
 - ❖ **Between clients and individual employees or persons linked to GRUPO JOMAR®:** Likewise, potential conflicts may arise between the interests of an employee or person related to GRUPO JOMAR® and the interests of the clients, since the interests of the employee may not coincide with the interests of the employee. client or clients.

3. Identification of potential conflicts of interest

I. Definition of conflict of interests. Possible scenarios

The definition that the MiFID Directive 2006/73 / EC establishes regarding what constitutes conflicts of interest is that they are situations that may arise when rendering investment or auxiliary services, or a combination of them, in which their existence may undermine the interests of a client.

- In any case, when identifying conflicts, it is necessary to consider the specific situations that may occur in which GRUPO JOMAR®, a competent person or a person directly or indirectly linked to GRUPO JOMAR® through a control relationship, is in some of the following situations, either as a result of the provision of investment or auxiliary services, the performance of investment activities or other reasons:
 - a. GRUPO JOMAR® or the related person can obtain a financial benefit, or avoid a financial loss, at the client's expense.
 - b. GRUPO JOMAR® or the related person has an interest of its own in the result of a service rendered to the client or of an operation performed on behalf of the client that is different from the client's interest.
 - c. GRUPO JOMAR® or the related person has financial or other incentives to favor the interests of one client or group of clients over the interests of another client.
 - d. GRUPO JOMAR® or the related person develops the same activity as the client.
 - e. GRUPO JOMAR® or the related person receives or may receive from an individual other than the client an incentive in relation to a service provided to the client, in monetary form, goods or services, apart from the usual commission or remuneration for this service.

It is important to emphasize that, in order to understand that we are facing a conflict, it is not enough for GRUPO JOMAR® to obtain a benefit from the operation in question if there is not also a loss for the client derived from it; or that a customer makes a profit or avoids a loss if there is no loss associated with another customer.

That is to say, it will not be considered a **conflict of interest** when all the parties' benefit, and none is affected. Therefore, taking into account this definition of conflict of interest, the following scenarios have been identified as relevant examples of potential conflicts of interest:

Conflict of Interest Policy

- A. Between a client and GRUPO JOMAR®** : In certain occasions GRUPO JOMAR® could obtain an extraordinary financial benefit or avoid a financial loss at the client's expense. In these situations a conflict of interest may arise. Below are some of the main situations in which conflicts of interest could occur:
- a. Scenarios in which GRUPO JOMAR® or an employee can have a financial benefit or avoid a financial loss at the client's expense. For example:
- ✓ To the extent that employees may be more incentivized to sell certain products with respect to others, either through compliance with the Objectives or within the framework of the remuneration policy or a "Bonus" or Gratification. For example, the treatment given to products that are in the campaign or the possible implicit incentive to sell higher risk products (related to a greater margin or profit for GRUPO JOMAR® or the commercial one) or that a fund with a commission of superior management to another fund or that among the products on which portfolio management can be carried out, there are products belonging to the group or the company that provides the service.
 - ✓ Excessive turnover of the portfolios in order to charge more brokerages.
 - ✓ Attributions of operations in the sense that you can give priority to the operations of GRUPO JOMAR® to benefit from more advantageous conditions compared to other client operations.
 - ✓ Assign, a posteriori, operations with benefits to the own portfolio that could correspond to managed portfolios of third parties or vice versa, that is to say, assign later operations with losses to managed portfolios that could correspond to the own portfolio.
 - ✓ Sale of securities in illiquid or non-transparent markets that could represent a high profit for GRUPO JOMAR® (sale of preferred shares owned by customers).
- b. Scenarios in which GRUPO JOMAR® or a related person may have an interest in the result of a service provided to the client that is different from the client's own interest. This is the case where, in the framework of portfolio management agreements in which the remuneration is fixed based on the results, the possibility that the agreed risk levels are not met in order to obtain a higher management fee.

Conflict of Interest Policy

- c. Scenarios in which GRUPO JOMAR® or a person linked to it may have an incentive, financial or otherwise, to favor the interests of another client, against the interests of the client in question or another client. For example:
 - ✓ The receipt of orders from a customer for the purchase of certain securities and, for effective compliance, delays the purchase of the same by another customer until the operation of the first has been executed.
 - ✓ The intermediation of operations on behalf of retail or institutional clients: a posteriori allocation of the best prices to institutional clients.
 - ✓ The sale of securities on behalf of clients in liquid or non-transparent markets that could be a high benefit for another customer.
 - d. Scenarios in which GRUPO JOMAR® or related person can develop the same activity as the client. In this sense it is necessary to specify that in this situation we could be faced with cases closer to the use of privileged information in specific cases. This is totally prohibited by GRUPO JOMAR®.
 - e. Scenarios in which GRUPO JOMAR® or a related person may receive from an individual other than the client an incentive in relation to the service provided, different from the standard commission or usual service remuneration. For example, if a Financial Intermediary or execution center performs compensation activities (trips, meals or similar activities) to the personnel of GRUPO JOMAR® that does a greater job of marketing their products or offering a Rappel for negotiated volumes.
- B. Between different departments of GRUPO JOMAR®:** Some GRUPO JOMAR® departments with conflicting business objectives can sometimes perform the same type of operations. This fact may involve the achievement of a conflict of interest that harms the client. The main situations that could occur are, for example:
- ✓ The coexistence of the activities of management of own portfolio and management of client portfolios.
 - ✓ The performance by employees of services or investment activities simultaneously or consecutively, when such participation may be detrimental to the interests of one or more clients.

Conflict of Interest Policy

- C. **Between employees of GRUPO JOMAR® and GRUPO JOMAR®**: The fact that employees can also act as clients of GRUPO JOMAR® means that, on rare occasions, they can obtain a greater benefit acting on their own account than other clients. The main situations that could occur are, for example:
- ✓ The use of privileged information for personal purposes.
 - ✓ Advance personal operations to those of other clients to the detriment of these.
- D. **Among different clients of GRUPO JOMAR®**: The fact of providing the same service to several clients may allow that in some case, a client may obtain preferential treatment with respect to the rest of the clients, preventing the service from being rendered equally. The main situations that could occur would be:
- ✓ Give priority to the orders of certain clients over others in the reception and transmission of orders or in the discretionary management of portfolios.
 - ✓ Accept financial or other incentives to favor the interests of one client over the interests of another.
 - ✓ Provide the same service or related services to two or more clients with opposing interests or who are competitors among themselves.
- Under certain circumstances and within the framework of practices generally accepted in the financial markets, it is possible for GRUPO JOMAR® to make payments or receive remuneration, fees, commissions or discounts from Financial Intermediaries in relation to the investment products or services that GRUPO JOMAR® offers and provides. to his clients. These benefits are part of the price of investment products and services (management fee, structuring commission, etc.), and do not imply additional or extraordinary costs for the client.
- In the event that the necessary conditions are met to accept the collection of fees and / or commissions from a third party, always aimed at improving the quality of the service provided to the client, GRUPO JOMAR® will act with maximum transparency informing the customer of its existence, when deemed convenient, and revealing, if possible, the amount of such payments or fees received.

4. Procedures and specific measures for the management of conflicts of interest

GRUPO JOMAR® will guarantee, through the appropriate measures and procedures, that people who participate in different activities that imply a conflict of interest, develop said activities with a level of independence appropriate to the size and activities of GRUPO JOMAR® and the importance of the risk of impairment. of the interests of the clients.

- That is why, in this section, the procedures followed, and the measures adopted to manage conflicts of interest are specified. Among these procedures and measures to mitigate possible conflicts of interest, the following stand out:

A. **Barriers to information**: In order to avoid the exchange of inside information between departments of GRUPO JOMAR® that develop activities likely to create conflicts of interest to the detriment of their clients, "information barriers" will remain between such departments. These barriers mean that the departments can create conflicts of interest that are separated from each other, which, for example, can be concreted in the physical separation and in the establishment of computer measures within each department that allow decisions to be made independently and objectively. In addition, GRUPO JOMAR® has effective procedures to prevent or control the exchange of information between people who participate in activities that involve a risk of a conflict of interest, when the exchange of this information may be detrimental to the interests of one or more clients. These procedures include the following measures:

- Measures designed to hinder (or facilitate control) the exchange of information:
 - ✓ Establishment of barriers between separate areas. As already mentioned, separate departments are defined as departments whose functions may generate conflicts:
 - ❖ Restricted access to information (electronic signatures, passwords, etc.).
 - ❖ Control of personal operations.
 - ❖ Policy of "clean tables".
 - ❖ Use of work rooms.
 - ❖ Restricted access to the archive and custody of the documentation.
 - ❖ Establishment of isolated areas, for those cases of special relevance.
 - ❖ Control of personal operations.
 - ❖ Sanction employees who give publicity to confidential or sensitive information.
 - ❖ Periodic checks to guarantee the effectiveness of said information barriers.

Conflict of Interest Policy

- ❖ Specific measures and procedures to adequately control the transmission of information between the separated areas and, where appropriate, to outsiders, including procedures for transmitting information between said separate areas.
 - ❖ Communication to the Regulatory Compliance Officer of GRUPO JOMAR® of the transmission of privileged or sensitive information to subject persons located hierarchically above the barriers, when dealing with particularly relevant or sensitive information.
 - ❖ Subscription of a commitment of confidentiality on the part of the employees of the separated areas and also in the transmission of sensitive or privileged information to outsiders.
 - ❖ There is also supervision of people whose main functions are the performance of activities in favor of clients with opposing interests, or who represent different interests that may be in conflict, including those of GRUPO JOMAR®.
- B. Measures at the organizational level:** In addition to all the measures discussed above, each department must, independently but respecting the policies of GRUPO JOMAR®, prepare its own mitigating or corrective measures of conflicts of interest for its clients:
- ☐ Elimination of any direct relationship between the remuneration of subject persons when conflicts of interest arise from the activities they perform.
 - ☐ Impediments to the simultaneous participation of a person in services or investment activities when this participation may be detrimental to the proper management of conflicts of interest. For these purposes, a system of incompatibilities has been established that contemplates that charges within GRUPO JOMAR® or its Group to which it belongs are not compatible.
 - ☐ Measures to ensure that competent people who participate in different activities that may involve a conflict of interest develop these activities with a level of independence.
 - ☐ General and specific guidelines for action that prohibit certain behaviors (such as disclosing to customers of the operations of others) or give resolution criteria for this type of situation (such as, for example, the general principle of priority of the interests of the client or the assignment equitable of orders).

Conflict of Interest Policy

- ❑ Measures aimed at preventing or limiting any employee from exercising an inadequate influence on the way in which another employee or department performs investment services or activities. These measures include the need to guarantee, to a reasonable extent, the adequacy of the human and financial means and resources of the separate areas so that they can perform their functions adequately and autonomously, without risk of interference from other departments:
 - ✓ Physical separation of the different zones that have identified possible conflicts of interest.
 - ✓ Establishment of sanctions for those people who try to influence unduly in the way in which a competent person performs his activity.
 - ❑ Measures aimed at preventing or controlling the simultaneous or consecutive participation of an employee in various services or investment or auxiliary activities, when such participation may harm the interests of customers.
 - ❑ Specific measures for employees involved in the preparation of investment reports aimed at guaranteeing their autonomy and objectivity.
- C. **Principles of better execution**: this policy is completed and complements the provisions of the Better Execution Policy of GRUPO JOMAR®.
- D. **Duties to conflicts of interest**: The people who provide investment services will act with honesty, impartiality and professionalism, in the best interest of their clients. For this reason, it does not allow monetary or non-monetary incentives from clients or other companies that do not improve the quality of the service provided by GRUPO JOMAR®.
- E. **Responsible**: The Regulatory Compliance Officer of GRUPO JOMAR® will be responsible for ensuring the correct application of this policy and the proper functioning of the means and procedures detailed in it for the prevention of possible conflicts detected. Likewise, it will be responsible for the maintenance of the Registry mentioned in subsequent sections.

- F. **Criteria for the assignment of global orders:** When GRUPO JOMAR® transmits a global order to or to another Financial Intermediary for its execution, or that does not identify the owner on whose behalf it is being studied, the following rules shall be taken into account:
- ☐ The investment decision in favor of a specific client must be adopted prior to the transmission of the order to the intermediary and before the result of the operation is known.
 - ☐ There will be pre-established criteria for the distribution or breakdown of global orders based on principles of equity and non-discrimination.
 - ☐ The compliance of the previous points in an objective, verifiable and non-manipulable manner will be documented.
 - ☐ GRUPO JOMAR® will establish the requirements and adequate procedures to achieve the best execution of the orders for its clients and avoid scenarios of possible conflict of interest in the reception, execution and assignment of orders.

5. Lines of action for the resolution of conflicts of interest

- ☐ When a department or employee linked to GRUPO JOMAR® detects a possible conflict of interest in relation to its operations, not previously detected, it must immediately inform the Regulatory Compliance Officer of GRUPO JOMAR®, adopting the measures it deems appropriate to manage it adequately.
- ☐ Due to the diversity of services and activities provided to clients, it is sometimes difficult to provide an a priori response to potential conflicts of interest that may arise in the development of GRUPO JOMAR® activities. For this reason, when the measures adopted to manage a specific conflict of interest are not sufficient to guarantee the prevention of risks to the client's interests, GRUPO JOMAR® must disclose to the client impartially, clearly and not misleading, the general nature or the origin of the conflict of interest, so you can make the decisions that best protect you.

6. Rules for the preparation and use of investment reports

I. Definition of investment report

- ☐ GRUPO JOMAR® does not provide investment reports to its clients, since it does not perform the Investment Advisory function as defined in Directive 2004/39 / EC (MiFID). In any case, it is considered appropriate to define what is meant by “investment report”.
- ☐ It is any report or other information that recommends or proposes an investment strategy, explicitly or implicitly, referring to one or more financial instruments or issuers of financial instruments, including any opinion on the current or future value or price of such instruments, intended for distribution channels or the public, and in relation to which the following conditions are met:
 - ✓ Respond to the denomination or description of the investment report or similar terms, or in any case be presented as an objective or independent explanation of the purpose of the recommendation.
 - ✓ That the recommendation for a client does not take into account their personal circumstances.
 - ✓ If the recommendation were made by an Investment Company to a client, it would not constitute provision of investment advice for the purposes of Directive 2004/39 / EC (MiFID).
- ☐ Recommendations that do not meet the requirements referred to in the preceding paragraph should be considered advertising communications and should be identified as such.

II. Dissemination of reports prepared by third parties

- ☐ Compliance with the measures indicated in the dissemination to the public or to clients of reports prepared by third parties will not be necessary if the following conditions are met:
 - a. The person who prepares the investment reports is not a member of GRUPO JOMAR®.
 - b. GRUPO JOMAR® does not significantly alter the recommendations described in the investment reports.
 - c. GRUPO JOMAR® does not present the investment reports as elaborated by it or by any of the Group companies.
 - d. It is verified that the author of the investment reports is subject to requirements of prevention of conflicts of interest and applies measures equivalent to those indicated above in relation to the preparation of said reports or has adopted a policy that foresees such measures.



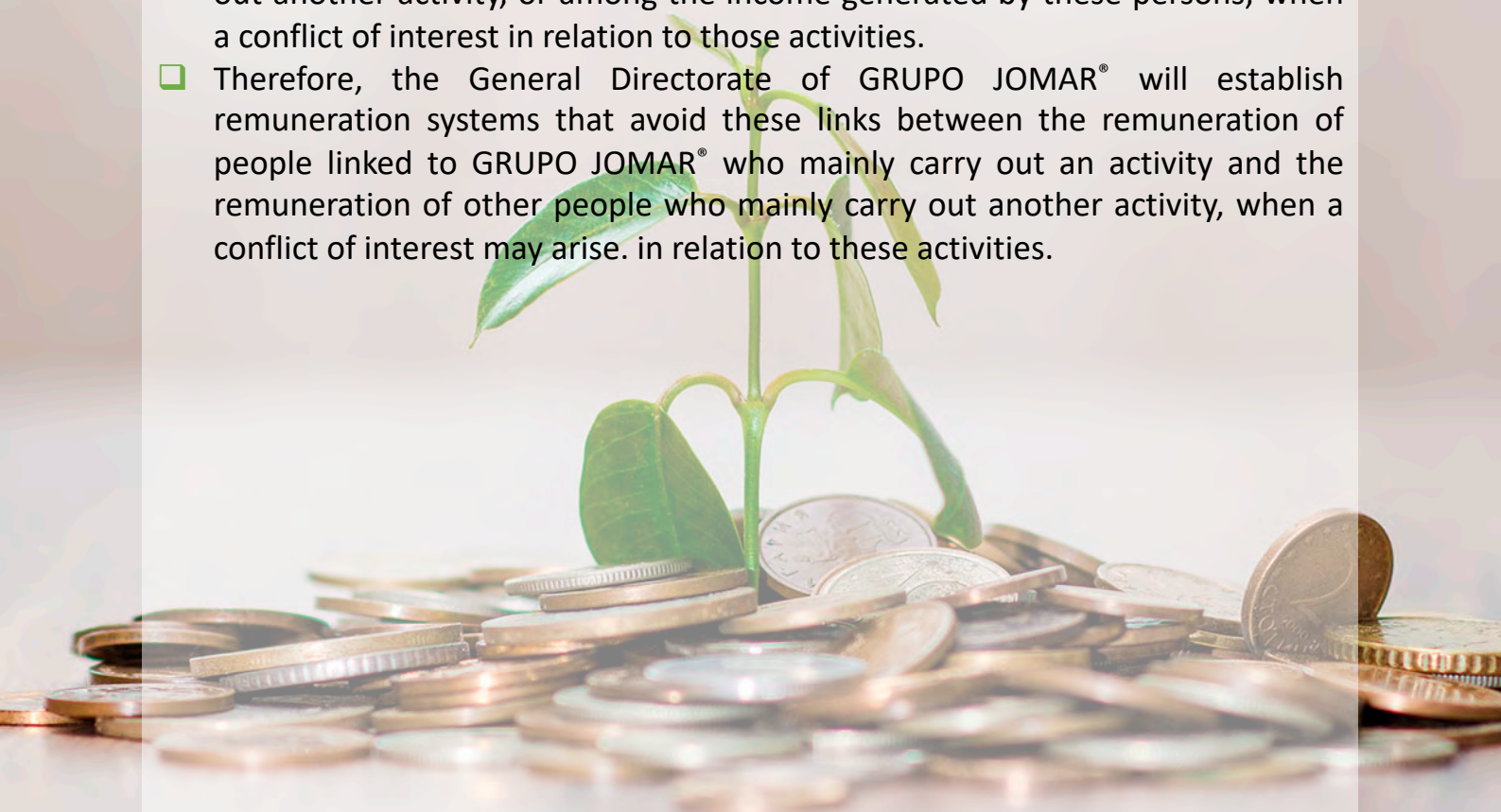
GRUPO JOMAR



Remuneration and Incentives Policy

1. Remuneration policy

- ❑ The remuneration system of persons linked to the analysis service or to the commercialization activities of financial products or financial services, in no case may be linked to the sale of certain products or to certain investment operations carried out by GRUPO JOMAR® or by any legal entity linked to the company.
- ❑ Neither may remuneration schemes be adopted that establish a direct relationship between the remuneration of certain subject persons who mainly carry out a specific activity and that of other subject persons who mainly carry out another activity, or among the income generated by these persons, when a conflict of interest in relation to those activities.
- ❑ Therefore, the General Directorate of GRUPO JOMAR® will establish remuneration systems that avoid these links between the remuneration of people linked to GRUPO JOMAR® who mainly carry out an activity and the remuneration of other people who mainly carry out another activity, when a conflict of interest may arise. in relation to these activities.



2. Incentives

- ☐ An incentive is any and all monetary or in-kind contributions contributed or received by GRUPO JOMAR® from clients or third parties for the provision of investment services, auxiliary services or a combination of both.
- ☐ Within the maximum protection of the interests of its clients, GRUPO JOMAR® is committed to acting with honesty, impartiality and professionalism in the provision of investment services.
- ☐ In this sense, and in correlation with the rules of prevention of conflicts of interest set out in the Prevention and Management of Conflicts of Interest Policy, GRUPO JOMAR® undertakes not to receive payments or non-monetary benefits from third parties, nor to contribute to them. third fees or commissions.
- ☐ Likewise, it undertakes to inform its clients of the essential conditions of the system of fees, commissions or non-monetary benefits that may be applicable in each specific case, in attention to the products or services offered to each client.
- ☐ Therefore, GRUPO JOMAR® will guarantee that in its business relationships, and particularly in those services that may be affected by the prohibitions detailed below, no fees or commissions will be charged or paid, nor will non-monetary benefits be received or contributed. they can impede their performance in the best interest for their clients.
- ☐ Only the collection or payment of fees or commissions, or the contribution or receipt of the following non-monetary benefits will be admitted:
 - ✓ The non-monetary fees, commissions or benefits paid or contributed directly to the clients or to a person acting on behalf of the same or offered by the clients or persons acting on their behalf.
 - ✓ The fees that are necessary for the provision of investment services (custody expenses, liquidation and exchange expenses, regulatory fees or legal advisory expenses, and all those determined by the laws and regulations in force at any time).

Remuneration and Incentives Policy

- ✓ They are paid or contributed, or received, by third parties not linked to customers, provided they serve to increase the quality of the service provided to the client and do not hinder the fulfillment of the obligation of GRUPO JOMAR® to act in the best interest of the client. In this case, communication to the client, prior to the provision of the service, in a complete, accurate and understandable manner, of the existence, nature and amount of the fee, commission or nonmonetary benefit, or, when said amount can not be determined, will be necessary. , the method of its calculation. The information to the client about the non-monetary fees, commissions or benefits can be made in a summarized way, contemplating only the essential conditions of the system of fees, commissions or non-monetary benefits. In any case, customers shall have the right to request a complete description of the existence, nature and amount of the fees, commissions or benefits, or, when said amount can not be determined, the method of calculating that amount.
- In the event that incentives not previously detected appear, an exhaustive analysis of them will be carried out in order to determine whether or not they comply with the conditions required to be included in the aforementioned list. In this sense, two circumstances can occur:
 - ✓ If the commission or fee complies with the required conditions, it will proceed to send the affected customers the information on the products in which the collection or payment of incentives has been detected of the existence of such collections or payments.
 - ✓ If the commission or fee does not comply with the required conditions, its collection or payment will be prevented, in any case, instrumentalizing the appropriate measures.
- Finally, regarding other payments in kind, GRUPO JOMAR® employees can not accept (for themselves or their families) gifts in relation to the work they perform with the following exceptions:
 - ✓ Commercial promotional gifts may be accepted from financial entities, companies, intermediaries or any other supplier of goods and services, provided they are of an ordinary nature and do not go beyond the common courtesies associated with commercial practices.
 - ✓ You can attend activities related to the business (conferences, monographic courses, invitations to lunches or dinners) as long as they are a common part of a transaction or ordinary commercial development activities and are assisted by the representatives of the company or corresponding provider.



GRUPO JOMAR

Policy of Identification and Evaluation of Compliance Risks

1. Object

This document aims to define a methodology for carrying out the identification and evaluation of compliance risks in GRUPO JOMAR®.

2. Methodology

I. Identification of Risks

□ First, the risks of legal breach identified by the Compliance Officer as a result of an analysis of the legal requirements applicable to GRUPO JOMAR® will be identified, indicating:

- ✓ Identification of the Risk.
- ✓ Legal Text from which the requirement emanates.
- ✓ Risk Owner: Person or position of GRUPO JOMAR® that manages and controls the Risk.

II. Methodology for Risk Assessment

III. Determine Probability WITHOUT Safeguards

It consists of estimating the probability of occurrence of the indicated threat WITHOUT implementing safeguards that can reduce or prevent the materialization of the corresponding threat.

It will be valued according to the own experience of the person carrying out the assessment, using the scale from 1 to 5 indicated in Annex 1 of this document.

IV. Determine the Impact WITHOUT Safeguards

It is understood as an impact the damage caused to GRUPO JOMAR®, the materialization of a certain threat.

The impact of each threat will be assessed. For the evaluation, the evaluator will use his own experience and assign a score from 1 to 5 according to the tables established in Annex 1 of this document.

V. Risk Estimation WITHOUT Safeguards

The security risk value is obtained by arithmetic mean between the importance value of the asset, and Probability and impact in case of occurrence. The risk of each threat is valued for each asset and for each dimension. That is to say:

$$Rs = (Ps + Is)$$

□ Where:

- ✓ Rs = Risk WITHOUT Safeguards.
- ✓ Ps = Probability of occurrence of the threat for that active information without the safeguards implemented.
- ✓ Is = Impact in case of occurrence without the safeguards implemented.

As a result of the application of the formula for calculating the risk, a numerical value will be obtained. Each numerical value is translated into a "textual" value and is coded according to the color code shown below.

Qualitative Value	Colour	Quantitative Value
Very high	Red	Between 8 (not included) and 10
High	Orange	Between 6 (not included) and 8
Medium	Yellow	Between 4 (not included) and 6
Low	Light Green	Between 2 (not included) and 4
Very low	Green	Between 0.5 (not included) and 2
Valueless	White	Less than or equal to 0.5

VI. Characterization of Safeguards

□ Identification of existing safeguards and their implementation status. Depending on the implementation status, some points will be assigned:

- ✓ Nonexistent = 0
- ✓ Started = 1
- ✓ Defined = 2
- ✓ Managed = 3
- ✓ Optimized = 4

Based on this score awarded and the number of controls implemented, a descent value will be obtained that will multiply probability and impact, as described in the next step.

The descent value is obtained by applying the following formula:

$$\text{Descent (D)} = \text{Points for Implementation} / 4$$

VII. Evaluation of Probability WITH Implemented Safeguards

- Estimation of the probability of occurrence after the implementation of the safeguards. The descent calculated above must be applied in this step. The formula will be used:

$$P_c = P_s - (P_s \times D)$$

VIII. Impact Evaluation WITH Implemented Safeguards

The impact of each threat on each asset and for each of the 3 established security dimensions will be assessed: Confidentiality, Integrity and Availability, taking into account the safeguards implemented.

- The formula will be used:

$$I_c = I_s - (I_s \times D)$$

IX. Risk Assessment WITH Implemented Safeguards

- The security risk value is obtained by adding the value of Probability of occurrence and Impact in case of occurrence, with implemented safeguards. The risk of each threat is assessed. That is to say:

$$R_c = P_s + I_s$$

- Where:

- ✓ R_c = Risk WITH Safeguards implemented.
- ✓ P_c = Probability of occurrence of the threat in that asset with implemented safeguards.
- ✓ I_c = Impact in case of occurrence with implemented safeguards.

- As a result of the application of the formula for calculating the risk, a numerical value will be obtained. Each numerical value is translated into a "textual" value and is coded according to the color code shown below.

Qualitative Value°	Colour	Quantitative Value
Very high	Red	Between 8 (not included) and 10
High	Orange	Between 6 (not included) and 8
Medium	Yellow	Between 4 (not included) and 6
Low	Light Green	Between 2 (not included) and 4
Very low	Green	Between 0.5 (not included) and 2
Valueless		Less than or equal to 0.5

X. Risk management

Once the risk analysis has been carried out, the Head of Compliance of GRUPO JOMAR® must review the results obtained, based on which, it will approve an acceptable level of risk.

This decision may be affected by changes in legislation or commitments with users or suppliers or with other interested parties.

By default, values lower than 4 are established as Assumption Risk valuation, that is, risks with a Risk Rating Low or lower than a Low Risk.

For risks above the agreed level, a Risk Treatment Plan will be established, which includes the definition of controls to be implemented, deadlines, responsibilities, the necessary resources and a description of the activities to be carried out.

3. Annexes

I. Occurrence Probability Table

Qualitative Value	Quantitative Value	Criterion
Very high	5	> Once per month.
High	4	<1 Once per month.
Medium	3	1 Once per year.
Low	2	Once each two years
Very low	1	Unlikely to happen

II. Impact Table

Qualitative Value	Quantitative Value	Criterion
Very high	5	Significant short-term damage due to legal breach Very serious impact in other organizations. Very serious damage to the image of the company
High	4	Significant medium-term damage due to legal breach Serious impact in other organizations. Serious damage to the image of the company.
Medium	3	Mild damage due to legal breach. Medium impact in other organizations. Medium damage to the image of the company.
Low	2	Mild impact on other organizations. Minor damage to the image of the company.
Very low	1	No impact on other organizations. No harm to the image of the company.



GRUPO JOMAR

Anti-corruption Policy

1. Objective

- ❑ The purpose of this Anti-Corruption Policy is to determine the necessary measures to prevent, detect and punish fraudulent acts and the use of the functions and means of GRUPO JOMAR®, for economic or other benefit of GRUPO JOMAR® itself, its employees, employees, executives or administrators.
- ❑ This Policy must be understood and applied in conjunction with the rest of the policies of GRUPO JOMAR® and, in particular, with the Gift Policy and the Purchasing Policy.

2. Reach

- ❑ This Policy is applicable to all employees, collaborators, managers and administrators of GRUPO JOMAR® as well as any person or entity that works on their behalf or representation ("Professionals"). This Policy applies to all activities, processes and relationships established by GRUPO JOMAR® and its professionals, at all levels, whether these are formally written by contract, policy, procedure or similar, or are applied by custom or usual practice.

3. General Standards

- ❑ It is forbidden for any GRUPO JOMAR® Professional to offer, promise or make, directly or indirectly, payments in cash or through any valuable goods to third parties, unlawfully, whether they are individuals, government officials or employees of private, national entities or foreigners, in order to obtain or retain any type of business, favor or interest.
- ❑ It is strictly forbidden to take reprisals against any person who communicates in good faith, to the relevant persons in charge of GRUPO JOMAR®, the existence of these practices.
- ❑ Likewise, the maintenance by GRUPO JOMAR® of accurate books and accounting records and an adequate system of internal accounting controls is guaranteed.

- ❑ GRUPO JOMAR® Professionals may not offer, perform, promise or authorize the payment of any sum of money or valuable goods, directly or indirectly, to any government official, political party, representative, member or candidate of a political party or office. , for the purpose of providing, obtaining or retaining any business, favor, interest or dishonest advantage to GRUPO JOMAR®, or for the purpose of:
 - ✓ Influence any act or decision of the recipient in the exercise of his office.
 - ✓ Induce the recipient to act or to stop acting in any way that supposes an infraction of the legal duties of this one.
 - ✓ Induce the recipient to use their influence in the administration (state, autonomous or local), governments or public companies, in order to alter or influence any act or decision.

4. Measures established to prevent corruption

- ❑ All expenses made in the name or on behalf of GRUPO JOMAR® must be duly documented by means of invoices or proof of payment and included in the corresponding settlement of expenses. These expenses must be reviewed and approved to verify their correct documentation and reasonableness. All expenses will be recorded in the accounting with the degree of detail required by the applicable regulations.
- ❑ Payments will be made preferably against the invoice sent to GRUPO JOMAR®. This rule will be especially applicable to travel expenses. The use of business cards, requires justification of all payments by invoice and proof of payment.
- ❑ No payments will be made to streamline administrative procedures, or to obtain permits, licenses, authorizations or similar.
- ❑ Any type of invitation that is made to suppliers, customers, and other third parties from GRUPO JOMAR® environment, will have to guarantee its transparency and adaptation to the law, for which reason it will be supervised by the Management.
- ❑ Any donation made for charitable purposes must be authorized by the Group Management.
- ❑ Any gift must comply with the Gift Policy and the Purchase Policy of GRUPO JOMAR®.

To comply with this Policy and the laws against corruption, GRUPO JOMAR® will create and maintain the books, records and accounts of its activity, in a regime of absolute transparency, performing internal controls of its due compliance.

GRUPO JOMAR® considers that the allowed attentions include tickets for sporting events as well as training events. These invitations must be regulated by establishing a list of attendees that must be approved by Compliance.

5. Government officials

❑ GRUPO JOMAR® will only pay reasonable expenses for events, entertainment, meals and other items, made in good faith, to government officials (both from Spain and abroad), and this under limited circumstances, who participate in the cases listed below :

- ✓ The promotion, demonstration or explanation of the services offered by GRUPO JOMAR®.
- ✓ The execution or fulfillment of a contract.

The prior approval of the Management and the supervision of Compliance will always be required for any event, leisure, food or gift that includes government officials.

The companions or relatives of the government official (for example, wife, children, etc.), are excluded from participating in the event or receiving a gift.

It is recommended not to maintain non-routine communications with public officials. In any case, it is required that all non-routine communication be reported to Compliance.

For these purposes, it is understood as non-routine communication, that which does not obey the necessary and daily communications between GRUPO JOMAR® and the Public Administrations to comply with the existing administrative obligations.

❑ Also, it is understood by government official:

- ✓ Any person employed by any entity that is owned (partial or total), controlled or directed by a government or part thereof.
- ✓ Any employee of a government or of any department, agency or entity thereof, including commercial entities owned by the State or controlled by the State.
- ✓ All employees of an international organization, such as the UN, the BM or the IMF.
- ✓ Any person who operates in an official capacity for, or on behalf of, any government or department, agency or international public organization or entity.
- ✓ Any employee of a political party or candidate for public office.



GRUPO JOMAR

Collaborators Policy

1. Objective

The objective of this Policy for Collaborators is to provide guidelines and minimum requirements for the identification and knowledge of third-party agents, collaborators or intermediaries (the "**Collaborators**"), prior to their acceptance in order to collaborate and provide services together with GRUPO JOMAR®.

2. Reach

This Policy is applicable to all employees, executives and members of the administrative bodies of GRUPO JOMAR®, as well as to all Collaborators, who provide a service to GRUPO JOMAR® or jointly with it, such as, for example, regular architects, intermediaries habitual or punctual areas of intermediation, etc.

3. Methodology

I. Formalization of the Collaboration

The relationship with the Collaborators, whether it is a punctual collaboration or continued in time, will be regulated through a formal collaboration agreement.

This agreement will include at least the description of the parties involved, the reason for the collaboration, the remuneration, the form of payment and the validity of the contract.

Prior to the formalization of the contract with the Collaborator, the acceptance process described in this Policy must be completed and Annex 1: Collaborators' Knowledge Form must be completed.

In terms of economic compensation should be according to the market, as well as the professional experience and expected results. Payment will always be made by bank transfer.

II. Collaborators acceptance procedure

Prior to the formalization of collaboration agreements, the acceptance procedure described in this Policy must be applied, including the study and analysis of the Collaborators, the obtaining of supporting documentation, the formalization of the acceptance form of Collaborators and the express acceptance by the head of each Business Division.

- ❑ For the purposes of applying due diligence standards, all employees with whom GRUPO JOMAR® works will initially be included in the risk segment and therefore the following actions and verifications will be applied, all the checks made in the acceptance form will be documented. included in Annex I:
 - A. Formal identification of the Collaborator. Obtaining information and supporting documentation of the basic identification data of the Collaborator, including name / company name, activity / corporate purpose, address and tax identification number. The obtaining of the accrediting documentation may be done through public sources, official records or databases of recognized prestige.
 - B. In the event that the collaboration agreement to be signed is going to be permanent or involves a stable associative agreement, the potential third party must be analyzed in greater depth. In this case, in addition to the aforementioned documentation, the following will be requested:
 - a. the constitution deed and the power of the legal representative, in the case of legal entities
 - b. the identification of the real holder of the Collaborator in the case of legal persons. The real holder is understood as the physical person (s) who ultimately own or control, directly or indirectly, a percentage higher than 25% of the capital or voting rights of a legal entity, or that by other means exercise control, direct or indirect, of the management of a legal entity. It involves obtaining the data of the individuals who are owners.
 - c. professional activity and obtaining documentation accrediting the activity declared, for example, annual accounts according to public records, tax returns.
 - d. documentation or additional information about the career and history of the agent and actual owners or, depending on the circumstances, additional documentation such as, for example, criminal records.

In addition, the Collaborator will be periodically monitored while the associative agreement remains in effect, updating its files, on an annual basis in the case of high-risk employees or biannually in the rest of the agents.

Limit the means of collection and payment of employees, with special attention to collections and payments in cash, and operations with tax havens, which must be previously analyzed and approved.

It should be analyzed if there are relationships with people of public responsibility.

The analysis of due diligence will be formalized in the template included in Annex I, attaching all the timely documentation that proves the information obtained.

III. Track and Update

In the case of current contracts formalized prior to the approval of this Policy, the same acceptance procedure will be carried out within a period of 6 months from the publication of this Policy, with the objective of documenting and analyzing the due diligence of all the Collaborators with agreements in force.

IV. Suppliers / Prohibited agents:

- ☐ GRUPO JOMAR® will not admit business relationships nor will it carry out transactions with legal persons, natural persons, attorneys or real owners, included in any of the following categories:
 - ✓ Persons included in the public lists related to terrorism, according to the publication of the European Union in the following <https://eur-lex.europa.eu/> Persons on whom information is available that may be inferred to be related to criminal activities.
 - ✓ People who have businesses whose nature makes it impossible or very expensive to verify the legitimacy of the activities or the origin of the funds.
 - ✓ Persons who refuse to provide information or the required documentation or when the information provided by the person is considered insufficient or lacks the necessary guarantees of legality.



GRUPO JOMAR, S.L.

OTROS SERVICIOS FINANCIEROS

Calle Marqués Del Riscal 2, 28010 Madrid España

T: +34 638 552 555

www.grupojomar.es

Inscrita en el Registro Mercantil de Madrid al Tomo 34.003, Folio 164, Sección 8, Hoja Nº M-611903, con NIF Nº B21122478

Política de Colaboradores Anexo I

Identificación de Colaboradores con Relación Puntual

Datos Generales

Nombre y apellidos: _____
NIF: _____ Fecha de Caducidad: _____
Fecha de nacimiento: _____ Sexo: ☐ Mujer ☐ Hombre
Domicilio fiscal: _____
País de residencia: _____ Nacionalidad: _____
Domicilio de contacto (si otro): _____

Observaciones:

Actividad

GRUPO JOMAR® da cumplimiento a lo dispuesto en EL REGLAMENTO (UE) 2016/679 DEL PARLAMENTO EUROPEO Y DEL CONSEJO de 27 de abril de 2016 relativo a la protección de las personas físicas en lo que respecta al tratamiento de datos personales y a la libre circulación de estos datos, de obligado cumplimiento desde el 25 de mayo del 2018, Reglamento General de Protección de Datos (RGPD).



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Política de Colaboradores Anexo II

Identificación de Colaboradores con Relación Continua

Datos Generales

Nombre y apellidos: _____
NIF: _____ Fecha de Caducidad: _____
Fecha de nacimiento: _____ Sexo: ☐ Mujer ☐ Hombre
Domicilio fiscal: _____
País de residencia: _____ Nacionalidad: _____
Domicilio de contacto (si otro): _____

Observaciones:

Actividad

GRUPO JOMAR® da cumplimiento a lo dispuesto en EL REGLAMENTO (UE) 2016/679 DEL PARLAMENTO EUROPEO Y DEL CONSEJO de 27 de abril de 2016 relativo a la protección de las personas físicas en lo que respecta al tratamiento de datos personales y a la libre circulación de estos datos, de obligado cumplimiento desde el 25 de mayo del 2018, Reglamento General de Protección de Datos (RGPD).



GRUPO JOMAR

Política de Colaboradores Anexo III Listas de Paraísos Fiscales y Países No cooperantes

Como consecuencia de las modificaciones realizadas en el primer trimestre de 2021 por el Grupo de Acción Financiera Internacional (GAFI) y por la Unión Europea de la lista de jurisdicciones de alto riesgo que presentan carencias graves en prevención del blanqueo de capitales y de la financiación del terrorismo (PBC y FT), y de países no cooperantes a efectos fiscales, GRUPO JOMAR® ha procedido a actualizar su Manual de Procedimientos de PBC y FT de Brokers y Colaboradores.

Inscrito en el Registro Mercantil de Madrid al Tomo 34.003, Folio 164, Sección 8, Hoja Nº M-611903, con NIF Nº B21122478

Paraísos Fiscales

- Anguilla
- Antigua y Barbuda
- Bermuda
- Emirato de Bahrein
- Fiyl
- Gibraltar
- Granada
- Isla de Man
- Islas Caimanes
- Islas Cook
- Islas de Guernsey y Jersey
- Islas Malvinas
- Islas Marianas
- Islas Mauricio
- Islas Salomón
- Islas Turcas y Caicos.
- Islas Virgenes Británicas
- Islas Virgenes EE. UU.
- Liechtenstein
- Macao
- Mónaco
- Montserrat
- Reino de Jordania
- República de Liberia
- República de Nauru
- República de Seychelles
- República de Vanuatu
- República Dominicana
- República Libanesa
- San Vicente y Granadinas
- Santa Lucía

No cooperantes fiscal

- Samoa Americana
- Fiyl
- Guam
- Palaos
- Panamá
- Samoa
- Trinidad y Tobago
- Islas Virgenes de los Estados Unidos
- Vanuatu
- Seychelles
- Angula
- Dominica

Acción Financiera (GAFI)

Albania, Barbados, Birmania, Botsuana, Camboya, Ghana, Jamaica, Mauricio, Nicaragua, Pakistán, Panamá, Siria, Uganda, Yemen, Zimbabue, Burkina Faso, Islas Cayman y Marruecos

Reglamento Delegado (UE) 2021/37

Afganistán, Bahamas, Barbados, Botsuana, Camboya, Ghana, Irak, Jamaica, Mauricio, Myanmar/Birmania, Nicaragua, Pakistán, Panamá, Siria, Trinidad y Tobago, Uganda, Vanuatu, Yemen, Zimbabue

Sanciones Int. De La ONU y UE

- Afganistán
- Bielorrusia
- Bosnia y Herzegovina
- Burundi
- China
- Guinea
- Guinea-Bissau
- Haití
- Irán
- Iraq
- Libano
- Libia
- Mali
- Moldavia
- Montenegro
- Myanmar
- Nicaragua
- República Centroafricana
- República Democrática del Congo
- República Democrática Popular de Corea (Corea del Norte)
- Rusia
- Serbia
- Somalia
- Sudán
- Sudán del Sur
- Siria
- Túnez
- Ucrania
- Venezuela
- Yemen
- Zimbabue

Las sanciones aplicables a cada país se relacionan en el siguiente [Mapa de sanciones de la UE](https://www.sanctionsmap.eu/#/main) <https://www.sanctionsmap.eu/#/main>.

GRUPO JOMAR® da cumplimiento a lo dispuesto en EL REGLAMENTO (UE) 2016/679 DEL PARLAMENTO EUROPEO Y DEL CONSEJO de 27 de abril de 2016 relativo a la protección de las personas físicas en lo que respecta al tratamiento de datos personales y a la libre circulación de estos datos, de obligado cumplimiento desde el 25 de mayo del 2018, Reglamento General de Protección de Datos (RGPD).



GRUPO JOMAR

Suppliers Policy

1. Objective

GRUPO JOMAR® is committed to the application of ethical governance practices and to the maintenance, development and supervision of compliance policies in all areas of activity. In this policy, which is developed with the aim of governing the behavior of GRUPO JOMAR® Suppliers, the commitment to comply with the United Nations Global Compact is expressed according to which "companies commit themselves to fight corruption in all their forms, including extortion and bribery. "

This ethical commitment extends to all the companies of GRUPO JOMAR®, its Professionals, Clients and Suppliers. As Suppliers, we refer to all those people who provide goods or services, who participate in commercial matters for any commercial purpose and receive payments, for any aspect related to the business of GRUPO JOMAR®.

This Policy must be understood and applied in conjunction with the rest of the policies of GRUPO JOMAR® and, in particular, with the Remuneration Policy and Incentives, the Anticorruption Policy and the Prevention and Management of Conflicts of Interest Policy.

2. Reach

This Policy is applicable to all persons who provide a service and to all employees, managers, collaborators and administrators of GRUPO JOMAR®.

3. Standards and Compliance with the Law and Business Ethics

GRUPO JOMAR® aims to develop business relationships based on principles of business ethics and transparency. Therefore, GRUPO JOMAR® strongly opposes the commission of any illegal act of any kind and promotes a preventive culture based on the principle of "zero tolerance" towards the commission of unlawful acts and the application of the following ethical principles.

I. RGPD and Privacy

Both the Supplier and GRUPO JOMAR® assume the obligations that correspond to them in accordance with current legislation on the protection of personal data.

GRUPO JOMAR®, complies with the provisions of Law 34/2002, of July 11, on Services of the Information Society and Electronic Commerce ([LSSICE](#)). It is also intended to inform our compliance with the Law on Intellectual Property ([LPI](#)), and the provisions of THE REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of April 27, 2016 on the protection of natural persons Regarding the processing of personal data and the free circulation of these data, mandatory since May 25, 2018, General Data Protection Regulation ([RGPD](#)).

GRUPO JOMAR® develops among other activities, mainly those established in: CNAE 6499. Other Financial Services, Except Insurance and Pension Funds N.C.O.P. Investment activities on their own, can be consulted at any time on the corporate website www.grupojomar.es.

In compliance with the provisions of the RGPD and the provisions of Organic Law 3/2018, of December 5, on the Protection of Personal Data and guarantee of digital rights, the customer of GRUPO JOMAR, S.L. may at any time exercise the rights of access, rectification, deletion / cancellation, limitation of treatment, portability and opposition, communicating it in writing and signed, accompanied by legal identity document, to GRUPO JOMAR®, Street, Marqués del Riscal 2, 28010 Madrid Spain, or by email: RGPD (@) grupojomar.es

II. Confidentiality

The Supplier undertakes not to disclose to third parties, the "Confidential Information", that it receives from GRUPO JOMAR® and to give said information the same treatment that they would give to the confidential information of their property. For purposes of this Policy "Confidential Information" includes all information disclosed by either party orally, visually, in writing, recorded on magnetic media or in any other tangible form and that is clearly marked as such when delivered. to the provider.

The Provider undertakes to keep confidential the "Confidential Information" it receives from GRUPO JOMAR® and not to give it to a third party different from its lawyers and advisors who have the need to know who must agree to confidentially keep said information. information.

The Supplier undertakes not to disclose the "Confidential Information" to third parties, without the prior written consent of GRUPO JOMAR®.

III. Discrimination and Harassment

We demand and offer fair and honest treatment to our Suppliers and treat people with respect and dignity.

We do not tolerate, prohibit and condemn any form of discrimination, be it for reasons of gender, marital status, age, religion, race, physical appearance, differences of opinion, political opinion, social condition, language, nationality, sexual orientation, pregnancy, disability. physical.

We do not tolerate, prohibit and condemn gender violence, which must be immediately denounced through the corresponding means.

We do not tolerate, prohibit and condemn sexual harassment or inappropriate sexual proposals, which must be immediately reported through the corresponding media.

IV. Conflicts of interest

We will not allow non-objective decisions about the selection of a Supplier against the customers, other suppliers, related third parties and the GRUPO JOMAR® itself for the benefit of any of its professionals.

Within the framework of action of a specific project, we do not allow not to inform or hide a situation of conflict of interest on the part of the GRUPO JOMAR® Professional or the Supplier.

Suppliers must quickly inform GRUPO JOMAR® Compliance Department, if they are aware of any relationship that could lead to a conflict or if an employee requests or requests a business courtesy that does not seem appropriate to the supplier. For this, the whistleblower channel info@grupojomar.es is at your disposal.

Consult the Policy of Prevention and Management of Conflicts of Interest.

V. Gifts

GRUPO JOMAR® does not grant or admit any type of gift that can be interpreted as something that exceeds normal commercial practices, or any situation aimed at receiving a favorable treatment in the performance of any activity in which the Group may be included. . For more information, please consult the GRUPO JOMAR® Gift Policy.

Any form of gift that may influence the independence of judgment or induce to guarantee any kind of favor is prohibited. This includes free invitations, labor promises, valuable gifts as custom providers.

IV. Corruption

The relationship between GRUPO JOMAR® and its Suppliers is based on legality, efficiency and transparency.

One of the principles of the United Nations Global Compact (to which GRUPO JOMAR® has adhered) is the fight against corruption, bribery and extortion. GRUPO JOMAR® does not tolerate, permit or engage in any type of corruption, extortion or bribery in the performance of its business activity, neither in the public nor in the private sector.

The ethical and responsible behavior is one of the pillars of the performance of GRUPO JOMAR® and its suppliers must comply with the policies, rules and procedures of AN regarding the prevention of corruption, bribery and extortion.

No Supplier of GRUPO JOMAR® shall offer or grant public officials, third parties or any GRUPO JOMAR® Professional, in the context of the business activity developed for or on behalf of it, directly or indirectly, gifts, gifts or other unauthorized benefits, whether in cash or in the form of other benefits, with the aim of obtaining favorable treatment in the granting or conservation of contracts or personal benefits or for the supplier company.

Acts of bribery, expressly forbidden, include the offer or promise, direct or indirect, of any type of improper advantage, any instrument for its concealment, as well as influence peddling.

The Supplier will comply with the strictest standards of ethical and moral conduct, respecting the applicable laws on this matter, making sure that the appropriate procedures are established that are required for that purpose.

VII. Health, Safety and Environment Practices

- ❑ **Environment:** maintain a preventive focus that favors the environment, promoting initiatives that promote greater environmental responsibility
- ❑ **Environmental aspects:** the Supplier will have an effective environmental policy and that fulfills all the obligations that correspond to it by the applicable legislation.
- ❑ **Waste and Emissions:** the Supplier will identify and manage the substances and other materials that represent a danger when released to the environment, in order to ensure their handling, transfer, storage, recycling or reuse and disposal in safe conditions and complying with applicable regulations . All waste, wastewater or emissions that have the potential to adversely affect the environment should be managed, controlled and treated appropriately.
- ❑ **Health and Safety:** The Supplier must comply with the standards and safety parameters required by applicable laws, paying special attention to the safety and health of its employees and subcontractors.

4. Sanctions in Case of Default

GRUPO JOMAR® reserves the right to terminate the commercial relationship with the Suppliers that violate this Policy or in case the employees, agents or subcontractors of the Supplier fail to comply with it.

GRUPO JOMAR® reserves the right to terminate the commercial relationship with Suppliers that do not provide written confirmation to GRUPO JOMAR®, upon request, that they have implemented a program to control that their Suppliers and subcontractors comply with this Policy.

GRUPO JOMAR® reserves the right to ask Suppliers to certify and acknowledge receipt and understanding of this Policy, as often as GRUPO JOMAR® establishes at its sole discretion.

In case of any breach, doubt, clarification, suggestion or comment of this Policy write to: info@grupojomar.es.



GRUPO JOMAR

Professional Capacity Policy

1. Object

Establish the way of foreseeing, detecting and satisfying the training and training needs for each job, as well as evaluating the effectiveness of the training activities undertaken. Similarly, it is the object of this procedure that all employees of GRUPO JOMAR® are properly trained and aware of Compliance issues.

2. Generalities

□ In the context of the ISMS documentation, and in particular, of this procedure, the following definitions are used:

- ✓ Training: activity to teach the general and specific knowledge that a person needs to develop the activities associated with a certain job.
- ✓ Training: activity to teach the skills that a person needs to develop their work in a certain job. It has an eminently practical nature and is directly related to the processes of providing services of a financial nature of GRUPO JOMAR®.
- ✓ Awareness: activity through which the relevance and importance of the activities developed is transmitted and how they contribute to the general objectives of GRUPO JOMAR®.

3. Methodology

1. Job Post Profiles

For each job, it is defined, with the collaboration that is required of the department managers of GRUPO JOMAR®, the training, experience and training requirements that must be met by the people who occupy them. These characteristics are defined in the jobs registered in the computer system. They will be consulted to create job offers by the Human Resources department.

□ For the definition of the position, the Human Resources Department defines, together with the heads of the Department, and the General Directorate the following:

- ✓ Work tasks
- ✓ Job responsibilities
- ✓ Required and desirable training
- ✓ Necessary and desirable experience
- ✓ Necessary and desirable competences
- ✓ Dependencies of the post

II. Worker's file

The Head of the Human Resources Department maintains a worker's file that includes the worker's file that is filled out by the worker at the signature of the pre-contract, the training activity reports, and the copies of the degrees and certificates obtained in the internal courses and / or external.

III. Detection and planning of training needs

The personnel assigned to a certain job is evaluated at planned intervals, in terms of their training and training, by their direct supervisor, by the Human Resources Department and, if applicable, by the General Directorate.

In addition, punctual evaluations of the training and competencies of each employee will be carried out when:

The working methods, services, processes or the development of the Compliance Management System activities are modified significantly.

A person is sought for another job whose profile differs significantly from the position he held.

The Human Resources Department, at the beginning of the year, consults with the heads of the different departments the training needs detected for the staff under their charge.

The Human Resources Department analyzes the proposals made by area managers and takes them into account for the preparation of the annual training plan. The proposed training actions may include both theoretical training activities (courses and seminars) and practical training and may be internal (taught by the staff of GRUPO JOMAR® or externally (taught by external training companies).

Once the proposed training activities have been analyzed, the Human Resources Department prepares the annual training plan identifying the dates and those responsible for its delivery (external training providers, responsible or internal expert staff, ...) for the delivery of said activities.

In addition to the above-mentioned training, some additional training activity may be carried out when, during the year, training needs are not foreseen but necessary for the performance of the functions.

The additional training proposals are communicated to the Human Resources Department so that, if the Management deems it appropriate, a new edition of the annual training plan is prepared.

Whenever changes occur in the reference standards of the integrated management system, the Responsible for the Compliance Management System should be formed accordingly to ensure that the rule changes are correctly implemented in the management system.

IV. Sensitization

Awareness campaigns are launched every year for all staff. The campaigns may be issued either by the Compliance Officer or by the Human Resources Department.

□ Awareness includes, among others:

- ✓ Importance of compliance with system policies and documentation.
- ✓ Legal Regulations.
- ✓ Data Protection. Confidentiality.
- ✓ Provision of Services subject to legal regulation.
- ✓ Awareness Customer services. SLA's.

An awareness campaign can be an email sent to all staff, face-to-face courses, delivery of documentation, posters in common areas.

V. New employees

Upon entry the employee receives the conduct manual and a welcome manual that includes a letter of access to the employee portal, where these documents are available in addition to the policies of GRUPO JOMAR® and other relevant documentation.

VI. Training follow-up

The Head of the Human Resources Department coordinates the necessary actions to achieve compliance with the training provided in the training plan.

Likewise, it verifies that the training and training activities are carried out for what a training activity report is given to the participants of the course / seminar / training so that they can be returned completed.

- ❑ The Head of the Human Resources Department evaluates the effectiveness of the training / training activities given through:
 - ✓ Review of training activity reports.
 - ✓ Review of training effectiveness evaluation reports.

At the end of each year, the Head of the Human Resources Department makes an assessment of the training activities carried out, by reviewing the corresponding records. At that time, it prepares a report with the conclusions of the assessment presented to the General Director for study and consideration in the annual review of the Compliance Management System.

VII. Evaluation of the effectiveness of training

To evaluate the effectiveness of the training received by the corresponding employees, the Human Resources department sends the impact survey of the training to the heads of the department to which the employee who has been trained belongs, always with the objective of obtaining confirmation of that the training carried out has been effective for the worker.



Objectives and Planning Policy

1. Object

This procedure defines the methodology used by GRUPO JOMAR® to establish and document the objectives and goals of the Compliance Management System, as well as to establish and keep up to date the programs and management plans established for its achievement.

2. Reach

This procedure is applicable to the activities developed by GRUPO JOMAR® to define, establish and evaluate compliance with the objectives and goals of the Compliance Management System.

3. General

- ❑ In the context of the ISMS documentation and, in particular, this procedure, the following definitions are used:
 - ✓ **Objective:** end of a general nature that has its origin in the management policy of GRUPO JOMAR®. It is consistent with it, measurable and, whenever possible, quantifiable. It will take into account the applicable legal requirements and the results of the assessment and treatment of risks.
 - ✓ **Target:** detailed performance requirement applicable to GRUPO JOMAR®, which has its origin in the objectives and that must be established and fulfilled in order to achieve them.
 - ✓ **Management program:** documented planning of actions to be carried out to achieve the established objectives and goals. The management program includes the assignment of responsibilities and the necessary means and deadlines.
 - ✓ **Management plan:** establishes the planning relative to processes necessary for the management of the service provided by the organization, as well as the proposed objectives and the resources and estimated deadlines for their achievement.

4. Methodology

I. Establishment and fulfillment of objectives

The Management Committee defines the objectives and goals for each year in the review meeting by management, reflecting them in the corresponding meeting minutes.

☐ In setting the objectives, at least the following is considered:

- ✓ Commitments acquired in the management policy.
- ✓ Legal and other requirements.
- ✓ Opinion of the interested parties.
- ✓ Legal and regulatory risks identified.
- ✓ Technological options, financial, operational and business requirements that may lead to improvements in the management of the improvement of the services provided by GRUPO JOMAR®.

The objectives and goals, whenever possible, are quantified and refer to indicators that allow evaluating compliance.

☐ The objectives and goals are defined by establishing:

- ✓ Execution time.
- ✓ Starting situation.
- ✓ Final status.
- ✓ Goals and actions to achieve the objectives and goals, respectively.
- ✓ Required actions, where appropriate, for the definition of goals.
- ✓ Frequency of tracking
- ✓ Responsible for the execution.

The head of the Compliance Management System monitors the degree of compliance with each objective and the goals established through the monitoring of the management program.

II. Establishment and Monitoring of the Management Program

Once the objectives and goals have been defined, the person responsible for the ISMS prepares the Objectives Management Program, which is approved by the General Director and distributed through the company's Intranet.

□ The aforementioned Management Program contemplates the following:

- ✓ Objective.
- ✓ Goal.
- ✓ Associated indicator (when applicable).
- ✓ Concrete actions to be carried out to achieve the objectives and goals proposed.
- ✓ The resources that will be employed.
- ✓ Responsible (s) for the execution of the proposed actions and the means (when appropriate).
- ✓ Start date of each specific action.
- ✓ Expected end date for each specific action.
- ✓ Follow-up date for each action.
- ✓ Result of the follow-up of the action.
- ✓ Registration or related document (when applicable).
- ✓ Real end date, that is, when that proposed action was actually closed.

The person in charge of the Compliance Management System informs the Management Committee, through the periodic meetings, of the results of the monitoring of the management program and of its degree of progress. It can promote, in view of the results of the monitoring of the management program, the preventive actions that it considers appropriate, according to the guidelines of the agreed procedure.

If once the deadline for the achievement of a specific action has been met, this has not been carried out, thus preventing compliance with the objectives and goals established, the person in charge of the Compliance Management System will proceed with the actions that he considers pertinent.



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