

## **Legal and Technical Protocol: The Fiduciary Accounting Model (FAM)**

**License:** GNU Affero General Public License (AGPLv3) **Scope:** Universal Wage Protection and Financial Sovereignty

This document establishes that current banking accounting practices (MAR code 550) are in direct violation of the **Belgian Wage Protection Act (Art. 4)**, the **Wage Act (Art. 5)**, and the **Banking Act (Art. 110)**. By utilizing the FAM protocol, we replace systemic legal fictions with mathematical certainty.

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### **1. Legal Pillars: The Primacy of Real Intent**

The foundation of this protocol rests on the **Rules of Contract Interpretation (Book 5 of the Belgian Civil Code)**. It challenges the unilateral conversion of labor value into banking debt.

#### **A. Primacy of the Real Will (Art. 5.65 CC)**

- **Legal Basis:** One must determine the common intention of the parties rather than adhering strictly to the literal meaning of words.
- **FAM Application:** The "real will" of an employee receiving wages is the acquisition of **possession** and the **preservation of purchasing power**. It is never the intent of the worker to provide an unsecured loan to a private bank. Any contract that converts wages into a banking liability is "manifestly irreconcilable" with the nature of the employment relationship.

#### **B. Limitation of Scope (Art. 5.65, 5° CC)**

- **Legal Basis:** Regardless of general wording, a contract covers only those matters on which it appears the parties intended to contract.
- **FAM Application:** Opening a payment account implies consent for a **payment facility**, not consent for the bank to use that wage mass to inflate the money supply (inflation). The contract is limited to administrative services, not the expropriation of the title of ownership.

#### **C. Interpretation Against the Drafter (Art. 5.66, 1° CC)**

- **Legal Basis:** In cases of persistent doubt, an adhesion contract is interpreted against the party who drafted it.
  - **FAM Application:** Bank terms are unilaterally imposed adhesion contracts. Therefore, any doubt regarding the status of wages (**Asset vs. Liability**) must be interpreted in favor of the employee. This necessitates **Operational Symmetry**.
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## 2. The Conflict: MAR 550 vs. Property Rights

Current accounting creates a **legal fiction** that violates the mathematical unity of the balance sheet:

1. **The Fiction:** The company records wages (MAR 550) as an **Asset**.
2. **The Paradox:** Simultaneously, the Banking Act allows the bank to use those same funds as *its* own Asset for lending.
3. **The Violation:** Two different entities cannot own the same underlying value as an Asset simultaneously without a shared "Zipper."

**The FAM Correction:** The company must record the transfer to the bank as a **Liability (Claim)** on its own books, recognizing that legal possession has shifted to a fiduciary custodian. The "Zipper" ensures that for every digital claim held by the employee, a corresponding real asset () is locked at the bank.

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## 3. Implementation Mandate

Under **Art. 5.65 CC**, the transfer of value from a company to a natural person is intended to create **private capital**, not to provide a financing tool for a bank.

To enforce this, any system implementing the FAM must adhere to the following **Fiduciary Identity**:

Without this mathematical link, the bank balance is merely a "promise to pay" which violates the **Wage Protection Act** by putting the worker's survival at risk of banking insolvency.