Data Processing Agreement

Effective Date: 25 Jan 2025

This Data Processing Agreement ("DPA") forms part of the agreement between EQUITYOWN TECH LLC FZ (registered at Meydan Free Zone, Dubai, UAE) (collectively referred to as the "Company") and users, partners, or service providers ("Processor") who process personal data on behalf of the Company under applicable data protection laws, including but not limited to the General Data Protection Regulation (GDPR).

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1. Purpose and Scope

This DPA defines the responsibilities and obligations of the parties regarding the processing of personal data under the agreement. The Processor agrees to process personal data only as instructed by the Company and in compliance with applicable laws.

a. Definitions:

- Controller: The Company, which determines the purposes and means of processing personal data.
- Processor: The entity processing personal data on behalf of the Controller.
- Data Subject: An identified or identifiable natural person to whom the personal data relates.
- Personal Data: Any information relating to an identified or identifiable individual.
- Processing: Any operation performed on personal data, including collection, storage, use, or destruction.

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2. Details of the Processing

a. Categories of Data Subjects:

The Processor will handle data related to the Company's clients, investors, employees, contractors, and third parties.

b. Types of Personal Data:

- Contact details (e.g., name, email, phone number, address).
- Identification details (e.g., passport, Emirates ID).
- Financial information (e.g., bank account details, transaction data).
- Platform usage and login data.

c. Purpose of Processing:

Personal data will be processed to:

- Facilitate transactions and investments.
- Manage accounts and user access to the Platform.
- Comply with legal and regulatory requirements.
- Enhance Platform functionality and user experience.

d. Duration of Processing:

The Processor will process personal data for the duration of the agreement, unless otherwise required by law.

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3. Obligations of the Processor

a. Compliance with Instructions:

The Processor shall process personal data only in accordance with the documented instructions of the Company. Any deviation must be authorized by the Company in writing.

b. Security Measures:

The Processor shall implement appropriate technical and organizational measures to protect personal data against unauthorized access, accidental loss, or unlawful processing. These measures include:

- Access controls to restrict data access to authorized personnel only.
- Encryption of data during transmission and storage.
- Regular security audits and system monitoring.

c. Confidentiality:

The Processor shall ensure that all personnel authorized to process personal data are subject to strict confidentiality obligations.

d. Data Breach Notification:

In the event of a personal data breach, the Processor must notify the Company without undue delay, providing sufficient details to allow the Company to comply with its legal obligations.

e. Sub-Processing:

The Processor may only engage sub-processors with the prior written consent of the Company. Sub-processors must comply with the same data protection obligations as the Processor.

f. Assistance:

The Processor shall assist the Company in fulfilling its obligations under applicable laws, including conducting data protection impact assessments and consultations with supervisory authorities as required.

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4. Obligations of the Controller

a. Lawful Data Collection:

The Company shall ensure that all personal data provided to the Processor has been collected lawfully and that the processing instructions comply with applicable data protection laws.

b. Data Subject Rights:

The Company is responsible for responding to data subject requests, such as access, correction, deletion, or portability of their data. The Processor shall assist the Company in fulfilling these requests as required by law.

c. Indemnification:

The Company agrees to indemnify the Processor for any damages arising from non-compliance with data protection laws due to the Controller's instructions.

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5. International Data Transfers

The Processor shall not transfer personal data outside the UAE or jurisdictions with equivalent data protection standards without prior written approval from the Company. If such transfers are necessary, the Processor shall ensure that appropriate safeguards are in place, such as standard contractual clauses or binding corporate rules.

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6. Data Deletion and Retention

Upon termination of the agreement or at the Company's request, the Processor shall delete or return all personal data, unless retention is required by law. Any retained data will be securely

stored and inaccessible for processing. Documentation of data deletion or return shall be provided upon request.

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7. Audit Rights

The Company reserves the right to audit the Processor's data protection practices, including:

- Reviewing security measures and documentation.
- Conducting on-site inspections, with reasonable notice.
- Requesting compliance certifications or third-party audit reports. The Processor shall cooperate fully with such audits and provide access to necessary information.

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8. Indemnification

The Processor shall indemnify and hold harmless the Company, its affiliates, and their respective officers, directors, employees, and agents from and against all claims, damages, losses, or expenses arising out of or in connection with the Processor's breach of its obligations under this DPA. The Company shall not be liable for any losses incurred by the Processor due to compliance with the Company's lawful instructions or applicable laws.

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9. Disclaimer

The Company provides the personal data "as is" and disclaims all warranties regarding the accuracy, completeness, or reliability of the data. The Processor assumes full responsibility for verifying the accuracy and legality of the data before processing. The Company shall not be liable for any direct, indirect, or consequential damages resulting from the Processor's use of the data beyond the agreed instructions.

10, Liability and Indemnification

The Processor shall be liable for damages caused by its failure to comply with this DPA. Both parties agree to indemnify each other for any claims resulting from non-compliance with data protection obligations.

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11. Governing Law and Dispute Resolution

This DPA is governed by the laws of the United Arab Emirates. Any disputes shall be resolved through arbitration or the courts in Dubai, UAE.

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12. Contact Information

For inquiries or to exercise data protection rights, please contact:

EQUITYOWN

Email: customercare@equityown.com

Phone: +971567771006

Address: EQUITYOWN TECH LLC FZ, Meydan Free Zone, Dubai, United Arab Emirates