

## Privacy Policy

Thank you for visiting the website of Unicoin DCX Limited (together with its affiliated entities, representatives and/or agents, “ABCC”, “we”, “us” or “our”). We are committed to protecting the privacy and security of visitors to our website (the “Site”). Please read this privacy policy (the “Privacy Policy”) carefully to understand generally how we collect personally identifying information about you and how we may use and disclose that personal information.

This Privacy Policy is part of and incorporated into the Terms and Conditions for the Site (“Terms and Conditions”), which govern your use of the Site. Please review the Terms and Conditions prior to using the Site. Capitalised terms used but not otherwise defined herein shall have the meanings ascribed to them in the Terms and Conditions.

USE OF OUR SITE OR PROVISION OF ANY PERSONAL INFORMATION CONSTITUTES AGREEMENT TO THIS PRIVACY POLICY. PLEASE DO NOT USE THE SITE OR PROVIDE INFORMATION (OR ALLOW OTHERS TO DO SO ON YOUR BEHALF) IF YOU (AND YOUR PRINCIPAL IF YOU ARE ACTING AS AGENT) DO NOT AGREE WITH ALL OF THE TERMS OF USE, INCLUDING THIS PRIVACY POLICY.

This Privacy Policy supplements but does not supersede nor replace any other consents you may have previously provided to ABCC in respect of your Personal Data, and your consents herein are additional to any rights which ABCC may have at law to collect, use or disclose your Personal Data.

ABCC may, from time to time, update this Privacy Policy to ensure that this Privacy Policy is consistent with our future developments, industry trends and/or any changes in legal or regulatory requirements. Subject to your rights at law, you agree to be bound by the prevailing terms of this Privacy Policy as updated from time to time on our website: <https://abcc.com/en/documents/privacy>. Please check back regularly for updated information on the handling of your Personal Data.

This Privacy Policy is issued in accordance with the Personal Data Protection Act 2010 (“Act”) as amended, revised and supplemented by the Personal Data Protection (Amendment) Act 2024, which governs the collection, use and processing of Personal Data within Malaysia, including Labuan. For the purposes of this Policy, ABCC acts as a ‘Data Controller’ and any third-party service provider processing Personal Data on our behalf acts as a ‘Data Processor’, in line with the amended Act

### 1. Personal Data

In this Privacy Policy, “Personal Data” refers to any data, whether true or not, about an individual who can be identified (a) from that data; or (b) from that data and other information to which we have or are likely to have access, including data in our records as may be updated from time to time.

The individual to whom the Personal Data relates is referred to as the “Data Subject.”

Examples of such Personal Data you may provide to us include (depending on the nature of your interaction with us) your name, national identification number, passport or other identification number, telephone number(s), mailing address, email address, transactional data and any other information relating to any individuals which you have provided us in any forms you may have submitted to us (including in the form of biometric data), or via other forms of interaction with you.

## 2. Collection of Personal Data

- Generally, we collect Personal Data in the following ways:
  - i. when you establish an account on the Site in order to get access to the Platform, including through the one-click account opening feature;
  - ii. when you use our electronic services, or interact with us via the Site or use services on the Site;
  - iii. when you submit any form, including but not limited to application, declaration, proposal or referral forms;
  - iv. in connection with the one-click account opening feature, when we collect your Personal Data from third-party application providers for ABCC account registration, or when we receive your Personal Data from third-party credit card issuers for verification purposes, pursuant to your explicit consent;
  - v. when you enter into any agreement or provide other documentation or information in respect of your interactions with or transactions on the Platform;
  - vi. when you interact with our staff, including customer service officers, relationship managers and other representatives, for example, via telephone calls (which may be recorded), letters, fax, face-to-face meetings and email;
  - vii. when you request that we contact you, be included in an email or other mailing list; or when you respond to our request for additional Personal Data, our promotions and other initiatives;
  - viii. when you are contacted by, and respond to, our marketing representatives and agents and other service providers;
  - ix. when you submit an employment application or when you provide documents or information including your resume and/or curriculum vitae in connection with any appointment as an officer, director, representative or any other position;
  - x. when we seek information about you and receive your Personal Data in connection with your relationship with us, including for banking products, insurance policies or job applications, for example, from business partners, public agencies, your ex-employer and the relevant authorities; and/or
  - xi. when you submit your Personal Data to us for any other reason.

When you browse our website, you generally do so anonymously but please see the section below on cookies.

- If you provide us with any Personal Data relating to a third party (e.g. information on your customers, spouse, children, parents, and/or employees), by submitting such information to us, you represent to us that you have obtained the consent of such third party to you providing us with their Personal Data for the respective purposes.

- You should ensure that all Personal Data submitted to us is complete, accurate, true and correct. Failure on your part to do so may result in our inability to provide you with products and services you have requested, including termination of your access to the Site and the Platform.

### 3. Purposes for the Collection, Use and Disclosure of Your Personal Data

- Generally, ABCC collects, uses and discloses your Personal Data for the following purposes:
  - i. responding to, processing and handling your complaints, queries, requests, feedback and suggestions;
  - ii. verifying your identity;
  - iii. facilitating and processing the one-click account opening and wallet funding features, including the disclosure of your Personal Data to third-party partners for the purpose of initiating or completing the registration of your account with that third-party partner, and sharing with credit card issuer partners for identity verification and account setup, pursuant to your explicit consent;
  - iv. managing the administrative and business operations of ABCC and the Platform and complying with internal policies and procedures;
  - v. facilitating business asset transactions (which may extend to any mergers, acquisitions or asset sales) involving ABCC or any of its affiliates;
  - vi. matching any Personal Data held which relates to you for any of the purposes listed herein;
  - vii. requesting feedback or participation in surveys, as well as conducting market research and/or analysis for statistical, profiling or other purposes for us to design our products, understand customer behaviour, preferences and market trends, and to review, develop and improve the quality of our Platform and Services;
  - viii. preventing, detecting and investigating crime, including fraud, money-laundering or terrorist financing and countering proliferation financing, and analysing and managing commercial risks;
  - ix. project management;
  - x. providing media announcements and responses;
  - xi. organising promotional events;
  - xii. in connection with any claims, actions or proceedings (including but not limited to drafting and reviewing documents, transaction documentation, obtaining legal advice, and facilitating dispute resolution), and/or protecting and enforcing our contractual and legal rights and obligations;
  - xiii. complying with any applicable rules, laws and regulations, codes of practice or guidelines or to assist in law enforcement and investigations by relevant authorities; and/or
  - xiv. any other purpose relating to any of the above.

These purposes may also apply even if you do not maintain any account(s) with us, or have terminated these account(s).

- In addition, where permitted under the applicable law, ABCC may also collect, use and disclose your Personal Data for the following purposes (which we may describe in our documents and agreements as “Additional Purposes” for the handling of Personal Data):
  - i. providing or marketing services, products and benefits to you, including promotions, loyalty and reward programs;
  - ii. matching Personal Data with other data collected for other purposes and from other sources (including third parties) in connection with the provision or offering of products and services, whether by ABCC or other third parties;
  - iii. administering contests and competitions, and personalising your experience at ABCC’s touchpoints; sending you details of products, services, special offers and rewards, either to our customers generally, or which we have identified may be of interest to you; and/or
  - iv. Conducting market research, understanding and analysing customer behaviour, location, preferences, and demographics so that we can offer you products and services, as well as special offers and marketing programmes that may be relevant to your preferences and profile.
  
- If you have provided your telephone number(s) and have indicated that you consent to receiving marketing or promotional information via your telephone number(s), then from time to time, ABCC may contact you using such telephone number(s) (including via voice calls, text, fax or other means) with information about our products and services (including discounts and special offers).
  
- In relation to particular products or services or in your interactions with us, we may also have specifically notified you of other purposes for which we collect, use or disclose your Personal Data. If so, we will collect, use and disclose your Personal Data for these additional purposes as well, unless we have specifically notified you otherwise.

#### 4. Disclosure of Personal Data

- ABCC will take reasonable steps to protect your Personal Data against unauthorised disclosure. Subject to the provisions of any applicable law, your Personal Data may be provided, for the purposes listed above (where applicable), to the following entities or parties:
  - i. ABCC’s affiliates or related corporations;
  - ii. counterparties and their respective banks in relation to fund transfers, payments, drawing of cheques, and other transactions;
  - iii. agents, contractors or third-party service providers who provide operational services to ABCC, such as courier services, telecommunications, information technology, payment, payroll, processing, training, market research, storage, archival, customer support investigation services or other services to ABCC;
  - iv. vendors or other third-party service providers in connection with promotions and services offered by ABCC;
  - v. credit reporting agencies;

- vi. any business partner, investor, assignee or transferee (actual or prospective) to facilitate business asset transactions (which may extend to any merger, acquisition or any debt or asset sale) involving ABCC;
- vii. external banks, credit card companies and their respective service providers;
- viii. our co-brand and other business partners, to the extent applicable;
- ix. our professional advisers such as our auditors and lawyers;
- x. relevant government regulators, government ministries, statutory boards or authorities and/or law enforcement agencies, whether local or overseas, including the Securities and Exchange Commission of the United States, and other applicable governmental agencies, to comply with any directions, laws, rules, guidelines, regulations or schemes issued or administered by any of them;
- xi. surveyors, auctioneers, valuers or other third parties in relation to loans and other credit facilities such as mortgages;
- xii. brokerage houses, central and/or national depositories, fund houses, registrars, custodians, nominee banks, external banks and investment vehicles in relation to asset management and investment product settlement processing;
- xiii. to the extent applicable, any swap repository, trade data repository, reporting agent, clearing house, centralised clearing party (including any clearing member of such clearing house or centralised clearing party), clearing broker, multilateral or other trading facility, system or platform or such other communication network or auction facility; and/or
- xiv. any other party to whom you authorise us to disclose your Personal Data to.

## 5. Cross-Border Data Transfer

- As a Labuan entity operating globally, ABCC may transfer, store, and process your Personal Data in countries outside of Malaysia and Labuan. By agreeing to this Policy, you consent to such transfer. ABCC shall take reasonable steps to ensure that any receiving jurisdiction and/or third-party recipient is bound by legally enforceable obligations to afford the transferred Personal Data a standard of protection comparable to the requirements of the Labuan FSA and international best practices.

## 6. Data Retention

- ABCC shall retain your Personal Data for as long as necessary to fulfil the purpose for which it was collected, or as required by applicable laws and regulations. For compliance with the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 (AMLA) and Labuan FSA guidelines, ABCC is required to retain all records relating to customer identification, transactions, and suspicious activity reports for a minimum period of seven (7) years after the termination of the business relationship.

## 7. Use of Cookies

- When you interact with us on the Site, we automatically receive and record information on our server logs from your browser. We may employ cookies in order for our server to recognize a return visitor as a unique user including, without limitation, monitoring information relating to how a visitor arrives at the website, what kind of browser a visitor

is on, what operating system a visitor is using, a visitor's IP address, and a visitor's click stream information and time stamp (for example, which pages they have viewed, the time the pages were accessed and the time spent per web page).

- Cookies are small text files stored in your computer or other electronic devices which allow us to remember you or other data about you. The cookies placed by our server are readable only by us, and cookies cannot access, read or modify any other data on an electronic device. All web-browsers offer the option to refuse any cookie, and if you refuse our cookie then we do not gather any information on that visitor.
- In compliance with the Personal Data Protection (Amendment) Act 2024, we will only deploy non-essential cookies (such as analytics, advertising, or profiling cookies) with your explicit consent. Essential cookies, which are strictly necessary to provide you with access to the Site or services requested by you, will be activated without requiring prior consent. You have the right to withdraw or modify your cookie consent at any time through your browser settings or our consent management tool.
- Should you wish to disable the cookies associated with these technologies, you may do so by changing the setting on your browser. However, you may not be able to enter certain part(s) of the Site.

## 8. Data Security and Data Subject Rights

- ABCC will take reasonable efforts to protect Personal Data in its possession or its control by making reasonable security arrangements to prevent unauthorised access, collection, use, disclosure, copying, modification, disposal or similar risks. ABCC shall ensure that any third-party Data Processor is contractually obligated to comply with the Security Principle of the Act and maintain appropriate physical, technical and organisational measures to protect Personal Data from any loss, misuse, modification, unauthorised or accidental access or disclosure, alteration or destruction. However, we cannot completely guarantee the security of any Personal Data we may have collected from or about you, or that for example no harmful code will enter the Site (for example viruses, bugs, trojan horses, spyware or adware). We are not responsible for the intentional or criminal acts of third parties such as hackers or "phishers." You should be aware of the risks associated with using the Site.
- While we strive to protect your Personal Data, we cannot ensure the security of the information you transmit to us via the Internet or when you access the Platform via mobile phones, and we urge you to take every precaution to protect your Personal Data when you use such platforms. We recommend that you change your passwords often, use a combination of letters and numbers, and ensure that you use a secure browser.
- If applicable, you undertake to keep your username and password secure and confidential and shall not disclose or permit it to be disclosed to any unauthorised person, and to inform us as soon as reasonably practicable if you know or suspect that someone else knows your username and password or believe the confidentiality of your username and password has been lost, stolen or compromised in any way or that actual or possible

unauthorised transactions have taken place. We are not liable for any damages resulting from any security breaches, on unauthorised and/or fraudulent use of your username and password.

- In the event of a Personal Data breach, ABCC shall take immediate steps to contain the breach and notify the affected Data Subjects and the relevant supervisory authority as soon as practicable, and in any event within 72 hours, if the breach is likely to cause significant harm, in accordance with applicable legal requirements.
- ABCC has appointed a Data Protection Officer (DPO) responsible for overseeing compliance with this Policy and the Act. The DPO's contact information is: dpo@abcc.com. We will publish the DPO's business contact information on our Site as required by the Act.

#### 9. Third-Party Sites

- The Site may contain links to other websites operated by third parties. We are not responsible for the privacy practices of websites operated by third parties that are linked to the Site. We encourage you to learn about the privacy policies of such third-party websites. Once you have left the Site, you should check the applicable privacy policy of the third-party website to determine how they will handle any information they collect from you.

#### 10. Contacting Us - Feedback, Withdrawal of Consent, Access and Correction of your Personal Data

- If you have any questions or feedback relating to your Personal Data or our Privacy Policy or if you want to withdraw your consent to any or all use of your Personal Data granted by you, you can email us at [email protected].
- You have the right to request access to and correction of your Personal Data held by ABCC. Requests for access or correction must be submitted to the email address above and may be subject to a reasonable fee to meet ABCC's administrative costs in complying with that request.
- If you withdraw your consent to any or all use of your Personal Data, depending on the nature of your request, ABCC may not be in a position to continue to provide its products or services to you, or administer any contractual relationship already in place. This may also result in the termination of any agreements you have with ABCC, and your being in breach of your contractual obligations or undertakings. ABCC's legal rights and remedies in such an event are expressly reserved.

#### 11. Governing Law and Arbitration

- This Privacy Policy and your use of this website shall be governed in all respects by the laws of Labuan.

- All Parties agree that if any dispute arises out of or in connection with this Agreement (including its Exhibits and all documents incorporated hereto by reference), including any question regarding its existence, validity or termination which cannot be settled through negotiation, they shall in good faith, be referred to and try to settle by arbitration by this Privacy Policy's competent jurisdiction, of a national mediation or resolution Authority, whose rules are deemed to be incorporated by reference in this clause. The dispute shall be resolved by one (1) arbitrator appointed by the parties. If the parties cannot agree on one (1) arbitrator, the dispute shall be resolved by three (3) arbitrators, one (1) appointed by ABCC, one (1) appointed by you and the third appointed by the first two (2) arbitrators. The arbitration proceedings shall be conducted in English. Any award is final and may be enforced in any court of competent jurisdiction. The award shall apportion the costs of arbitration. The parties shall duly and punctually perform their obligations hereunder pending issuance of the arbitral award.

## 12. Effective Time

The effective date of this Privacy Policy was October 1, 2025.