

PRIVACY POLICY AND PERSONAL DATA PROCESSING POLICY

Dune Layer Finance Ltd.

Edition dated January 1, 2026. This Privacy Policy and Personal Data Processing Policy (hereinafter referred to as the "Policy" or "this Policy") defines the procedure for the collection, storage, use, disclosure, transfer, and other forms of processing of personal data of individuals (hereinafter referred to as the "User" or "data subject") by Dune Layer Finance Ltd. (hereinafter referred to as the "Company", "Operator", "we", "us", "our"), operating in accordance with applicable international and national legislation in the field of personal data protection and information security. This Policy has been developed in accordance with the requirements of applicable regulations on personal data protection and constitutes an integral part of the user agreement, as well as other contractual documents published on the Company's official website. Any person accessing the Company's website thereby expresses their acknowledgment of this Policy and acceptance of its terms in full.

1. GENERAL PROVISIONS, APPLICABILITY AND DEFINITIONS

1.1. This Policy applies to all categories of personal data that may be received by the Operator as a result of the User's visit to the Company's online resource, interaction with feedback forms, submission of inquiries, entry into contractual relationships, as well as in the course of any other interaction between the Company and the User, including remote interaction, in the context of providing information, financial technology, consulting, and related services.

1.2. For the purposes of this Policy, the following key terms are used: "personal data" means any information relating to a directly or indirectly identified or identifiable natural person; "processing of personal data" means any action (operation) or set of actions (operations) performed with or without the use of automation, including collection, recording, systematization, accumulation, storage, clarification, retrieval, use, transfer, anonymization, blocking, deletion, destruction; "operator" means a person who independently or jointly with others organizes and/or carries out the processing of personal data; "data subject's consent" means a specific, informed and unambiguous indication of the data subject's agreement to the processing of their data.

1.3. Use of the Company's website, completion of any forms on it, provision of contact or other information about oneself, or any other interaction with the Operator constitutes the User's unconditional consent to the terms of this Policy in its current version, including consent to the processing of personal data in the ways specified in this document. If the User does not agree with the terms of this Policy in whole or in any part, they must immediately cease using the website and any other resources of the Company and refrain from providing their personal data.

1.4. The Company reserves the right to make changes to this Policy at any time without prior notice to Users. The new version of the Policy takes effect from the moment of its publication on the Company's official website, unless otherwise expressly provided by the new version. Continued use of the website after changes are made constitutes the User's unconditional consent to the updated version of the Policy. Users are advised to periodically check the current version of this Policy.

1.5. This Policy does not apply to the actions of third parties using resources accessible via links posted on the Company's website. The Company is not responsible for the privacy policies, data processing practices, or content of such third parties. Users are advised to review the privacy policies of the relevant third parties before providing them with any personal data.

1.6. This Policy applies to the Company's activities regardless of the manner in which the User's personal data was obtained — directly from the User, from third parties, or from publicly available sources — provided that such data is used by the Company in accordance with the purposes established by this Policy.

2. COMPOSITION AND CATEGORIES OF PERSONAL DATA COLLECTED

2.1. For the purposes of providing services, fulfilling obligations, and informing Users, the Company may collect the following categories of data: last name, first name, middle name (if applicable) or the name of the organization represented by the User; email address; messenger numbers and other means of prompt communication, in particular a Telegram messenger ID and similar services; technical identifiers used in distributed ledger systems (blockchain addresses, wallet identifiers); IP address and other technical data about the Internet connection; cookies, tracking pixels and similar technologies; data about the device, browser, operating system, visit times, pages viewed, clicks, transitions, and other analytical information automatically transmitted by equipment when visiting the website; geolocation data in aggregated (anonymized) form.

2.2. The provision of personal data by the User is voluntary. However, failure to provide certain data necessary for the fulfillment of a request or the provision of a service may result in the inability to provide the relevant services, respond to the request, or enter into a contract with the User.

2.3. The Company does not intentionally collect special categories of personal data, including but not limited to: information about racial or ethnic origin, political views, religious or philosophical beliefs, trade union membership, state of health, sexual life or orientation, biometric data, genetic data. If such data is accidentally transmitted to the Operator by the User, the Operator undertakes to immediately destroy it.

2.4. The Company may collect data from publicly available sources, including social networks, professional platforms, and other public resources, for the purposes established by this Policy, to the extent permitted by applicable law.

3. PURPOSES OF PERSONAL DATA PROCESSING

3.1. Users' personal data is processed by the Company exclusively for lawful, specific and predetermined purposes, including but not limited to: (a) identification of the User and establishment of feedback through available communication channels; (b) processing of requests, applications and inquiries submitted by the User through forms on the website, by email or by other means; (c) provision of information, consulting and financial technology services in accordance with contractual terms; (d) fulfillment of contractual obligations, provision of information on their execution and resolution of disputes; (e) informing the User about changes in service conditions, tariffs, technical regulations, new products, promotions, and other material circumstances; (f) improvement of the quality of the website, its functionality, design and user experience based on behavioral data analysis; (g) ensuring information security, countering fraud, unauthorized access and abuse; (h) compliance with applicable legislation, regulatory requirements and court decisions; (i) maintaining internal statistics, analytics and management reporting in aggregated form.

3.2. The Company does not use Users' personal data for purposes incompatible with those specified in this section without obtaining additional, free, specific, informed and unambiguous consent of the data subject, formalized in accordance with applicable law.

3.3. In the event of a change in the purposes of personal data processing, the Company notifies Users by publishing an updated version of this Policy on the official website.

4. LEGAL GROUNDS FOR PERSONAL DATA PROCESSING

4.1. Processing of personal data is carried out by the Operator on the following lawful grounds: (a) on the basis of the data subject's consent, expressed by using the website, completing forms and providing data to the Operator; (b) for the performance of a contract to which the data subject is a party, or in order to take steps at the request of such a subject prior to entering into a contract; (c) for compliance with a legal obligation to which the Operator is subject under applicable law; (d) in order to protect the vital interests of the data subject or another natural person where the data subject is physically or legally incapable of giving consent; (e) for the purposes of the legitimate interests pursued by the Operator or a third party, provided that such interests do not override the interests, rights and freedoms of the data subject.

4.2. The Operator may process personal data without the consent of the data subject exclusively in cases expressly provided for by applicable law, including for the purpose of fulfilling the requirements of authorized government bodies, protecting the Operator's interests in legal proceedings, and preventing security threats.

5. CONDITIONS OF STORAGE, RETENTION PERIODS AND PROTECTION OF PERSONAL DATA

5.1. The Company takes necessary organizational and technical measures to protect personal data from unauthorized or accidental access, destruction, modification, blocking, copying, distribution, as well as from other unlawful actions by third parties. The security measures applied include, in particular: use of secure data transmission protocols (SSL/TLS); encryption of stored data; restriction of access to personal data on the basis of the principle of minimum necessity and separation of duties; regular audit, review and update procedures for the information security measures applied; training of personnel in compliance with confidentiality requirements.

5.2. Personal data is stored by the Company for no longer than is necessary to achieve the purposes of their processing, or for the period expressly established by applicable law. In general, the retention period for data received through website forms is no more than three (3) years from the date of the User's last interaction with the Company, unless otherwise established by applicable law or the terms of the contract. Upon expiry of the specified periods, personal data shall be destroyed or irreversibly anonymized.

5.3. Notwithstanding the measures taken, the Company cannot guarantee absolute protection against unauthorized access due to the inherent technical risks of the Internet, actions of malicious actors, and force majeure circumstances. The User independently takes appropriate precautions when transmitting data over open communication channels, including the use of strong passwords and up-to-date antivirus software.

5.4. In the event of a security breach that is likely to result in a risk to the rights and freedoms of data subjects, the Company notifies the relevant data subjects and/or competent authorities within the timeframes and in the manner prescribed by applicable law.

6. TRANSFER OF PERSONAL DATA TO THIRD PARTIES AND DISCLOSURE OF INFORMATION

6.1. The Company does not sell, exchange, rent, or otherwise transfer Users' personal data to third parties for remuneration under any circumstances, except as expressly provided by this Policy or applicable law.

6.2. Personal data may be transferred to third parties exclusively in the following cases: (a) with the explicit, free and informed consent of the User for such transfer; (b) upon a lawful request from authorized government or supervisory authorities in the cases and manner prescribed by applicable law; (c) for the protection of the Company's rights, legitimate interests and property in judicial, arbitration or administrative proceedings; (d) to trusted partners, affiliates or service providers of the Company (including technical providers, payment operators, analytical services), exclusively to the extent necessary for the provision of relevant services, provided that such persons have undertaken obligations to maintain an appropriate level of confidentiality equivalent to that established by this Policy; (e) in the event of reorganization, merger, acquisition or other change in the Company's corporate structure — to the successor or asset acquirer, provided that it assumes similar obligations to protect personal data.

6.3. When transferring personal data to third parties, the Company ensures the conclusion of appropriate data processing agreements guaranteeing an adequate level of protection, including by incorporating standard contractual clauses, mandatory instructions and control mechanisms.

6.4. The Company is not responsible for the actions of third parties who gained access to personal data as a result of the User's violation of the terms of this Policy or information security requirements.

7. COOKIES, TRACKING PIXELS AND ANALYTICS

7.1. The Company's website uses cookies — small text files automatically saved on the User's device when visiting the website — as well as similar technologies (tracking pixels, web beacons, local storage) to ensure the basic functionality of the website, authorization, saving user preferences, traffic analysis, targeting, improving user experience and for other purposes specified in this Policy. Cookies may be session-based (deleted at the end of the browser session) or persistent (stored for a set period of time).

7.2. The Company uses the following categories of cookies: (a) strictly necessary — ensure the basic operation of the website and cannot be disabled; (b) functional — allow the User's preferences to be remembered; (c) analytical — collect aggregated information about the use of the website; (d) marketing — used to display relevant advertising (where applicable).

7.3. The User may configure their browser to reject all or certain categories of cookies, as well as to delete previously saved files. Refusing certain categories of cookies may result in partial limitation of the website's functionality, but does not prevent its basic use.

7.4. The Company may use third-party analytics services that collect, process and store data in accordance with their own privacy policies. The Company is not responsible for the data processing practices of such services.

8. RIGHTS OF THE DATA SUBJECT AND THE PROCEDURE FOR THEIR EXERCISE

8.1. In accordance with applicable law, the data subject has, in particular, the following rights: (a) the right of access — to receive confirmation of the fact of processing of their personal data and to familiarize themselves with it; (b) the right to rectification — to request correction of inaccurate, incomplete or outdated personal data; (c) the right to erasure ("right to be forgotten") — to request the destruction of personal data in cases provided for by applicable law; (d) the right to restriction of processing — to request the suspension of data processing in cases provided for by law; (e) the right to withdraw consent — without prejudice to the lawfulness of processing carried out prior to withdrawal; (f) the right to data portability — to receive their data in a structured, machine-readable format; (g) the right to object to processing, including for direct marketing purposes; (h) the right to challenge decisions made solely on the basis of automated processing; (i) the right to lodge a complaint with a competent supervisory authority in the field of personal

data protection.

8.2. To exercise these rights, the User may submit a request to the Company's email address specified on the official website. The request must contain sufficient information to identify the data subject and describe the requirement. The Company processes requests from data subjects within the timeframes established by applicable law, generally no later than thirty (30) calendar days from receipt of the request.

8.3. The Company may refuse to fulfill a request in cases provided for by applicable law, in particular if its fulfillment is impossible without violating the rights of third parties, legislative requirements or the Company's legitimate interests. In the event of a refusal, the Company provides the data subject with a reasoned response.

9. LIMITATION OF LIABILITY

9.1. The Company is responsible for the proper processing of personal data exclusively within the limits established by applicable law. The Company is not responsible for consequences arising from the User's provision of inaccurate, incomplete, outdated or third-party personal data.

9.2. The Company is not responsible for damage caused to the User as a result of unauthorized access by third parties to personal data due to circumstances beyond the Company's control, including the actions of malicious actors, technical failures, force majeure circumstances, and software vulnerabilities beyond the Company's control.

9.3. The Company's aggregate liability to the User for all claims related to personal data processing is limited to the extent established by applicable law. The Company is not liable for indirect, incidental, special or punitive damages, lost profits or other losses arising from the use or inability to use the website.

10. CROSS-BORDER DATA TRANSFER

10.1. Due to the international nature of Dune Layer Finance Ltd.'s activities, Users' personal data may be transferred, stored and processed in various jurisdictions, including countries where the level of personal data protection may differ from that in the User's country of residence. The Company takes measures to ensure an adequate level of data protection for cross-border transfers, including by entering into agreements with standard contractual clauses recognized by competent data protection authorities.

10.2. Use of the Company's website constitutes the User's informed consent to the possibility of cross-border transfer of their personal data to the extent and for the purposes established by this Policy. The User may withdraw such consent at any time by sending a corresponding notification to the Company's contact details.

10.3. The Company ensures that any cross-border transfer of personal data is carried out with appropriate protection guarantees meeting the standards of applicable law, including by applying technical and organizational measures ensuring the confidentiality, integrity and availability of the transferred data.

11. MINORS

11.1. The Company's website is not intended for persons under the age of eighteen (18). The Company does not intentionally collect personal data of minors. If the Company becomes aware that personal data of a minor has been received without the proper consent of parents or legal representatives, the Company will take measures to immediately delete such data. If you are a parent or legal representative of a minor and believe that their data may have been provided to the Company, please contact us immediately using the contact details provided on the official website.

12. DISPUTE RESOLUTION PROCEDURE

12.1. Prior to filing a claim in court, arbitration or a competent supervisory authority, the User must send the Company a written complaint with a detailed description of the substance of the claims, the circumstances on which they are based, and the proposed settlement methods. The complaint is sent to the Company's email address specified on the official website. The Company considers the complaint within thirty (30) calendar days from receipt and sends a reasoned response.

12.2. If the parties have not reached a mutually acceptable agreement at the pre-trial stage, the User may apply to a competent court, arbitration, or authorized data protection supervisory authority in accordance with applicable law. This Policy does not restrict the User's right to apply to supervisory authorities in the field of personal data protection.

13. AMENDMENT AND TERMINATION OF DATA PROCESSING

13.1. The User may at any time send the Company a request to cease processing of their personal data. In such a case, the Company ceases processing the data within a reasonable time, except in cases where such processing is necessary for the fulfillment of legal obligations, the protection of the Company's or third parties' rights, or is expressly provided for by applicable law.

13.2. Cessation of personal data processing at the User's request may result in the impossibility of further provision of the Company's services to the User. The Company notifies the User of such consequences prior to fulfilling their request.

14. FINAL PROVISIONS

14.1. This Policy is an official document of Dune Layer Finance Ltd. and is valid indefinitely until replaced by a new version. All previously effective versions of the Policy lose their force upon the entry into force of the new version.

14.2. Matters not regulated by this Policy shall be resolved in accordance with applicable international and national legislation in the field of personal data protection, including, in particular, the General Data Protection Regulation (GDPR) — with respect to data subjects located in the territory of the European Union, and the relevant national legislative acts — with respect to other data subjects.

14.3. The invalidity of individual provisions of this Policy does not entail its invalidity as a whole. Invalid or unenforceable provisions shall be replaced by other provisions as close as possible in meaning and legal effect to the original ones.

14.4. The Company may unilaterally amend, supplement or revoke any provisions of this Policy. The current version of the Policy is always available on the Company's official website. The date of the last update is indicated at the beginning of the document.

14.5. This Policy is available in English and Russian. In the event of discrepancies between the language versions of the Policy, the English version shall prevail for users in English-speaking jurisdictions, unless otherwise required by applicable law.

14.6. All notifications, requests and other correspondence related to personal data processing and the exercise of data subjects' rights shall be sent to the Company's contact details posted on its official website. The Company guarantees consideration of each request and provision of a response within the timeframes established by applicable law.