

## Privacy Policy

### 1. INTRODUCTION

**Lemax Holding Limited** (hereinafter “**Lemax**” and/or the “**Company**”) is committed to protecting the personal information and the right to privacy of the visitors of this website, customers, associates, business partners and counterparties (hereby collectively as “**Users**” and individually as the “**User**”) in accordance with the laws and regulations of the Abu Dhabi Global Market including but not limited to the ADGM Data Protection Regulations 2021 and its subsequent amendments (the “**ADGM DP Regulations**”).

Should you have any questions or concerns about this Privacy Policy (hereinafter the “**Policy**”), or our services with regard to your personal information, please contact us at [investors@lemax.com](mailto:investors@lemax.com) When you visit our website [www.lemax.com](http://www.lemax.com) and fill in a contact form, or participating in a communication with us, you trust us with your personal information. Lemax takes your privacy very seriously. In this Privacy Policy, we seek to explain to you in the clearest way possible what information we collect, how we use it, and what rights you have in relation to it. This Privacy Policy applies to all information collected through one of the following channels:

- Our website [www.lemax.com](http://www.lemax.com)
- Email [investors@lemax.com](mailto:investors@lemax.com)
- Phone conversation with Lemax employee(s)
- When you visit our office or meet with our employees

(Collectively as the “**Channels**” and each individually as the “**Channel**”). Please read this Privacy Policy carefully as it will help you make informed decisions about sharing your personal information with us.

### 2. PERSONAL INFORMATION – WHAT AND HOW COLLECTED

For the purpose of this Policy “Personal Information” shall mean any information submitted to Lemax through the Channels by the User in connection with the services provided by Lemax. The personal information Lemax collects via the Channels may include details such as:

- your name
- your date of birth

- your gender
- your nationality
- your bank details
- your email address
- your address (business and residential)
- your landline and mobile telephone numbers (business and personal)
- any other information that you choose to provide to us when filling out a contact form on our website
- your geographic location (country/territory where you are living and/or working)

Some information – such as IP address and/or browser and device characteristics – is collected automatically when Users visit the Lemax website.

Lemax automatically collects certain information when the User visits, uses, or navigates Lemax's website. This information does not reveal User specific identity (like name or contact information) but may include device and usage information, such as User IP address, browser and device characteristics, operating system, language preferences, referring URLs, device name, country, location, information about how and when the User uses the Lemax website and other technical information. This information is primarily needed to maintain the security and operation of the Lemax website and for internal analytics and reporting purposes. Lemax also collects information through cookies and similar technologies. More detailed information about this can be found in Lemax Cookies Policy.

### **3. PURPOSE**

This Policy has been designed to demonstrate Lemax's commitment to maintaining Users trust, and confidence and respecting their right to protect their personal information.

### **4. USE OF PERSONAL INFORMATION**

Lemax uses personal information collected via Channels for a variety of business purposes described below. The Company processes User personal information for these purposes in reliance on Lemax's legitimate business interests (“**Business Purposes**”), in order to enter into or perform a contract with the User (“**Contractual**”), with User consent (“**Consent**”), and/or for compliance with Company’s legal obligations (“**Legal Purposes**”). Lemax uses the information collected or received:

- To send Users marketing and promotional communications for Business Purposes. Lemax may use the personal information for marketing purposes if this is in accordance with the User marketing preferences. Users can opt-out of our marketing emails at any time (see the section “**Users Privacy Rights**” below).
- To send administrative information to Users for Business and Marketing Purposes. Lemax may use personal information to send Users product, service, and new feature information and/or information about changes to terms, conditions, and policies of the Company. • Request feedback for Lemax Business and Marketing Purposes. The Company may use personal information to request feedback and to contact Users about their experience with the Company website.
- To protect Lemax business for Business Purposes and/or Legal Purposes. The Company may use personal information as part of Company’s efforts to keep Lemax business, services, and operations safe and secure (for example, for fraud, money laundering, bribery and corruption monitoring and prevention).
- To enforce Lemax terms, conditions, and policies for Business and Legal Purposes.
- For other Business Purposes. Lemax may use personal information for other Business Purposes, such as information analysis, identifying usage trends, determining the effectiveness of promotional campaigns and to evaluate and improve Lemax website, services, marketing, and Users experience.

## **5. DISCLOSURE OF PERSONAL INFORMATION**

The Company only discloses personal information with User consent, to comply with laws, to protect User rights, or to fulfill business and legal obligations. Lemax only shares and discloses personal information in the following situations:

- **Compliance with Laws.** Lemax may disclose personal information where the Company is legally required to do so in order to comply with applicable laws, governmental requests, a judicial proceeding, court order, or legal process, such as in response to a court order or a subpoena (including in response to public authorities to meet national security or law enforcement requirements).
- **Vital Interests and Legal Rights.** Lemax may disclose Users' personal information where the Company believes it is necessary to investigate, prevent, or take action regarding potential violations of Lemax policies, suspected fraud, money laundering, financing terrorism situations involving potential threats to the safety of any person and illegal activities, or as evidence in litigation in which Lemax are involved.

- **Contractors, Consultants, and Other Third-Party Service Providers.** Lemax may share Users personal information with third-party vendors, service providers, contractors, consultants, or agents who perform services for the Company or on Lemax's behalf and require access to such information to do that work. Examples include information analysis, email delivery, hosting services, customer service, and marketing efforts. Unless described in this Policy, Lemax does not share, sell, rent, or trade Users' personal information with third parties for their promotional purposes.

- **Business Transfers.** Lemax may share or transfer Users' personal information in connection with, or during negotiations of, any merger, sale of company assets, financing, or acquisition of all or a portion of Lemax's business to another company. Lemax may share Users personal information with the Company's affiliates, in which case Lemax will require those affiliates to honor this Privacy Policy. Affiliates include Lemax parent company and any subsidiaries, joint venture partners, or other companies that Lemax controls or that are under common control with Lemax.

- **Business Partners.** Lemax may share Users personal information with business partners to offer Users certain products, services, or promotions.

- **With User Consent.** Lemax may disclose User personal information for any other purpose with his/her consent.

## 6. PURPOSE

As an international company with Users worldwide, Lemax may transfer and access personal information around the world, including to and from the European Economic Area. To comply with applicable laws and regulations, Lemax maintains strong data protection and privacy controls to protect Users' personal information during cross-border and international transfers, as well as during periods of storage in foreign countries.

Lemax believes that the User's essential privacy rights are not contingent on his/her nationality or residency. While applicable laws always govern data privacy matters, Lemax intends for this Privacy Policy to apply generally to Users and their personal information around the world. Nevertheless, privacy laws and regulations are a constantly changing landscape, so Lemax reserves the right to deviate from this Privacy Policy where applicable law provides for a different approach.

## 7. KEEPING PERSONAL INFORMATION

Lemax will only keep personal information for as long as it is necessary for the purposes set out in this Privacy Policy unless a longer retention period is required or permitted by law (such as tax, accounting, or other legal requirements).

When Lemax has no ongoing legitimate business need to process the personal information of the User, the Company will either delete or anonymize it or, if this is not possible (for example, because personal information has been stored in backup archives), then Lemax will securely store personal data and isolate it from any further processing until deletion is possible.

## **8. KEEPING PERSONAL INFORMATION SAFE**

Lemax aims to protect Users' personal information through a system of organizational and technical security measures.

Lemax has implemented appropriate technical and organizational security measures designed to protect the security of any personal information the Company processes. However, Users also should remember that Lemax cannot guarantee that the Internet itself is 100% secure. Although the Company will do its best to protect personal information, the transmission of personal information to and from Lemax website is at the User own risk. Users should only access the services within a secure environment.

## **9. USER PRIVACY RIGHTS**

The Users have certain rights under applicable data protection laws which include the right:

- to request access and obtain a copy of the User's personal information
- to request rectification or erasure
- to restrict the processing of the User's personal information; and
- if applicable, to data portability.

In certain circumstances, the User may also have the right to object to the processing of his/her personal information. To make such a request, the User should contact Lemax at [investors@lemax.com](mailto:investors@lemax.com) . The Company will consider and act upon any request in accordance with applicable data protection laws.

If we are relying on your consent to process your personal data, you have the right to withdraw your consent at any time. Please note, however, that this will not affect the lawfulness of the processing before its withdrawal.

If you are a resident of the European Economic Area and you believe we are unlawfully processing your personal data, you also have the right to complain to your local data protection supervisory authority. You can find their contact details here: [http://ec.europa.eu/justice/data-protection/bodies/authorities/index\\_en.htm](http://ec.europa.eu/justice/data-protection/bodies/authorities/index_en.htm).

## **10. COOKIES AND SIMILAR TECHNOLOGIES**

Most Web browsers are set to accept cookies by default. If you prefer, you can usually choose to set your browser to remove cookies and to reject cookies. If you choose to remove cookies or reject cookies, this could affect certain features or services of our website.

## **11. POLICY UPDATES**

Lemax will update this Policy as necessary to stay compliant with relevant laws.

The Company may update this Privacy Policy from time to time. The updated version will be indicated by an updated “Revised” date and the updated version will be effective as soon as it is accessible. If we make material changes to this Privacy Policy, we may notify you either by prominently posting a notice of such changes or by directly sending you a notification. We encourage you to review this Privacy Policy frequently to be informed of how we are protecting your information.

## **12. CONTACT INFORMATION**

If you have questions or comments about this Policy, email us [investors@lemax.com](mailto:investors@lemax.com) .

## Cookie Policy

The website <https://lemax.com/> (hereinafter referred to as the "**Website**") uses cookies and similar technologies to ensure the utmost convenience for users (hereinafter referred to as the "**Users**") by promptly providing personalized information (including login, which can be the user's email or mobile phone number), remembering marketing preferences (including participation in affiliate programs), and Website content. By using this Website, you confirm your consent with this Cookie Policy (hereinafter the "**Policy**"). If you do not agree to this Policy, you must adjust your browser settings accordingly or refrain from using the Website.

This Policy pertains to the Website's rules regarding personal information provided by the Users to the Website administration (user's name/surname/patronymic/nickname, year of birth, user's address or device, IP address, email, user's search queries, internet addresses of web pages, and the thematic content of web pages visited by the User, the geographical address of the User's internet connection, etc.).

### 1. General Provisions

While viewing any page of the Website, the page itself is loaded onto your computer, and a small text file called a cookie may also be loaded, allowing us to determine whether a particular computer and/or User has visited this site before.

Cookies are used to improve the efficiency of operations and obtain analytical information. Cookies may be placed on your device by the Website administration (these cookies are called "first-party"). Some cookies may be placed on your device by other operators. These cookies are called "third-party cookies."

The information we obtain through cookie files helps us provide our services in the most convenient way for you and can also help us develop an understanding of our customers. Cookie files provide users with a personalized experience of using the Website and ease of navigation, help track the most visited web pages, determine the effectiveness of advertising and internet searches. Cookie files also help prevent the loss of user data in case of page updates on the website.

### 2. Information about Cookie Files

Cookie files are small text files saved by your internet browser on your computer, tablet PC, phone, or another device that you use to visit a website. A cookie file often contains a unique anonymous identifier sent to your browser by the website's computer and stored on your computer's hard drive.

Cookie files store information about your internet preferences. Users can configure their computers to automatically accept all cookie files, receive a notification every time a website attempts to write its cookie to the user's hard drive, or not accept any cookie files at all. The latter option means that some personal services may not be available to users, and users who choose such settings may not have full access to all sections of the website.

Used cookie files include:

1. Operational cookie files (gather information about website usage). Operational cookie files are not used to collect personal information about the website's users. All information collected through them is intended for statistical purposes and remains anonymous.
2. Functional cookie files (collect and remember user choices on the website). Information provided by functional cookie files does not allow user identification or tracking of user activity on websites unrelated to the Company.
3. Advertising cookie files (record information about user actions on the Internet, data on links and advertisements that users have chosen to view).

### 3. Managing Cookie Files

To learn how to configure cookie file settings, refer to the "Help" function of your browser.

You can:

1. Disable the storage of cookie files.
2. Limit their creation by specific websites.
3. Set up a notification for receiving cookie files in your browser.
4. Delete cookie files from your PC's hard drive at any time (file: "cookies").

If you have configured your computer to completely prohibit the acceptance of cookie files, you can still anonymously visit the website until you decide to use one of the website's services. However, it should be noted that with full deactivation of cookie files, some personal services may not be provided to the user, and users who choose such settings may not have full access to all sections of the website.

### 4. Cookie File Storage Period

Some cookie files are active from the moment you enter the website until the end of the specific browsing session in the browser. When the browser is closed, these files become unnecessary and are automatically deleted.

Some cookie files are stored on the device and remain after the browser session ends—they are not deleted after the browser is closed. Such cookie files are called "persistent."

## 5. Using Cookies in Internet and Mobile Advertising

Advertising may be provided to you based on your internet activity or when using mobile devices, as well as based on your search actions, responses to our advertisements or emails, visited pages, your geographical region, or other information. Such ads may appear on our website or on third-party websites. Technological partners we cooperate with to conduct advertising campaigns based on your interests may be participants in self-regulating associations. On this website, you may also see third-party ads depending on the pages you visit, actions you perform on our website and on other websites. Third-party providers use cookie files when providing services for us or other companies; in such cases, we do not control the use of this technology, or the information obtained through it and are not responsible for any actions or policies of third parties.

## 6. Third-Party Cookie Files

The Website uses information-sharing buttons that allow visitors to bookmark a page and share its content on social networks. When you click one of these buttons to share information on social media, the selected social media may create a cookie file. The website does not control the use of these cookie files, so you should contact the relevant third-party website for additional information.

Please note: When visiting a page with content embedded from other websites, those websites may create their own cookie files in your browser. The website does not control the use of these cookie files and cannot access them due to the peculiarities of cookie file operation—access to them is only available to the party that originally created them. For more detailed information about these cookie files, please refer to third-party websites.

## 7. Additional Conditions

This Policy applies to this Website and all online services, regardless of how you access the network. By accessing the Website, you agree to this Policy each time you visit the website from any device. Any changes to this Policy will be posted here. The Company reserves the right to change the Policy, in whole or in part, and such changes will come into effect upon publication on the Website. Your continued use of the Website expresses your agreement with all such changes.

In case of any queries related to this Policy, you can contact us in one of the following ways.

Email us at [investors@lemax.com](mailto:investors@lemax.com)



## **Terms and conditions**

Please read these 'Terms and Conditions' carefully. These are general terms and conditions of Lemax Holding Limited ("Lemax" and/or the "Company") governing your access and use of the Company website <https://lemax.com/> (the "**Website**"). If you do not agree with them, please do not use the Website. By continuing to use the website, contents and/or any of the services shown on the Website, you agree to be bound by these Terms and Conditions.

### **Acceptance**

You undertake that your use of the Website (which includes all contents on the screen, web links, emails and other services and information, along with the subsequent changes in due course means you fully agree to the Terms and Conditions. Your eligibility for the products and services offered on the Website is subject to Lemax determination and acceptance. You also undertake that your use of the Website shall not:

- Violate the respective applicable laws.
- Harm the public image of the Website and will only be used for all defined, permitted and productive means.
- Represent any fraudulent business activity; and that your use of the Website and any consequential business decision will be at your own risk.

### **Copyright. All Rights Reserved.**

Copyright on the pages and on the screens displaying the pages, along with the information and materials therein and in their arrangement, is owned by LEMAX unless otherwise indicated. Re-use of any content is strictly prohibited unless otherwise stated.

### **Trademarks**

LEMAX, its subsidiaries, affiliates, contractors and/or participating corporations, are the owners of the trade and service marks appearing on this Website and all rights are reserved in respect of such trade and service marks.

### **No warranty**

The Company does not warrant the accuracy, correctness, completeness and acceptance of the content and / or any other information and / or materials available on the Website. No warranties of any kind are given, whether express, implied or by laws, including but not limited to the warranties of non-infringement of third-party rights, security, fitness, quality, compatibility, accuracy and safety.

## **Limitation of liability**

Under no circumstance LEMAX will be liable for any features, functions (programming errors, other errors, linking, rectification of the errors, updates, omissions), and safety mechanisms built into the Website (including loss / damage of any personal data / information, or any loss whether foreseen, foreseeable, known or otherwise). Lemax and/or any of its affiliates will not be liable for any consequential, incidental damage, whether direct or indirect, arising out of the use of the Website.

Contents of the Website have not been investigated or verified and are not continuously monitored. The Company reserves all rights to disclose information as it deems necessary to satisfy any applicable law, or refuse to disclose, edit, or to remove any content or information or materials, in whole or in part, at its sole discretion.

## **Submission**

All information submitted to Lemax via the Website shall be deemed (and remain) the property of Lemax, which shall be free to use, for any purpose, any ideas, concepts, know-how or techniques contained in information, a visitor to this Website provides Lemax through this Website. Lemax shall not be subject to any obligations of confidentiality or privacy regarding information submitted, except as agreed by Lemax or as otherwise specifically agreed or required by law.

## **Variations**

These Terms and Conditions are subject to change at any time without prior notice and even after any such change, will not alter the obligation of the User.

## **Governing law and jurisdiction**

Your use of the Company Website, its content, services and / or any information / material posted or available on this website, shall be governed by the laws of the Abu Dhabi Global Market and you agree to submit to the exclusive jurisdiction of ADGM courts.

## **Disclaimer**

No representation or warranty of any kind whatsoever is given, express or implied, for the accuracy, correctness, completeness, fitness to the purpose or non-infringement of any content or any other information or material posted or available on the Website. Any tangible or intangible harm / damage or any consequential or incidental damage thereof of any kind to the user, by accessing the Website and/or any breach of the undertaking, is entirely at the user's own risk.