

PRIVACY POLICY

OROTAL Commodities Trading SA

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PLEASE READ THIS PRIVACY POLICY CAREFULLY TO UNDERSTAND HOW WE HANDLE YOUR INFORMATION.

User Submissions

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If you have any comments or questions about OROTAL's privacy policy, please contact us at welcome@orotal.com

This Privacy Policy describes the data protection practices of OROTAL Commodities Trading SA (together referred to as "**OROTAL Commodities Trading SA**" "**we**," "**us**," or "**our**"). This Privacy Policy applies to all websites owned and operated by us that link to this Privacy Policy (the "**Sites**"), OROTAL Commodities Trading SA's Blockchain Cryptographic Communicator services and applications, and related online and offline services (collectively, the "**Services**"). The Services enable users to store data and communicate with us.

OROTAL Commodities Trading SA is a company and service provider that provides decentralized cloud storage and communication by connecting those seeking to store data ("**Users**") with our company which is providing space for cloud storage ("**Blockchain Cryptographic Communicator by OROTAL**") (the "**Storage Services**").

Data submitted by Users to us is encrypted, which prevents others from accessing the content of the Storage Materials. OROTAL Commodities Trading SA acts as a service provider/processor of Storage Materials on behalf of its Users. Individuals whose data may be included in Storage Materials ultimately are subject to the privacy policies . Accordingly, for the purposes of the European Union (“**EU**”) General Data Protection Regulation (“**GDPR**”), Users act as the data controller with respect to the processing of the Storage Materials. OROTAL Commodities Trading SA is not responsible for the privacy practices of Users. OROTAL Commodities Trading SA acts as the data controller.

By using the Services, you expressly and voluntarily are accepting the terms and conditions of this Privacy Policy and our Terms of Use (and other applicable agreements, such as the Terms of Use www.orotal.com and Terms of Use Blockchain Cryptographic Communicator by OROTAL) (collectively, “**Agreements**”) that allow us to process information about you.

CONFIDENTIALITY

Definition of Confidential Information. During the course of performance under this Agreement, each party may make available to the other party information that is not generally known to the public and at the time of disclosure is either identified as or should reasonably be understood by the

receiving party to be, proprietary or confidential (the “**Confidential Information**”). Confidential Information specifically includes, but is not limited to, specialized telemetry data or dashboards, Company business plans, product plans and roadmaps, strategies, forecasts, projects and analyses, financial information and fee structures, business processes, methods and models, and technical documentation.

Confidential Information does not include information that (a) is or becomes publicly available without breach of this Agreement by the receiving party; (b) was known to the receiving party prior to its disclosure by the disclosing party; (c) is or was independently developed by the receiving party without the use of any Confidential Information of the disclosing party; or (d) is or was lawfully received by the receiving party from a third party under no obligation of confidentiality.

Protection of Confidential Information. Except as otherwise expressly permitted under this Agreement, with the express prior written consent of the disclosing party, or as required by law provided, that data will still be accessible over our decentralized and fully encrypted platform, the receiving party will not disclose, transmit, or otherwise disseminate to a third party any Confidential Information of the disclosing party. The receiving party will use the same care and discretion with respect to the Confidential Information received from the disclosing party as it uses with its own similar information, but in no event less than a reasonable degree of care. The receiving party may disclose the disclosing party’s Confidential Information to its employees, affiliates, consultants,

subcontractors, agents, or advisors (“Representatives”) who have a strict need to access the Confidential Information for the purpose of performing under this Agreement and only to those who are obligated to maintain the confidentiality of such Confidential Information upon terms at least as protective as those contained in this Agreement. Either party may disclose the terms of this Agreement to potential parties to a bona fide fundraising, acquisition, or similar transaction solely for purposes of the proposed transaction, provided that any such potential party is subject to written non-disclosure obligations and limitations on use no less protective than those set forth herein.

Equitable Relief. The receiving party acknowledges that the remedy at law for breach of this Section may be inadequate and that, in addition to any other remedy the disclosing party may have, it shall be entitled to seek equitable relief, including, without limitation, an injunction or injunctions (without the requirement of posting a bond, other security or any similar requirement or proving any actual damages), to prevent breaches or threatened breaches of this Section by the receiving party or any of its Representatives and to enforce the terms and provisions of this Section in addition to any other remedy to which the disclosing party is entitled at law or in equity.

Compelled Disclosure. The receiving party may access and disclose Confidential Information of the disclosing party if legally required to do so in connection with any legal or regulatory

proceeding; provided, that data will be still accessible over our decentralized and fully encrypted platform, however, that in such event the receiving party will, if lawfully permitted to do so, notify the disclosing party within a reasonable time prior to such access or disclosure so as to allow the disclosing party an opportunity to seek appropriate protective measures. If the receiving party is compelled by law to access or disclose the disclosing party's Confidential Information as part of a civil proceeding to which the disclosing party is a party, the disclosing party will reimburse the receiving party for the reasonable costs of compiling and providing secure access to such Confidential Information. Receiving party will furnish only that portion of the Confidential Information that is legally required to be disclosed, and any Confidential Information so disclosed shall maintain its confidentiality protection for all purposes other than such legally compelled disclosure.