Elite Golden Sands

Cookie Policy

Elite Golden Sands Real Estate L.L.C S.O.C

Effective Date: [*]

1 INTRODUCTION

1.1 This Cookie Policy ("Policy") explains how Elite Golden Sands Real Estate L.L.C S.O.C ("Golden Sands", "we", "us", "our") uses cookies, local storage, software development kits and similar tracking technologies on goldensandsestate.com and its subdomains, the investor and agent dashboards, the Property Tracker CRM, the support desk, our mobile applications, and any other property that links to this Policy (collectively, the "Platform"). It applies to visitors, registered investors, agents, agencies, owners, and the internal operators and support staff who use our internal applications.

1.2 This Policy does not govern the substance of the property, listing, enquiry, deal or client records held on the Platform, nor personal information which agents, agencies and owners hold in their own capacity as independent controllers. Those matters are addressed in our Privacy Policy and Terms of Service.

1.3 This Policy forms part of, and is to be read together with, our Terms of Service and our Privacy Policy, and it expands clause 7 of the Privacy Policy. Where a Golden Sands service is provided under a separate written agreement, that agreement governs its own subject matter. This Policy is governed by the federal laws of the United Arab Emirates as applied in the Emirate of Dubai, consistently with clause 20 of the Terms of Service, in the event of any inconsistency between this Policy and the Privacy Policy as to the use of Cookies, this Policy prevails.

1.4 Because we handle identity documents, financial enquiries and client relationship data for regulated real estate professionals, we apply the same data-minimisation discipline to our own marketing and support properties that we apply to the Platform itself.

2 DEFINITIONS AND INTERPRETATION

2.1 In this Policy:

"Applicable Law" means the data protection, privacy and electronic communications laws applicable to our use of Cookies on the Platform, including those identified in section 7.

"Consent Interface" means the consent banner and preference centre made available on the Platform, as described in section 8.

"Cookies" means cookies and the similar technologies described in section 3, referred to collectively.

"Cookie Inventory" means the itemised register of Cookies described in section 11 and maintained on the Platform.

"Platform" has the meaning given in clause 1.1.

2.2 Headings are for convenience only and do not affect interpretation. Capitalised terms not defined in this Policy have the meaning given to them in the Terms of Service.

3 WHAT COOKIES ARE

3.1 A cookie is a small text file placed on your browser or device when you visit a website. Cookies allow a site to recognise a device, keep you signed in, remember settings, maintain security and understand how the site is used.

3.2 We also use technologies which are not cookies but perform comparable functions, including browser local storage and session storage, pixels, tags, software development kits and identifiers within our mobile applications, embedded content and scripts, and server-side logs. In this Policy all of these are referred to as Cookies.

3.3 Cookies do not give access to the documents you upload to the Platform. The Cookies used in our website and application interfaces are separate from the storage, access-control and verification mechanisms applied to identity documents, listing media and client records.

4 CATEGORIES OF COOKIE WE USE

4.1 Strictly necessary Cookies

These Cookies are required for the operation and security of the Platform. They maintain your signed-in session by means of short-lived access tokens and a refresh token delivered as an Secure, HttpOnly cookie, the name, attributes and lifetime of which are stated in the Cookie Inventory; support the single sign-on hand-off between the public site and the Property Tracker CRM; apply role-based permissions; maintain security, rate limiting and abuse prevention on the sign-in and enquiry endpoints; support checkout and payment sessions; record your cookie choices; and detect errors and security events.

Because these Cookies are necessary to provide a service you have requested, or to operate and secure our systems, they cannot be disabled through the Consent Interface. Blocking them at

browser level will prevent sign-in, will end sessions prematurely, and will cause the hand-off between the public site and the CRM to fail. Clause 8.3 explains the browser-level controls available to you and their effect.

4.2 Functional and preference Cookies

These Cookies remember choices and settings, including display language, display currency, search filters and sort order, grid, list or map view, recently viewed listings, notification and interface preferences, and accessibility settings. Where Applicable Law requires consent, they are set only after consent is given.

4.3 Analytics and performance Cookies

These Cookies help us understand how the Platform is used. They may record pages and listings viewed, searches and filters applied, links clicked, referring website, approximate location derived from IP address, browser and device type, time on page, navigation paths, feature usage, error reports and performance measurements.

We use this information to measure traffic, identify faults, improve usability and understand which features are used. Where feasible we minimise directly identifying information, use aggregated or pseudonymised data, and limit retention. These Cookies are set only after consent.

Listing performance statistics shown to agents in the CRM — views, distinct viewers, saves, alert subscribers and comparisons — are derived from records held in our own systems and, where you are signed in, from your account, and not from analytics Cookies alone. Their treatment is described in the Privacy Policy.

4.4 Marketing Cookies

Subject to consent and Applicable Law, we may use marketing Cookies to measure the effectiveness of our campaigns, understand how visitors reached us, measure conversions and limit how often the same advertisement is shown. We do not sell personal information, and we do not share personal information for cross-context behavioural advertising, as those expressions are used in United States State privacy laws.

4.5 Social media and embedded-content Cookies

The Platform includes embedded content and third-party functionality — including maps and travel-time tools, embedded property tours and videos hosted on third-party services, payment checkout, and social sharing and posting features used by agents to publish a listing to a connected social account. Such content may set Cookies when you interact with it, and the third party will process the resulting information under its own policies. Any third party whose

content sets a Cookie on the Platform is subject to section 6, is named in the Cookie Inventory, and where the Cookie is not strictly necessary is set only after consent through the Consent Interface. Embedded content is loaded on a click-to-activate basis where technically practicable, so that no third-party Cookie is set unless you choose to interact with it. We do not control, and are not responsible for, Cookies which a third party sets through its own website or application once you leave the Platform.

5 COOKIES IN THE SIGNED-IN APPLICATIONS

5.1 When you sign in to the investor dashboard, the agent dashboard, the Property Tracker CRM, the admin console or the support desk, we use strictly necessary Cookies and similar technologies to authenticate your account, maintain a secure session, apply the permissions attaching to your role and team scope, protect application and interface sessions, detect suspicious activity, retain workspace settings, record security and audit events, and support subscriptions, GoldenChips and CRM access administration.

5.2 The Property Tracker CRM stores application files on your device so that it loads quickly. Following a deployment, a refresh may be required for the updated version to load.

5.3 Application Cookies remain essential even where analytics and marketing Cookies are disabled. They are not used to inspect the contents of identity documents or client records, which are governed by the Privacy Policy and, where applicable, a separate written agreement.

6 THIRD-PARTY COOKIES AND VENDORS

6.1 We keep third-party Cookies to the minimum the Platform requires. Any third-party technology which sets a Cookie must satisfy each of the following before it is deployed:

- It is named specifically in the Cookie Inventory, identifying the provider, the category, the purpose and the retention period, and is never described only as “a third party” or “our partners”;
- Where it processes personal information on our behalf, it is engaged under written terms imposing obligations consistent with Applicable Law, including confidentiality, security and restrictions on further use;
- Any transfer of personal information outside the United Arab Emirates is made on a basis permitted by Applicable Law, as described in the Privacy Policy;

- It is not used to sell personal information or to share it for cross-context behavioural advertising; and
- It is reviewed at least annually as part of the audit described in section 12.

6.2 Where a category of Cookie is not in use on the Platform, no Cookie in that category is set, and the Cookie Inventory records the category as unused. Introducing a new category or a new vendor requires an updated version of this Policy and fresh consent before the new Cookie is set.

7 LEGAL BASIS ACROSS JURISDICTIONS

7.1 The Platform is directed at users in the United Arab Emirates, and is visited by prospective investors located elsewhere. This Policy is designed to meet the higher of the applicable standards across the jurisdictions below, rather than adopting a lowest-common-denominator approach. Our baseline is opt-in consent for all non-essential Cookies, applied to every visitor irrespective of location. Nothing in this Policy is an acknowledgement that we are established in, or a submission to the jurisdiction of, any jurisdiction listed below; each is addressed because the Platform may be accessed from it.

United Arab Emirates — Federal Decree-Law No. 45 of 2021 (PDPL)

- Requirement: personal data must be processed on a lawful basis, with consent where no other basis applies; consent must be clear, informed and capable of withdrawal; data subjects must be told the purposes of processing.
- Compliance: strictly necessary Cookies are set on the basis that the processing is necessary to provide the services you have requested and for our legitimate interests in operating and securing the Platform, which PDPL permits without consent; all other Cookies are set only on consent given through the Consent Interface, withdrawable at any time; purposes are stated by category in section 4 and itemised in the Cookie Inventory.

EU/EEA — GDPR (Regulation (EU) 2016/679) and the ePrivacy Directive (2002/58/EC)

- Requirement: prior, informed, freely given and granular consent for non-essential cookies; withdrawal must be as easy as giving consent.
- Compliance: opt-in banner with category-level toggles; a “Reject All” control of equal prominence to “Accept All”; a preference centre reachable from every page; withdrawal in a single click. Strictly necessary Cookies are set in reliance on the exemption for storage or access strictly necessary to provide a service explicitly

requested by the user, and not in reliance on consent or on legitimate interests, neither of which is available for the storage or access step itself.

United Kingdom — UK GDPR and PECR

- Requirement: a regime substantively mirroring the EU framework, with regulator guidance on banner design.
- Compliance: the same consent mechanism serves visitors from the United Kingdom, and the banner follows the prominence and parity expectations of that guidance. Strictly necessary Cookies rely on the equivalent exemption under the PECR.

Kingdom of Saudi Arabia — Personal Data Protection Law

- Requirement: consent-based processing with disclosure of purposes, where the Platform is directed at or processes the data of individuals in the Kingdom.
- Compliance: the same opt-in standard applies. Where our services extend to markets beyond the United Arab Emirates, they are made available only where and to the extent lawful, consistent with our Terms of Service. Any transfer of the personal data of individuals in the Kingdom outside it is made on a basis permitted by that law.

United States — California Consumer Privacy Act (as amended by the CPRA) and comparable State privacy laws

- Requirement: notice at or before collection of the categories of personal information collected through Cookies and the purposes of collection; a right to opt out of the sale of personal information and of sharing for cross-context behavioural advertising; recognition of opt-out preference signals.
- Compliance: we do not sell personal information and do not share it for cross-context behavioural advertising; the opt-in standard described above exceeds the opt-out standard required; opt-out preference signals are honoured as described in section 10.

Children's privacy

- Requirement: no knowing collection of personal data from children without the consent required by Applicable Law.
- Compliance: the Platform is intended for persons aged eighteen (18) years or older. We do not knowingly set non-essential Cookies for, or collect data from, anyone below that age. Where we become aware that a non-essential Cookie has been set for a person below that age, we delete the Cookie and any data derived from it.

7.2 Design principle. By applying the highest applicable consent standard to every visitor, we avoid serving a lower standard to a visitor from a stricter regime because of their

apparent location. Where a jurisdiction imposes obligations beyond consent, those are layered on as additional measures rather than treated as alternatives.

8 CONSENT MECHANISM

8.1 A single global consent standard applies to all visitors, rather than jurisdiction-specific banners, in the interests of consistency and auditability. The consent banner:

- Presents “Accept All” and “Reject All” with equal visual weight, size and one-click accessibility;
- Allows each category — functional, analytics and marketing — to be accepted or rejected independently;
- Does not pre-tick any non-essential category;
- Links to this Policy and to the Cookie Inventory before a choice is made;
- Is presented again at intervals of no more than twelve (12) months, so that consent is not treated as continuing indefinitely;
- Is presented again whenever a material change is made to the categories or vendors in use; and
- Records the choice, its timestamp and the version of this Policy then in effect, to support an evidentiary record of consent.

8.2 You may withdraw or amend your consent at any time through the cookie preference link in the footer of every page, with the same ease as it was given.

8.3 Independently of the Consent Interface, you may control Cookies through your browser or device settings, including by blocking Cookies or deleting those already stored. Those controls operate at browser and device level, so a choice made in one browser or on one device does not carry over to another. Deleting Cookies will also delete the record of your cookie choices, with the result that the Consent Interface will be presented to you again. Blocking strictly necessary Cookies will prevent the Platform from operating as described in clause 4.1.

8.4 Withdrawal does not affect the lawfulness of processing carried out before withdrawal. Where consent is refused or withdrawn, non-essential Cookies already set are deleted or expired at the earliest technically practicable point, and no further non-essential Cookie is set.

9 COOKIE DURATION

9.1 Session Cookies are deleted automatically when the browser is closed. The refresh token cookie which keeps you signed in expires after the period stated in the Cookie Inventory,

currently seven (7) days from issue, and is cleared server-side as well as on your device when you sign out.

9.2 Persistent Cookies are retained only for the period stated in the Cookie Inventory. No functional, analytics or marketing Cookie is retained for more than twelve (12) months without renewed consent, consistent with the interval at which consent is sought again under clause 8.1.

9.3 Records of consent are retained for the period necessary to demonstrate compliance with Applicable Law and are and are retained for no longer than the period within which a claim or regulatory action in respect of the relevant processing may be brought, after which they are deleted.

10 DO NOT TRACK AND GLOBAL PRIVACY SIGNALS

10.1 No consistent industry standard for "Do Not Track" signals has been adopted and most browsers no longer send one. The Platform therefore does not respond to Do Not Track signals, and we do not rely on them as a consent mechanism.

10.2 Where a browser-level opt-out signal such as the Global Privacy Control is detected, it is honoured as an opt-out in respect of any category of Cookie which would otherwise require consent, in addition to and not instead of the opt-in standard described in section 8.

11 COOKIE INVENTORY

11.1 A live, itemised list of every Cookie or equivalent technology set on the Platform stating the name, whether it is first-party or third-party, the provider, the category, the specific purpose and the exact retention period, is maintained on our own domain at https://www.goldensandsestate.com/cookies and linked from this Policy and from the Consent Interface. It is updated whenever the cookie stack changes.

11.2 The Cookie Inventory forms part of this Policy and is incorporated into it by reference.

12 REVIEW, AUDIT AND CHANGE MANAGEMENT

12.1 The live cookie inventory is reviewed jointly by those responsible for legal compliance and for engineering at least annually, and immediately following any new vendor integration on the Platform. The date, participants and outcome of each review are recorded and retained as part of our accountability records.

12.2 Any Cookie detected on the Platform which is not already listed in the Cookie Inventory is treated as non-compliant until it has been categorised and disclosed and, where it is not strictly necessary, placed behind consent.

12.3 A material change — including a new category, a new vendor or an extended retention period — triggers an updated version number and "Last Updated" date, and requires renewed consent from returning visitors.

13 CHANGES TO THIS POLICY

13.1 We update the version number and the "Last Updated" date at the top of this Policy whenever a change is made. A summary of material changes is maintained in a version history accessible from the same page as this Policy. Where a change requires renewed consent, the Consent Interface is presented again before any affected Cookie is set.

14 CONTACT US

14.1 Questions about this Policy, our use of Cookies or your privacy choices may be sent to us at the addresses set out below. We aim to acknowledge an enquiry within five (5) business days and to respond substantively within the period required by Applicable Law.

Cookies, consent and privacy enquiries: privacy@goldensandestate.com.

Requests to exercise data protection rights: privacy@goldensandsestate.com

Legal and regulatory notices: legal@goldensandsestate.com.

Registered address: Elite Golden Sands Real Estate L.L.C S.O.C, S04-05, R114 Building, Trade Centre First, Trade Centre, Dubai, United Arab Emirates.

14.2 You may change or withdraw your cookie choices at any time through the cookie preference link in the footer of every page, without contacting us.

14.3 If you are not satisfied with our response, you may complain to the UAE Data Office or, where Applicable Law gives you that right, to the supervisory authority of your country of residence.

14.4 Please do not send passwords, identity documents, payment-card information or other confidential information by email.