

Privacy Notice

Last updated: October 20, 2026.

This Privacy Policy (the “**Privacy Policy**”) describes how Twin Finance Bermuda Ltd. and Twin Finance S.A.S. (each a “**Twin Entity**” and together “**Twin**”) collect, use, store, share and protect your information in connection with the onboarding process, the services and products provided by Twin (the “**Services**”) and/or your visit to the twin.finance website (the “**Site**”).

Each Twin Entity is responsible for the Personal Information it collects in connection with its own Services: (i) Twin Finance Bermuda Ltd., a company incorporated in Bermuda (registration number 202403211) and licensed by the Bermuda Monetary Authority, which offers Twin Assets; and (ii) Twin Finance S.A.S., a company incorporated in Uruguay (RUT 220559910018), which offers Twin Stablecoins. Their contact details are set out in Section 10.

This Privacy Policy provides a general overview of our policies and practices regarding the use of Personal Information. It is important that you read this Privacy Policy together with any other privacy notice we may provide on specific occasions when we are collecting or processing personal information about you, so that you are fully aware of how and why we are using your information. This Privacy Policy supplements the other notices and is not intended to override them.

Before using the Site and the Services offered through it, please read this Privacy Policy carefully, which applies to all activities carried out through the Site.

By expressly accepting this Privacy Policy during the onboarding process, you consent to the use of your personal information (“**Personal Information**”) in accordance with the policies described below. If you do not agree with any part of this Privacy Policy, please refrain from accessing the Site and using any of the Services.

The privacy of your Personal Information is of the utmost importance to Twin, which is why we take appropriate precautions to safeguard it.

1. Overview

- 1.1. We know how important privacy is to our Customers, which is why this Privacy Policy explains how we collect and use data.

2. Personal Information

- 2.1. Personal data, or Personal Information, means any information about an individual from which that person can be identified. It does not include data where the identity has been removed (anonymous data).
- 2.2. Twin provides its Services only to companies and other legal entities. The Personal Information we collect therefore relates mainly to their directors, shareholders, beneficial owners, authorised signatories and representatives, and to visitors of the Site.
- 2.3. In order to access the Services, you must complete the onboarding process and provide complete and accurate personal information. Twin may request, collect and store the following Personal Information: Identity Data, such as first and last name, title, tax ID, date of birth, nationality and identification documents (e.g. your passport or driver's license); Contact Data, such as residential address, email address, telephone numbers and correspondence records; Corporate Data, such as your position, ownership interest and signing powers in the customer entity; Financial Data, such as source of funds and source of wealth; Wallet and Transaction Data, such as blockchain wallet addresses and records of your operations; and Technical Data, such as IP address, device information and data collected through cookies. Twin may confirm the Personal Information provided by contacting public entities, specialized companies or credit bureaus, for which you hereby expressly authorize Twin to do so.
- 2.4. Twin does not request sensitive Personal Information (such as data on health, racial or ethnic origin, religious beliefs or political opinions). If Twin receives it, it will only use it with your express and written consent or as permitted by law.
- 2.5. It is expressly stated that the data collected by Twin will at no time exceed the scope and purpose for which it was obtained, in accordance with current regulations.
- 2.6. Where we need to collect Personal Information by law, or under the terms of a contract we have with you, and you fail to provide that Personal Information when requested, we may not be able to perform the Services. In this case, we may have to limit or restrict your access to the Services, in accordance with the Terms of Service, but we will notify you if this is the case at the time. Information requested during onboarding is mandatory unless it is marked as optional. Providing inaccurate or incomplete information may prevent Twin from providing the Services or lead to the termination of the business relationship.
- 2.7. The Site uses cookies and similar technologies. Strictly necessary cookies are required for the Site to function and for security purposes, and do not require your consent. Twin uses non-essential cookies, such as analytics cookies that help us understand how the Site is used, only with your consent. You may give or withdraw your consent at any time through the cookie banner or the Cookie settings link on the Site, or through your browser settings.

3. How we use your Personal Information

- 3.1. We collect the Personal Information in Section 2 to perform our contract with the customer/partner, to comply with our legal obligations (including anti-money laundering and counter-terrorist financing laws applicable to each Twin Entity) and, where required, on the basis of your consent. The Personal Information we collect allows us to:
- (i) Register in our systems and be able to contact you;
 - (ii) Verify that you comply with legal requirements;
 - (iii) Deliver the full functionality of the Services;
 - (iv) Create and maintain a record of your operations;
 - (v) Give support to your queries and claims; and
 - (vi) Improve our offer of services and functionalities through the study and analysis of your interests and behaviors.
- 3.2. You acknowledge and agree that Twin, in furtherance of its corporate purpose, may disclose, transmit or share your Personal Information, either nationally or internationally, with the following categories of third parties:
- (i) **Twin Affiliates:** Twin may share your Personal Information with the other Twin Entity and with its affiliated companies that are either directly or indirectly controlled, owned by or subject to a common control with Twin, in accordance with this Privacy Policy;
 - (ii) **Service Providers:** Twin may share your Personal Information with financial, accounting, legal, marketing, and technology companies to provide Services such as, but not limited to, data processing, administrative services, regulatory support, legal services, liquidity services, bank services, cloud storage, authentication support, identity verification, payment processing, technical support, client support, data hosting, auditors, accountants, cryptocurrency exchanges and custodians, and cryptocurrency forensic analysis services;
 - (iii) **Financial Institutions:** Twin may share your Personal Information with certain financial institutions in connection with transfers of funds to protect legitimate transactions and to monitor and mitigate the likelihood of illicit transactions;

(iv) **Regulatory and Government Authorities:** Twin may share your Personal Information with governmental entities, including, but not limited to, law enforcement, regulatory agencies, self-regulatory agencies, and other appropriate agencies.

- 3.3. Where your Personal Information is transferred to a country that does not provide a level of protection equivalent to that of the country where it was collected, Twin will put in place appropriate safeguards, such as contractual clauses, or rely on your consent or another mechanism permitted by law. Each Twin Entity remains responsible for the Personal Information it collects when it is processed by third parties on its behalf.
- 3.4. We will only use your Personal Information in accordance with the purposes described in this Privacy Policy and as provided for under applicable law. If we need to use your Personal Information for a new or unrelated purpose, we will notify you, explain the legal basis which allows us to do so and, where required by law, ask for your consent.

4. **Confidentiality**

- 4.1. Twin will not sell or rent your Personal Information. You expressly consent to Twin transferring all or part of the Personal Information to the other Twin Entity and to Twin's controlled, controlling and/or related companies, in accordance with this Privacy Policy. You further authorize Twin to transfer the Personal Information in the event of the sale or transfer of all or any portion of Twin or Twin's assets (including in the event of any restructuring, dissolution or liquidation).
- 4.2. Twin will use its best efforts to protect the privacy of Personal Information. Notwithstanding the foregoing, as set forth in Section 5 hereof, Twin may be required by court or administrative order or legal regulation to disclose Personal Information to law enforcement authorities or third parties under certain circumstances.

5. **Legal Requirements**

- 5.1. Twin will cooperate with the competent authorities and other third parties to ensure compliance with laws, for example, regarding the protection of intellectual property rights, fraud prevention, prevention of money laundering and terrorist financing and other matters.
- 5.2. Twin may disclose your Personal Information as required by law or as requested by competent judicial and/or governmental authorities for the purposes of investigations conducted by them and in the face of any activity that may be illegal or that may expose Twin or yourself to any legal liability. In such situations, Twin will comply with the minimum and indispensable requirements requested by law or competent authority without unnecessarily compromising your Personal Information. Except as provided in Section 5.3, Twin will require the corresponding request duly issued by a judge

and/or competent authority. In no event will Twin provide your Personal Information pursuant to information requests that are excessive and/or do not comply with applicable legal requirements.

- 5.3. In addition, Twin reserves the right (and you expressly authorize it to do so) to disclose information to competent authorities where there is sufficient reason to believe that your activity is suspected of attempting or committing a crime or attempting to harm others, for purposes of cooperating with law enforcement and complying with Twin's AML/CFT obligations. This right will be exercised by Twin irrespective of any court or administrative order to that effect.
- 5.4. Twin will use its best efforts to protect the privacy of Personal Information, and will share such information in the instances referred to in this clause only as appropriate or necessary.

6. **How we protect your Personal Information**

- 6.1. Twin is obligated to comply with all applicable regulations regarding security measures applicable to Personal Information. We protect your information using physical, technical, and administrative security measures to reduce the risks of loss, misuse, unauthorized access, disclosure and alteration of your Personal Information. Some of the safeguards we use are firewalls and data encryption, physical access controls to data centers and information access authorisation controls.
- 6.2. Sometimes in order to better secure your information and use it for the purposes contemplated by this Privacy Policy, certain personal data may be stored with our third party partners and service providers.
- 6.3. Notwithstanding the foregoing, Twin cannot guarantee that unauthorized third parties will not be able to overcome security measures and misuse Personal Information.
- 6.4. You expressly acknowledge and agree that Twin collects, stores and may monitor the exchange of messages and emails between you and Twin, for the purpose of contributing to the security of the relationships and communications between you and Twin regarding the Services. Where Twin has taken appropriate security measures, Twin is not responsible for unlawful interception or breach of its systems or databases by unauthorized persons, nor for the misuse of information obtained by such means.
- 6.5. In case of a security breach likely to adversely affect you, Twin will notify the competent data protection authority and then the affected individuals. Twin Finance Bermuda Ltd. will notify the Privacy Commissioner for Bermuda without undue delay, and Twin Finance S.A.S. will notify the URCDP within seventy-two (72) hours of becoming aware of the breach. The notification will describe the nature of the breach, its likely consequences and the measures taken or to be taken to address it.

7. **Data Retention**

- 7.1. Twin will only retain your Personal Information for as long as necessary to fulfill the purposes Twin collected it for, including for the purposes of satisfying any legal, accounting, regulatory or reporting requirements.
- 7.2. To determine the appropriate retention period for personal data, we consider the amount, nature, and sensitivity of the Personal Information, the potential risk of harm from unauthorized use or disclosure of your Personal Information, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal requirements.
- 7.3. Records of customer due diligence and of transactions are kept for at least five (5) years from the end of the business relationship, as required by the anti-money laundering laws of Bermuda and Uruguay, or for a longer period where the law requires it.

8. **Your rights**

- 8.1. You may exercise your rights to access, rectify, update, block, erase and destroy your Personal Information, as well as to object to its processing, to request that Twin cease, or not begin, using your Personal Information where its use is causing or is likely to cause substantial damage or substantial distress, and to be informed of the transfers of your Personal Information carried out, all in accordance with the applicable regulations. These rights may be limited where Twin is legally required to keep your Personal Information.
- 8.2. You guarantee and are responsible, in any case, for the truthfulness, accuracy and authenticity of the Personal Information provided, and undertake to keep it duly updated.
- 8.3. You may request Twin to correct an error or omission in any of your Personal Information under control of Twin. In that case, Twin shall correct the Personal Information as soon as possible and, where Twin has disclosed the incorrect information to other organizations, send a notification containing the correct information to each organization to which it has been disclosed, if it is reasonable to do so.
- 8.4. You may request Twin to cease, or not to begin, using your personal information for the purposes of advertising, marketing or public relations.
- 8.5. Information recorded on public blockchains, such as wallet addresses and transactions, cannot be modified or deleted by Twin or by anyone else.
- 8.6. To exercise your rights, you may send a written request to privacy@twin.finance. Twin will promptly acknowledge receipt of your request in writing and inform you if further information is needed.

Twin Finance Bermuda Ltd. will respond within forty-five (45) days of receiving your request, which may be extended by up to thirty (30) days in the cases permitted by law, in which case Twin will inform you of the reason and of when to expect a response. Twin Finance S.A.S. will respond within five (5) business days of receiving your request. If Twin refuses your request, it will inform you in writing of the reasons and of your right to file a complaint with the Office of the Privacy Commissioner for Bermuda or with the Unidad Reguladora y de Control de Datos Personales (URCDP) of Uruguay, as applicable.

9. **Modifications to the Privacy Policy**

- 9.1. Twin may modify this Privacy Policy at any time. In the event that significant changes are made to the Privacy Policy, Twin will notify by posting the Privacy Policy on the Site and/or by sending you an email message in order for you to accept it in case we require your approval. We will also update the “last updated” date at the top of this Privacy Policy.
- 9.2. All amended terms will be effective 10 (ten) calendar days after they are posted. In case of disagreement with respect to such amendments, you shall communicate to Twin your non-acceptance by sending an email to privacy@twin.finance within 10 (ten) calendar days of the posting of the amendments. Upon expiration of the aforementioned term without expressing disagreement and by continuing to access the Site and use the Services, you shall be deemed to have accepted the amendments, except where the law requires your express consent.

10. **Contact**

10.1. Twin Finance Bermuda Ltd. (Bermuda):

- **Data Protection Authority:** The Office of the Privacy Commissioner - 4th Floor Maxwell Roberts Building 1 Church Street, Hamilton, HM11, Bermuda.
- **Contact:** privacy@twin.finance.
- **Registered address:** c/-Walkers Corporate (Bermuda) Limited, Park Place, 55 Par-la-Ville Road, Hamilton, Pembroke, HM 11, Bermuda.
- **Privacy Officer:** Lucas Ricardo Tomkinson.

10.2. Twin Finance S.A.S. (Uruguay):

- **Data Protection Authority:** Unidad Reguladora y de Control de Datos Personales (URCDP) - Liniers 1324 piso 4º, Montevideo, Uruguay.
- **Contact:** privacy@twin.finance.
- **Registered address:** Andes 1365, apto. 310, Montevideo, Uruguay.