EXCELLENCE FINANCING BROKER ("EFB")

PRIVACY POLICY

Last Updated: **27/07/2026**

Status: **In Review**

Excellence Financing Broker ("EFB", "Company", "we", "us", "our") provides referral and consultancy support services that connect individuals seeking financial products with participating Financial Institutions. EFB is not a lender, does not approve or guarantee any finance facility. We may charge a **service fee** only after the Customer has confirmed that they wish to engage our consultancy services. Any applicable service fee will be clearly communicated and agreed upon by the Customer before it is charged.

This Policy explains how we collect, use, share, store, and protect personal data belonging to visitors, Customers, Business Development Partners ("BDPs"), and Sub-BDPs who interact with EFB's website and CRM platform at app.efb.ae (together, "Users", "you"). This Policy should be read together with the EFB Business Development Partner Terms & Conditions, which governs the separate contractual relationship between EFB and BDPs.

1. Definitions

- **"Personal Data"** means any information relating to an identified or identifiable natural person.
- **"Data Subject"** means the individual to whom Personal Data relates.
- **"Controller"** means the party that determines the purposes and means of processing Personal Data.
- **"Processor"** means a party that processes Personal Data on behalf of, and under the instructions of, a Controller.
- **"User"** means any visitor, Customer, BDP, or Sub-BDP interacting with EFB's website or CRM.
- **"Customer"** means an individual or business entity seeking a financial product through EFB, including a Referral.
- **"Referral"** means a Customer whose details are submitted to EFB by a BDP, as described in Section 2.1.
- **"BDP" / "Sub-BDP"** means an independent referral partner registered on the EFB platform, as defined in the EFB Business Development Partner Terms & Conditions.
- **"Financial Institution"** means a licensed bank, finance house, or lender that EFB works with from time to time.
- **"CRM"** means the EFB customer relationship management platform at app.efb.ae.
- **"Applicable Law"** means the federal laws of the United Arab Emirates, including Federal Decree-Law No. 45 of 2021 on the Protection of Personal Data, and, where relevant, the laws and regulations of the Emirate in which EFB is licensed.

Drafting Note: This glossary mirrors the BDP Terms & Conditions glossary for shared terms (Customer, Referral, BDP, Financial Institution, CRM) so the two documents interpret consistently.

2. Information We Collect

2.1 Information Relating to Customers and Referrals

2.1 Where an individual is submitted to EFB as a Referral, or otherwise applies for a financial product, EFB may collect the Customer's basic contact information and any personal, identity, financial, or supporting documents reasonably required to assess eligibility, verify identity, comply with applicable legal and regulatory requirements, and process the application with the relevant Financial Institution.

2.2 Information Relating to BDPs and Sub-BDPs

EFB collects, from BDPs and Sub-BDPs directly:

- name, contact details, and professional information provided at registration;
- Bank account/IBAN details for Commission payment;
- VAT registration details, where applicable;
- CRM login credentials and platform activity logs; and
- referral hierarchy, performance, and incentive data generated through participation in the Program.

2.3 Information Collected Automatically

2.3 When Users interact with our website or CRM, we may automatically collect:

- authentication logs where is used; --- NO THIRD PARTY VERIFICATION SERVICE
- CRM usage timestamps and activity records; and
- cookies and similar tracking technologies, as described in Section 9.

3. Purpose of Data Collection

We may collect and process Personal Data to:

- process financial product referrals and coordinate applications with Financial Institutions;
- verify identity and carry out EFB's internal due diligence prior to submitting a case to a Financial Institution;
- operate and maintain the CRM, including lead tracking and case status updates;
- calculate and process BDP Commission payments;

4. Consent & Authorization

4.1 Where a User is submitted to EFB as a Referral by a BDP, the BDP is contractually responsible for obtaining that individual's permission before submission, as set out in Section 5 of the EFB Business

Development Partner Terms & Conditions. EFB relies on the BDP's representation that this permission has been obtained, and does not independently verify that permission before making initial contact.

4.2 When EFB's team makes contact with a Referral, the purpose of the contact will be explained and the individual will have the opportunity to decline any further processing of their data by EFB at that point.

4.3 By registering as a BDP and submitting personal data to EFB (including their own), a BDP consents to the processing of that data as described in this Policy and in the BDP Terms & Conditions.

4.4 Consent to receive communications from EFB may be withdrawn at any time by contacting EFB using the details in **Section 14**. EFB will act on a withdrawal request as soon as reasonably practicable, subject to any processing EFB is required or entitled to continue under Applicable Law (for example, records connected to a completed transaction).

4.5 Where an individual is referred to EFB by a Business Development Partner ("BDP"), EFB may contact that individual for the purpose of verifying their interest in EFB's services or the referred financial product, provided such communication is made in accordance with Applicable Law and regulatory requirements. The BDP represents and warrants that it has obtained the individual's permission to share their information with EFB before making the referral.

5. Sharing of Information

5.1 We share Personal Data only with:

- Financial Institutions, for the purpose of processing and assessing a referred application;
- Technology, hosting, and CRM service providers who store data on our behalf as Server Processors, under written terms limiting their use of the data to providing services to EFB; and
- UAE regulatory authorities, law enforcement, or courts, where EFB is legally required to disclose information.

5.2 We do not share Personal Data to third parties for marketing purposes.

6. Data Storage & Retention

6.1 Personal Data is stored on servers with access controls and technical safeguards appropriate to the sensitivity of the data, as described in Section 7.

6.2 We retain Personal Data only for as long as reasonably necessary to fulfil the purposes described in Section 3, including the periods needed to complete a finance application, respond to a regulatory audit, or resolve a legal dispute.

6.3 Where Personal Data is transferred or stored outside the United Arab Emirates, EFB will do so only in accordance with the cross-border transfer requirements of Federal Decree-Law No. 45 of 2021.

7. Data Security Measures

7.1 We implement reasonable technical and organizational measures designed to protect Personal Data, which may include:

- role-based access control, limiting file visibility to authorized personnel;
- encryption of document uploads and data transfers;
- audit logging of data access within the CRM; and
- periodic internal review of access controls and security practices.

7.2 No digital system can be guaranteed to be completely secure. By providing Personal Data to EFB, Users acknowledge the inherent risks of digital data transmission and storage.

8. Confidentiality Obligations of BDPs

8.1 BDPs and Sub-BDPs are separately bound by confidentiality and data-handling obligations under Section 12 of the EFB Business Development Partner Terms & Conditions, including restrictions on storing, reusing, or sharing Customer and Referral data outside the CRM.

8.2 A breach of those obligations may be treated as a breach of this Policy and may result in the consequences described in the BDP Terms & Conditions, including suspension or termination of a Partner ID.

9. Cookies & Tracking

9.1 We use cookies and similar technologies to operate and improve our website and CRM, including to remember User preferences, analyze usage patterns, and support platform security.

9.2 Users may disable cookies through their browser settings. Doing so may limit access to certain secure areas of the EFB platform.

10. User Rights (Data Subject Rights)

10.1 Subject to Applicable Law, a Data Subject may:

- request access to the Personal Data EFB holds about them;
- request correction of inaccurate or incomplete Personal Data;
- withdraw consent to marketing or promotional communications at any time;
- request deletion of their Personal Data, subject to any retention EFB is required or entitled to maintain under Applicable Law (see Section 6.2); and
- lodge a complaint with support@efb.ae, as the details mentioned in Section 14.

10.2 Requests under this Section may be submitted to support@efb.ae. EFB will respond within a reasonable time and in accordance with Applicable Law.

11. Children's Privacy

11.1 EFB does not knowingly collect or process Personal Data relating to individuals under 18 years of age. BDPs are separately required not to submit a Referral under the age of 18 (see Section 5.5 of the BDP Terms & Conditions).

11.2 If EFB identifies that it holds Personal Data relating to a minor, that data will be deleted, save where retention is required by Applicable Law.

12. Third-Party Links

12.1 Our website and CRM may contain links to Financial Institution portals or other third-party websites. EFB is not responsible for the privacy practices or content of those external sites, and this Policy does not apply to them.

13. Changes to This Policy

13.1 EFB may update this Policy from time to time to reflect changes in Applicable Law or in EFB's own practices. The updated version will be posted on the EFB website and/or CRM. Continued use of the platform after an update constitutes acceptance of the revised Policy.

14. Grievance & Compliance Office

For privacy concerns, data requests, or complaints, please contact:

Excellence Financing Broker — Data Protection & Compliance Office

Email: support@efb.ae

Address: **Dubai, UAE**

14.1 We aim to acknowledge privacy-related complaints promptly and to resolve them within 15 to 30 working days. This timeline applies to privacy and data-protection matters specifically, and is separate from the commission-dispute timeline in Section 16.2 of the BDP Terms & Conditions.

15. Governing Law & Jurisdiction

15.1 This Policy is governed by the federal laws of the United Arab Emirates.

15.2 Subject to Section 15.3, any dispute arising under this Policy between EFB and a User who is not a BDP shall be subject to the exclusive jurisdiction of the competent courts.

15.3 Where a dispute under this Policy arises between EFB and a BDP or Sub-BDP, that dispute is instead subject to the dispute resolution mechanism set out in the EFB Business Development Partner Terms & Conditions (internal review, followed by arbitration in Dubai).