

PRIVACY POLICY / PERSONAL DATA PROTECTION NOTICE

TRADEGP PLATFORM

Cornet Research Sdn. Bhd.

IMPORTANT NOTICE

This Privacy Policy / Personal Data Protection Notice (“Privacy Policy”) explains how Cornet Research Sdn. Bhd. (“CR”, “TradeGP”, “we”, “our” or “us”) collects, uses, processes, stores, discloses, transfers and protects personal data in connection with the TradeGP platform, website, mobile applications, electronic portals, digital interfaces, membership services and related services (“TradeGP Platform”).

TradeGP is operated by CR in collaboration with licensed brokers, including SJ Securities Sdn. Bhd. (“SJ Securities”).

This Privacy Policy is issued in accordance with the Personal Data Protection Act 2010 (“PDPA”), as amended from time to time, and other applicable laws, regulations and requirements.

By accessing, browsing, registering for, logging into, or continuing to use the TradeGP Platform, you acknowledge that you have read and understood this Privacy Policy and, where applicable, consent to the collection, use, processing, disclosure, transfer and retention of your personal data in accordance with this Privacy Policy.

If you do not agree with this Privacy Policy, you should immediately discontinue use of the TradeGP Platform.

1. SCOPE OF THIS PRIVACY POLICY

1.1 This Privacy Policy applies to personal data collected, processed, used, stored, disclosed or transferred by CR in connection with:

- (a) the TradeGP Platform, website, portal, mobile applications and electronic services;
- (b) TradeGP Membership registration, onboarding and administration;
- (c) platform access, authentication and user management;
- (d) notifications, alerts, communications and support services;
- (e) payment processing and membership management;

(f) operational, compliance, audit, cybersecurity, risk management and administrative matters; and

(g) any other services or activities relating to the TradeGP Platform.

1.2 This Privacy Policy shall be read together with the TradeGP Terms of Service, Disclaimer and any other notices issued by CR from time to time.

1.3 In the event of any inconsistency between this Privacy Policy and any specific consent, agreement or notice relating to a particular product or service, the specific consent, agreement or notice shall prevail to the extent of such inconsistency.

2. RELATIONSHIP WITH SJ SECURITIES

2.1 TradeGP is operated by CR as a separate technology platform and is independent from SJ Securities.

2.2 SJ Securities, as a licensed broker, independently maintains and operates:

- brokerage accounts;
- trading records;
- client monies;
- securities accounts;
- transactional records; and
- regulated brokerage services.

2.3 For the avoidance of doubt:

(a) all official brokerage and trading records are maintained solely by SJ Securities in accordance with applicable regulatory and legal obligations;

(b) CR does not maintain custody or control over official brokerage or trading records maintained by SJ Securities; and

(c) SJ Securities may disclose limited personal data to CR strictly on a need-to-know basis for purposes relating to TradeGP Membership and platform administration only.

2.4 Such limited personal data may include:

- name;

- email address; and
- contact number.

2.5 Such disclosure shall be limited solely to:

- TradeGP Membership administration;
- platform access and authentication;
- operational communications;
- membership support; and
- related platform functionality.

2.6 CR shall not access, use, process or retain:

- client trading records;
- holdings;
- balances;
- transactional records; or
- other regulated brokerage information,

except where strictly necessary for:

- system integration;
- display functionality;
- operational support;
- compliance purposes; or
- where otherwise permitted or required by law.

2.7 SJ Securities shall not be liable for any act, omission, misuse, disclosure or processing of personal data by CR outside the scope of the limited purposes stated above.

3. PERSONAL DATA WE MAY COLLECT

3.1 CR may collect and process personal data including but not limited to:

(a) name, identification number, nationality and date of birth;

- (b) contact information including address, email address and telephone number;
- (c) login credentials, usernames and authentication information;
- (d) payment-related information relating to TradeGP Membership fees;
- (e) device information, IP address, browser type, operating system and online identifiers;
- (f) platform usage data, access logs, audit trails and system interaction records;
- (g) communications, enquiries, complaints and support requests;
- (h) information relating to linked brokerage accounts for display and integration purposes only;
and
- (i) any other information voluntarily provided by users or lawfully obtained by CR.

3.2 Where users provide personal data relating to another person, the user represents and warrants that the necessary consent or authority has been obtained.

4. SOURCES OF PERSONAL DATA

4.1 Personal data may be collected:

- (a) directly from users through registration forms, communications and platform usage;
 - (b) through cookies, system logs, analytics tools and electronic services;
 - (c) from SJ Securities where necessary for platform integration, membership administration or operational purposes;
 - (d) from payment processors, technology vendors and support providers; and
 - (e) from publicly available or lawful sources where permitted by law.
-

5. PURPOSES OF COLLECTION AND PROCESSING

5.1 CR may collect, use, process, disclose and retain personal data for purposes including:

- (a) operating, maintaining and administering the TradeGP Platform;
- (b) managing TradeGP Membership and user access;
- (c) processing membership payments and renewals;
- (d) facilitating platform authentication and security controls;

- (e) improving platform functionality, analytics and user experience;
 - (f) monitoring platform usage, security events and access activity;
 - (g) responding to enquiries, complaints and support requests;
 - (h) complying with legal, operational, audit and regulatory requirements;
 - (i) detecting, preventing and investigating fraud, unauthorised access or cybersecurity incidents;
 - (j) communicating service notices, alerts, updates and operational information; and
 - (k) any purpose incidental or related to the above purposes.
-

6. LIMITATION ON USE OF DATA

6.1 CR shall not:

- (a) sell, rent or commercially exploit personal data to third parties;
 - (b) use personal data for trading recommendations, investment advice or behavioural trading profiling without express consent; or
 - (c) disclose personal data except as permitted under this Privacy Policy or required by law.
-

7. DISCLOSURE OF PERSONAL DATA

7.1 CR may disclose personal data where necessary to:

- (a) SJ Securities for operational, compliance, audit, regulatory or integration purposes;
- (b) regulators, authorities, courts or law enforcement agencies;
- (c) payment processors, technology vendors, cloud service providers and cybersecurity providers;
- (d) professional advisers, auditors and consultants;
- (e) service providers engaged for platform operation and support; and
- (f) any party where disclosure is required or permitted by law.

7.2 CR shall take reasonable steps to ensure disclosures are limited to what is reasonably necessary.

8. CROSS-BORDER TRANSFER

8.1 Personal data may be transferred, stored, processed or accessed outside Malaysia where necessary for:

- cloud hosting;
- platform support;
- cybersecurity monitoring;
- system maintenance; or
- legitimate operational purposes.

8.2 CR shall take reasonable steps to ensure such transfers are carried out in accordance with applicable laws and appropriate safeguards.

9. SECURITY OF PERSONAL DATA

9.1 CR shall implement reasonable technical, organisational and administrative safeguards to protect personal data against unauthorised access, misuse, disclosure, alteration or destruction.

9.2 Such safeguards may include:

- access controls;
- authentication measures;
- encryption where appropriate;
- cybersecurity monitoring;
- audit logs;
- system controls; and
- vendor management procedures.

9.3 However, no electronic transmission or storage system is completely secure and CR does not guarantee absolute security of personal data.

9.4 Users are responsible for safeguarding:

- login credentials;
- passwords;

- devices; and
 - authentication methods.
-

10. COOKIES AND TRACKING TECHNOLOGIES

10.1 The TradeGP Platform may use:

- cookies;
- analytics tools;
- pixels;
- log files; and
- similar technologies.

10.2 Such technologies may collect information relating to:

- access activity;
- usage patterns;
- browser and device information;
- login activity; and
- system performance.

10.3 Such technologies are used for:

- operational functionality;
 - authentication;
 - security monitoring;
 - analytics;
 - troubleshooting; and
 - platform improvement.
-

11. COMMUNICATIONS AND MARKETING

11.1 CR may send:

- operational communications;
- service notifications;
- security alerts;
- platform updates; and
- membership-related notices.

11.2 Where permitted by law, CR may also send marketing or promotional communications relating to TradeGP services and ecosystem benefits.

11.3 Users may opt out of marketing communications at any time.

11.4 Users may not opt out of communications necessary for operational, security, legal or compliance purposes.

12. RETENTION OF PERSONAL DATA

12.1 CR may retain personal data for as long as reasonably necessary for:

- operational purposes;
- audit purposes;
- dispute resolution;
- legal compliance;
- enforcement of rights; and
- legitimate business purposes.

12.2 CR may retain certain records after termination of Membership where required or permitted by law.

13. RIGHTS OF ACCESS AND CORRECTION

13.1 Subject to applicable laws, users may request:

- access to personal data held by CR; or
- correction of inaccurate or incomplete personal data.

13.2 CR may require verification of identity before processing such requests.

13.3 CR may refuse requests where permitted by law.

14. THIRD-PARTY WEBSITES AND SERVICES

14.1 The TradeGP Platform may contain links to third-party websites, applications or services.

14.2 Neither CR nor SJ Securities shall be responsible for:

- the privacy practices;
- security;
- content; or
- terms

of any third-party website or service.

14.3 Access to such third-party services is entirely at the user's own risk.

15. LIMITATION OF LIABILITY

15.1 To the fullest extent permitted by law, neither CR nor SJ Securities shall be liable for any loss, damage, cost or expense arising from:

- unauthorised access;
- cyber incidents;
- system breaches;
- third-party attacks;
- data interception;
- system failures; or
- events beyond reasonable control.

15.2 SJ Securities shall not be liable for any act or omission of CR relating to the collection, use, processing or protection of personal data under this Privacy Policy.

16. AMENDMENTS

16.1 CR may amend, vary or update this Privacy Policy from time to time.

16.2 Any updated version may be published on the TradeGP Platform or communicated through such other means as CR considers appropriate.

16.3 Continued use of the TradeGP Platform following such amendment shall constitute acceptance of the revised Privacy Policy.

17. GOVERNING LAW

17.1 This Privacy Policy shall be governed by and construed in accordance with the laws of Malaysia.

17.2 Any dispute arising out of or in connection with this Privacy Policy shall be subject to the exclusive jurisdiction of the courts of Malaysia.

18. CONTACT DETAILS

If you have any questions, requests or complaints relating to this Privacy Policy or your personal data, please contact:

Cornet Research Sdn. Bhd.

[Insert Address]

[Insert Email Address]

[Insert Contact Number]

[Insert Website]