24NexGen Terms of Sale and Customer Services Agreement

IMPORTANT STATUS AND ACCEPTANCE

These Terms of Sale and Customer Services Agreement ("Terms") govern the services supplied by 24 Nex Gen Technology Ltd, trading as 24NexGen (the "Company"), to an individual or business customer ("Customer"). They supplement the website Terms of Use, which govern access to the website itself. The services available to a Customer are only those expressly enabled and confirmed for that Customer.

The Customer accepts these Terms electronically during registration or before using the relevant Service. The Company will retain an appropriate record of the accepted version and acceptance event. A separate handwritten signature is not ordinarily required where electronic acceptance is valid under applicable law.

Company details: 24 Nex Gen Technology Ltd, trading as 24NexGen; FINTRAC MSB registration number M22554561. Canadian registered office / postal address: 1045 Howe Street, 8th Floor, Vancouver, British Columbia, V6Z 2A9, Canada. Customer support and complaints email: compliance@24nexgen.com. FINTRAC registration is not a licence, endorsement or guarantee by the Canadian government. The Company is not a bank or deposit-taking institution. Banking, payment accounts, virtual IBANs, card issuance, acquiring, local deposit facilities and other regulated infrastructure may be supplied by separately identified third-party Partners, which may contract directly with the Customer and may be subject to their own terms, eligibility criteria and regulatory permissions. The Company does not represent that a Partner's authorisation is the Company's own authorisation.

1. Definitions and scope

"Customer" means the individual or legal entity that applies for, registers for, or uses a Service. "Services" means only those products expressly enabled for the Customer and confirmed in the relevant transaction screen, order, product schedule or separate agreement. "Partner" means a bank, payment service provider, electronic money institution, card issuer, acquiring bank, virtual-asset service provider, exchange, wallet provider or other third party used to provide or support a Service.

These Terms apply to the Customer's use of the Services, including, where enabled and lawful: (a) domestic or international remittance and money transmission; (b) fiat currency exchange; (c) virtual-currency exchange and fiat-to-crypto or crypto-to-fiat conversion; (d) payment collection and settlement to named beneficiaries; and (e) access to partner-provided accounts, virtual IBANs, corporate/global account services or card-related services, only where separately made available and subject to the relevant Partner's terms.

The Company does not promise that every Service will be available to every Customer, in every country, currency, payment rail or asset. A Service may be provided by the Company, a Partner, or a combination of them. Where a Partner provides a bank account, payment account, virtual IBAN, card, acquiring facility, local payment rail or other regulated service, that service is provided by the relevant Partner under its own regulatory permissions and applicable customer terms; the Company's role may be limited to introducing, arranging, facilitating or technically supporting the relevant transaction. The Company will identify the applicable service provider and relevant terms where reasonably practicable before the Customer uses the Service. The Customer must satisfy any separate Partner onboarding and eligibility requirements. Before a transaction is submitted, the Company will identify the applicable service, fees and material conditions.

2. Eligibility, onboarding and customer information

The Customer must be legally capable of entering a binding agreement and meet the minimum age requirement disclosed during onboarding. The Customer must provide accurate, complete and current information and promptly notify the Company of material changes.

Before allowing access to a Service, and during the relationship, the Company may require identity verification, business verification, beneficial ownership and control information, information about the purpose and intended nature of the relationship, source of funds or source of wealth information, expected transaction activity, and supporting documents. Requirements may vary according to the Customer, Service, transaction, jurisdiction and risk assessment.

The Customer authorises the Company to carry out identity, business, sanctions, politically exposed person, fraud, adverse information and other compliance checks as permitted or required by applicable law and the Company's policies. The Company may request additional information and may delay, reject, suspend or restrict an application or transaction while checks are completed.

Corporate Customers confirm that the person accepting these Terms has authority to bind the entity and that all disclosed beneficial ownership and control information is accurate. The Customer must not act for an undisclosed third party or use the Services for another person unless the Company has expressly approved that arrangement.

3. Customer instructions and transactions

The Customer is responsible for reviewing all transaction details before confirming an instruction, including the amount, currency or virtual asset, quoted exchange rate, fees, recipient/beneficiary details, destination account or wallet address, network and any applicable reference. The Customer must not submit instructions that are unlawful, misleading, unauthorised or inconsistent with the stated purpose of the account.

An instruction is treated as received when the Company or relevant Partner receives it through the designated channel. The Company may carry out reasonable validation, fraud prevention, compliance and availability checks before accepting or executing an instruction. A displayed quote may expire and may change until the transaction is accepted or executed as stated on the transaction screen.

Unless the Company has expressly approved an exception in writing for the relevant Service and jurisdiction, fiat funds must be sent from a bank or payment account held in the Customer's own name (or, for a business Customer, an account held in the exact legal name of that business). The Company may reject, return or place on hold funds received from an account belonging to an unrelated or undisclosed person. Any permitted third-party funding arrangement is subject to enhanced checks, the relevant Partner's written approval where required, and applicable local law.

Once a transaction has been accepted, submitted to a payment network, executed or broadcast to a blockchain, it may be difficult or impossible to cancel, reverse or recover. The Company will explain any cancellation or amendment option available for the specific Service before confirmation where practicable. The Customer should contact support promptly if it believes an instruction is incorrect or unauthorised.

Processing times are estimates unless expressly confirmed as guaranteed. They may be affected by banking hours, cut-off times, intermediary institutions, blockchain congestion, network confirmations, fraud checks, sanctions screening, compliance reviews, inaccurate instructions, Partner outages or events outside the Company's reasonable control.

4. Remittance and payment services

Remittance services are available only for payment corridors and currencies enabled by the Company and its payment partners, and only where the relevant activity is legally permitted. The Company generally considers jurisdictions assessed as acceptable under its risk-based country assessment, including relevant FATF publications, applicable sanctions and government advisories, other credible country-risk sources, partner

coverage and local legal requirements. The Company does not provide services where prohibited by applicable sanctions or other legal restrictions. A country's inclusion on a FATF increased-monitoring list does not automatically establish a sanctions prohibition; it may trigger enhanced review or restrictions under the Company's risk policy.

Funds may pass through one or more Partners or payment systems. The Company may rely on Partners for parts of the payment chain, but this does not remove any responsibility the Company has under applicable law. The Company is not responsible for a delay caused by a receiving institution or intermediary to the extent permitted by law, but will take reasonable steps to investigate a properly reported missing or delayed transfer.

If a transfer is returned, rejected or recalled, the amount returned may be reduced by fees charged by the Company, a Partner or a payment network where disclosed and legally permitted. A return may take time and may be impossible where the funds have already been paid out or moved onward.

5. Currency exchange

Before the Customer confirms an exchange, the Company will show or otherwise communicate the applicable exchange rate or quote, the amount to be exchanged, the amount expected to be received, and applicable fees or charges, to the extent required by law and available for the transaction.

Rates may include a spread or margin. Unless the quote expressly states otherwise, the rate is valid only for the period or conditions shown and is not guaranteed before the transaction is accepted. The Company will not change a confirmed rate retrospectively except where permitted by law and the transaction terms, including to correct an obvious error or address a failed or reversed payment.

6. Virtual assets and cryptoasset services

Virtual-asset services, where enabled, may include exchange between fiat currency and virtual assets or between supported virtual assets, and transfers to or from supported external wallets. Only assets, networks and transaction types shown as supported at the time may be used.

Virtual assets are volatile and may lose some or all of their value. The Customer is responsible for assessing suitability and risk. The Company does not provide investment, tax or legal advice and does not guarantee asset prices, liquidity, network availability or future value.

Blockchain transactions are generally irreversible once sufficiently confirmed. Sending an asset to the wrong address, using the wrong network or memo/tag, or sending an unsupported asset may result in permanent loss. The Company may not be able to recover a mistaken transfer and does not guarantee recovery.

Blockchain networks may impose network/miner fees. The Company will disclose its own fees and any network fee it can reasonably determine before confirmation. Network fees can change. A transaction may be delayed, rejected or require additional confirmations because of network conditions or compliance checks.

Custody and temporary handling of Virtual Assets: The Company does not offer a custodial wallet product or provide ongoing or long-term virtual-asset storage, investment or safekeeping services. Its services are intended to facilitate exchange, conversion and transaction settlement, with virtual assets ordinarily transferred to the Customer's nominated wallet or an identified beneficiary's wallet as part of settlement. However, depending on the transaction route, the Company or a Partner may temporarily receive, hold, control or arrange the transfer of fiat funds or virtual assets while carrying out processing, compliance checks, liquidity sourcing or settlement. Any such temporary handling is limited to what is reasonably necessary to complete or return the transaction and is not an offer of a general-purpose wallet or long-term custody service. The Customer should not assume that assets are held in a segregated account or protected by a deposit guarantee unless this is expressly confirmed in the relevant product terms. The Company will describe the relevant holding and safeguarding arrangements where required by applicable law.

7. Third-party beneficiaries and payment purpose

The Company may require the Customer to identify the ultimate beneficiary of any payment or settlement, explain the relationship between the Customer and the beneficiary, and provide invoices, contracts, transaction records or other supporting evidence demonstrating the legitimate commercial or personal purpose of the transaction.

Where the Services involve the exchange of fiat currency and virtual assets, the Company will seek to execute the relevant exchange and initiate the onward transfer or settlement of the resulting funds or virtual assets immediately following completion of the exchange and applicable compliance checks, or on the same business day or as soon as reasonably practicable where immediate settlement is not possible. Settlement to a third-party beneficiary is available only where the Company has approved the arrangement for the relevant Customer, transaction and jurisdiction, the relevant Partner expressly supports and (where required) has approved the arrangement, and applicable local law permits it. The Customer has no automatic right to direct settlement to an unrelated third party. The Company may require evidence of the relationship, underlying purpose and beneficiary ownership or control.

The Company's operating model is designed to minimise the period during which customer funds or virtual assets remain under its or a Partner's custody or control. The Company does not intend to retain customer virtual assets for long-term storage, investment or speculative trading purposes. Temporary holding or control may occur for processing, compliance, liquidity and settlement purposes, including while a transaction is being completed, checked, returned or reconciled. The duration and handling arrangements depend on the payment route, asset, network and relevant Partner. Where a Partner holds or controls funds or virtual assets, the Partner's applicable terms and safeguarding arrangements may also apply. The Customer should review the transaction-specific disclosures and should not send assets to an address or account unless instructed through an authorised Company or Partner channel.

The Company may refuse or delay payments and settlements involving unrelated or undisclosed third parties, third-party funding from an account not held in the Customer's name, or any payout route not expressly approved for the relevant Service and jurisdiction, or where the underlying transaction, beneficiary, source of funds, source of virtual assets or payment purpose cannot be reasonably established.

The Customer must not use the Services to receive, transfer, exchange, hold or conceal funds or virtual assets on behalf of an undisclosed person, or to facilitate fraud, money laundering, terrorist financing, sanctions evasion, tax evasion or any other unlawful activity.

The Company reserves the right to request additional information or supporting documentation, suspend processing, delay settlement or decline a transaction where the purpose, source, ownership or destination of funds or virtual assets cannot be adequately verified or where required by applicable law, regulatory requirements or the Company's internal AML/CTF policies.

8. Fees, exchange rates and taxes

Where exchange rates are displayed on the 24NexGen platform or website, the displayed rate represents the actual exchange rate applicable to the Customer's transaction, subject to the validity period and transaction conditions shown at the time of quotation. No additional undisclosed exchange-rate margin or hidden fees will be applied to the quoted transaction. Where a live exchange rate is not available online, the applicable exchange rate will be communicated to and agreed with the Customer before the exchange transaction is authorised.

Any applicable transaction fees, spreads, third-party charges, payment network fees, blockchain network fees and taxes will be disclosed to the Customer before the transaction is confirmed, where applicable. Where a charge cannot be determined in advance, the Company will explain the basis on which it is calculated.

The Customer authorises the Company to collect disclosed fees and charges from the payment amount, account balance or another payment method agreed for the relevant Service. The Customer is responsible for taxes arising from their use of the Services, except taxes imposed on the Company's income. No fee or deduction will be applied contrary to applicable law.

9. AML/ATF, sanctions and regulatory controls

The Company operates a risk-based compliance programme and may monitor transactions, screen customers and counterparties, request information, place a transaction on hold, reject or return a transaction, restrict an account, or terminate a relationship where reasonably necessary for fraud prevention, security, sanctions compliance or compliance with applicable law.

The Company may be legally prohibited from informing the Customer that a report has been made or that an investigation is underway. Nothing in these Terms requires the Company to disclose a suspicious transaction report, law-enforcement request, confidential compliance rule or information where disclosure is prohibited by law.

The Customer must not use the Services in a way that violates applicable sanctions, anti-money laundering, counter-terrorist financing, anti-fraud, anti-bribery or other applicable laws. The Company may block or reject activity where required by law or where a credible compliance concern remains unresolved.

10. Customer security and unauthorised activity

The Customer must keep login credentials, authentication devices, API keys and access tokens secure; use reasonable security precautions; and notify the Company promptly of suspected compromise, fraud, loss of access or unauthorised activity. The Customer must not share credentials or permit unauthorised persons to use its account.

The Customer should review account activity and statements promptly. The Company will investigate reports of unauthorised or incorrect transactions in accordance with applicable law and the rules of the relevant payment system. Nothing in these Terms excludes rights or protections that cannot lawfully be excluded.

11. Suspension, refusal and termination

The Company may refuse, pause, limit or suspend a Service where reasonably necessary to verify information, investigate suspected fraud or unlawful activity, comply with a legal or Partner requirement, protect the Customer or Company, address a security risk, respond to a network or Partner outage, or manage material risk. Where legally permitted and practicable, the Company will notify the Customer and explain any available next steps.

Either party may terminate the ongoing relationship in accordance with the account closure process and applicable law. Termination does not cancel transactions already completed, accrued fees, record-retention obligations or provisions that by their nature continue after termination. Any remaining eligible balance will be dealt with under the applicable Service terms and legal requirements; it may be held where legally required or necessary to resolve a genuine compliance, fraud or ownership issue.

12. Complaints, errors and support

Customers may submit complaints, suspected errors or missing-transaction enquiries to compliance@24nexgen.com or by post to 24 Nex Gen Technology Ltd, 1045 Howe Street, 8th Floor, Vancouver, British Columbia, V6Z 2A9, Canada. Please include the customer reference and relevant transaction details, but do not include passwords, full card numbers or authentication credentials.

The Company aims to acknowledge complaints and provide an initial response within 2-3 business days. This is an initial response target, not a guarantee that a complex investigation will be completed within that period. Where further investigation is required, the Company will provide updates as appropriate. Where a complaint concerns a Partner-provided service, the Company may need to refer or coordinate the complaint with that Partner, while continuing to handle any responsibilities it has under applicable law. Information about any external dispute-resolution body, regulator or escalation route will be provided where required by the laws or rules applicable to the Customer and the relevant Service.

13. Privacy and records

The Company processes personal information in accordance with its Privacy Policy and applicable privacy law. The Company may use and disclose information to Partners, service providers, verification and screening providers, auditors, regulators, law-enforcement authorities and other recipients where necessary to provide the Services, protect users, or comply with law.

The Company retains records for the periods required by applicable law and its record-retention policy. Account closure does not require deletion of records that the Company must or is permitted to retain for legal, regulatory, fraud prevention or dispute-resolution purposes.

14. Liability and service availability

The Company will perform the Services with the standard of care required by applicable law. To the extent permitted by law, the Company is not responsible for loss caused by inaccurate instructions supplied by the Customer, an unsupported asset or network, an event outside its reasonable control, or a Partner or network failure, except to the extent the loss results from the Company's own breach of a non-excludable legal duty.

Nothing in these Terms excludes or limits liability where such exclusion or limitation is prohibited by law, including any non-excludable consumer rights, liability for fraud, or other liability that cannot lawfully be limited. No contractual financial cap on the Company's liability is created by this clause.

The Company may change or discontinue a Service for legal, security, operational or commercial reasons. Where required by law, reasonable notice will be provided and the Company will explain how pending transactions or remaining balances will be handled.

15. Changes to these Terms

The Company may update these Terms to reflect changes in law, Services, Partners, security requirements or business operations. The Company will provide notice and obtain fresh acceptance where required by applicable law. Each revised version will state its version number and effective date, and the Company will retain records sufficient to evidence the version accepted by each Customer.

16. Governing law and disputes

These Terms and any contractual or non-contractual obligations arising out of or in connection with them shall be governed by and interpreted exclusively in accordance with the laws of the Province of British Columbia and the applicable federal laws of Canada.

Any dispute, claim or controversy arising out of or in connection with these Terms, including their formation, interpretation, performance or termination, shall be subject to the exclusive jurisdiction of the courts of the Province of British Columbia, Canada.

17. General

If any provision is held unenforceable, the remaining provisions continue to apply to the extent permitted by law. The Customer may not assign these Terms without the Company's prior written consent. The Company may transfer its rights or obligations as part of a lawful corporate reorganisation or transfer of a Service, subject to applicable law.

These Terms, the Privacy Policy, the transaction confirmation and any product-specific schedule or signed order form comprise the agreement for the relevant Service. If documents conflict, the following order applies unless mandatory law requires otherwise: (1) signed service/order form; (2) these Terms; (3) website Terms of Use.

Schedule A - Service-specific information

Geographic availability and remittance: Remittance may be offered for sending and receiving corridors in

jurisdictions that the Company assesses as acceptable under its risk-based country methodology, subject to local legal requirements, available payment partners, supported payment rails and the Company's approval. The Company does not offer services in jurisdictions or to persons prohibited by applicable sanctions or other legal restrictions. Countries assessed as high risk under the Company's applicable risk framework may be restricted or declined; enhanced due diligence may be applied where appropriate. Country availability is not guaranteed by this list and must be confirmed in the platform or at onboarding.

Country-risk methodology: The Company considers relevant FATF high-risk and increased-monitoring statements, applicable Canadian, UK, EU, US and other sanctions requirements to the extent legally applicable, government advisories, other reputable country-risk sources, the customer and transaction profile, local licensing requirements and partner restrictions. FATF does not publish a universal list labelling every country simply "low risk" or "medium risk"; its public statements identify jurisdictions with strategic deficiencies. A FATF increased-monitoring designation is not automatically the same as a sanctions prohibition, but may inform enhanced due diligence or internal restrictions.

Major currencies (indicative list only; not a representation of current service availability):
USD - US dollar; EUR - euro; GBP - pound sterling; CAD - Canadian dollar; AUD - Australian dollar; NZD - New Zealand dollar; CHF - Swiss franc; JPY - Japanese yen; CNY - Chinese yuan; HKD - Hong Kong dollar; SGD - Singapore dollar; INR - Indian rupee; THB - Thai baht; MYR - Malaysian ringgit; BRL - Brazilian real; MXN - Mexican peso; ARS - Argentine peso; CLP - Chilean peso; PEN - Peruvian sol. The inclusion of a currency or country in this indicative list does not mean that the Company currently operates there, accepts customers there, maintains a local account or payment rail there, or can currently process transactions in that currency.

Indicative major currency pairs (subject to live availability, liquidity, partner coverage and legal approval):
EUR/USD, GBP/USD, USD/CAD, AUD/USD, NZD/USD, USD/CHF, USD/JPY, EUR/GBP, EUR/CHF, EUR/JPY, GBP/JPY, EUR/CAD, GBP/CAD, USD/CNY, USD/HKD, USD/SGD, USD/INR, USD/THB, USD/MYR, USD/IDR, USD/PHP, USD/AED, USD/SAR, USD/TRY, EUR/PLN, GBP/PLN, EUR/CZK, EUR/RON, EUR/SEK, USD/BRL, USD/MXN, USD/ARS, USD/CLP, USD/PEN, EUR/BRL, EUR/MXN, EUR/ARS, EUR/CLP and EUR/PEN. These pairs are indicative only and do not confirm that a corridor or transaction is currently enabled.

Latin American markets, including Argentina, Bolivia, Brazil, Chile and Peru, are markets of interest only as at the effective date of this version. The Company is not representing that it currently conducts operations, onboards customers, maintains local payment rails or processes customer transactions in those markets. Any future launch will be subject to completion of applicable legal and regulatory assessments, partner onboarding and approval, operational readiness, and express activation of the relevant country and Service.

Virtual assets and networks: The principal virtual assets intended to be supported, where enabled, are Bitcoin (BTC), Ether (ETH), Tether (USDT) and USD Coin (USDC). USDT and USDC may be supported on Ethereum ERC-20 and TRON TRC-20 networks where specifically enabled. The Customer must check the asset and network displayed for each transaction. Do not send an asset on an unsupported network. Other assets, networks, wallet functions and transfer methods are not supported unless expressly shown as available.

Blockchain and sanctions screening: The Company uses AMLBot for crypto wallet/address screening and/or related blockchain risk checks as configured for the relevant service. Screening is one component of the Company's risk-based controls and does not guarantee that an address, asset or transaction is free of risk. The Company may conduct additional checks, request information, delay or reject a transaction, or escalate alerts in accordance with its procedures.

Remittance and settlement: Incoming customer funds may be exchanged and settled to the customer or to a disclosed third-party beneficiary, subject to onboarding approval, transaction checks, partner availability, the purpose of payment and applicable law. Business customers may be asked to provide invoices, contracts or other evidence. Fees, exchange rates, limits, cut-off times, estimated settlement times and any third-party charges will be shown or communicated before confirmation where required by law.

Third-party services: Virtual IBANs, accounts, card issuance, acquiring, local deposit facilities and some

payment corridors may be provided by third-party Partners, not directly by the Company. Such services are available only where separately enabled and may be subject to the Partner's own terms, onboarding, fees, safeguarding arrangements and regulatory permissions. The Company does not itself represent that it is the issuing bank, account-holding institution, card issuer, acquiring bank or local payment-system operator unless expressly stated in the relevant product terms. Private automated-banking-machine (ABM) acquiring is not currently included as an enabled Customer Service under these Terms. If the Company launches such a service, it will publish or provide a separate service schedule and any required disclosures before accepting transactions.

Fees, limits and service changes: Applicable fees, spreads, limits and processing estimates are displayed in the relevant transaction flow or fee schedule. Currency availability and pairs may change with market liquidity, provider coverage, legal requirements and operational conditions. No currency, asset, country, corridor, account or payment method is available merely because it appears in this Schedule; availability requires express activation and confirmation in the relevant transaction flow or separate product terms.

Schedule B - Acceptance statement

Acceptance statement: "I confirm that I have read and agree to the 24NexGen Terms of Sale and Customer Services Agreement and acknowledge the Privacy Policy. I understand that the services available to me, fees, exchange rates and transaction details will be shown before I confirm each transaction. I confirm that the information I have provided is accurate and that I am acting for myself or, where applicable, for an entity or person whose authority and role I have disclosed to 24NexGen."