

Risk & Compliance Disclosure

NEMOPAY GLOBAL CORP.

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Table of Contents

Risk & Compliance Disclosure.....	1
7.1 Nature of Our Services.....	1
7.2 Regulatory Risk.....	1
7.3 Transaction and Execution Risk.....	2
7.4 Compliance Controls and Service Availability.....	2
7.5 Technology and Operational Risk.....	2
7.6 Third-Party and Counterparty Risk.....	2
7.7 Pricing, FX and Currency Risk.....	3
7.8 AML/CTF and Sanctions Controls.....	3
7.9 Operational Incidents under the RPAA.....	3
7.10 No Investment Advice.....	3
7.11 No Deposit Insurance.....	4

Risk & Compliance Disclosure

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7.1 Nature of Our Services

NEMOPAY GLOBAL CORP. (“NEMOPAY”) provides two services, described in the Terms & Conditions: cross-border business payments, and the sale of USDT on the TRON network (TRC20) from NEMOPAY’s own inventory. Both services involve legal, regulatory, operational, counterparty, technology and market risks. This disclosure summarizes the main risks. The risks specific to USDT are described in more detail in the Cryptocurrency Risk Disclosure.

7.2 Regulatory Risk

NEMOPAY is regulated in Canada by FINTRAC, as a Money Services Business, and by the Bank of Canada, as a payment service provider. Laws and regulatory requirements may change, including the rules that apply to stablecoins in Canada and in the European Union. Changes in law, or action by a regulator, may require NEMOPAY to change, restrict or stop a service, change the countries it serves, or change its prices.

NEMOPAY is not authorized in the European Union, the European Economic Area or the United Kingdom. Services are not offered to persons in the United Kingdom.

7.3 Transaction and Execution Risk

NEMOPAY processes instructions on the basis of the information you provide. You are responsible for providing accurate and complete instructions and supporting documents. A payment or USDT transfer, once sent, generally cannot be recalled or reversed.

NEMOPAY pays out a fiat payment within two business days of receiving your cleared funds. If it cannot do so, including because compliance checks cannot be completed, it declines the payment and returns the funds to the bank account they came from. Returned or failed payments are refunded to the bank account the funds came from without delay.

The time the beneficiary's bank takes to credit the beneficiary depends on cut-off times, public holidays, correspondent banks and payment system availability, which are outside NEMOPAY's control.

7.4 Compliance Controls and Service Availability

Where required by law or by its controls, NEMOPAY may:

- Request additional information or documents.
- Delay a payment while checks are completed, within the two-business-day limit.
- Decline a payment and return the funds to the bank account they came from.
- Decline or cancel a USDT sale.
- Apply limits to the value or number of payments or USDT sales.
- Restrict, suspend or end the business relationship.

Where Canadian law requires NEMOPAY to freeze property or prevents a return of funds, NEMOPAY complies with that law. Where the law restricts disclosure, NEMOPAY may be unable to give the specific reason for a compliance action.

7.5 Technology and Operational Risk

NEMOPAY's services depend on its banking partner's systems, on the TRON network, on service providers' systems and on NEMOPAY's own procedures. System outages, cyberattacks, technology failures or disruption of external infrastructure may cause delays or failures. NEMOPAY maintains business continuity and incident response procedures but cannot guarantee uninterrupted service.

7.6 Third-Party and Counterparty Risk

NEMOPAY relies on its banking partner to receive and send fiat payments, on service providers for identity verification, screening, blockchain analytics, travel rule messaging and wallet security, and on regulated exchanges and over-the-counter desks from which it buys its USDT inventory with its own funds. NEMOPAY carries out due diligence on these parties before using them, but their performance, financial condition and regulatory status may affect NEMOPAY's ability to provide its services.

If NEMOPAY's banking relationship ends or is interrupted, NEMOPAY stops accepting new instructions and completes the payments in progress or returns the funds to the bank accounts they came from.

7.7 Pricing, FX and Currency Risk

Where a payment requires a currency conversion, and for every USDT sale, NEMOPAY gives you a firm all-in quote before execution. The quote includes NEMOPAY's spread, which is set for you in your fee schedule, and states the period for which it is valid. Once you accept the quote within that period, the transaction is executed at the quoted rate. A quote that expires before acceptance is replaced by a new quote, which may be at a different rate.

Exchange rates move continuously, so a new quote may differ from an earlier one. Banks in the payment chain, including the beneficiary's bank and intermediary banks, may deduct their own charges from a fiat payment. NEMOPAY does not guarantee the rate available at any future time.

7.8 AML/CTF and Sanctions Controls

NEMOPAY maintains a risk-based anti-money laundering, anti-terrorist financing and sanctions compliance program, described in the AML & KYC Notice. Client verification, screening and the review of each payment and USDT sale before execution may affect the timing and availability of services. The law restricts what NEMOPAY may disclose about reports it makes to FINTRAC or other authorities, and NEMOPAY does not tell anyone whether such a report has been made.

7.9 Operational Incidents under the RPAA

As a registered payment service provider, NEMOPAY maintains a Risk Management and Incident Response Framework under the Retail Payment Activities Act. If an incident has a material impact on an end user, on another payment service provider or on a clearing house, NEMOPAY notifies the Bank of Canada without delay. NEMOPAY also notifies, without delay, the end users, payment service providers and clearing houses on which the incident has a material impact.

Notices to end users are sent to the most recent contact details NEMOPAY has. Where NEMOPAY does not have contact details for an affected end user, it publishes the notice on its website. Notices describe when the incident began, its impact and the measures NEMOPAY is taking.

7.10 No Investment Advice

Nothing on NEMOPAY's website or in its services is investment, legal or tax advice. You are responsible for obtaining independent professional advice appropriate to your circumstances.

7.11 No Deposit Insurance

NEMOPAY is not a bank or deposit-taking institution. Payments made through NEMOPAY and the price paid for USDT are not deposits and are not insured by the Canada Deposit Insurance Corporation (“CDIC”) or any equivalent scheme.