

Airwallex Service Agreement

*This version of the Airwallex Service Agreement is effective from 18 November 2025. The previous version of the Airwallex Service Agreement can be viewed [here](#).

1. Airwallex Service Agreement (United States)

This Airwallex Service Agreement (the “**Agreement**”) constitutes a legal agreement between you and Airwallex US, LLC (“**Airwallex**”) and governs your access to and use of Airwallex services, including payment, technology, software or analytics and any other services offered by Airwallex and its Affiliates (collectively, the “**Services**”), directly or through our Affiliates, via our website, mobile applications, software, APIs or other access channels (the “**Airwallex Platform**”). Certain services may be offered directly by a Partner Bank under such Partner Bank’s own service agreement with you (“**Bank Services**”) and in such instances Airwallex provides technology services and related functionalities in support of those Bank Services as further described in the Terms.

By accessing and using the Services, you agree to be bound by this Agreement, as well as all agreements and policies referenced in this Agreement that apply to you, including without limitation our Privacy Policy, Electronic Communications Consent Agreement and Acceptable Use Policy and if applicable any service terms for Bank Services (“**Bank Service Terms**”). You further agree to any supplemental terms specific to the Services you use such as those additional service terms listed on our Terms and Policy page, which become part of your agreement with us and are hereby incorporated herein (the “**Supplemental Terms**” and collectively, the “**Terms**”).

PLEASE BE AWARE THAT SECTION 25 CONTAINS PROVISIONS GOVERNING HOW TO RESOLVE DISPUTES BETWEEN YOU AND US. AMONG OTHER THINGS, SECTION 25 INCLUDES AN AGREEMENT TO ARBITRATE WHICH REQUIRES, WITH LIMITED EXCEPTIONS, THAT ALL DISPUTES BETWEEN YOU AND US SHALL BE RESOLVED BY BINDING AND FINAL ARBITRATION. SECTION 25 ALSO CONTAINS A CLASS ACTION AND JURY TRIAL WAIVER. PLEASE READ SECTION 25 CAREFULLY.

UNLESS YOU OPT OUT OF THE AGREEMENT TO ARBITRATE WITHIN 30 DAYS: (1) YOU WILL ONLY BE PERMITTED TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION; AND (2) YOU ARE WAIVING YOUR

RIGHT TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL.

As used throughout this Agreement, “website” refers to www.airwallex.com our mobile site and application. The terms “you” or “your” refers to customers who register for, use or access the Services. The terms “we,” “us” and “our” refers to Airwallex. Please note that headings in this Agreement are for reference only.

1. Our Services

Airwallex will provide you with Services, including those described in the Supplemental Terms and provide access to the Airwallex Platform. Your level of access to the features and functions offered through the Services will depend on your account type and other factors such as where you are located, whether you elect to receive Services from our Affiliates or if you utilize Bank Services.

Domestic Payment Services may be provided to you directly by Airwallex or such services may be provided as a Bank Service by Evolve Bank & Trust. If Domestic Payment Services are provided to you by Airwallex, the Treasury Management Terms will apply to your use of such Domestic Payment Services. If Domestic Payment Services are provided to you as a Bank Service, the Evolve Customer Terms of Service will govern the provision of the Domestic Payment Services. To determine your provider of Domestic Payment Services, please log on to the Airwallex Dashboard to find information regarding your provider of Payment Services.

If you use certain payment services outside of the United States, those services may be provided by an Affiliate of Airwallex and separate terms may apply.

2. Terms; Order of Precedence

If any term within this Agreement conflicts with a term in any Supplemental Terms or set of terms incorporated by reference herein, then unless the Terms otherwise expressly provide to the contrary, the order of precedence shall be: (i) the Supplemental Terms; (ii) the terms of this Agreement; and (iii) any other set of terms incorporated by reference into this Agreement.

3. Eligibility

To register for our Services and create an account with Airwallex (“**Airwallex Account**”), you must be a business entity authorized to do business and having your principal place of business located in the United States. Please be aware that we do not offer Services to individual consumers and you agree that you will not use our Services for personal, household or family purposes. We reserve the right to refuse your registration request or discontinue use of our Services for any reason. You hereby warrant that at all

times during the term of this Agreement you are and will continue to be a legal business entity or sole proprietor.

4. Account Setup

a. *Registration.* To apply to use some or all of our Services, you must first create an account profile for your business on the Airwallex Platform by providing certain information about the business, including without limitation personal information about the beneficial owners, principals or any employee of your business that will be permitted access or use the Services on behalf of your business. You must provide accurate and complete information in response to all registration inquiries. You may not create duplicate accounts for the same business. If we discover duplicate profiles for the same user, the profiles will be merged or closed, in some cases without notification to you.

b. *Account Information.* You are responsible for keeping all information in your account profile up to date at all times. We will only allow you to use our Services if we are satisfied with the information you have provided, and we have been able to verify this information. We may refuse your application to use our Services in our sole discretion if we believe you may be in breach of our Acceptable Use Policy or due to regulatory restrictions. In addition to keeping Customer Information in your Airwallex Profile up-to-date and accurate at all times, you must immediately notify Airwallex if: (i) you undergo or anticipate undergoing a Change of Control; (ii) you experience or anticipate experiencing an Insolvency Event; (iii) there is a change in applicable Laws that will have a material impact on the business for which your using our Services, including if such business becomes subject to regulatory oversight; or (iv) you become the subject of a material regulatory or governmental investigation, order or inquiry.

c. *Mandatory Due Diligence.* In order to meet our obligations under applicable Laws, including without limitation those Laws concerning the prevention of money laundering and terrorist financing, we must obtain, verify and record certain information about you, your business and any associated officers, directors, partners, beneficial owners, employees and Authorized Users (collectively, “Representatives”) before we provide Services to you. Examples of such documents or information, include but are not limited to government-issued photo identification, business invoices, banking statements or other personal, financial or business information that may reasonably allow us to confirm your identity, verify beneficial ownership of your business, validate the purpose of your transaction or authenticate your funding source. You understand and agree that our provision of Services is subject at all times to successful completion of the initial and any subsequent customer due diligence. Accordingly, we may request additional information or documents from you when you register with us or any time thereafter.

d. *Authorization to Collect Information.* By accepting this Agreement, you authorize us or our Bank Partners to make inquiries or retrieve information about you or your business, including information about your Representatives from our service providers and other third parties, including financial service

providers and banks (including Bank Partners) as well as credit reporting agencies or other information bureaus. You hereby confirm that such third parties are authorized to provide such information to Airwallex. We reserve the right to suspend or limit access to our Services if we are unable to sufficiently verify your information. Please be advised we may be required to keep records of such verifications for such period of time as is required by federal law.

5. Authorized Users

Subject to the obligations, limitations and terms set forth in the Terms, you may designate and authorize certain third parties, for example employees or professional advisors, and other representatives to access and use the Services on your behalf to conduct certain transactions or give instructions to us under this Agreement (each, an **“Authorized User”**). Please be aware that designating an Authorized User does not relieve you of your responsibilities under this Agreement. We will deem any use of the Services, including any payments into and out of the Wallet, to have been carried out by you. You must create a user profile for each Authorized User and provide all requested information about such Authorized User. You must inform us promptly if any details provided about an Authorized User have changed or are otherwise incorrect. You may grant different permissions or levels of authority with respect to your Account to each Authorized User.

You acknowledge agree that: (a) your Authorized Users have the authority to provide instructions to us for the provision of Services on your behalf; (b) we may rely on instructions given by the Authorized User, and you will be bound by the actions of your Authorized Users, until you provide us with written notice withdrawing or otherwise varying the authority of an Authorized User; (c) we may refuse access to your Authorized User(s) if we are concerned about unauthorized or fraudulent access; and (d) you will promptly report to us any infringements or unauthorized access to the Airwallex Platform.

6. Instructions Processing

If you utilize the Airwallex Platform to access Bank Services, the Airwallex Platform will allow you to send instructions to the Bank in order to send or transfer funds (**“Instructions”**). We process all Instructions on behalf of Bank. You may direct us to make a transaction by providing the necessary information as prompted in the Airwallex Platform. You should check each Instruction carefully to ensure all information provided is correct, including the bank account details of any payee. If you do not provide accurate details, then we may not be able carry out your Instructions correctly. In such cases, we will not be liable for any loss you incur, although we will use reasonable efforts to investigate and credit or return incorrect and inaccurately referenced payments into or from your Wallet. You should inform us promptly if you think a mistake has been made in your instructions. However, we may not be able to stop, amend or reverse a transaction undertaken in accordance with your instructions once a Confirmation has been issued. We may not process your transaction if your instructions are unclear, incomplete or contain an error.

7. Beta Services

We may designate certain Services or features of Services as 'beta', 'pilot', 'invite-only', 'limited release' or 'pre-release' ("**Beta Services**"). Beta Services are incomplete and still in development and may contain bugs or errors, materially change prior to a full commercial launch (if any) and may never be released commercially. We provide all Beta Services on an 'as-is' basis, and without warranty of any kind, and your use of, or reliance on any such features and services is done at your own risk. We have no obligation whatsoever to provide any bug fixes, error corrections, patches, or service packs for, or any revisions, successors, or updated versions to, Beta Services (or any part of them) during your use of any Beta Services, however, if we provide or make available any update to Beta Services, you must fully implement the applicable update within the time period specified by Airwallex or within thirty (30) days after we make the update available to you (whichever is earlier). We may make updates, changes, repairs, or conduct maintenance at any time, and with or without notice, which may result in changes in the availability or quality of Beta Services. In addition, Airwallex may suspend your access to Beta Services with or without notice, including if we reasonably believe that: (i) suspension is required by applicable Laws; (ii) continuing to provide the Beta Services would make Airwallex in breach of any obligation that Airwallex owes to a third party; or (iii) Airwallex determines that continuing to provide the Beta Services would give rise to an unacceptable security or privacy risk. We may terminate your access to the Beta Services if we, in our sole discretion, stop offering the Beta Services completely, or within your geographic jurisdiction. Airwallex may, in its discretion, provide Beta Services to you free of charge.

8. Third-Party Authorizations

You may grant certain third parties with the right to view or access your Account in order for such third parties to provide their own services to you ("**Authorized Third Party**"). Such authorization may include the right for an Authorized Third Party to initiate Payments from your Wallet. Any access granted to you by an Authorized Third Party will be solely governed by an agreement between you and the Authorized Third Party. You acknowledge and agree that Airwallex is not a party to such agreement and Airwallex is not responsible for any Authorized Third Party's access or use of your Account or Wallet. You further acknowledge that if you grant access to your Account to any Authorized Third Party, we may disclose certain information about your Airwallex Account to this Authorized Third Party.

8A AI SERVICES

8A.1 AI Services. We may offer features that use artificial intelligence or machine learning to generate forecasts, reports, recommendations, automated assistance, or other outputs ("**AI Services**"). AI Services may be beta or experimental, may change or end at any time, and are not subject to service levels or support unless we state otherwise.

8A.2 You acknowledge and agree:

(a) **Nature of Outputs; No Professional Advice.** AI Services and their outputs (“**Outputs**”) are provided “as is” and for informational purposes only. Outputs are not professional advice and should not be your sole basis for decisions. You are responsible for your use of Outputs and for obtaining any required professional advice.

(b) **Accuracy, Originality, and Suitability.** We do not warrant Outputs. They may be inaccurate, incomplete, non-unique, or unsuitable. You must independently verify and apply human review before using Outputs in any way that could affect rights, obligations, or compliance.

(c) **Customer Inputs and Responsibility.** You are responsible for all data and content you submit to or through the AI Services (“**Inputs**”), for having necessary rights and consents, and for your use of Outputs. You will not submit Inputs that violate Applicable Law or third-party rights, including card network or bank partner rules.

(d) **Appropriate Use; High-Risk Activities.** You will not use AI Services for high-risk decisions (e.g., credit, insurance, employment, lending, or KYC/AML) without appropriate human review and safeguards and as otherwise restricted by Applicable Law.

(e) **Third-Party Models and Content.** AI Services may use third-party models, datasets, or services that may change or be discontinued. We make no commitments about third-party content. Your use may be subject to additional third-party terms.

(f) **Prohibited Inputs; Sensitive Data.** Unless we expressly permit it in writing, you will not submit: (i) confidential or proprietary information; (ii) special categories of personal data or other sensitive data; or (iii) unlawful, harmful, discriminatory, harassing, defamatory, obscene, or fraudulent content. If you submit any such Inputs in violation of this section you do so at your own risk and remain solely responsible.

(g) **Suspension and Enforcement.** We may suspend, restrict, or disable AI Services, or apply rate limits, usage caps, or content filters, if we reasonably believe there is misuse, risk, or a legal or contractual violation, and may do so without prior notice where permitted by Applicable Law.

(h) **Intellectual Property; Licenses.** We and our licensors own the AI Services and related technology. We grant you a non-exclusive, non-transferable, revocable right to use Outputs for your lawful business purposes, subject to this Agreement and third-party rights. You will not reverse engineer, test for vulnerabilities, or use Outputs to train competing models, except as required by law or permitted by applicable open-source licenses. You grant us a worldwide, royalty-free, transferable, sublicensable license to use Inputs and feedback to provide, secure, and improve the AI Services and related offerings.

(i) **Privacy and Data Use.** Subject to our Privacy Policy and, if applicable, data processing agreement, we may process Inputs and Outputs to operate, secure, and improve the AI Services, including training underlying models. You will not use AI Services to collect, infer, or create profiles in violation of Applicable Law or without required notices or consents.

9. Service Fees

a. *Fees.* In consideration of your access and use of the Services may require you to pay certain fees, including but not limited to transaction fees, payment processing fees, credit card issuance fees, chargeback fees, subscription fees and other special services fees (“**Service Fees**”). Service Fees will be detailed in the Airwallex Dashboard when you book a Payment or displayed to you in the Airwallex Platform or as otherwise agreed in writing with us. You agree to pay all Service Fees when due to us. If we are unable to collect any amounts you owe under the Terms, we may engage in collection efforts to recover such amounts from you which may include collection costs such as attorneys’ fees, cost of proceedings, applicable interest and related expenses.

b. *Subscription Fees.* To access certain Services, you will be required to select one of the subscription plans specified on the Airwallex Platform, in the Fee Schedule or otherwise in writing by us from time to time (“**Subscription Plan**”) and pay fees on a recurring basis, as set out in the Fee Schedule, on the Airwallex Platform or as otherwise agreed in writing (“**Subscription Fees**”). By activating a Subscription Plan or using a Service that is part of a Subscription Plan (including after the completion of any trial period, if applicable), you agree to pay the applicable Subscription Fees.

c. *Changing your Subscription Plan.* You may upgrade or downgrade your Subscription Plan at any time, via the Airwallex Platform. Downgrades to an account’s Subscription Plans will take effect at the end of the Customer’s then-current billing cycle, while upgrades will take effect immediately. Downgrading your Subscription Plan could mean that you will lose access to certain products and features, and you should review your account before you downgrade and take appropriate action to ensure a smooth transition for when the downgrade occurs.

d. *Billing Cycles.* Unless specified in the Fee Schedule or we otherwise agree in writing with you, Subscription Fees will be charged at the end of every billing cycle until cancelled. A billing cycle begins when you are first provided access to a Subscription Plan, and continues for one month. You may cancel a Subscription Plan at any time via the Airwallex Platform. If you cancel a Subscription Plan, you will continue to have access to that Subscription Plan through the end of your then current billing cycle. You are still liable for the Subscription Fees for the then current billing cycle and you will not be entitled to a refund or credit for any Subscription Fees already due or paid. Cancelling a Subscription Plan only discontinues your permission to use the services associated with your Subscription Plan, and does not terminate your account. After you have cancelled a Subscription Plan, your account and related

information are maintained by Airwallex and remain accessible to you, to ensure that you are able to access your account and existing data upon reactivating your subscription to the Services. Your account can be reactivated on your request. You may reactivate your access to a Subscription Plan at any time via the Airwallex Platform.

e. *Invoices.* In connection with certain Services, we may issue an invoice to you for amounts due or payable as applicable under the relevant Terms. Any invoices issued by us must be paid by you in a timely manner in order for you to continue to access Services. If full payment is not received by the date specified on the invoice, Airwallex may suspend your use of the Services until we receive payment in full.

f. *Taxes.* All Services Fees and any other amount payable to Airwallex by you exclude taxes or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction ("**Taxes**"). You agree that you are responsible for all Taxes, if any, that apply to the sale of your products or services or payments that you make or receive using our Services including any and all Taxes that may be assessed, incurred or apply to the fees or payments made or received to or from your Global Account. It is your sole responsibility to remit any such Taxes to the appropriate government tax authorities. You also are responsible for any applicable reporting requirements, including without limitation reporting in accordance with laws related to customs or foreign currency controls. We may send documents to certain taxing authorities for transactions processed using the Services or related to your use of our Services, as required by applicable Laws, including without limitation IRS Form 1099. If at any time, Airwallex is required to withhold any Taxes, we may deduct those Taxes from amounts owed to you and remit T to the relevant taxing authority on your behalf.

g. *Right to Setoff.* Airwallex may at any time set off any payment liability you have to Airwallex or its Affiliates against any payment liability that Airwallex or its Affiliates has to you, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this Agreement. If the liabilities to be set off are expressed in different currencies, Airwallex may convert either liability at a market rate of exchange for the purpose of set-off. Airwallex's right to set off includes, but is not limited to, setting off the amount of any payment you have requested against any amount collected through any account you have with Airwallex.

h. *Deductions from Wallet or Linked Account.* Airwallex may debit any fees or amounts otherwise owed to Airwallex or its Affiliates from your Wallet or your Linked Bank Account as further detailed in the Debit Authorization Agreement.

10. Accessing Services via API

You may access our Services through our API. To use our Services through the Airwallex APIs, we must first approve such access and you must at all times comply with any rules and guidelines issued by us

regarding the integration and use of the Airwallex APIs including those available at <https://www.airwallex.com/docs/api#/Introduction>. It is your responsibility to ensure the security and integrity of your technical systems including limiting access to only authorized individuals and by imposing log-in and user authentication requirements. Airwallex and its Affiliates shall have no liability related to your failure to comply with such rules and the Documentation.

11. Account Security

You, and your Authorized Users, are responsible for safeguarding log-in credentials. If you believe that your log-in information has been stolen or compromised, you must contact us immediately. To prevent unauthorized use of your Account, you should log in to your account and check your account balance on a regular basis.

12. Restrictions on Use of Services

You may not use our Services in connection with certain prohibited activities as set forth in our Acceptable Use Policy. You may not take any action or attempt any action that interferes with the normal operation of the Airwallex Platform or Services. We are not a currency trading platform, and accordingly, you should not use our Services, including the Airwallex Account or the auto conversion order function for this purpose (including creating multiple auto conversion orders or a series of money transfers without the intention of completing them or for seeking to profit from FX trading). If we detect that you are using our Services for this purpose, we may, at in our sole discretion, set a limit on the number of auto conversion orders you may create, cancel your orders, set a limit on the amount of money you can convert or transfer in one or more currencies or in the same currency, restrict your ability to use this or other features, or suspend or close your Airwallex Account and disgorge your gains.

13. Third-Party Providers

The Services may be made available or accessed in connection with services or products provided by certain third parties, including our affiliates ("**Third-Party Services**"). Separate terms and conditions as well as privacy policies will apply to your use of Third-Party Services. We expressly disclaim any responsibility or liability for your use of and the performance of any Third-Party Service provided by a non-affiliated party. All disputes arising from your use of a Third-Party Service must be resolved with that third party directly, and not Airwallex. When using a Third-Party Service, our Privacy Policy is no longer in effect and any personal information or data collected by that third party is subject to the Third-Party Service's own privacy policy.

14. Term

Unless otherwise agreed to by the parties in writing, this Agreement comes into effect on the date you first use or access the Services (the “**Effective Date**”) and continues until terminated by you or Airwallex (such period, the “**Term**”).

15. Termination or Suspension of Services

a. *Termination by You.* You may stop using our Services at any time and close your account with Airwallex by contacting Customer Support at 1-855-932-3331. You will remain liable for any outstanding obligations after closure. Closing your account will terminate this Agreement. You must withdraw any balance in your Wallet before closing it. You may not close your account with us if your Wallet reflects a negative balance.

b. *Termination by Us.* We reserve the right to terminate or suspend the Agreement and/or use of the Services, upon notice to you, at any time and for any reason including without limitation if:

- we suspect criminal activity in connection with your use of the Services or that the Services are being used fraudulently;
- we reasonably believe you are in violation of applicable Law;
- we reasonably believe you have fraudulently requested a refund for an unauthorized transaction
- you undergo a Change of Control;
- you enter an Insolvency Event;
- we are legally required to do so, including by any relevant governmental authority;
- you have breached these Terms;
- you provide false, misleading or inaccurate information, or we have been unable to verify any information you have provided;
- we believe that you are engaged in a business, trading practice or other activity that presents an unacceptable risk to us or our Bank Partner;
- we believe that your use of the Services (i) is or may be harmful to Airwallex or any third party; (ii) presents an unacceptable level of credit risk; (iii) increases, or may increase, the rate of fraud that Airwallex observes; (iv) degrades, or may degrade, the security, stability or reliability of the Services or any third party’s system (e.g., your involvement in a distributed denial of service attack); (v) enables or facilitates, or may enable or facilitate, illegal or prohibited transactions; or (vi) is or may be unlawful.
- your Wallet has a negative balance and you haven’t promptly repaid the amount owing to us; or
- one of our Banking Partners, or other service provider necessary to provide the Services, requires us to terminate the Agreement.

If we terminate your use of the Services, we will promptly make available for withdrawal any funds in your Wallet that are not otherwise restricted.

c. *Notice.* If we exercise our right of suspension, we will provide notice of suspension to where possible and the reasons for such suspension, either before the suspension is put in place, or immediately after, unless it would compromise Airwallex’s reasonable security measures or otherwise be unlawful.

d. *Survival.* Upon termination of this Agreement for any reason, the following sections of this Agreement: (i) provisions that by their nature are intended to survive termination; (ii) any payment obligations under the Terms; and (iii) any provisions that allocate risk or limit or exclude a party's liability (including without limitation: Section 9 (Service Fees); Section 16 (Confidentiality); Section 18(c) (Data Breach); Section 22 (Disclaimer of Warranty); Section 23 (Limitation of Liability); Section 24 (Indemnification); Section 25 (Arbitration Agreement); Section 28 (Legal Orders); Section 32 (Governing Law); Section 39 (Feedback); and Section 41 (General Provisions)).

16. Confidentiality

You may have access to or we may disclose to you Confidential Information belonging to us. You agree to keep such Confidential Information confidential and that you only use such Confidential Information solely for the specific purposes for which it was disclosed by us to you or as expressly permitted by us. You further agree that you: (a) will not disclose any of our Confidential Information to any third party except as required: (i) by Law or any authority of competent jurisdiction; (ii) to your attorneys, accountants and other advisors as reasonably necessary and who are advised of the confidential nature of such Confidential Information; or (iii) for the purposes of defending yourself in relation to actual or threatened proceedings, provided that in respect of (i) and (iii) above, you will give us reasonable notice in advance of such required disclosure, together with such details as we may request (where notice to us is permissible under applicable Law); and that you will take reasonable precautions to protect the confidentiality of such information, at least as stringent as those taken to protect your own Confidential Information. You will remain liable for any disclosure of Confidential Information by your agents, representatives and employees as if you had made such disclosure.

17. Privacy and Data Usage

a. *Privacy.* We are committed to protecting your privacy. Please review our Privacy Policy to learn more about how we safeguard, share and use your information. You must at all times maintain a Privacy Policy that complies with applicable Laws.

b. *Personal Information.* Any Personal Information collected about you or your Representatives will be processed in accordance with our Privacy Policy and this Agreement. If you direct and authorize Airwallex to collect Personal Data from a third-party, you must provide all required notices and disclosures and obtain all necessary rights and consents from such third party that allows Airwallex to lawfully collect, access, use, retain and disclose such Personal Information in the manner set forth in the Terms and as outlined in our Privacy Policy.

c. *Airwallex Data.* Airwallex Data may only be used as permitted under the Terms and any other agreements you may have with Airwallex or its Affiliates.

d. *Customer Data*. In addition to the purposes set forth in our Privacy Policy, Airwallex will collect and use Customer Data to: (i) comply with its obligation under Law and with requirements of any Regulatory Authorities; and (ii) fulfill its obligations with respect to its Partner Banks.

e. *Cooperation*. Upon request by us, you must reasonably cooperate and provide assistance to ensure Airwallex is compliant with all obligations imposed by any Data Protection Legislation and any relevant applicable Law, including without limitation: (i) dealing with and responding to any communications from Data Subjects; (ii) dealing with, mitigating and responding to any breach of Personal Information; and (iii) with respect to security, impact assessments and consultations with supervisory authorities or Regulatory Authorities.

f. *Additional Data and Privacy Terms*. Additional terms related to the processing, access, use and collection of data may apply to certain Services. Such terms will be set forth in the Supplemental Terms applicable to those Services.

18. Data Security

a. *Security Controls*. Each party will maintain commercially reasonable administrative, technical, and physical controls designed to protect data in its possession or under its control from unauthorized access, accidental loss and unauthorized modification. You are responsible for implementing administrative, technical, and physical controls that are appropriate for your business.

b. *Data Transfers*. You must ensure that any Personal Information that is transferred to us is transmitted by a method and means that is secure and compliant with the terms of this Agreement and all Data Protection Legislation.

c. *Data Breach*. If you become aware of or suspect any unauthorized access, disclosure or loss of Personal Information on your systems, you must notify us immediately.

19. Intellectual Property

a. *Intellectual Property Ownership*. As between the parties, Airwallex owns all Intellectual Property Rights in and to the Airwallex Platform, the Documentation and the Airwallex Technology. This Agreement does not transfer from Airwallex to you any ownership rights in the Airwallex Platform, the Documentation and the Airwallex Technology. As between the parties, you own all Intellectual Property Rights to the Customer Materials.

b. *License Grant by Us*. Subject to the terms of this Agreement, Airwallex grants you a limited, revocable, non-transferable, non-sublicensable, royalty-free and non-exclusive license to access and use the Documentation and Airwallex Platform provided that such access and use is: (i) solely for the purpose of

utilizing the Services; (ii) only to extent necessary to use the Services and (iii) in compliance with this Agreement and the Terms.

c. *License Grant by You.* You hereby grant a royalty-free, non-exclusive, irrevocable, transferable and sub-licensable license to Airwallex and any applicable Affiliate or third-party service provider of Airwallex, to use the Customer Materials, for the purposes of operating the Airwallex Platform, providing the Services, and fulfilling Airwallex's rights and discharging its obligations under the Terms.

d. *Customer Materials.* You are solely responsible for the quality, accuracy, and completeness of any Customer Materials and shall indemnify and hold harmless Airwallex, its Affiliates and its service providers on demand against all Losses arising out of or in connection with our use of the Customer Materials in accordance with the license granted hereunder and any claim that the Customer Materials infringe the Intellectual Property Rights of any third party.

e. *License Restrictions.* With respect to any licenses granted to you by Airwallex and/or its Affiliates, you shall not, except to the extent allowed by Law or otherwise provided for in this Agreement, attempt to: (i) use, distribute, reproduce, modify, copy, adapt, translate, create derivative works from, transfer, loan, rent, sublicense, sell, or otherwise commercially exploit, frame or otherwise re-publish or redistribute, publicly perform or publicly display any part of the Services including the Documentation, or Airwallex Technology; or (ii) reverse compile, disassemble, reverse engineer, attempt to extract the source code, or otherwise reduce to human perceivable form all or any part of the Services or Airwallex Technology.

f. *No Joint Development.* Any joint development between the parties will require a separate agreement between the parties.

g. *Reservation of Rights.* Nothing in this Agreement assigns or transfers ownership of any Intellectual Property Rights to the other party. All rights (including Intellectual Property Rights) not expressly granted hereunder are hereby reserved.

20. Marks Usage

a. *Airwallex Marks.* All Airwallex Marks owned or used by Airwallex in the course of its business are the property of Airwallex or its Affiliates. Airwallex reserves all Intellectual Property Rights in relation to the use of the Airwallex Marks. Unless otherwise provided for in the Terms, you may not use the Airwallex Marks without the prior written consent of Airwallex. If Airwallex grants you permission to use Airwallex Marks, you must comply with any usage terms and guidelines provided by us.

b. *Customer Marks.* Subject to the terms of this Agreement, you grant Airwallex and its Affiliates a worldwide, non-exclusive, non-transferable, non-sublicensable, royalty-free license during the Term to use your or your Affiliate's Marks in Airwallex's promotional and marketing materials and communications, on

the Airwallex Webapp and in its sales and marketing communications. You may at any time and upon reasonable notice in writing to Airwallex request that Airwallex ceases to use your Marks for these purposes.

c. *Goodwill*. All goodwill generated from the use of Marks by either party, will inure to the sole benefit of the Marks owner.

21. Warranties and Representations

a. *Customer Warranties*. You represent, warrant and covenant that as of the Effective Date and at on an ongoing basis during the Term:

- i. you are established as a business (which may be a sole proprietor) or a non-profit organization located in an approved jurisdiction and are eligible to use the Services;
- ii. your company is duly incorporated under the laws of its place of its formation;
- iii. you have the right, power and authority to enter into and perform its obligations under this Agreement;
- iv. the information you provide to Airwallex about yourself, your business and your accounts maintained at other financial institutions is true, accurate and complete;
- v. all transactions initiated by you using the Services will comply with all federal, state and local laws, regulations and rules;
- vi. you will not use the Services to conduct transactions for personal, household or family purposes or for peer-to-peer money transmission;
- vii. your use of the Services does not violate or infringe upon any third-party rights, including Intellectual Property Rights, and that you have obtained all necessary rights, permissions and licenses to enable your use of Customer Materials in connection with the Services;
- viii. you have obtained and will comply with all necessary rights, consents, registrations, licenses, permits and approvals for the operation of your business and to allow you to access and use the Services in compliance with this Agreement and Law;
- ix. you will comply with all applicable Laws with the respect to the operation of your business and with the performance of your obligations under the Terms;
- x. your entry into and performance under this Agreement does not conflict with or result in the breach of any applicable Laws or other restrictions or obligations that your business is subject to;

xi. you will not use the Services, directly or indirectly, for any fraudulent undertaking or in any manner so as to interfere with the operation of the Services;

xii. your employees, contractors and agents will act consistently with this Agreement;

xiii. you do not use the Services to conduct a Prohibited Business or transact with any Prohibited Business;

xiv. your use of the Services complies with and will continue to comply with all Documentation and Supplemental Terms;

xv. your use of any Bank Services will not violate or breach any terms of the Bank Services agreements; and

xvi. you will not use the Services in any manner that will damage the Airwallex brand or the brand of our Bank Partners.

b. *Additional Warranties.* Additional representations and warranties that apply to a specific Service may be included in the Supplemental Terms.

22. Disclaimer

THE AIRWALLEX SERVICES, AIRWALLEX PLATFORM AND AIRWALLEX TECHNOLOGY ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. EXCEPT AS OTHERWISE EXPRESSLY STATED AS A WARRANTY IN THIS AGREEMENT, AIRWALLEX DOES NOT MAKE AND DISCLAIMS ANY AND ALL WARRANTIES OR REPRESENTATIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY WITH RESPECT TO ITS PERFORMANCE UNDER THIS AGREEMENT AND THE AIRWALLEX SERVICES, AIRWALLEX TECHNOLOGY, AIRWALLEX DATA, DOCUMENTATION, AND ITS BANK PARTNERS. AIRWALLEX SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

AIRWALLEX DOES NOT WARRANT OR GUARANTEE THAT THE SERVICES ARE ACCURATE, CORRECT OR RELIABLE; THAT THE SERVICES WILL MEET YOUR REQUIREMENTS; THAT THE SERVICE WILL BE AVAILABLE AT A PARTICULAR TIME OR LOCATION; THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, WITHOUT DEFECT OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

Airwallex is not liable, and denies responsibility for any damages, harm, or losses to you arising from or relating to hacking, tampering, or other unauthorized access or use of the Services, your Global Account,

Wallet or data contained therein. Airwallex further denies responsibility for all liability and damages to you or others caused by (a) your access or use of the Services inconsistent with the Documentation or the Terms; (b) any unauthorized access of servers, infrastructure, or data used in connection with the Services; (c) interruptions to or cessation of the Services; (d) any bugs, viruses, or other harmful code that may be transmitted to or through the Services; (e) any loss outside of the direct control of Airwallex and/or any of its Affiliates that arises from the negligence, fraud or willful misconduct or the insolvency of any third-party correspondent bank, liquidity provider, or other financial institution who is part of the payment network used to provide the Services; or (f) any errors, inaccuracies, omissions, or losses in or to any data provided to us.

Airwallex makes every effort to process transactions in a timely manner, but we make no representations or warranties regarding the time it takes to complete a particular transaction because our Services are dependent upon many factors outside of our control.

23. Limitation of Liability

a. *No Indirect Damages.* To the maximum extent permitted by law, in no event will Airwallex nor any of its Affiliates or suppliers be liable to you or your Affiliates in relation to the Services or this Agreement during the Term or after the Term for any incidental, indirect, punitive, special, exemplary or consequential damages (including without limitation loss of data or loss of business, lost profits, loss of goodwill, computer damage or system failure or the cost of substitute products or for any damages for personal or bodily injury resulting from your use of our Services or delay or inability to use our Services), even if such damages are foreseeable by Airwallex, and whether or not you or Airwallex have been advised of the possibility of such damages.

b. *Maximum Liability.* To the maximum extent permitted by law, Airwallex and its Affiliates will not be liable to you or your Affiliates for any Losses that exceed the total amount of Service Fees paid to Airwallex by you during the one-year period immediately preceding the event giving rise to liability.

c. *Applicability.* The limitations on our liability set forth in this Section 23 will apply regardless of the legal theory on which your claim is based, including contract, tort (including negligence), strict liability, or any other theory or basis. Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, so the above limitation may not apply to you. The use of the term “Airwallex” in this Section 23 (Limitation of Liability) means Airwallex, its processors and suppliers (and their respective affiliates, subsidiaries, agents, officers and employees).

24. Indemnification

Your Indemnity

(a) *Defense of Claims.* You agree to defend and hold harmless Airwallex Indemnitees against any third party Claim made against any of the Airwallex Indemnitees to the extent arising out of or relating to: (A) your breach of the representations, warranties and obligations under this Agreement; (B) your failure to comply with Laws; (C) your use of the Services; (D) your use of Personal Information; (E) an allegation that permitted use of any of the Marks you license to Airwallex or the Customer Materials infringes Intellectual Property Rights of a third party; or (F) your negligence, willful misconduct or fraud.

(b) *Indemnification of Losses.* You will indemnify the Airwallex Indemnitees against all Airwallex Losses arising out of or relating to any Claims described in Clause 15(b)(i). You further agree to indemnify Airwallex for any Losses related to or arising out of: (A) Airwallex acting on any of your or your Authorized Users' instructions or which Airwallex reasonably believe to have been made by you or an Authorized User; or (b) Airwallex funding or arranging to fund all or part of any transactions pursuant to your instructions, and your subsequent cancelation or failure to fully fund such transactions and Airwallex.

25. Arbitration Agreement

For purposes of this arbitration provision (the “**Arbitration Agreement**”), references to you or Airwallex also include respective affiliates, subsidiaries, employees, processors, suppliers, agents, successors and assigns as well as any other beneficiary of the Services.

a. *Binding Arbitration.* You and Airwallex agree that any Disputes, except for actions brought in small claims court pursuant to subsection (c) or excluded under subsection (d), shall be resolved exclusively through final and binding arbitration by a single neutral arbitrator and not in a court of law. “**Dispute**” means any claim, controversy, or dispute between you and Airwallex arising out of or relating in any way to this Agreement or your access to or use of the Services or of the Airwallex Platform, including without limitation any state or federal statutory claim, common law claim or any claim based in contract, tort, fraud, misrepresentation or any other theory that arise from or relates to the breach, enforcement, interpretation or validity of any provision of the Terms. For purposes of this Arbitration Agreement, “Dispute” will also include disputes that arose or involve facts occurring before the existence of this or any prior versions of the Terms as well as claims that may arise after the termination of these Terms.

b. *Rules and Governing Law.* Arbitration shall be administered by the American Arbitration Association (referred to as the “**AAA**”). The AAA will apply the Consumer Arbitration Rules, except as modified in this Arbitration Agreement, to the arbitration of any Dispute. The AAA's rules are available at www.adr.org. Notwithstanding subsection (n) concerning substantive law, you and Airwallex each agree that this Arbitration Agreement evidences a transaction in interstate commerce and thus the Federal Arbitration Act (9 U.S.C. §§1-16) will govern the interpretation and enforcement of this Arbitration Agreement. A party who wishes to initiate arbitration must provide the other party with a request for arbitration (the “**Request**”). A Request to Airwallex should be sent either by mail to Airwallex, 188 Spear Street, 9th Floor

San Francisco, CA 94105 Attn: Legal Department; or by email to Legal@Airwallex.com. A Request to you will be sent to your email address and/or street address that Airwallex has on file or associated to your Airwallex account profile. It is your responsibility to keep your contact information up to date. The Request must include: (1) the name, telephone number, mailing address, e-mail address of the party seeking arbitration and the account username (if applicable) as well as the email address associated with any applicable account; (2) a statement of the legal claims being asserted and the factual bases of those claims; (3) a description of the remedy sought and an accurate, good-faith calculation of the amount in controversy in United States Dollars; (4) a statement certifying completion of the Informal Dispute Resolution process as described in subsection (e) below; and (5) evidence that the requesting party has paid any necessary filing fees in connection with such arbitration.

c. *Small Claims Option.* As an alternative to arbitration, either party may bring an individual action in small claims court in your county of your business' principal place of business, so long as the Dispute meets all the jurisdictional qualifications and provided that the matter remains in small claims court and advances only on an individual (non-class, non-representative) basis.

d. *Exceptions to Arbitration.* You and Airwallex agree that Disputes based on the following claims are exceptions to the Arbitration Agreement and will be brought in a judicial proceeding in a court of competent jurisdiction: (i) any claim related to actual or threatened infringement, misappropriation or violation of party's Intellectual Property Rights; or (ii) any claim seeking emergency injunctive relief or other provisional remedies.

e. *Notice of Dispute and Informal Dispute Resolution.* A party who intends to seek arbitration must first notify the other party in writing at least 30 days prior to initiating the arbitration ("**Notice**"). Notice to Airwallex should be sent either by mail to Airwallex, 188 Spear Street, 9th Floor, San Francisco, CA 94105 Attn: Legal Department; or by email to Legal@Airwallex.com. Notice to you will be sent to your email address and/or street address that Airwallex has on file or associated to your Airwallex account profile. It is your responsibility to keep your contact information up to date. The Notice must describe the nature and basis of the claim(s) and the relief being sought. As soon as possible after receiving the Notice, we will personally meet and confer telephonically or via videoconference, in a good faith effort to resolve informally any Dispute covered by this Arbitration Agreement ("**Informal Dispute Resolution Conference**"). If we are unable to resolve the Dispute within 30 days of receipt of the Notice, either party may proceed to file a claim for arbitration with the AAA. The Informal Dispute Resolution Conference shall be individualized such that a separate conference must be held each time either party initiates a Dispute, even if the same law firm or group of law firms represents multiple users in similar cases, unless all parties agree; multiple individuals initiating a Dispute cannot participate in the same Informal Dispute Resolution Conference unless all parties agree. In the time between a party receiving the Notice and the Informal Dispute Resolution Conference, nothing in this Arbitration Agreement shall prohibit the parties

from engaging in informal communications to resolve the initiating party's Dispute. Engaging in the Informal Dispute Resolution Conference is a condition precedent and requirement that must be fulfilled before commencing arbitration. The statute of limitations and any filing fee deadlines shall be tolled while the parties engage in the Informal Dispute Resolution Conference process required by this section.

f. *Batch Arbitration*. To increase the efficiency of administration and resolution of arbitrations, you and Airwallex agree that in the event that there are one hundred (100) or more individual Requests of a substantially similar nature filed against Airwallex by or with the assistance of the same law firm, group of law firms, or organizations, within a thirty (30) day period (or as soon as possible thereafter), the AAA shall (1) administer the arbitration demands in batches of 100 Requests per batch (plus, to the extent there are less than 100 Requests left over after the batching described above, a final batch consisting of the remaining Requests); (2) appoint one arbitrator for each batch; and (3) provide for the resolution of each batch as a single consolidated arbitration with one set of filing and administrative fees due per side per batch, one procedural calendar, one hearing (if any) in a place to be determined by the arbitrator, and one final award ("**Batch Arbitration**"). All parties agree that Requests are of a "substantially similar nature" if they arise out of or relate to the same event or factual scenario and raise the same or similar legal issues and seek the same or similar relief. To the extent the parties disagree on the application of the Batch Arbitration process, the disagreeing party shall advise the AAA, and the AAA shall appoint a sole standing arbitrator to determine the applicability of the Batch Arbitration process ("**Administrative Arbitrator**"). In an effort to expedite resolution of any such dispute by the Administrative Arbitrator, the parties agree that the Administrative Arbitrator may set forth such procedures as are necessary to resolve any disputes promptly. The Administrative Arbitrator's fees shall be paid by Airwallex. You and Airwallex agree to cooperate in good faith with the AAA to implement the Batch Arbitration process including the payment of single filing and administrative fees for batches of Requests, as well as any steps to minimize the time and costs of arbitration, which may include: (1) the appointment of a discovery special master to assist the arbitrator in the resolution of discovery disputes; and (2) the adoption of an expedited calendar of the arbitration proceedings. This Batch Arbitration provision shall in no way be interpreted as authorizing a class, collective and/or mass arbitration or action of any kind, or arbitration involving joint or consolidated claims under any circumstances, except as expressly set forth in this provision.

g. *Arbitration Fees*. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules, unless otherwise stated herein. You or Airwallex may be able to seek an award of attorney fees and expenses if you or we prevail in arbitration, to the extent provided under applicable law and the AAA rules. Unless the arbitrator determines that your claim or Airwallex's claim was frivolous or filed for the purpose of harassment (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), Airwallex will not seek and hereby waives all rights it may have under applicable law or the AAA rules to recover attorneys' fee and expenses if it prevails in arbitration.

h. *Arbitration Location and Attendance.* Unless you and Airwallex otherwise agree, or the Batch Arbitration process discussed in subsection (f) is triggered, the arbitration will be conducted in San Francisco, California. If the value of the relief sought is \$10,000 or less, you or Airwallex may elect to have the arbitration conducted by telephone or based solely on written submissions, which election shall be binding on both parties subject to the discretion of the arbitrator to require an in-person hearing. In the event that an in-person hearing is held, you or Airwallex may attend by telephone, unless the arbitrator requires otherwise.

i. *Arbitrator.* The arbitrator will be either a retired judge or an attorney licensed to practice law in the state of California. If the parties are unable to agree upon an arbitrator within thirty-five (35) days of delivery of the Request, then the AAA will appoint the arbitrator in accordance with the AAA Rules, provided that if the Batch Arbitration process under subsection (f) is triggered, the AAA will appoint the arbitrator for each batch.

j. *Authority of Arbitrator.* The arbitrator shall have exclusive authority to resolve any Dispute, including, without limitation, disputes arising out of or related to the interpretation or application of the Arbitration Agreement, including the enforceability, revocability, scope, or validity of the Arbitration Agreement or any portion of the Arbitration Agreement, except for the following: (1) all Disputes arising out of or relating to the subsection (k) Class Action Waiver, including any claim that all or part of that subsection is unenforceable, illegal, void or voidable, or that that subsection has been breached, shall be decided by a court of competent jurisdiction and not by an arbitrator; (2) except as expressly contemplated in subsection (f), all Disputes about the payment of arbitration fees shall be decided only by a court of competent jurisdiction and not by an arbitrator; (3) all Disputes about whether either party has satisfied any condition precedent to arbitration shall be decided only by a court of competent jurisdiction and not by an arbitrator; and (4) all Disputes about which version of the Arbitration Agreement applies shall be decided only by a court of competent jurisdiction and not by an arbitrator. The arbitrator shall have the authority to grant motions dispositive of all or part of any Dispute. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The award of the arbitrator is final and binding upon you and us. Judgment on the arbitration award may be entered in any court having jurisdiction. An arbitrator's decision or judgment thereon will not have any precedential or collateral estoppel effect.

k. *Class Action Waiver.* YOU AND AIRWALLEX AGREE THAT, EXCEPT AS SPECIFIED IN SUBSECTION (F), EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS, AND THE PARTIES HEREBY WAIVE ALL RIGHTS TO HAVE ANY DISPUTE BE BROUGHT, HEARD, ADMINISTERED, RESOLVED, OR ARBITRATED ON A CLASS, COLLECTIVE, REPRESENTATIVE, OR MASS ACTION BASIS. ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND DISPUTES OF MORE THAN

ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. The arbitrator(s) may award relief (including monetary, injunctive and declaratory relief) only in favor of the individual party seeking the relief and only to the extent necessary to provide relief warranted by the individual party's claim. Any relief awarded by an arbitrator cannot affect or impact any other Airwallex customer. Nothing in this paragraph is intended to, nor shall it, affect the terms and conditions under the subsection (f). If this paragraph is held unenforceable with respect to any Dispute, then the entirety of the Arbitration Agreement will be deemed void with respect to such Dispute. This subsection does not prevent you or Airwallex from participating in a class-wide settlement of claims.

l. Jury Trial Waiver. YOU AND AIRWALLEX HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and Airwallex are instead electing that all Disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified in the subsection (a) above. There is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

m. Settlement Offers. Any settlement offer made by you or Airwallex shall not be disclosed to the arbitrator, unless and until the arbitrator issues an award on the claim.

n. Choice of Law and Forum. The arbitrator shall apply the substantive law of the State of California, without regard to its conflict or choice of law principles. If for any reason a Dispute proceeds in court rather than through arbitration, all such Disputes arising out of or relating to this Agreement (other than small claims actions pursuant to subsection (c)) will be brought in the state courts located in the City and County of San Francisco, or federal court for the Northern District of California. In such cases, you and Airwallex hereby consent and submit to the exclusive personal jurisdiction of such courts.

o. 30-Day Right to Opt Out. You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to: Airwallex, 188 Spear Street, 9th Floor, San Francisco, CA 94105, within thirty (30) days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, the email address you used to set up your Airwallex account (if you have one), and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of these Terms will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.

p. Severability, Expiration. With the exception of the provisions concerning Class Action Waiver (subsection (k)), if any other provision of this Arbitration Agreement is deemed invalid or unenforceable by a court of competent jurisdiction, such provision will be severed, and the remainder of the Arbitration Agreement shall be given full force and effect. You and Airwallex further agree that any Dispute must be initiated via arbitration within the applicable statute of limitation for that claim or controversy, or it will be

forever time barred. Likewise, you and Airwallex agree that all applicable statutes of limitation will apply to such arbitration in the same manner as those statutes of limitation would apply in the applicable court of competent jurisdiction.

q. *Modification.* Notwithstanding any provision in these Terms to the contrary, we agree that if Airwallex makes any future material change to this Arbitration Agreement, it will notify you. Unless you reject the change within thirty (30) days of such change becoming effective by writing to Airwallex at 188 Spear Street, 9th Floor, San Francisco, CA 94105, your continued use of the Airwallex Platform and/or Services constitutes your acceptance of any such changes. Changes to this Arbitration Agreement do not provide you with a new opportunity to opt out of the Arbitration Agreement if you have previously agreed to a version of these Terms and did not validly opt out of arbitration. If you reject any change or update to this Arbitration Agreement, and you were bound by an existing agreement to arbitrate Disputes arising out of or relating in any way to your access to or use of the Services or of the Airwallex Platform, the provisions of this Arbitration Agreement as of the date you first accepted the Terms (or accepted any subsequent changes to these Terms) remain in full force and effect. Airwallex will continue to honor any valid opt outs of the Arbitration Agreement that you made to a prior version of these Terms.

r. *Confidentiality.* You and we will keep confidential the existence of the arbitration, the arbitration proceedings, and the arbitrator's decision, except: (a) as necessary to prepare for and conduct the arbitration hearing; (b) in connection with a court application for a preliminary remedy, or confirmation of an arbitrator's decision or its enforcement; (c) Airwallex may disclose the arbitrator's decision in confidential settlement negotiations; (d) each party may disclose as necessary to professional advisors that are subject to a strict duty of confidentiality; and (e) as Law otherwise requires. The parties, witnesses, and arbitrator will treat as confidential and will not disclose to any third person (other than witnesses or experts) any documentary or other evidence produced in any arbitration, except as Law requires or if the evidence was obtained from the public domain or was otherwise obtained independently from the arbitration.

26. Electronic Notices and Disclosure

As an online service, most of our communications with you including, but not limited to receipts, confirmations, annual or periodic notices, updates to agreements and disclosures will be provided to you in electronic format, unless otherwise required by applicable law. We will provide these communications to you by posting them on the Airwallex website or by emailing them to you at the email address listed in your profile. You agree and consent to receive such communications in electronic format. You further agree that such electronic communications have the same meaning and effect as if we had provided you with a paper copy. You may withdrawal your consent to receive all communications in electronically, but if you do so you will no longer be able to use our Services. For full details on electronic receipt of

communications, including system requirements please see our Electronic Communications Consent Agreement.

27. Electronic Signatures

By selecting the “I agree” box or typing your name as directed on any requisite form, you agree that your electronic signature constitutes your consent to be bound by the terms of this Agreement. You further acknowledge that your electronic signature is the legal equivalent of your manual/handwritten signature. You also agree that no certification authority or other third-party verification is necessary to validate your signature and that lack of such certification will not in any way affect the enforceability of your signature or any resulting agreement between you and Airwallex.

28. Legal Orders

We may be required to respond to and comply with valid **legal orders** affecting you, including but not limited to, writs of attachment, liens, subpoenas or other court orders (“Legal Orders”). We will determine in our sole discretion what action is required of us in connection with a Legal Order. As a result, we may take certain actions such as holding payments, releasing your funds, or disclosing data or information about you or your transactions to government agencies or other enforcement authorities. Unless prohibited by Law, we will make reasonable efforts to notify you of any such action. You acknowledge that we do not have any obligation to contest or appeal any Legal Orders involving you. We are not liable for any losses, whether direct or indirect, that you may incur in relation to our response or compliance with a Legal Order or compliance with applicable Laws.

29. Export Compliance

The Services, Airwallex Technology, Airwallex Platform and any derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. You represent and warrant that: (i) you will comply with all applicable Sanctions; (ii) neither you nor any of your personnel or Representatives is a Restricted Person; (iii) you are not located in or organized under the laws of any Restricted Jurisdiction; (iv) you will not use the Services in connection with a transaction or dealing, direct or indirect, with or involving a Restricted Person or Restricted Jurisdiction; (v) you will not permit any Restricted Person or individual or entity residing in or organized under a Restricted Jurisdiction to access the Airwallex Platform or Services; and (vi) you are not owned 50% or more, or controlled by individuals or entities that are located in or organized under the laws of any Restricted Jurisdiction, or any of which are a Restricted Person.

30. Anti-Bribery

Each party agrees to comply with all applicable Laws relating to bribery and corruption including the UK Bribery Act 2010, the US Foreign Corrupt Practices Act, the Crimes Act 1914 (Cth) and Criminal Code Act 1995, Dutch Money Laundering and Terrorist Financing (Prevention) Act (Wet ter voorkoming van witwassen en financieren van terrorisme), Sanctions Law 1977 (Sanctiewet 1977), the Dutch Criminal Code (Wetboek van Strafrecht), the Corruption, Drug Trafficking and Other Serious Crimes (Confiscation of Benefits) Act 1992 of Singapore, Prevention of Corruption Act 1960 of Singapore, Terrorism (Suppression of Financing) Act 2002 of Singapore and any laws and rules based on the OECD treaty (“**ABC Legislation**”). Each party further agrees to: (i) not do or omit to do anything likely to cause the other party hereto to be in breach of any such ABC Legislation; and (ii) not give or receive any bribes, including in relation to any public official.

31. Promotion.

You agree that we may include and use your company name, logos, trade name, trademarks and general business information in our promotional and marketing materials for our Services and on our website. You may at any time and upon reasonable notice request in writing that we stop using your company name, logos, trade name, trademarks and general business information for these purposes.

32. Governing Law

You agree that this Agreement and any claim or dispute that has arisen or may arise between you and Airwallex will be governed by the laws of the State of California, without regard to any conflict of law provisions.

33. Modification of Agreement

We may modify this Agreement at any time by posting a revised version on our website or by otherwise communicating such amendments to you. Any modification to this Agreement will become effective upon posting or notice to you. You will be deemed to have accepted the modification if you continue to use the Services after the amended Agreement has been posted. We may, at any time and without liability, modify or discontinue all or part of the Services.

34. Force Majeure

Neither party will be responsible for any failure to fulfill any obligation for so long as, and to the extent to which the fulfillment of such obligation is impeded by a Force Majeure Event. The Party subject to the Force Majeure Event will: (i) promptly notify the other party of any circumstances which may result in failure to perform its obligations; and (ii) use reasonable efforts to mitigate the effect of the Force Majeure Event on the performance of its obligations. This Section 34 does not limit or otherwise affect your obligation to pay any Service Fees or other charges or amounts payable to us under this Agreement.

Airwallex nor its Affiliates will be liable for any losses, damages, or costs you suffer to the extent that such losses are caused by a Force Majeure Event.

35. Assignment

You may not assign any rights or obligations under this Agreement, without our prior written consent. Any attempt to do so will be void and constitute a material breach of this Agreement. Airwallex may assign this Agreement without your consent upon reasonable notice to you.

36. Subcontracting

Airwallex may subcontract its obligations under this Agreement without your consent.

37. Translation of Agreement

Any translation of this Agreement into a language other than English is provided solely for your convenience and is not intended to modify the terms of the Agreement. In the event of a conflict between the English version of this Agreement and a version in a language other than English, the English version shall control.

38. Updates

From time to time, we may issue updates to the Airwallex Platform or APIs in order to facilitate the continued and proper operation of the Services, make improvements or to comply with applicable law. Some updates may require you to take steps to implement them. You agree to implement such updates upon notice by us. In some cases, you may not be able to use the Airwallex Platform until you have implemented the update. If you have not implemented an update within six months of its release, we may cease providing some of the Services to you.

39. Feedback

If you provide us with any comments, questions, ideas, suggestions or other feedback relating to the Airwallex Platform or our Services ('Feedback'), you agree that we may freely use, copy, disclose, license, distribute and exploit any Feedback in any manner without any obligation, royalty or restriction based on intellectual property rights or otherwise.

40. Complaints

If you have a question or complaint about our Services, please contact us 1-855-932-3331 or support@airwallex.com or by writing to us at: Airwallex, 188 Spear Street, 9th Floor, San Francisco, CA

94105. Residents of certain states have the right to submit complaints. For additional information about your rights and ability to submit claims to a regulator, please see our Licensing Page.

41. General Provisions

This Agreement and all policies and agreements incorporated by reference constitute the entire agreement between you and Airwallex for the provision of Services. Our failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of our right to enforce the same right or provision on a future date. If any provision of this Agreement is found to be illegal or unenforceable, that provision will be limited to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect. This provision shall not affect the severability and survivability provisions of the Arbitration Agreement.

Glossary

Capitalized terms in the Agreement, unless otherwise expressly defined herein, have the following definitions:

“Affiliate” means with respect to either party, any entity or body corporate that directly or indirectly controls, is controlled by or is under common control with that Party.

“Airwallex Data” means data you obtain through your use of the Services, including without limitation any information related to payments or transactions conducted by you or any other end user, Airwallex API communications, and any aggregated or anonymized information generated from Data.

“Airwallex Indemnitees” means Airwallex, Airwallex Affiliates, Bank Partners and the employees, directors, officers, agents and permitted assigns of each.

“Airwallex Profile” means the information profile that records about you, your Representatives and your business details (as applicable) and that is used to log in to and use the Airwallex Platform.

“Airwallex Technology” means all software, hardware, application programming interfaces, user interfaces and other technology that we use to provide and make available the Services.

“Bank Partner” means a third-party financial institution that partners with Airwallex to provide certain services directly to you and to which Airwallex may act as a service provider.

“Change of Control” means (i) an event in which any third party or group acting together, directly or indirectly, acquires or becomes the beneficial owner of, more than 50% of a party’s voting securities or interests; (ii) a party’s merger with one or more third parties; (iii) a party’s sale, lease, transfer or other disposal of all or substantially all of its assets; or (iv) entering into of any transaction or arrangement that

would have the same or similar effect as a transaction referred to in the foregoing (a)-(c); but, does not include an initial public offering or listing.

“Claim” means any claim, demand, government investigation or legal proceeding made or brought by a third party.

“Customer Data” means information about you, your Representatives, beneficial owners, principals and other individuals associated with your Airwallex Profile that Airwallex collects in order to: (i) assess your business and financial condition; (ii) determine your risk of loss and credit exposure; (iii) evaluate your ability to comply with obligations under this Agreement; (iv) comply with Law and Regulatory Authorities; (v) satisfy any Partner Bank requirements. Customer Data may include Personal Information.

“Customer Materials” means any systems, software, materials, data (including Customer Data), content, logos, trade marks, trade names, documents and/or other equipment or materials provided by you to Airwallex and used by Airwallex directly or indirectly in connection with the supply of the Services.

“Data Protection Legislation” means all Laws that apply to the processing of Personal Information, including international, federal, state and local Laws relating to privacy, data protection or data security.

“Data Subject” shall have the meaning ascribed to it in any relevant Data Protection Legislation.

“Documentation” means all technical information, system architecture documents, design documents, sample code and any related usage guides and policies available on the Airwallex Platform.

“Domestic Payment Services” means services that involve regulated money transmission under U.S. Law.

“Force Majeure Event” means any event outside the reasonable control of the performing party that materially affects its ability to perform its obligations under this Agreement, including an act of God, fire, earthquake, war, revolution, act of terrorism, strikes, lock-outs, labor troubles (but excluding strikes or other forms of industrial action by the employees, agents or subcontractors of that party); interruption or failure of a utility service including the internet, electric power, gas or water; riots, war, pandemic, or terrorist attack; nuclear, chemical or biological contamination; extreme abnormal weather conditions; the imposition of a sanction, embargo or breaking off of diplomatic relations.

“Insolvency Event” means with respect to any person or entity, such person or entity (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files, or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency Law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed

a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business. **“Intellectual Property Rights”** means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

“Laws” means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, or other requirement of any federal, state, local, or foreign governmental body or Regulatory Authority or political subdivision thereof, or any arbitrator, court, or tribunal of competent jurisdiction.

“Losses” means any and all losses, damages, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

“Marks” means a trademark, service mark, trade name, domain name, logo, design mark or stylized script.

“Prohibited Business” means any category of business or commercial practice for which Services may not be used, as set forth in the Acceptable Use Policy.

“Regulatory Authority” means a regulator or governmental agency with jurisdiction over Airwallex, you or the Services (as applicable).

“Restricted Jurisdiction” means, at any time, a country or territory that is itself the target of comprehensive Sanctions.

“Restricted Person” means a person who is the target of Sanctions, including: (i) any person listed on any Sanctions List; (ii) any person operating, located in, or incorporated under the laws of a Restricted Jurisdiction; (iii) the government of a Restricted Jurisdiction or the government of Venezuela; or (iv) any person 50% or more owned or controlled by any such person or persons or acting for or on behalf of such person or persons.

“Sanctions” means any economic sanctions laws, regulations, embargoes or restrictive measures administered, enacted or enforced by the United Nations or any jurisdiction in which Airwallex or its Affiliates operates; or the respective governmental institutions and agencies of any of the foregoing, including without limitation, the Office of Foreign Assets Control of the US Department of Treasury (**“OFAC”**), the United States Department of State, the Office of Financial Sanctions Implementation

(“**OFSI**”) of Her Majesty’s Treasury (“**HMT**”), and the Australian Sanctions Office (together “**Sanctions Authorities**”).

“**Sanctions List**” means the Specially Designated Nationals and Blocked Persons list issued by OFAC, the Consolidated List of Financial Sanctions Targets issued by HMT, the Consolidated List issued by the Australian Sanctions Office, or any similar Sanctions-related list of designated persons issued or maintained by any of the Sanctions Authorities.

“**Wallet**” shall have the meaning assigned in the Treasury Management Terms or the Evolve Customer Agreement, as applicable.

“**Webapp**” means the user interface that you and your Authorized Users may use to access the Airwallex Platform.