



Region Specific Terms

24 August 2023

The Customer agrees to certain activities in specified regions which will be subject to additional requirements as set out below.

JAPAN SPECIFIC TERMS

Region	If you perform the following activities:	Then the following will apply to you:
Japan	When you receive Japanese Yen from Japan, When you convert Japanese Yen from Japan to other supported currencies	Japan Specific Terms

1 SCOPE

1.1 Overview

These are the Specific Terms applicable to certain activities with respect to Japan (Specific Terms). In these Japan Specific Terms, Airwallex Japan means Airwallex Japan K.K. and Airwallex Group means, collectively, Airwallex (being the contracting party to the Customer Agreement) and Airwallex Japan.

1.2 Scope of Specific Terms

In connection with the Customer Agreement, the Customer wishes to receive payments using Japanese Yen, and the Customer agrees to be bound by these Specific Terms, which are incorporated as part of the Customer Agreement by reference. The Customer also confirms that it is either (a) a corporation; or (b) an individual who is receiving such payments for commercial purposes.

1.3 Continued force and effect of the Customer Agreement

Except as specifically set out in these Specific Terms, the Customer Agreement remains unmodified and in full force and effect.

2 DEFINITIONS AND INTERPRETATION

2.1 Definitions

In these Specific Terms, capitalised words and expressions used have the meanings set out in the Customer Agreement, unless the contrary intention appears.

2.2 Conflict of terms

If there is any inconsistency or conflict between these Specific Terms and the terms of the Customer Agreement, the terms of these Specific Terms take precedence to the extent of the inconsistency or conflict.

3 SERVICES

3.1 Confirmations

Airwallex and the Customer agree and confirm that:

- (a) Services provided to the Customer are carried out under the “shuno daiko” scheme;
- (b) Airwallex Group does not engage in any service that are considered to be “funds transfer transaction” (kawase torihiki) as stipulated under the Banking Act (ginko hou, Act No. 59 of 1981) and the Payment Services Act (shikin kessai hou, Act No. 59 of 2009);
- (c) any funds deposited in accounts maintained by Airwallex Group under the Services shall be used solely for the purpose of the Services and it is acknowledged that such deposited funds are not mainly for the benefit of a Third Party Payer (as defined below).

3.2 Limited Agent

The Customer authorizes Airwallex Group, and Airwallex Group accepts such authorization, as the Customer’s limited agent for the sole purpose of receiving payments on the Customer’s behalf from each Third Party Payer (as defined below) (or if any marketplace involved, from such marketplace) through a Global Account (Collection). The Customer acknowledges that it will also separately authorize any such marketplace involved as its limited agent for the same purpose.

3.3 Acknowledgement

(a) The Customer represents and warrants to Airwallex that all payments that it receives through

- i. the Global Account or
- ii. the local Airwallex bank accounts in the relevant jurisdiction, as the

case may be, are solely in payment for the Customer’s provision of bona fide goods and/or services to its customers (each, a Third Party Payer).

(b) For Collection, the Customer agrees that:

- i. if any marketplace is involved, upon such marketplace receiving payment from a Third Party Payer:
 - A. the Customer will be deemed to have received payment from such Third Party Payer;
 - B. such Third Party Payer’s obligation to the Customer in connection with such payment will be satisfied in full;
 - C. any claim the Customer has for such payment against such Third Party Payer will be extinguished; and

- D. the Customer is obliged to deliver the applicable goods and/or services to the Third Party Payer, in each case, regardless of whether or when Airwallex makes such payment to the Customer;
- ii. upon Airwallex Japan receiving payment from a Third Party Payer (or, if any marketplace involved, such marketplace):
 - A. the Customer will be deemed to have received payment from such Third Party Payer (or, if any marketplace involved, such marketplace);
 - B. such Third Party Payer's obligation (or, if any marketplace involved, such marketplace's obligation) to the Customer in connection with such payment will be satisfied in full;
 - C. any claim the Customer has for such payment against such Third Party Payer (or, if any marketplace involved, such marketplace) will be extinguished; and
 - D. the Customer is obliged to deliver the applicable goods and/or services to the Third Party Payer, in each case, regardless of whether or when Airwallex makes such payment to the Customer; and
- iii. upon Airwallex receiving payment from Airwallex Japan:
 - A. the Customer will be deemed to have received payment from Airwallex Japan;
 - B. Airwallex Japan's obligation to the Customer in connection with such payment will be satisfied in full;
 - C. any claim the Customer has for such payment against Airwallex Japan will be extinguished; and
 - D. the Customer is obliged to deliver the applicable goods and/or services to the Third Party Payer, in each case, regardless of whether or when Airwallex makes such payment to the Customer.

(c) The Customer will notify its Third Party Payers that Airwallex Group (and, if any marketplace involved, such marketplace) is acting as its agent for purposes of receiving payment on behalf of the Customer. Any receipt provided to a Third Party Payer will be binding on the Customer and will satisfy all applicable regulatory requirements.

3.4 Entirety of obligations

This clause 3 sets out the entirety of Airwallex's obligations as the Customer's limited agent for the Services, and no other obligations shall be implied by Airwallex's undertaking to act in that limited capacity as the Customer's agent.

4 INFORMATION OBLIGATIONS

(a) The Customer acknowledges that Airwallex Group must comply with local regulatory requirements and applicable law with respect to the jurisdictions it operates in and that the Customer must provide information, documents and other evidence as reasonably requested by Airwallex in order to comply with those requirements and Airwallex policies with respect to those requirements.

(b) Within 7 days of Airwallex's request, the Customer must provide the information, documents and other evidence Airwallex reasonably determines are necessary in connection with a Collection.

(c) If the requested information is not provided in form and substance satisfactory to Airwallex within the specified timeframe, Airwallex may reject the Collection and return the relevant funds to the sender. If the relevant funds cannot be returned, Airwallex will pay the funds to a suspense account and pay the funds to the sender or Customer in accordance with applicable law.

(d) Until the required information is provided, the Japanese Yen received with respect to a Collection will not show as available in the JPY Wallet and the Customer will not have access to such funds unless otherwise required by the applicable law.

(e) Nothing in these Specific Terms limit the Customer's other obligations with respect to information or payment obligations in the Customer Agreement or other terms and conditions agreed with Airwallex.

5 GENERAL

5.1 Set-off

Airwallex will make payments to the Customer in accordance with the Customer Agreement, or apply as an offset against any obligation the Customer may have to Airwallex, any such payments it receives on behalf the Customer, as permitted by the applicable law.

5.2 Delegation

Airwallex may delegate any or all of its obligations under these Specific Terms or the Customer Agreement to any of its affiliates and may execute any such obligations through its affiliates (as its agents or attorneys-in-fact).

5.3 Third party service providers

The Customer acknowledges that Airwallex may

- (i) use third party services providers to provide and improve the Services, and to comply with any regulations in accordance with the laws or regulations of countries in which Airwallex operates, and
- (ii) engage such third party services provider at its own discretion. It is Airwallex's responsibility to execute the Services if such a third party is involved.

5.4 Governing law

These Specific Terms shall be governed by the same laws that govern the Customer Agreement as agreed between the parties and the parties submit to the same non exclusive jurisdiction of the courts as agreed between them in the Customer Agreement.

INDONESIA SPECIFIC TERMS

Region	If you perform the following activities:	Then the following will apply to you:
Indonesia	When you transfer or receive Indonesian Rupiah from Indonesia When you convert Indonesian Rupiah from Indonesia to other supported currencies	Indonesia Specific Terms

1. SCOPE

1.1. Overview

These are the Specific Terms applicable to certain activities with respect to Indonesia (**Specific Terms**).

1.2. Scope of Specific Terms

In connection with the Customer Agreement, the Customer wishes to receive and make payments using Indonesia Rupiah, and the Customer agrees to be bound by these Specific Terms, which are incorporated as part of the Customer Agreement by reference.

1.3. Continued force and effect of the Customer Agreement

Except as specifically set out in these Specific Terms, the Customer Agreement remains unmodified and in full force and effect.

2. DEFINITIONS AND INTERPRETATION

2.1. Definitions

In these Specific Terms, capitalised words and expressions used have the meanings set out in the Customer Agreement unless otherwise defined in the body of these Specific Terms or the contrary intention appears.

Customer Agreement means Airwallex's Payout and FX Terms, accessible here: <https://www.airwallex.com/au/terms/payout-and-fx>

Daily Deposit Limit means the requirement for Airwallex to provide the Required Transaction Data in support of any Indonesian Rupiah deposits that exceed a certain prescribed threshold, as amended from time to time.

Excess Proportion means that proportion of any funds provided in excess of the applicable Daily Deposit Limit.

Non-Resident means persons resident outside Indonesia.

Required Transaction Data means seller location, order ID, order date and time, currency, line total, category, item name, item quantity, item unit, description, item url, shipment provider (for goods only), shipment tracking number (for goods only), and store/service location, in such form as is required by Airwallex at its absolute discretion.

Standing Deposit Limit means the requirement for Airwallex not to exceed \$3.5 million US Dollars (or the applicable Indonesian Rupiah equivalent) measured across the entire balance of Airwallex's local bank account, as amended from time to time.

2.2. Conflict of terms

If there is any inconsistency or conflict between these Specific Terms and the terms of the Customer Agreement, these Specific Terms take precedence to the extent of the inconsistency or conflict.

3. SERVICES

3.1. Limited Agent

The Customer appoints Airwallex Pty Ltd (**Airwallex**), and Airwallex accepts such appointment, as the Customer's limited agent for the sole purpose of:

- a) receiving payments on the Customer's behalf from each Third-Party Payer (as defined below) (**Collection**) and remitting them; and
- b) performing a foreign exchange transaction on the Customer's behalf and converting amounts in respect of Indonesia Rupiah (**FX Conversion**).

3.2. Collection

a) The Customer represents and warrants to Airwallex that all payments that Airwallex receives through the local Airwallex bank account in the relevant jurisdiction, as the case may be, are solely in payment for the Customer's provision of bona fide goods and/or services to the Customer's own Non-Resident customers (each, a **Third-Party Payer**).

- i. For Collection, the Customer agrees that upon Airwallex receiving payment from a Third-Party Payer:
- ii. the Customer will be deemed to have received payment from such Third-Party Payer;
- iii. such Third-Party Payer's obligation to the Customer in connection with such payment will be satisfied in full;
- iv. any claim the Customer has for such payment against such Third-Party Payer will be extinguished; and
- v. the Customer is obliged to deliver the applicable goods and/or services to the Third-Party Payer, in each case, regardless of whether or when Airwallex makes such payment to the Customer.

b) The Customer will notify its Third-Party Payers that Airwallex is acting as its agent for purposes of receiving payment on behalf of the Customer. Any receipt provided to a Third-Party Payer will be binding on the Customer and will satisfy all applicable regulatory requirements.

3.3. FX Conversion

For FX Conversion, Airwallex, as the Customer's limited agent, agrees to ensure that any amounts received by it from a Third-Party Payer, are converted by way of foreign currency exchange Indonesia Rupiah into the relevant Supported Currency as designated by the Customer.

3.4. Entirety of obligations

This clause 3 sets out the entirety of Airwallex's obligations as the Customer's limited agent for the Services, and no other obligations shall be implied by Airwallex's undertaking to act in that limited capacity as the Customer's agent.

4. INFORMATION OBLIGATIONS

The Customer acknowledges and agrees that:

a) Airwallex's local banking partner must comply with local regulatory requirements (including the Daily Deposit Limit and the Standing Balance Limit) and applicable law in Indonesia and that the Customer must therefore provide Airwallex with:

i. the Required Transaction Data; and

ii. any other information, documents and other evidence as reasonably requested by Airwallex in order to comply with those requirements and Airwallex policies with respect to those requirements,

(together, the **Required Information**) at the time of submitting any Collection request in order for such Collection request to be processed by Airwallex.

b) if the Required Information is not provided in form and substance satisfactory to Airwallex within the specified timeframe, Airwallex may immediately reject the Collection and return the relevant funds (or any Excess Proportion) to the sender or refuse to remit the funds (as the case may be). If the relevant funds (or any such Excess Proportion) cannot be returned, Airwallex will pay the funds to a suspense account and pay the funds to the sender or Customer in accordance with applicable law;

c) until the Required Information is provided, the Indonesia Rupiah received with respect to a Collection will not show as available in the IDR account and the Customer will not have access to such funds;

d) If Airwallex has not received conversion and remittance instructions from the Customer, but has received the Required Information in form and substance satisfactory to Airwallex, Airwallex may in its absolute discretion (i) auto-convert the funds received with respect to a Collection to another Supported Currency (as reasonably determined by Airwallex, at the then prevailing foreign exchange rate) and show the converted funds as available in the relevant account (**Auto-Conversion and Auto-Remittance**); or (ii) reject the Collection and return the relevant funds (or any such Excess Proportion) to the sender;

e) Auto-Conversion and Auto-Remittance will occur within 2 hours of Airwallex's receipt of both the funds and the Required Information, and that Airwallex accepts no liability for any loss or damage incurred by

the Customer or any Third-Party Payer (as the case may be) in respect of such Auto-Conversion and Auto-Remittance;

f) any funds received by Airwallex for Collections will only be used by Airwallex for that purpose, Auto-Conversion and Auto-Remittance, or will otherwise be rejected and returned to the sender;

g) any funds received by Airwallex for remittance will only be used by Airwallex for that purpose, Auto-Conversion and Auto-Remittance, or will otherwise be rejected and returned to the sender; and

h) nothing in these Specific Terms limit the Customer's other obligations with respect to information or payment obligations in the Customer Agreement or other terms and conditions agreed with Airwallex.

5. GENERAL

5.1. Indemnity

In addition to any indemnities provided by the Customer in the Customer Agreement, the Customer indemnifies Airwallex on demand against all losses, damages, costs (including reasonable legal fees) and expenses incurred or suffered by Airwallex or its affiliates in connection with or as a result of the Customer's breach of these Specific Terms.

5.2. Delegation

To the maximum extent permitted by applicable law, Airwallex may delegate any or all of its obligations under these Specific Terms or the Customer Agreement to any of its affiliates and may execute any such obligations through its affiliates (as its agents or attorneys-in-fact).

5.3. Third party service providers

The Customer acknowledges that Airwallex may (i) use third-party services providers to provide and improve the Services, and to comply with any regulations in accordance with the laws or regulations of countries in which Airwallex operates, and (ii) engage such third-party services provider at its own discretion. It is Airwallex's responsibility to execute the Services if such a third party is involved.

5.4. Governing law

These Specific Terms shall be governed by the same laws that govern the Customer Agreement as agreed between the parties and the parties submit to the same non-exclusive jurisdiction of the courts as agreed between them in the Customer Agreement.