

Yield Terms and Conditions

These Account Opening Terms and Conditions (these "**Terms and Conditions**") constitute an agreement between you and Airwallex Capital Hong Kong Limited (business registration number 75740463) ("**Airwallex Capital**").

Airwallex Capital is licensed under the SFO (CE No. BUL570) to carry on types 4 (Advising on Securities) and 9 (Asset Management) regulated activities, subject to the licensing condition that Airwallex Capital shall not conduct business involving the discretionary management of any collective investment scheme as defined under the SFO. Airwallex Capital's registered office is at 34/F Oxford House, 979 King's Road, Quarry Bay, Hong Kong.

In accordance with these Terms and Conditions, Airwallex Capital will provide you with certain Services, including access to Yield.

1 Account opening

1.1 In order to access the Services, you must have:

1.1.1 successfully applied to open an Account in the manner specified by us;

1.1.2 received a notice from us confirming that you may use your Account and the Services; and

1.1.3 complied with such procedures and other criteria as we may specify from time to time, including the provision of client identification information as required by clause 3.

1.2 We may, in our sole discretion, agree to open an Account for you and/or provide Services to you.

1.3 These Terms and Conditions shall apply to and govern your Account and all Transactions on the Account. You will not be able to access or use your Account and/or the Services until you have accepted these Terms and Conditions. A copy of these Terms and Conditions and any referenced documents will be made available on your Account or sent to the email address provided by you at Account opening, or through other means deemed appropriate by us.

1.4 The Services are only available to corporate customers (not individual customers). You shall not register more than one Account or register an Account on behalf of any other person. Once opened, an Account cannot be transferred to any other person.

2 Airwallex Yield

2.1 Once your Account is opened and we have notified you that the Services are available to you, you will be able to access "Yield" through the Airwallex Platform. "**Yield**" is a discretionary asset management service whereby you appoint us to invest funds in your Account in accordance with the Yield Strategy or other Investment Strategy as agreed between you and us from time to time. The "**Yield Strategy**" is a low risk pre-defined model portfolio that invests in low risk, highly liquid funds (such as money market funds) and other investment assets.

2.2 You grant us full discretionary authority to manage the funds and other assets in your Account in accordance with the Yield Strategy or other Investment Strategy as agreed between you and us, for which purpose we shall have the sole and absolute power and discretion to do any or all of the following on your behalf and at your risk, without prior consultation with you or seeking your approval:

- 2.2.1 to make and implement such investment decisions as we think fit, including investing in any Investments, to purchase or sell Investments at such times and at such prices and on such terms as we see fit, to instruct the remittance of monies from your Account and otherwise to deal with your Account and the Investments therein, and perform and undertake all Transactions and Investments necessary or desirable for the management of your Account;
 - 2.2.2 to subscribe for, purchase, sell, exchange, convert or otherwise effect Transactions in your Account;
 - 2.2.3 to effect the placement of any cash or Investments in your Account in current, savings, securities and other accounts or on deposit including foreign currency deposits with any bank or financial institution (whether within or outside Hong Kong), to maintain and operate the said accounts, and to withdraw and deal with such cash or Investments in any manner;
 - 2.2.4 to exercise any and all powers, rights, entitlements and discretions (including voting rights, if applicable) in respect of the aforementioned cash and Investments as if we were the beneficial owner thereof; and
 - 2.2.5 to place orders for the execution of transactions with or through such Intermediaries as we may select;
 - 2.2.6 to rebalance the assets in your Account to bring it in line with the asset allocation of the selected Investment Strategy;
 - 2.2.7 to determine how Transactions are to be carried out including investment timing and duration, or use or refrain from using measures to hedge against price, currency or interest risks;
 - 2.2.8 to carry out of foreign currency exchange transactions in connection with the Account;
 - 2.2.9 to open, maintain and operate any trust, custody or other accounts with the relevant Intermediaries;
 - 2.2.10 to issue instructions to the relevant Intermediaries in connection with any of the above; and
 - 2.2.11 to execute any documentation required in relation to any of the above and generally do all such acts and things we deem to be necessary or desirable for the management of your Account.
- 2.3 We may aggregate transactions to be executed on behalf of our other clients with Transactions to be executed on your behalf. Therefore, the exact proportion of your Assets allocated to each type of Investment may vary slightly from any representations we made to you regarding such Investments.
- 2.4 Unless expressly stated otherwise, we act as your agent when providing the Services to you.

3 Client identification and information

- 3.1 We are required to carry out customer due diligence procedures in accordance with our policies and Applicable Laws. You must provide us with such information in such manner, form and substance as we may reasonably request before we provide you

with any Services. You shall inform us promptly of any change to the information provided.

- 3.2 You shall also provide us with any information or documents requested by us in relation to your Account, any Transaction and any Service, including, where desirable or where required for the purposes of complying with any Applicable Law or pursuant to any order, direction, or request by any applicable court, government or regulatory authority. This includes but is not limited to any applicable anti-money laundering requirements, or any applicable tax disclosure or reporting obligations. We may (where applicable) share the information you provide to us to the SFC, other regulatory bodies or any other person for the aforementioned purposes.

4 **Investment Profile**

- 4.1 We are required to assess and periodically review your investment knowledge, investment experience, investment objectives, financial situation (including your assets, liabilities, cash flow and income), particular investment needs, risk tolerance, employment status, whether the amount to be invested is a substantial portion of your assets, your educational qualifications and other information of the like, before or while providing any Services and in such manner as we think fit. The profile that we create about you in respect of the foregoing shall be referred to as your "**Investment Profile**".

- 4.2 You are, at all times, responsible and liable for the accuracy, correctness, and completeness of the information you provide to us. We are entitled to rely and act, and to continue to rely and act, on the information you provide to us without verifying such information, and without any further inquiry or investigation.

- 4.3 If you do not provide the information requested by us, or if you provide us with incorrect or incomplete information, we may not be able to make available to you the Yield Strategy or other Investment Strategies (or provide or continue to provide Services to you), or we may make available to you the Yield Strategy or other Investment Strategies based only on the limited information you have provided.

5 **Yield Strategy and other Investment Strategies**

- 5.1 Based on your Investment Profile, general market and economic conditions and any other factors which we consider to be relevant, we may make available to you the Yield Strategy or other Investment Strategies.

- 5.2 By selecting the Yield Strategy or another Investment Strategy, you agree with the asset classes and their proportions, markets and geographical spread, risk profile, any limitations or prohibitions on asset class, markets or instruments (e.g. use of derivatives), corresponding risk profile and performance benchmark (if any), as disclosed by us to you, for that Investment Strategy. Without prejudice to clause 5.6 and to the extent permitted under Applicable Laws, you shall ensure that the Investment Strategy (whether recommended to you or chosen by you) is suitable and appropriate for you, taking into account your Investment Profile.

- 5.3 Because the Investment Strategies are pre-defined model portfolios, they are not tailored to your Investment Profile and you cannot vary them.

- 5.4 In order to maintain the target asset class allocation prescribed by an Investment Strategy from time to time, the Assets in your Account may be rebalanced from time to time, and where applicable, additional costs may be incurred due to such rebalancing. Please refer to the Airwallex Platform for information on our rebalancing mechanism which may be updated by us from time to time.

5.5 We may recommend an Investment Strategy as part of our investment advisory services. You are not obliged to accept any advice or recommendation made by us, and unless otherwise provided for, you retain sole control and authority over your trading and investment decisions, and you shall determine, in your sole discretion, whether to accept any such advice or recommendation.

5.6 If we solicit the sale of or recommend any financial product to you, the financial product must be reasonably suitable for you having regard to your financial situation, investment experience and investment objectives. No other provision of these Terms and Conditions or any other document we may ask you to sign and no statement we may ask you to make derogates from this clause 5.6.

6 Client assets and standing authorities

6.1 As it relates to monies:

6.1.1 You shall only pay us monies in the manner that we may specify from time to time. We will from time to time specify the acceptable methods by which we will pay out monies belonging to you.

6.1.2 Monies that we receive and hold on your behalf will be held in (i) Hong Kong in a segregated account maintained with a bank authorised as such under the Banking Ordinance (Chapter 155 of the Laws of Hong Kong) or (ii) such other financial institutions as permitted under Applicable Laws.

6.1.3 Any interest accrued on monies that we receive and hold on your behalf shall belong solely to us.

6.1.4 We may, for the purpose of depositing monies received on your behalf which are denominated in a foreign currency in a trust account, maintain a trust account with an appropriate Intermediary outside Hong Kong. The laws and practices relating to trust accounts in such jurisdictions may differ from the laws and practices in Hong Kong; as such, you might not enjoy the same level of protection as accorded to monies that are held in Hong Kong.

6.1.5 We may hold monies received on your behalf in an omnibus segregated account together with monies that we hold for other customers. This means that such monies in such account will be commingled with the monies of our other customers. The risk of this commingling is that it is administratively and operationally difficult, if not impossible (in view of the constant fluctuation of the aggregate balance in such account), to account separately for each of our customers' respective interest due on their respective cash balances in the omnibus account as interest will be received on an aggregate basis.

6.2 As it relates to securities:

6.2.1 We may, whether directly or indirectly and through an Intermediary or otherwise, hold Investments purchased for you in an omnibus custody account, aggregated with other Investments of our other customers, and/or the customers of those Intermediaries, and such Investments may not be held in your name. This means that your Investments may be commingled with the assets of our other customers and/or the customers of those Intermediaries. Given such commingling, the Investments may be registered collectively in our name, the name of the Intermediary, a sub-custodian and/or any other third party, and your entitlements may not be identifiable as separate certificates, titles or electronic records. If there are any

dividends, interests, rights, benefits or other proceeds in relation to your Investments resulting from such commingling, we shall have full discretion as to the allotment of such dividends, interests, rights, benefits or other proceeds.

- 6.2.2 Where Investments are denominated in a foreign currency, the Investments may be held in an omnibus custody account with an entity which is licensed, registered or authorised to act as a custodian in the country or territory where such Investments are held. In such case, you understand that the laws and practices relating to custody accounts in the relevant jurisdiction may differ from the laws and practices in Hong Kong. Such differences mean that your Investments may not enjoy the same level of protection as accorded to Investments that are held in Hong Kong. Depending on the jurisdiction, this may affect your ability to recover the Investments deposited in the custody account.
 - 6.2.3 Your Investments may be treated as fungible with other Investments in the omnibus custody account and therefore, we are not obliged to deliver any specific Investments to you and may instead sell the Investments at your expense and transfer to your Account the proceeds of such sale (if any).
 - 6.2.4 You agree that, because the Company and the Intermediaries' trading systems only support calculations of units / prices up to certain decimal places, you may, as a result of rounding issues in processing Transactions, receive a slightly lesser quantity of Investments than you would otherwise have received had such rounding not occurred. We may (but shall not be obliged to) make whole such shortfalls by gifting or transferring (or arranging for another member of the Group to gift or transfer) the relevant quantity of Investments to you equivalent to the shortfalls, at no extra cost to you.
 - 6.2.5 For clarity, you will not be entitled to any 'excess' quantities of Investments resulting from rounding issues arising from a 'round up'. You shall have no entitlement to such 'excess' Investments, and they may be re-allocated to our other clients to make up for their shortfalls or otherwise dealt with as we see fit.
- 6.3 You authorise us to deal with money held or received by us (including any interest derived from the holding of such monies) on your behalf or in which you have a legal or equitable interest ("**Client Monies**"), without prior notice to or consent from you, in the following manner:
- 6.3.1 to pay or transfer any sum of Client Monies to any segregated account or (where permitted by Applicable Laws) any account (in each case, whether established by us or by an Intermediary, and whether inside or outside of Hong Kong) for the purpose of trading or meeting the settlement requirements of your Transactions;
 - 6.3.2 to combine or consolidate any or all such accounts and transfer any sum of Client Monies to and between such accounts to satisfy your obligations to us (whether such obligations and liabilities are actual, contingent, primary or collateral, secured or unsecured, or joint or several); and
 - 6.3.3 to transfer any sum of Client Monies interchangeably between any such accounts.

- 6.4 You authorise us to deal with any Investments held or received by us on your behalf or in which you have a legal or equitable interest ("**Client Securities**"), without prior notice to or consent from you, in the following manner:
- 6.4.1 to sell, dispose of or otherwise deal with any Client Securities when and on such terms as we see fit;
 - 6.4.2 to deposit or transfer any of your Client Securities to any segregated account or (where permitted by Applicable Laws) any account (in each case, whether established by us or by an Intermediary, and whether inside or outside of Hong Kong);
 - 6.4.3 to transfer any Client Securities interchangeably between any such accounts; and
 - 6.4.4 upon such terms as may be agreed by us but subject to Applicable Laws, register or re-register any of your Client Securities in our name or any nominee appointed by us (whether in Hong Kong or elsewhere).
- 6.5 Each of the standing authorities given by you under clauses 6.3 and 6.4:
- 6.5.1 is without prejudice to any other authorities, discretions or rights which we may have (including Clause 2.2);
 - 6.5.2 is valid for a period of 12 months from the date you agree to these Terms and Conditions;
 - 6.5.3 may be revoked by you by giving us not less than 14 days' notice to that effect; and
 - 6.5.4 is deemed to be renewed successively on the same terms if, at least 14 days prior to its expiry, we give you written notice reminding you of its impending expiry, and you do not object to its renewal;
- 6.6 In the event of insolvency of the relevant Intermediary holding your monies or Investments, we may not be able to fully recover your monies or Investments held in the relevant omnibus or other account. Any shortfall in such assets may be shared among you and our other customers and/or the customers of the Intermediary on a pro-rated basis. Further, as your monies and Investments are commingled with those of other customers in the same account, you may be exposed to the losses of other customers.

7 **Delegation and securities custody**

- 7.1 We may, in the conduct of providing the Services, use, engage, appoint or delegate to any nominee, agent, broker, dealer, custodian, trustee, fund manager, adviser, contractor, market-maker, bank, financial institution, exchange, clearing house or other person, in each case whether within or outside of Hong Kong (each, an "**Intermediary**") to, directly or indirectly:
- (a) execute or clear Transactions;
 - (b) advise you on Investments;
 - (c) hold or otherwise deal with any of your funds or Assets;
 - (d) otherwise manage your Account; and/or

- (e) otherwise assist with our provision of the Services.
- 7.2 We may delegate to such Intermediaries all or any of the power, authority or discretion vested in us and any such delegation may be made upon such terms and conditions as we may think fit. The Intermediaries do not have any authority to bind us except as where otherwise provided for in these Terms and Conditions or we agree otherwise. The Intermediaries may also appoint delegates of their own as they may consider to be necessary or expedient to provide the relevant services to us.
- 7.3 Provided that we have selected an Intermediary in good faith, to the extent permitted under the Applicable Laws, we shall have no liability or responsibility for any act, omission, insolvency, negligence, failure or default of the Intermediaries or their delegates.
- 7.4 We may enter into Transactions to sell or purchase Investments as principal (and not as your agent), in which case we may also enter into a sale or purchase of those Investments with you on a back-to-back basis and in so doing, we will act as principal (and not as your agent). Further, where we sell or purchase Investments on your behalf, we may do so by selling or purchasing from Intermediaries, our other customers and/or such other third parties as we may deem suitable as part of our management of your Account.
- 7.5 Where we have accepted principal responsibility and/or liability to an Intermediary, you (to the extent permitted by Applicable Laws) acknowledge and consent to the fact that there is a risk that such Intermediaries may regard any Investments which we purchase on your behalf, as investments which we purchase for ourselves. This may be prejudicial to your interests; for example, there is a risk that the Intermediaries may try to use your Investments to satisfy our obligations or the obligations of our other customers.

8 **Instructions and Authorised Users**

- 8.1 Instructions may be given via the Airwallex Platform or such other means as we may specify from time to time. We have the right to accept or refuse any Instruction and to prescribe any standard, condition or procedure for accepting an Instruction or for processing a Transaction, in each case without giving you any reason or prior notice.
- 8.2 You shall, in accordance with such procedures as we may specify from time to time, appoint one or more persons to act for and on your behalf to give Instructions (each an "**Authorised User**"), which may include setting up a user profile for each Authorised User, providing us with their names and contact or identification information and establishing their scope of authority. You agree that each Authorised User has been duly authorised by you to give Instructions on your behalf, and has the proper and valid authority to do so until there has been an effective revocation of or amendment to their authority made in accordance with these Terms and Conditions.
- 8.3 We are authorised to rely on the authority of each Authorised User and to accept such Instructions which we believe in good faith to have been given by you or your Authorised Users. We shall not be under any duty to inquire into the purpose, genuineness, validity or propriety of any such Instruction, nor shall we be under any duty to verify the identity or authority of any person purporting to act as your Authorised User. All Instructions given by your Authorised Users shall be deemed to be given on your behalf (without any need for us to seek further confirmation), shall be binding on you and shall be deemed to be ratified and confirmed by you.

- 8.4 Each Instruction that you or your Authorised Users gives, is a separate Instruction, and we are entitled to act on each such Instruction even if it is or appears to be a duplicate of or in conflict with another Instruction.
- 8.5 You may revoke or vary the appointment of any of your Authorised Users by written notice to us or in accordance with the procedures specified in the Airwallex Platform.
- 8.6 Everything that an Authorised User does or causes to be done shall be valid and effectual until notice of the termination or variation of such Authorised User's appointment is received, and correspondingly confirmed in writing, by us.
- 8.7 Once an Instruction is given, it may not be amended, rescinded or withdrawn unless we agree otherwise. You will be solely liable and responsible for our full or partial execution of any such Instruction.
- 8.8 We are not responsible or accountable to you or any other person for Losses that may be suffered as a result of us acting on Instructions received from any of your Authorised Users, unless due to our gross negligence, fraud or wilful default.
- 8.9 Without prejudice to the generality of the foregoing, we have the right to delay in acting, or not act at all, on an Instruction or any part thereof, without giving you any notice or reason, under any of the following circumstances:
- 8.9.1 the Instruction is, in our reasonable opinion, unclear, ambiguous, incomplete, contains an error or conflicts with other Instructions, or may have been withdrawn or revoked or have expired;
 - 8.9.2 acting on the Instruction would cause any applicable limit (including a limit on the authority of the relevant Authorised User) to be exceeded;
 - 8.9.3 there are insufficient monies or Assets in the Account for the Instruction to be executed;
 - 8.9.4 the Instruction is not given in a form or by such means or manner which is acceptable to us;
 - 8.9.5 we are unable to act on the Instruction due to prevailing market conditions or any other reason beyond our reasonable control;
 - 8.9.6 the Instruction is, in our reasonable opinion, not consistent with or is in breach of any Applicable Law, any provision of these Terms and Conditions or any other applicable terms and conditions; and
 - 8.9.7 we are doubtful of the authenticity of the Instruction or the authority of the person giving it,
- and in each case, we will not be liable to you for any Losses that you may suffer or incur as a result.
- 8.10 You shall procure your Authorised Users to comply with these Terms and Conditions as if the obligations and liabilities imposed upon you were imposed on them.
- 9 **Power of attorney**
- 9.1 You authorise us to be your attorney (with full rights of substitution) with full authority to be your true and lawful attorney and to in your name do on your behalf all things you could have done for the purposes of:

- 9.1.1 carrying out any Transactions for your Account or any of your Instructions;
- 9.1.2 discharging any of our obligations to you under these Terms and Conditions; and/or
- 9.1.3 doing anything which in our opinion is necessary or desirable to preserve our rights under these Terms and Conditions.

9.2 You undertake to ratify and confirm, and hereby ratify and confirm, all that we may do pursuant to this power of attorney.

10 **Risk disclosure statements**

10.1 You confirm that you have been provided with the risk disclosure statements set out in Schedule 2 in a language of your choice (English or Chinese), that you were invited to read them and to take independent advice if you so wished. You confirm that you understand the contents of such risk disclosure statements in their entirety, and accept in full the risks relating to the relevant Investments for your Account.

10.2 You shall fully understand and familiarise yourself with all the terms and conditions of each Investment and the risks involved, and agree that you will only choose an Investment Strategy after you have conducted your own review and determined that the Investment Strategy is suitable and appropriate for you, taking into account your Investment Profile and after seeking independent professional advice if you consider necessary.

11 **Fees**

11.1 The fees payable by you to us for the Services are specified in the fee schedules we provide to you from time to time. We undertake to notify you in the event of any material change to the fees payable by you.

11.2 You shall make all payments due under these Terms and Conditions free and clear of, and without deduction, withholding or set-off on account of, any tax or levy or any other charges present and future.

11.3 If you are required by Applicable Laws to pay make or pay any such deduction, withholding, set-off, tax, levy or other charge, the sum payable by you shall be increased such that the net amount actually received by us is the amount that we would have received had there been no such deduction, withholding, set-off, tax, levy or other charge.

11.4 We may deduct your Account with the full amount of any fees payable by you, or any other monies owed by you to us pursuant to any liability of any nature arising in respect of the Account or otherwise. For this purpose, we may withdraw and collect uninvested cash in your Account and/or sell your Assets and collect the proceeds from such sale.

12 **Conflicts, monetary benefits, soft dollars and rebates**

12.1 We may enter into agreements with Intermediaries or deal in products and Investments that you may transact in or through, or provide services to others whose interest may conflict or compete with yours, or otherwise be placed in a position of conflict. You agree that there may be circumstances when we or our affiliates act in such capacities or are in such positions of conflicts where we may be remunerated, make profit, receive fees, commissions, rebates, discounts and/or other benefits. To the extent permitted by Applicable Laws, you consent and agree

that we and our affiliates may continue to enter into such Transactions and Investments without further reference to you despite such position of conflict, that we shall have no obligation to disclose such circumstances to you and you agree not to make any claim for such fees, commissions, rebates, discounts and/or other benefits. You also agree not to hold us responsible for any Losses that may result from such conflict.

- 12.2 Subject to Applicable Laws, you agree that we may receive and retain from the brokers and other Intermediaries through whom Transactions for your Account are carried out, any cash or money rebates arising out of such Transactions, and goods and services which are of demonstrable benefit to you (such goods and services may include: research and advisory services; economic and political analysis; portfolio analysis, including valuation and performance measurement; market analysis, data and quotation services; computer hardware and software incidental to the above goods and services; clearing and custodian services and investment-related publications). In all cases where money rebates or goods and services and other soft dollar benefits are obtained by us, we will ensure that the Transaction executed is consistent with best execution standards, the brokerage rates borne by you do not exceed customary full service brokerage rates payable for such Transactions, and the rebate collected and its approximate value are disclosed to you.
- 12.3 We or our associates may receive monetary benefits from a product issuer for effecting a Transaction in an Investment for you, in which case we will disclose the maximum percentage of the monetary benefits receivable by us or our associates by the type of Investment. Our associates may in some cases be the product issuer(s) of the Investment.
- 12.4 Where we take no market risk and make a trading profit for effecting a purchase of an investment product from a third party for you, or a sale of an investment product to a third party for you, we will disclose the maximum percentage of the trading profit to be made by the type of investment product.
- 12.5 We or our associates may receive non-monetary benefits from product issuers for effecting a Transaction in Investments for you, in which case we will disclose the existence and nature of such non-monetary benefits.
- 12.6 We are NOT an independent intermediary because:
- 12.6.1 we may receive fees, commissions, or other monetary benefits from other parties (which may include product issuers) in relation to our distribution of investment products to you. For details, you should refer to our disclosure on monetary benefits which we are required to deliver to you prior to or at the point of entering into any transaction in investment products; and/or
- 12.6.2 we may receive non-monetary benefits from other parties, or have close links or other legal or economic relationships with issuers of products that we may distribute to you.
- 12.7 Subject to Applicable Laws and without prejudice to the foregoing, you agree that we may solicit, accept or offer any advantage to or from the affiliates or Intermediaries arising from or in connection with any Transactions effected and/or Services provided pursuant to these Terms and Conditions in such amount and manner as we reasonably consider appropriate.

13 **Representations, warranties and undertakings**

13.1 You make the representations and warranties and give the undertakings (as the case may be) set out below for so long as you maintain any Account with us and each time you give us an Instruction:

13.1.1 corporate status: you are duly incorporated or established (as the case may be), validly existing under the laws of your place of incorporation or establishment (as the case may be) and have full power and legal capacity to enter into these Terms and Conditions and perform your obligations under these Terms and Conditions according to the terms of your constitutional document(s) by which you are incorporated or established;

13.1.2 personal benefit: you are ultimately responsible for originating each Instruction and you stand to gain the commercial or economic benefit of each Transaction and to bear its commercial and economic risks; you deal on your own account as principal and beneficial owner of the relevant Investments and your Account, and no other person has any right or interest in such Investments or Account;

13.1.3 capacity: you have the capacity, power and authority to enter into, exercise your rights and perform and comply with your obligations under these Terms and Conditions;

13.1.4 Instructions: you will take reasonable endeavours to ensure that only you and your Authorised Users will place Instructions with us, from whom we would only accept such Instructions;

13.1.5 true information: all information and documents provided to us by you or on your behalf, including information provided prior to you opening an Account with us, are true, correct and complete in all respects and are not misleading in any way; you undertake to immediately notify us of any change to any such information or documents;

13.1.6 corporate actions: all actions, conditions and things required to be taken, fulfilled and done, in order: (i) to enable you to lawfully enter into, exercise your rights and perform and comply with your obligations under these Terms and Conditions, and (ii) to ensure that those obligations are valid, legally binding and enforceable, have been taken, fulfilled and done;

13.1.7 consents and authorisations: you have obtained all consents, licences, approvals or authorisations of, exemptions by or registrations with or declarations by, any governmental or other authority that you require, and these are valid and subsisting and will not be contravened by the execution or performance of these Terms and Conditions;

13.1.8 enforceability: your obligations under these Terms and Conditions are valid, binding and enforceable;

13.1.9 solvency: you are solvent and able to pay your debts as they fall, and you will not become unable to pay your debts as a consequence of performing your obligations under these Terms and Conditions;

13.1.10 violation of contractual obligations: your entry into, exercise of your rights and/or performance of or compliance with your obligations under these Terms and Conditions do not and will not violate any agreement to which

you or where applicable, any of your affiliates, is a party or which is binding on any of you or your respective assets;

13.1.11 compliance with laws: your use of the Services complies with all Applicable Laws;

13.1.12 independent advice: you will inform yourself and, if necessary, consult your own professional advisers as to the relevant legal, tax and exchange control regulations in force in the countries of your citizenship, incorporation, residence or domicile;

13.1.13 non-affiliation: except as otherwise disclosed in writing to us, you are not an officer, partner, director or employee of any of the following persons:

- (a) any exchange, clearing house, or any corporation of which any exchange or clearing house owns a majority of the share capital;
- (b) any listed company, bank or trust company;
- (c) any "authorized institution" or "local representative office" (as each term is defined in the Banking Ordinance, Cap. 155);
- (d) any licensed corporation or registered institution under the SFO or other introducing broker, securities broker or securities dealer; or
- (e) any affiliate of any licensed corporation or registered institution under the SFO; and

13.1.14 further assurance: you undertake to do or execute any act, deed, document or thing which we reasonable you to do being in our reasonable opinion to be necessary or desirable in connection with the implementation and enforcement of these Terms and Conditions.

14 **Statements, documents and confirmations**

14.1 We may make available the essential features of each Transaction as soon as reasonably practicable through such means or medium (including electronic means) determined by us from time to time.

14.2 We will provide you with reports or statements in such manner as we think fit, as required or permitted by Applicable Laws, on a monthly basis or such other period as we may determine from time to time.

14.3 You consent that any statements and any other documents (including those required under the Securities and Futures (Contract Notes, Statements of Account and Receipts) Rules (Chapter 571Q of the Laws of Hong Kong) sent will be sent to you through a link on the Airwallex Platform. You agree and acknowledge that such documents will be made available for viewing on the Airwallex Platform, and therefore, you may download, save or print the documents for your subsequent reference. You understand that such consent is revocable and that you may contact us if you wish to receive your statements and other documents by other means.

14.4 In relation to the access to your statements and documents through the Airwallex Platform, you acknowledge that you understand and accept the following arrangements:

14.4.1 appropriate hardware and software, internet access and a specific email address, mobile phone number or other electronic address provided and

designated by you for receiving email, SMS or other electronic notifications from us are required;

- 14.4.2 internet, email, SMS and other electronic information services may be subject to certain IT risks and disruption;
 - 14.4.3 revocation of consent to such access will be subject to you giving us advanced notice through such methods as specified by us from time to time;
 - 14.4.4 you may be required to pay a reasonable charge for (i) obtaining a copy of any trade document that is no longer available for access and downloading through the Airwallex Platform; and (ii) requesting us to provide statements and documents to you through other means; and
 - 14.4.5 you should inform us as soon as practicable upon a change in the designated email address, mobile phone number or other electronic address in order to avoid missing any notifications in relation to your statements and documents.
- 14.5 You shall verify the correctness of all details contained in each statement or other document we send to you, and inform us within 14 days from the date of such document of any discrepancies, omissions or errors. Upon the expiry of this 14-day period, the details of such document shall be deemed to be correct (save for manifest or clerical error) without further proof, except as to any alleged errors so notified, but subject always to our right as set out in clauses 14.6 and 14.7 to amend or delete any incorrect details. Except as provided in this clause 14 and to the extent permitted by Applicable Laws, and provided that we are not fraudulent or in wilful default, we shall be free from all claims in respect of any Account or the details of the Transactions or Services contained in such documents.
- 14.6 We have the right, upon giving reasonable notice to you, to reverse any entry, demand refund, and/or debit the Account in respect of any overpayment or wrongful credit in the Account.
- 14.7 Without prejudice to any of the foregoing, we may at any time without prior notice to you rectify any clerical errors that may have been made.
- 14.8 Where you have not received any document, advice, statement of account, contract note, confirmation, or other notification relating to a specific Transaction within the normal period for deliveries, you must advise us immediately.
- 14.9 Our records (including electronic records) of all matters relating to you, any Transactions, the Accounts and/or any Services provided to you are, save for manifest or clerical error) conclusive evidence of such matters and are binding against you for all purposes.
- 15 **Currency conversions**
- 15.1 We are entitled to convert any sum received by us (whether for credit into your Account or in payment of any sum due to us) to the currency of the Account or the currency in which payment is to be made, as the case may be, at a rate of exchange determined by us at the relevant time.
- 15.2 We may, at any time at a rate determined by us in our sole and absolute discretion, convert any amount in any Account or standing to your credit to any other currency for the purpose of carrying out your Instructions or exercising our rights under these

Terms and Conditions. Exchange rate losses and the costs of conversion shall be borne by you.

- 15.3 You acknowledge that all such conversions and Transactions will be executed based on the rates of exchange available to us on a real-time basis. We may rely on third party providers for the provision of such rates and/or prices, and we shall not be liable for any Losses resulting from erroneous or inaccurate information provided to us by such third party providers.

16 **Set-off and lien**

- 16.1 For so long as you owe any monies or obligations (of any nature and however arising) to us, you may not withdraw your Assets from your Account without our consent. We may at any time withhold any Assets pending full settlement of all such monies or obligations owed by you.
- 16.2 All your Assets in your Account shall be subject to a continuing first fixed charge and general lien for the discharge of all obligations due from you to us. We have the right to sell any Assets in or towards settlement of your obligations to us.
- 16.3 All documents of title and other documents relating to the Assets shall be deposited or transferred by you to us or otherwise placed at our order or at our disposal or under our control.
- 16.4 You warrant and undertake that the Assets held in your Account are not and will not be subject to any lien or charge in favour of any other person.
- 16.5 Without prejudice to any right of set-off or general lien or other rights to which we may be entitled, we may at any time and without notice to you, set off any of your liability to us, against our liability to you, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under these Terms and Conditions.
- 16.6 Without prejudice to any of our other right or those of the Group, whether under these Terms and Conditions or any other agreement, we may from time to time and without prior notice to you, set-off, transfer or apply (and you authorise each member of the Group to transfer or release to us or the relevant other member of the Group upon request), all or any of the monies, assets or other property in any account (whether or not in Hong Kong, and in whatever currency) which you maintain with us or any other member of the Group, whether singly or jointly with any other person, and whether or not matured or subject to notice, in or towards discharging the monies or liabilities that you owe to us.
- 16.7 Our rights under these Terms and Conditions are in addition to any other rights we have at law or under any other agreement, and shall not prejudice any other rights or security that we may have.

17 **Dormant accounts**

In the event that you have not accessed your Account or otherwise undertaken any activity in relation to your Account for a consecutive period of one (1) year, the Account will be deemed dormant and may be de-activated by us. If you wish to re-activate the Account, you shall comply with such procedures as we may specify from time to time. If we are in good faith unable to contact you in the one (1) year following dormancy, we may terminate the Account, in which case all Assets then standing to the credit of any Account or otherwise held by us or our agents together

with any property as may from time to time continue to accrue to those monies and property (whether by way of dividends, interest or otherwise) shall belong to us.

18 Indulgence

- 18.1 No failure or delay on our part in exercising any power of sale or any other rights or options hereunder and no notice or demand which may be given to or made upon you by us with respect to any power of sale or other right or option hereunder, shall constitute a waiver thereof, or limit or impair our right to take any action or to exercise any power of sale or any other rights or options hereunder without notice or demand, or prejudice our rights as against you in any respect or render us responsible for any Losses arising therefrom. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.
- 18.2 We may grant time or other indulgence to you or any other person, without impairing or affecting in any way any of our rights as against you or any such other persons.

19 Confidentiality

- 19.1 Save as permitted under these Terms and Conditions or any other agreement with you, we shall treat all information relating to you and your Accounts as confidential.
- 19.2 You acknowledge that the following information will not be regarded as confidential information and we do not owe you or any other person any duty to keep such information confidential:
- 19.2.1 information that as at the date of its disclosure is in the public domain (other than through a breach of these Terms and Conditions) or which subsequently enters the public domain;
 - 19.2.2 information that was already in our possession before you provided the information to us;
 - 19.2.3 information which we received from a third party who has lawfully acquired such information and is under no confidentiality obligation regarding its disclosure to us; and
 - 19.2.4 any information which is anonymised or encrypted in such a manner where the identities of any person cannot be readily inferred, or which cannot be referable to any particular person.
- 19.3 You give us permission to disclose information relating to you, your Account, Assets, Investments and Transactions as follows:
- 19.3.1 any of our directors, officers, employees, representatives, agents or delegates;
 - 19.3.2 any other member of the Group, any of our affiliates, shareholders or related corporations, and any of their successors, assigns or sub-contractors, and their directors, officers, employees, representatives, agents or delegates;
 - 19.3.3 any of our Intermediaries for the purposes of providing the Services to you;
 - 19.3.4 our professional advisers, consultants and auditors;

- 19.3.5 anyone who takes over or may take over all or part of our rights or obligations under these Terms and Conditions or anyone these Terms and Conditions (or any part of it) is transferred to or may be transferred to;
 - 19.3.6 any person who we believe in good faith to be your legal advisers or other professionals;
 - 19.3.7 any regulatory body in any jurisdiction, in so far as we need to do so to keep to Applicable Laws, or which we in good faith believe that we should keep to;
 - 19.3.8 pursuant to a request by any regulatory body (regardless of the reason for such request and whether such request is exercised under a court order or otherwise); and
 - 19.3.9 to such other persons or under such other circumstances as you agree,
provided that in the case of disclosures under any of the circumstances in clauses 19.3.1 to 19.3.3, we shall, where reasonably possible, procure that the recipient is subject to the same duty of confidence.
- 19.4 The permission you give in clause 19.3 shall survive the termination of these Terms and Conditions.

20 **Termination and suspension**

- 20.1 Without prejudice to clause 20.5, we reserve the right to restrict, suspend or terminate (in each case whether in whole or in part) your Account or the provision of any Services if any of the following events occur:-
- 20.1.1 you breach any of these Terms and Conditions;
 - 20.1.2 you fail to make any payment to us or discharge your obligations when due;
 - 20.1.3 any action, legal proceeding or other procedure or step is taken or threatened in relation to your winding-up, dissolution, administration (including the appointment of a liquidator, receiver, administrator or other similar officer over you or any of your assets);
 - 20.1.4 any representation or warranty you make is incomplete, untrue, incorrect or misleading in any respect;
 - 20.1.5 you use the Services in a manner that breaches Applicable Laws or may cause us to breach Applicable Laws, or we have reasonable suspicion that you may be doing so;
 - 20.1.6 we are required to do so by Applicable Laws or pursuant to a request by any regulatory body;
 - 20.1.7 scheduled downtime or recurring downtime;
 - 20.1.8 a Force Majeure Event;
 - 20.1.9 you revoke the power of attorney granted in our favour pursuant to clause 9; or
 - 20.1.10 you revoke or choose not to renew either of the standing authorities given by you under clauses 6.3 or 6.4;

- 20.1.11 you are, in our opinion, the subject of any adverse publicity or involved in any litigation that we reasonably believe would be detrimental to our interests.
- 20.2 For the avoidance of doubt, we shall not be in breach of these Terms and Conditions, nor liable for any failure or delay in the performance of any other obligations under these Terms and Conditions arising from or attributable to any of the circumstances giving rise to a right to termination under clause 20.1.
- 20.3 You may terminate these Terms and Conditions with us at any time by providing us with notice in the manner as we may specify from time to time. However, no such termination will affect any Instruction given by you which is properly received by us before the receipt of such notice or any action we may take in relation to your Account before the receipt of such notice.
- 20.4 On termination of these Terms and Conditions:
- 20.4.1 we shall have no further obligation to provide any Services to you, and you shall cease using the same;
- 20.4.2 all charges, costs, expenses and other monies due from you to us or any third parties under these Terms and Conditions shall become immediately due and payable;
- 20.4.3 subject to Applicable Laws, we may discharge our liability with respect to your Account by selling your Assets at your expense and arranging for any credit balance in your Account to be paid to you within a reasonable time thereafter; and
- 20.4.4 you shall, upon our reasonable request return, destroy or delete any information or documents received from us, including any copies thereof.
- 20.5 Notwithstanding anything to the contrary and without any liability to you, we reserve an overriding right to suspend or terminate any of all of the Services or modify the scope of any of the Services.
- 20.6 In addition to where it is expressly stated to be so, the following clauses of these Terms and Conditions shall survive termination: 9 (Power of Attorney), 11 (Fees), 15 (Currency Conversions), 16 (Set-off and Lien), 17 (Indulgence), 19 (Confidentiality), 21 (Indemnity and exclusion of liability), 23 (Financial Dispute Resolution Centre) and 24 (Miscellaneous).

21 **Indemnity and exclusion of liability**

- 21.1 To the maximum extent permitted by Applicable Laws, neither we nor any other member of the Group nor any of our or their respective directors, employees or agents (each, an "**AWX Party**") shall be liable for any Losses which you may suffer or incur arising out of or in connection with the Services or otherwise with these Terms and Conditions, unless due to the gross negligence, fraud or wilful default of the AWX Party.
- 21.2 You shall indemnify and keep indemnified the AWX Parties against any and all Losses which may be imposed on, incurred by or asserted against any of them in connection with the Services or otherwise with these Terms and Conditions or as a result of your default or breach of these Terms and Conditions, unless due to the gross negligence, fraud or wilful default of an AWX Party and only to the extent of direct and

reasonably foreseeable loss and damage (if any) arising directly and solely therefrom.

22 **Notices and communications**

22.1 All notices, demands or other communications required or permitted to be given under these Terms and Conditions ("**Notices**") shall be sent as follows:

22.1.1 in the case of a Notice to you:

- (a) to your address or e-mail address as last known by us; or
- (b) by publication on the Airwallex Platform; and

22.1.2 in the case of a Notice to us:

- (a) to our address at 34/F, Oxford House, Taikoo Place, 979 King's Road, Quarry Bay, Hong Kong; or
- (b) by email to legal@airwallex.com .

22.2 You are deemed to receive a Notice:

22.2.1 if delivered by hand, at the time the notice is left at the address;

22.2.2 if sent by post, at 9:00 a.m. on the second Business Day after posting;

22.2.3 if sent by email, at the time it is sent, unless we receive a notification that the email has failed to be delivered;

22.2.4 if sent by publication on the Airwallex Platform, at the time of publication.

22.3 We shall only be deemed to have received a Notice sent by you after we confirm receipt in writing.

22.4 You must promptly inform us in writing of any change in your name, mailing address, and/or email address for communication or any of your relevant particulars available in our records and send us all supporting documents we require. We will need a reasonable time period, not being less than seven (7) Business Days from receipt, to act and effect the change in our records, after which, we may rely on the change.

22.5 We will notify you of any change in our full name, address, licensing status with the SFC or remuneration to be paid by you to us. We will also notify you of any material changes to the nature of the Services.

22.6 You authorise us to record any telephone conversation or any electronic communication conducted between you and us or our personnel, to retain such recordings and use them in such manner as we consider appropriate. The recordings shall be admissible in evidence in legal proceedings and shall have the same probative value as a written original document. You shall not challenge or dispute the admissibility, reliability, accuracy or the authenticity of the contents of such records and you hereby waive any right (if any) to so challenge or dispute. You agree that the recordings made by us shall be conclusive evidence of the contents and shall be binding on you.

23 **Financial Dispute Resolution Centre**

You may refer an "Eligible Dispute" (as defined in the Terms of Reference for the Financial Dispute Resolution Centre in relation to the Financial Dispute Resolution

Scheme) to the Financial Dispute Resolution Centre where, in your reasonable opinion, we have failed to remedy your complaint within a reasonable amount of time.

24 Miscellaneous

24.1 **Assignment:** You shall not assign or transfer any of your rights, undertakings, agreements, duties, liabilities and/or obligations hereunder, except with our written consent. We may, with notice to you, assign or transfer any of our rights or obligations hereunder to any party without your consent.

24.2 **Variation:** We shall be entitled to, by posting an updated version of these Terms and Conditions on the Airwallex Platform, supplement, vary and/or modify these Terms and Conditions at any time and such supplement, variation and/or modification shall take effect from the date the supplemented, varied or modified Terms and Conditions are posted or on such other date specified by us. You agree that it shall be your responsibility to review these Terms and Conditions regularly. If you do not accept any such supplement, variation and/or modification, you shall immediately discontinue operating the Account and/or utilizing the Services provided by us and promptly close your Account and terminate these Terms and Conditions. If you continue to operate the Account and/or utilise the Services provided by us after such notice, you are deemed to have agreed to such supplement, variation and modification without reservation.

24.3 **Entire Agreement:** These Terms and Conditions (including its schedules) and the documents referred to in these Terms and Conditions collectively constitute the entire terms and conditions agreed upon by you and us as to the subject matter of the same and supersedes and revokes in all respects all other documents, agreements, letters of intent, and undertakings entered into between you and us, whether such be written or oral, with respect to the subject matter hereof. All provisions of these Terms and Conditions shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding completion of the matters set out therein except in respect of those matters then already performed and except where expressly stated to the contrary. These Terms and Conditions shall be binding on and shall endure for the benefit of each of your and our successors in title or legal personal representatives.

24.4 **Severance:** If any provision of these Terms and Conditions or part thereof is rendered void, illegal or unenforceable by any legislation to which it is subject, it shall be rendered void, illegal or unenforceable to that extent and no further and, for the avoidance of doubt, the rest of these Terms and Conditions shall continue in full force and effect and the legality, validity and enforceability of the whole of these Terms and Conditions in any other jurisdiction shall not be affected.

24.5 **Applicable Laws:** Nothing in these Terms and Conditions shall exempt, limit or exclude us from acting in compliance with any Applicable Laws in carrying out our obligations under these Terms and Conditions. To the extent that any provision of these Terms and Conditions are inconsistent with the requirements of any Applicable Laws, the requirements of the relevant Applicable Laws shall prevail over these Terms and Conditions.

24.6 **Third Party Rights:** Save where expressly stated otherwise in these Terms and Conditions and other than an AWX Party, no person who is not a party to these Terms and Conditions shall have no right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) or under any law, to enforce any provision in these Terms and Conditions.

FINAL VERSION

- 24.7 Governing Law: These Terms and Conditions shall be governed by, and construed in accordance with, the laws of Hong Kong.
- 24.8 Dispute resolution: Any dispute arising out of or in connection with these Terms and Conditions and/or the documents referred to herein, including any question regarding their existence, validity or termination, shall be referred to and finally resolved by the Courts of Hong Kong and both you and we hereby unconditionally and irrevocably submit to the exclusive jurisdiction of the Courts of Hong Kong.
- 24.9 Language: In case of any conflict between the English and Chinese versions, the English version shall prevail.

Schedule 1

Definitions and interpretation

1 Definitions and interpretation

1.1 The words and expressions used in these Terms and Conditions, where the context so admits, shall have the following meaning:

"Account" means the account which we have set up for you and granted to you to access the Services pursuant to these Terms and Conditions;

"Airwallex Platform" means the proprietary technology and associated products (including but not limited to those found on the Webapp, mobile applications and through an Airwallex API) devised by us to provide you with the Services;

"Applicable Laws" means, in any jurisdiction in which the Services are to be performed, any and all applicable laws, regulations and industry standards or guidance and any applicable and binding judgment of a relevant court of law, including in relation to securities, futures, asset management, anti-money laundering, consumer and data protection;

"Asset" means all monies, cash, Investments and other property of yours held with or through us (or our Intermediaries);

"Authorised User" has the meaning given to it in clause 8.2;

"Business Day" means any day when banks are generally open for business in Hong Kong (other than a Saturday, Sunday or public holiday in Hong Kong, or any day on which a typhoon signal number 8 or above, or a black rainstorm warning is hoisted in Hong Kong);

"Financial Dispute Resolution Scheme" means the Financial Dispute Resolution Scheme for managing and resolving eligible disputes administered by the Financial Dispute Resolution Centre;

"Force Majeure Event" means any event beyond our reasonable control (and which does not relate to or arise by reason of our default or negligence) which renders impossible or hinders our performance of these Terms and Conditions including the Services, including, without limitation:

- (i) war, riot, civil unrest or revolution, sabotage, terrorism, insurrection, acts of civil or military authority, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions;
- (ii) terrorist attacks, civil war, civil commotions or riots;
- (iii) acts of God, epidemic, pandemic, flood, earthquake, typhoon or other natural disasters or adverse weather or environmental condition;
- (iv) any act of state or other exercise of sovereign, judicial or executive prerogative by any government or public authority, including expropriation, nationalisation or compulsory acquisition or acts claimed to be justified by executive necessity;
- (v) fire, explosion or accidental damage;

- (vi) collapse of building structures or failure of plant machinery, computers or vehicles;
- (vii) interruption or failure of utility service, including but not limited to electric power, gas or water; or
- (viii) any labour disputes, including but not limited to strikes, industrial action or lockouts

"Group" means Airwallex (Cayman) Limited and its subsidiaries (as the term is defined in the Companies Ordinance (Cap. 622, Laws of Hong Kong), which for the avoidance of doubt, includes Airwallex Capital;

"Hong Kong" means the Special Administrative Region of Hong Kong, the People's Republic of China;

"Instruction" means any communication, instruction, order, message data or information in relation to the Services sent or to be sent by you or on your behalf to us through or pursuant to the Airwallex Platform or through other means;

"Intermediary" has the meaning given to it in clause 7.1;

"Investment Profile" has the meaning given to it in clause 4.1;

"Investment Strategy" means the Yield Strategy and such other pre-defined model portfolio investment strategies made available by us to you from time to time;

"Investments" means any securities (as defined in the SFO) and other financial instruments or products;

"IRD" means the Inland Revenue Department of Hong Kong;

"Losses" means losses, damages, liabilities (including any liability to taxation), claims, costs and expenses, including fines, penalties, legal and other reasonable professional fees and expenses (in each case whether direct, indirect, special, consequential or otherwise);

"Services" means the services provided by us to you pursuant to these Terms and Conditions;

"SFC" means the Securities and Futures Commission of Hong Kong;

"SFO" means the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong);

"Transactions" means any transaction, dealing, arrangement or action that we have carried out or may carry out on your behalf under these Terms and Conditions, including the purchase or sale of Investments;

"Webapp" means the user interface that you and your Authorised Users may use to access the Airwallex Platform and the Services;

"Yield" has the meaning given to it in clause 2.1; and

"Yield Strategy" has the meaning given to it in clause 2.1.

- 1.2 The words "**we**", "**us**", "**our**" or any of their derivatives refer to Airwallex Capital and its successors and any novatee, assignee, transferee or purchaser of Airwallex Capital's rights and obligations hereunder, and any reference to Airwallex Capital includes a reference to such successor, novatee, assignee, transferee or purchaser.
- 1.3 The words "**you**", "**your**", "**yours**" or any of their derivatives refer to the person who opened the Account and/or using the Services and shall include, as the context may require, your Authorised Users.
- 1.4 Unless otherwise stated, a reference to a clause or schedule is to a clause or schedule of these Terms and Conditions.
- 1.5 Reference to an Ordinance is to an Ordinance or law of Hong Kong and any subsidiary legislation related thereto as from time to time amended, supplemented, extended, codified or re-enacted.
- 1.6 Reference to one gender includes all other genders, and reference to the singular includes the plural and vice versa, and reference to a person includes an individual, a company, institution, firm, corporation, body corporate, government, state or state entity, association, partnership or other entity or body (whether incorporated or not and whether or not having separate legal personality) or any two or more of the foregoing.
- 1.7 The headings to the clauses are for convenience only and do not affect their interpretation.
- 1.8 The schedules form an integral part of these Terms and Conditions.

Schedule 2 Risk Disclosure Statements

Risk of investing via an online platform

Should there be any (a) failure by us or a third-party service provider to upgrade or enhance the Airwallex Platform in a timely manner, (b) any prolonged or material server interruption due to network failures or any adverse development specific to the Airwallex Platform, or (c) restriction or access due to reasons such as market volatility and peak demands, you may suffer loss.

The Airwallex Platform is susceptible to operational and information security risks through breaches in cyber security. Cyber security breaches include infection by computer viruses and gaining unauthorised access to our systems through "hacking" or other means for the purpose of misappropriating assets or sensitive information, corrupting data, or causing operations to be disrupted. Cyber security breaches may also occur in a manner that does not require gaining unauthorised access, such as denial-of-service attacks or situations where authorised individuals intentionally or unintentionally release confidential information stored on our systems. A cyber security breach may cause disruptions and impact our business operations, which could potentially result in financial losses, the inability to determine the net asset value of your investments, violation of applicable law, regulatory penalties and/or fines, compliance and other costs. Your investments could be negatively impacted as a result. In addition, cyber security breaches at our third-party service providers or our counterparties may subject your investments and/or our systems to the same risks.

Whilst we have established risk management systems designed to reduce the risks associated with cyber security breaches, there can be no assurances that such measures will be successful.

Not capital-protected

All investments involve risks (including the possibility of loss of the capital invested), prices or value of investment fund units may go up as well as down and past performance information presented is not indicative of future performance.

Risk of securities trading

The prices of securities fluctuate, sometimes dramatically. The price of a security may move up or down, and may become valueless. It is as likely that losses will be incurred rather than profit made as a result of buying and selling securities.

Risk of trading in money market funds

Investing in a money market fund is not the same as placing funds on deposit with a bank or deposit-taking institution. We have no obligation to redeem units at the issue price and the money market fund may not be subject to the supervision of the Hong Kong Monetary Authority.

Interest rate risk

A money market fund's investments in fixed income instruments are subject to interest rate risk. Generally, the value of fixed income instruments is expected to be inversely correlated with changes in interest rates. As interest rates rise, the market value of fixed income instruments tends to decrease. Long-term fixed income instruments in general are subject to higher sensitivity to interest rate changes than short-term fixed income instruments. Any increase in interest rates may adversely impact the value of the money market fund's portfolio. A money market fund that invests in emerging market debt (for example, the Mainland Chinese markets) may be additionally subject to policy risk as changes in

macro-economic policies in emerging market countries/regions (including monetary policy and fiscal policy) may have an influence over such country/region's capital markets and affect the pricing of the bonds in the money market fund's portfolio, which may in turn adversely affect its returns.

Credit rating risk

Credit ratings assigned by rating agencies are subject to limitations and do not guarantee the creditworthiness of the security and/or issuer.

Risk of credit rating downgrades

Changing market conditions or other significant events, such as credit rating downgrades affecting issuers or major financial institutions, may also subject a money market fund to increased liquidity risk as it may become more difficult for the money market fund to dispose of its holdings at a reasonable price or at all, which would have an adverse impact on its value and performance.

Valuation risk

Valuation of a money market fund's investments may involve uncertainties and judgemental determinations, and independent pricing information may not at all times be available. If such valuations prove to be incorrect, the net asset value of the money market fund may need to be adjusted and may be adversely affected. The value of fixed income securities may be affected by changing market conditions or other significant events affecting valuation. For example, in the event of the credit rating downgrade of an issuer, the value of the relevant fixed income instrument may decline rapidly, and the value of the money market fund may be adversely affected.

Sovereign debt risk

A money market fund's investment in securities issued or guaranteed by governments may be exposed to political, social and economic risks. In adverse situations, the sovereign issuers may not be able or willing to repay the principal and/or interest when due or may request the relevant money market fund to participate in restructuring such debts. The relevant money market fund may suffer significant losses when there is a default of sovereign debt issuers.

Risk of using derivatives

A money market fund may acquire financial derivative instruments for hedging purposes. Risks associated with financial derivative instruments include counterparty/credit risk, liquidity risk, valuation risk, volatility risk and over-the-counter transaction risk. The leverage element / component of a financial derivative instrument can result in losses significantly greater than the amount invested in the financial derivative instrument by the money market fund.

Risks relating to sale and repurchase transactions

In relation to a money market fund, in the event of the failure of the counterparty with which collateral has been placed, the money market fund may suffer loss as there may be delays in recovering collateral placed out or the cash originally received may be less than the collateral placed with the counterparty due to inaccurate pricing of the collateral or market movements.

Risks relating to reverse repurchase transactions

In relation to a money market fund, in the event of the failure of the counterparty with which cash has been placed, the money market fund may suffer loss as there may be delay in recovering cash placed out or difficulty in realising collateral or proceeds from the sale of the

collateral may be less than the cash placed with the counterparty due to inaccurate pricing of the collateral or market movements.

Borrowing risks

A money market fund may borrow for various reasons, such as facilitating redemptions or defraying operating expenses. Borrowing involves an increased degree of financial risk and may increase the exposure of the money market fund to factors such as rising interest rates, downturns in the economy or deterioration in the conditions of the assets underlying its investments. There can be no assurance that the money market fund will be able to borrow on favourable terms, or that the money market fund's indebtedness will be accessible or be able to be refinanced by the money market fund at any time.

Risk related to amortised cost method

Certain debt investments of a money market fund are valued using the amortised cost valuation method, regardless of the impact of fluctuating interest rates on the market value of the security or instrument. The accuracy of the amortised cost method of valuation can be lowered by changes in market interest rates and the credit standing of issuers of the fund's debt investments. Sudden movements in interest rates or credit concerns may cause material deviations between the market value of a debt investment and the value calculated using the amortised cost method. The use of amortised cost method may create opacity for investors regarding the actual net asset value of the assets held by the fund. Whilst this method provides certainty in valuation, it may result in periods during which the value of the debt investment, as determined by the amortised cost method of valuation, is higher or lower than the price the fund would receive if the security was sold. During such periods, the daily fluctuation in value of the units in the fund may differ somewhat from an identical computation made by a fund with identical investments utilising available indications as to market value in order to value its portfolio securities. Where the value of a debt investment as determined by the amortised cost method of valuation is higher than the market price of such security and an investor redeems at a redemption price calculated on the basis of such amortised cost value, the fund may be left with a portfolio of assets whose value is much lower than the market price of the relevant securities. The remaining unitholders may therefore be worse off.

Risk relating to investments in exchange traded funds ("ETF")

If you or your portfolio invest in ETFs, you may be subject to the following risks:

- **Passive investment risks:** The ETF may be passively managed and the ETF's manager will not have the discretion to adapt to market changes due to the inherent investment nature of the ETF. Falls in the ETF's index are expected to result in corresponding falls in the value of your investments.
- **Tracking error risks:** The ETF may be subject to tracking error risk, which is the risk that its performance may not track that of the index exactly. This tracking error may result from the investment strategy used, and fees and expenses. There can be no assurance of exact or identical replication of such ETF at any time of the performance of the index.
- **Trading risks:** The trading price on the Stock Exchange of Hong Kong of the units of the ETF is driven by market factors such as the demand and supply of the units. Therefore, the units of such ETF may trade at a substantial premium or discount to the ETF's net asset value.
- **Termination risk:** The ETF may be terminated early under certain circumstances, for example, where the index is no longer available for benchmarking or if the size of the

ETF falls below a pre-determined net asset value threshold. You may not be able to recover the investments and suffer a loss when the ETF is terminated.

- General risks relating to synthetic ETFs: Derivative instruments are susceptible to price fluctuations and higher volatility, which may result in large bid and offer spreads with no active secondary market. The ETF may suffer losses potentially equal to the full value of the derivatives.

Risks of client assets received or held outside Hong Kong

Client assets received or held by the licensed or registered person outside Hong Kong are subject to the applicable laws and regulations of the relevant overseas jurisdiction which may be different from the Securities and Futures Ordinance (Cap.571) and the rules made thereunder. Consequently, such client assets may not enjoy the same protection as that conferred on client assets received or held in Hong Kong.

Transactions in other jurisdictions

Where the Investments are listed outside Hong Kong, such Investments are subject to the laws and regulations of the jurisdiction they listed and you are aware of the risks involved with investing in such products, including but not limited to differences in regulatory regime and investor protection, differences in legal systems, jurisdiction-specific costs (including tax related costs), exposure to foreign counterparty and correspondent broker risks, and exposure to the political, economic and social developments in the applicable jurisdiction. Such markets may be subject to regulation which may offer different or diminished investor protection. Further, investing in foreign jurisdictions may be more volatile and less liquid than investing in Hong Kong.

In particular, investing or transacting in the markets of foreign jurisdictions may not be regulated by the Hong Kong regulators and may not be covered by the investor compensation fund established under the SFO. Further, the recovery of the monies invested and any profits or gains may be reduced, delayed or prevented by exchange controls, debt moratorium or other rules and regulations imposed by the relevant government or regulatory bodies in the foreign jurisdiction.

For transactions in which your money, securities and/or any other assets are held with any bank, exchange, depository, clearing house, broker, agent, intermediary or any other institution in a foreign jurisdiction ("Foreign Institutions"), in the event of insolvency of the Foreign Institutions, the applicable legal and regulatory regime might be different from that of Hong Kong. In those situations, your money, securities and/or any other assets may be treated differently from the treatment which would otherwise apply if your money, securities and/or any other assets were held in Hong Kong. We will not be liable for any loss, damage, liability, cost, claim or expense arising from or in connection with the insolvency, acts or omissions of any such Foreign Institutions.

Foreign currency risks

The profit or loss in transactions in foreign currency-denominated contracts (whether they are traded in your own or another jurisdiction) will be affected by fluctuations in currency rates where there is a need to convert from the currency denomination of the contract to another currency.

Concentration risk

Your chosen Investment Strategy may invest only in a specific jurisdiction, region, sector, asset or class of assets. This may result in the portfolio or your investment being adversely affected by or depend heavily on the performance of those investments. You should also be

aware that such portfolio is likely to be more volatile than a broad-based portfolio, as such portfolio may be more susceptible to fluctuations in value resulting from limited number of holdings or from adverse conditions in their respective jurisdiction, region, sector, or asset class.

Risk of custody arrangements

Custodians or sub-custodians may be appointed in foreign jurisdictions for the purpose of safekeeping assets in those jurisdictions. Where you invest in markets where custodial and/or settlement systems are not fully developed, your assets in the Account may be exposed to custodial risk. In case of liquidation, bankruptcy or insolvency of a custodian or sub-custodian, we may take a longer time to recover assets in the Account. In extreme circumstances such as the retroactive application of legislation and fraud or improper registration of title, we may even be unable to recover all of the assets in the Account. The costs borne by you in investing and holding investments in such markets will be generally higher than in organised securities markets.

Cash deposits placed with the custodian(s) are no different in legal characteristics than any other bank deposit and are therefore exposed to increased risk in the event of bankruptcy with the account holder being a general creditor of the custodian(s).

Risk of providing an authority to hold mail or to direct mail to third parties

If you provide the licensed or registered person with an authority to hold mail or to direct mail to third parties, it is important for you to promptly collect in person all contract notes and statements of your account and review them in detail to ensure that any anomalies or mistakes can be detected in a timely fashion.