



Last updated January 5, 2026

## **OVERVIEW OF THE YIELD PRODUCT**

Below is a summary of some important points in these terms. This summary is not a substitute for reading the entire document. You should ensure you have read and understood the terms and the other documents referenced below before using the Yield Product service.

- When you use the Yield Product, you are agreeing to these terms and that you can access and have received the relevant fund or instrument documentation (including the PRIIPs Key Information Document (“KID”) where applicable, and any prospectus or offering documents).
- You must have an Airwallex (Netherlands) B.V. wallet to use this service.
- Airwallex does not provide investment advice or recommendations.
- The returns on your investments are not guaranteed and may go up or down.
- We charge fees for the Yield Product that are reflected via a separate schedule of fees and charges. We collect our fees by selling your Shares in your Funds and deducting the proceeds.
- Your capital is at risk. This is an investment product, not a deposit. The value of your investment can go down as well as up, and you may not get back the full amount you invested.
- Shares purchased in the Yield Product are investment assets and not deposits or E-money.
- If you have a complaint, please follow our Customer Complaint Procedure.

## 1. THESE TERMS

- 1.1. These Yield Product Terms (these “**Terms**” or “Agreement”) constitute a legal agreement which governs the provision of the investment Yield Product (the “**Yield Product**”) by Airwallex Capital (Netherlands) B.V. (“**Airwallex**”, “**us**”, or “**we**”) to you (“**you**”, “**your**”, or “Customer”). Airwallex and Customer are each a “**Party**” and together the “**Parties**”.
- 1.2. Please read the following additional documents which also apply to your use of the Airwallex Platform and the Yield Product and should be read together with these Terms:
  - (a) [Acceptable Use Policy](#);
  - (b) [Cookie Policy](#); and
  - (c) [Privacy Policy](#).
- 1.3. Capitalised terms that are not otherwise defined in these Terms have the meanings given in Schedule 1 (Definitions).
- 1.4. These Terms (as amended from time to time) are available on the Airwallex Platform.
- 1.5. You must not access the Yield Product unless you have first agreed to these Terms.
- 1.6. The Parties agree that the Schedules to these Terms, our Netherlands Yield Fee Schedule, any Additional Terms, and other terms referenced in these Terms are incorporated into and form part of these Terms, in each case, as may be amended, varied, supplemented, modified, or novated from time to time.
- 1.7. These Terms shall take effect from when both Parties have agreed to them, and shall continue unless and until terminated (opzeggen of ontbinden) by either Party in accordance with this Agreement.

## 2. WHO AIRWALLEX IS AND HOW TO CONTACT US

- 2.1. **Our company information.** The Yield Product is offered by Airwallex. Airwallex is authorised and supervised by the Autoriteit Financiële Markten (“AFM”) in the Netherlands, with AFM licence number 14006498. Airwallex is registered with the Dutch Chamber of Commerce under number 94494959 Registered office: Keizersgracht 125, 127, 1015 CJ Amsterdam The Netherlands. The AFM’s address is: Autoriteit Financiële Markten, P.O. Box 11723 1001 GS AMSTERDAM, the Netherlands, website <https://www.afm.nl/en/sector>.

2.2. **How to contact us.** You can contact us by:

- (a) [emailing us at: support@airwallex.com](mailto:support@airwallex.com);
- (b) [sending mail to us at: Keizersgracht 127, 1015CJ Amsterdam, the Netherlands; or](#)
- (c) [sending us a message through the contact links on our website www.airwallex.com.](#)
- (d) [calling us at +31 85 0003 369.](#)

2.3. **How we will contact you.** We will contact you using the contact details you provided when you registered with Airwallex (Netherlands) B.V. or such other contact details that you provide to us. Please keep these up to date.

2.4. Any communication that Airwallex identifies as marketing will be fair, clear, and not misleading, and will be clearly identifiable as marketing material. Marketing communications will not include investment advice and do not take into account your personal circumstances.

2.5. By using our Yield Product, you agree to receive electronic communications from us. If we have reasonable concerns about either the security of your Investment Account, or any suspected or actual fraudulent use of the Yield Product or your Investment Account, we will contact you via telephone, email, or both (unless contacting you would be unlawful or compromise our reasonable security measures). You have the right to request and receive all mandatory information on paper, free of charge.

2.6. You agree that all communications between us shall be in English.

### 3. THE YIELD PRODUCT

3.1. The Yield Product allows you to:

- (a) purchase Shares with funds held in your Wallet;
- (b) view Yield Balances in your Investment Account; and
- (c) sell Shares, and transfer resultant funds to your Wallet.

3.2. You may only use the Yield Product if you (1) first create and maintain a Wallet in good standing with Airwallex (Netherlands) B.V., (2) comply at all times with this Agreement, (3) only use the Yield Product in accordance with Applicable Laws, and (4) only use the Yield Product for commercial, and not personal, purposes.

- 3.3. By entering into these Terms, you confirm that you have read, understood and can access the following documents:
- (a) Our Best Execution Policy summary;
  - (b) Conflicts of Interest Policy summary;
  - (c) Our Risk Disclosures;
  - (d) Our Netherlands Yield Fee Schedule; and
  - (e) The Fund Documentation for any investments that you purchase via the Yield Product.
- 3.4. You accept and confirm delivery of each Fund Documentation each and every time you submit a Buy Order or Sell Order.

#### **4. GETTING STARTED**

- 4.1. To use the Yield Product, you must take the steps and provide the necessary information as prompted through the Airwallex Platform to open your Investment Account.
- 4.2. You can use the Yield Product to make Buy Orders in accordance with clause 5 and Sell Orders in accordance with clause 6.
- 4.3. You acknowledge and agree that:
- (a) we will transmit Buy Orders and Sell Orders to the Fund Manager on your behalf;
  - (b) we will not provide you with investment advice or recommendations in relation to Buy Orders, Sell Orders, or otherwise; and
  - (c) we do not owe you any duty to provide investment advice or recommendations regarding the merits of any transaction, or the merits of the financial instruments themselves, that you instruct us to undertake in relation to the Yield Product.
  - (d) you are using the Yield Product for commercial and business purposes only, and any use for personal, family, or household purposes is a breach of this Agreement.
  - (e) your business is not involved in illegal activities.
  - (f) you are a duly incorporated and validly existing business entity.

- 4.4. Your Investment Account with Airwallex facilitates the execution-only purchase and sale of Fund participations based solely on your instructions. In providing this execution-only service, Airwallex is exempt from conducting a suitability or an appropriateness assessment with consideration to your investment objectives, personal circumstances, or attitude to risk. As a result, you will not benefit from the protection of Applicable Laws on suitability or appropriateness. You agree that, if you choose to purchase the Funds, you have concluded that the Funds are suitable for you given your investor profile and financial situation. You should seek independent professional advice if you are uncertain as to whether any of the investments you can purchase using the Yield Product are suitable or appropriate for your individual circumstances or needs.
- 4.5. You shall provide Airwallex with the following information (the 'Due Diligence Information') in the form specified by Airwallex, on request:
- (a) if applicable, copies of your constitutional documents;
  - (b) description of your basic business operations;
  - (c) your enterprise email address;
  - (d) information on your legal and beneficial owners (if applicable);
  - (e) business names (both your legal and trading names);
  - (f) URL of your online sites;
  - (g) your shipping address;
  - (h) financial statements and information relating to your financial standing;
  - (i) source of wealth; and
  - (j) any other information we may reasonably request.
- 4.6. You shall provide Airwallex with any other relevant information upon Airwallex's reasonable request from time to time (including, but not limited, to when Airwallex carries out annual or such other periodic reviews of your business and account with Airwallex).

- 4.7. You agree that Airwallex may provide and receive Due Diligence Information, and other information, to and from affiliates under circumstances and subject to its privacy policy and Applicable Laws.
- 4.8. You shall notify Airwallex of any changes to the Due Diligence Information in a timely manner as soon as reasonably practicable following such change. Upon the occurrence of such change, we may in our reasonable discretion decide whether to terminate (*opzeggen of ontbinden*) the Yield Product and these Terms immediately.
- 4.9. We will check the Due Diligence Information and decide if we will provide or continue to provide you with the Yield Product.

## 5. BUY ORDERS

- 5.1. You can initiate a Buy Order through the Airwallex Platform.
- 5.2. You acknowledge and agree that you can only fund a Buy Order with funds held in your Wallet.
- 5.3. By clicking "confirm" you acknowledge and agree that you are:
  - (a) instructing Airwallex to transmit a Buy Order for execution for your designated amount and investment;
  - (b) instructing Airwallex (Netherlands) B.V. to debit your Wallet, and transfer the requested amount to Airwallex Capital (Netherlands) Stichting (the "**Foundation**") to settle executed orders;
- 5.4. If you initiate a Buy Order before the Cut-off Time, we will undertake best efforts to transmit the order on the same Trading Day on which it was initiated, but this is not guaranteed. Buy Orders initiated after the Cut-off Time will be executed on the next Trading Day.
- 5.5. Your Buy Orders may not always be executed on the same day that they are transmitted. We will notify you via the Airwallex Platform if any of your Buy Orders are rejected. A Buy Order may be rejected if, for example, you do not have available funds in your Wallet to pay for the Buy Order, or if the acceptance of an order would breach a limit that we have placed on your Investment Account. The Fund Manager may also refuse to meet your Buy Order, and we have no control over this. Technical difficulties may also prevent the transmission or acceptance of your Buy Order.
- 5.6. We will update your Yield Balance after each publication of the Net Asset Valuation of the Fund by the Fund Manager. This may take

several Business Days, and the amount of any Buy Order may be shown as a positive amount in the relevant currency marked as pending until the Yield Balance is updated.

- 5.7. We will provide a link to the Fund Documentation prior to your purchase of any Fund. You agree that you can access and receive this Fund Documentation, and that you will not input any Buy Orders unless you can access the Fund Documentation.
- 5.8. If you are purchasing a money market fund:
  - (a) The amount of your Buy Order will be aggregated with Airwallex's other Customers' pending buy orders, and the aggregated sum will be sent to the Fund Manager as a single block order to execute the trade.
  - (b) Airwallex's ledger will capture all Customer orders and track Customer ownership of Shares in the Funds.
  - (c) By T+1, Airwallex will instruct Airwallex (Netherlands) B.V. to send a single transfer amounting to the value of all aggregated client buy orders to the "Foundation". Any funds received or held by the Foundation are held in its own name but for the account and benefit of the ultimate beneficiaries, being you, the client. You will have no direct contractual relationship with the Foundation. The Foundation acts as an independent custodian in accordance with Applicable Laws, appointed by Airwallex to safeguard the client funds corresponding to the Yield Product.
  - (d) Also by T+1, a transfer for the value of all aggregated client buy orders is sent from the Foundation account to the Fund's designated Depository, whereupon the trade is settled.
- 5.9. If your Buy Order is settled for less than the requested amount, the remaining funds will be credited to your Wallet.

## **6. SELL ORDERS**

- 6.1. You can initiate a Sell Order through the Airwallex Platform.
- 6.2. You acknowledge and agree that proceeds of Sell Orders will only be credited to your Wallet as electronic money in accordance with your agreements with Airwallex (Netherlands) B.V.
- 6.3. By clicking "confirm" you acknowledge and agree that you are:

- (a) instructing Airwallex to transmit a Sell Order for execution for that amount, for the designated investment, and transfer the sale proceeds to the Foundation; and
  - (b) instructing Airwallex (Netherlands) B.V. to credit that amount to your Wallet as e-money upon receipt of the sales proceeds from the Foundation.
- 6.4. If you initiate a Sell Order before the Cut-off Time, we will undertake best efforts to execute the Sell Order on the same Trading Day on which it was initiated. Sell Orders initiated after the Cut-off Time will be executed on the next Trading Day.
- 6.5. Your Sell Orders may not always be executed on the same day that they are transmitted. We will notify you via the Airwallex Platform if any of your Sell Orders are rejected. A Sell Order may be rejected if, for example, you do not hold sufficient Shares in the Fund for the Sell Order, or if the acceptance of an order would breach a limit that we have placed on your Investment Account. The Fund Manager may also refuse to meet your Sell Order, and we have no control over this. Technical difficulties may also prevent the transmission or acceptance of your Sell Order.
- 6.6. We will update your Yield Balance after each publication of the Net Asset Valuation of the Fund by the Fund Manager. This may take several Business Days, and the amount of any Sell Order may be shown as a negative amount in the relevant currency marked as pending until the Yield Balance is updated.
- 6.7. If you are selling a money market fund:
  - (a) Your Sell Order will be aggregated with Airwallex's other Customers' pending sell orders, and the aggregated sum will be sent to the Fund Manager as a single block order to execute the trade.
  - (b) Airwallex's ledger will capture all Customer orders and track Customer ownership of Shares in the Funds.
  - (c) On T+1, a transfer of the sale proceeds from all aggregated client sell orders is sent from the Fund's designated depository manager to the Foundation account.
  - (d) On T+1, Airwallex will instruct the Foundation to send sale proceeds from the Foundation to Airwallex (Netherlands) B.V. to credit your Wallet.

## **7. BEST EXECUTION**

- 7.1. We have a regulatory duty to take all sufficient steps to provide you with the most advantageous result given the prevailing market environment. This is known as "best execution."
- 7.2. A link to our Best Execution Policy summary is provided via the Airwallex Platform, and by entering into these Terms, you confirm your acceptance of it.
- 7.3. We will notify you of any material changes to the Best Execution Policy summary. If you continue to use our Yield Product after such notification, you will be deemed to have consented to the changes.

## **8. MANUFACTURER AND TARGET MARKET INFORMATION**

- 8.1. For packaged or manufactured products, the manufacturer, its target market assessment, and key product characteristics are disclosed in the Fund Documentation or PRIIPs KID. Airwallex acts as a distributor under MiFID II Product Governance rules.

## **9. CLIENT CATEGORISATION**

- 9.1. MiFID II requires us to categorise our Customers.
- 9.2. We shall categorise you as a "retail client," also referred to as a "non-professional client," in accordance with the AFM's client categorisation criteria.
- 9.3. You confirm that, prior to directing any Buy Order, you have reviewed the Fund and Fund Documentation, and you have determined that the Fund is suitable for your investor profile and financial situation.
- 9.4. For the purposes of the Yield Product, we are not required to check, or advise you on, whether you:
  - (a) make transactions which meet your investment objectives;
  - (b) will be financially able to bear the risk of any loss that your transactions may cause; or
  - (c) have the necessary knowledge and experience to understand the risks involved in the transaction.
- 9.5. You are solely responsible for determining the suitability of this investment for your financial situation and for understanding and complying with all applicable tax obligations in your jurisdiction.

## **10. PROTECTION OF YOUR INVESTMENT**

- 10.1. The Foundation acts as the custodian of Airwallex. This means that the Foundation holds funds related to Buy Orders and Sell Orders prior to execution of a Buy Order or after execution of a Sell Order. Airwallex and the Foundation maintain an administration which reflects you and other Customers, as the case may be, as economic owners of the Shares held in the account with the Funds. Airwallex reflects your economic ownership rights in the Investment Account, which is in your name.
- 10.2. Airwallex safeguards client money and financial instruments in accordance with MiFID II and the Dutch Financial Supervision Act (Wft).
- 10.3. Client funds are held via a separate legal entity, Airwallex Netherlands Capital Stichting, and financial instruments are held with authorised custodians.
- 10.4. Full details of these arrangements and related risks are described in our Yield Product Risk Disclosure, which form part of this Agreement.

## **11. CLOSING YOUR INVESTMENT ACCOUNT**

- 11.1. If you no longer wish to use the Yield Product, you can close your Investment Account at any time by taking the steps as prompted on the Airwallex Platform.
- 11.2. By closing your Investment Account, you will also be instructing us to transmit a Sell Order for the entirety of any Yield Balance you hold (a "Divestment Order").
- 11.3. Subject to clause 10.5, we will execute a Divestment Order in the same way as we transmit Sell Orders.
- 11.4. We may deduct any fees owed to us in accordance with these Terms, and we may retain such amount from the sales proceeds.
- 11.5. You must not close your Investment Account to avoid an investigation or to avoid complying with these Terms or Applicable Laws. If you attempt to close your Investment Account during an investigation, we may suspend the Divestment Order until such time as the investigation is fully complete to protect our interests or those of a third party or for compliance with Applicable Laws.
- 11.6. After the execution of the Divestment Order, the resultant net proceeds will be transmitted to your Wallet, unless we are prevented from doing so by Applicable Laws.

## **12. FEES.**

- 12.1. Please refer to our Netherlands Yield Fee Schedule for a full explanation and list of fees that you may pay in connection with the Yield Product. The Airwallex Yield fee is charged by selling Shares in your Investment Account at the end of each month, or upon liquidation of your investment if sooner, and deducting the amount from sale proceeds, and you consent to these sales and process by agreeing to this Agreement. Please note that it takes several days at the end of each month and the beginning of the following month to process the Airwallex Yield fee. Fees are earned by Airwallex at the time the service is rendered and will be deducted from your Yield Balance on a monthly basis, or as otherwise specified in the Netherlands Yield Fee Schedule. We may change the Netherlands Yield Fee Schedule at any time by re-publishing the Netherlands Yield Fee Schedule, and the new Netherlands Yield Fee Schedule will become effective after 30 days.
- 12.2. We will provide you with ex-ante and, where required, ex-post costs and charges information showing all costs associated with the service and each instrument.
- 12.3. Airwallex does not receive or pay any fees, commissions, or non-monetary benefits from third parties in connection with the Yield Product. If such arrangements are introduced in the future, they will be structured in accordance with MiFID II inducement rules and disclosed to you in advance.

## **13. CHANGES TO THESE TERMS**

- 13.1. We may make changes to these Terms by giving you at least 30 days prior written notice, and such notice may be via email or messages via the Airwallex Platform.
- 13.2. If we do make changes, you have the option to terminate these Terms immediately by providing written notice to us during the notice period. If we do not receive any communication from you during this 30-day notice period, you will be deemed to have accepted the proposed changes, and they will apply to your use of the Yield Product from the specified effective date of the changes.
- 13.3. We may make immediate changes to these Terms without notice and with immediate effect if the changes are:
  - (a) more favourable to you;

- (b) required by Applicable Laws;
- (c) relate to the addition of a new service or enhancement of an existing Yield Product; or
- (d) changes that neither reduce your rights nor increase your responsibilities.

#### **14. TERMINATION AND SUSPENSION OF THE YIELD PRODUCT**

- 14.1. We may terminate these Terms and close your Investment Account for convenience and without stating reasons by providing you with one month's prior notice, unless we are required by Applicable Laws to do so sooner.
- 14.2. If we terminate these Terms in accordance with clause 13., you will be deemed to have given us a Divestment Order and, on or before the closure date specified in the notice given in accordance with clause 13.1, any remaining Yield Balance you hold will be sold in accordance with clause 10.2.
- 14.3. We shall credit the net sales proceeds to your Wallet unless we are prevented from doing so by Applicable Laws.
- 14.4. In certain circumstances, we may suspend, freeze, restrict, or close your Investment Account without prior notice to you, in which case, subject to our sole discretion, you will be deemed to have given us a Divestment Order in accordance with clause 10.2. However, as soon as practicable after the reasons for the suspension and/or restriction cease to exist, we will lift the suspension and/or restriction. These circumstances include, but are not limited to, if: (a) the Customer breaches Applicable Law; (b) the Customer undergoes a change of control; (c) Airwallex suspects criminal or fraudulent activity in connection with the Customer or the Customer's Account, (d) Airwallex is required to terminate the Terms by Applicable Law; (e) the Customer has breached these Terms or other applicable agreements with Airwallex affiliates; (f) the Customer has given Airwallex false or inaccurate information, or Airwallex has been unable to verify their information; (g) the Customer has been placed on restricted or prohibited lists; (h) Airwallex ceases or suspends providing its Yield Product; (i) the Customer has not paid or repaid any amounts owing to Airwallex by the date due notified by Airwallex; or (j) the Customer does not use its Airwallex account for twelve (12) months and it becomes inactive.
- 14.5. Any indemnity provisions and requirements will survive expiry or termination of these Terms.

## 15. NOTICE

- 15.1. The Parties agree that any notice to be given under or in connection with these Terms to Airwallex shall be in writing and shall be served as follows (or otherwise as notified by Airwallex to you from time to time):
  - (a) by email to support@airwallex.com; or
  - (b) by mail to us at: Keizersgracht 127, 1015CJ Amsterdam, the Netherlands.
- 15.2. The Parties agree that any notice to be given under or in connection with these Terms to you shall be in writing and shall be served as follows (or otherwise as notified by you from time to time through the Airwallex Platform):
  - (a) by mail to any mailing address we have recorded for you in your Airwallex profile;
  - (b) by email to the email address we have recorded for you in your Airwallex profile;
  - (c) by other electronic communication, such as by sending you an electronic message and referring you to a notice available for viewing or to download online or in Webapp using phone or other written records we have recorded for you in your Airwallex profile.
- 15.3. Where you provide an email address, we may send notices to, and rely on the authenticity of communications we receive from that email address, as being from and binding on you. You must ensure only you and persons with authority to act on your behalf have access to your email addresses, that they are kept secure and that you contact us immediately if you become aware or suspect any relevant unauthorised use or security compromise.
- 15.4. Notices sent by email or other electronic communication shall be deemed to be received on the day on which the communication is sent, provided that any notice sent after 17:00 hours (CET) on any Business Day or at any time on a day which is not a Business Day shall be deemed to have been given at 09:00 (CET) on the next Business Day. Notices sent by mail shall be deemed to be received seven (7) days after the letter is posted.

## **16. COMPLAINTS**

- 16.1. If you have any complaints about us or the Yield Product, you may contact us by following our complaints procedure.
- 16.2. If you are not satisfied with the decision in our final response, you may be able to, as determined by Applicable Law, refer your complaint to The Financial Yield Product Complaints Tribunal (Klachteninstituut Financiële Dienstverlening, "**KIFID**") . The eligibility criteria and the procedures involved are available from KIFID Den Haag Postbus 93257 2509 The Hague, The Netherlands and on their website at <https://www.kifid.nl/about-kifid/>.

## **17. DATA PRIVACY**

- 17.1 Please refer to the [Airwallex Privacy Policy](#) for information on our privacy practices and procedures.

## **18. CONFIDENTIALITY**

- 18.1. The Parties agree that they shall:
  - (a) treat as confidential all Confidential Information obtained from the other Parties under these Terms;
  - (b) use the other Parties' Confidential Information solely for the specific purposes for which it was disclosed;
  - (c) not publish or otherwise disclose to any person the other Parties' Confidential Information without the owner"s prior written consent; and
  - (d) take all action reasonably necessary to secure the other Parties" Confidential Information against theft, loss or unauthorised disclosure.
- 18.2. Each Party may disclose Confidential Information only if it can demonstrate that the Confidential Information:
  - (a) is required to be disclosed by any court of competent jurisdiction, regulatory authority, or by Applicable Law;
  - (b) was lawfully in its possession prior to disclosure to it by any other Party without an obligation restricting disclosure;
  - (c) is already public knowledge or which becomes so at a future date (otherwise than as a result of breach of this clause 22;

- (d) is received from a third party who is not under an obligation of confidentiality in relation to the information; or
- (e) is developed independently without access to, or use or knowledge of, the Confidential Information.

## **19. INVESTOR COMPENSATION SCHEME**

19.1 The Yield Product is covered by the Investor Compensation Scheme, if you meet the Investor Compensation Scheme eligibility criteria. Claims under the Investor Compensation Scheme may arise if there is fraud or other administrative malpractice or when an investment firm is unable to fulfill its obligations as a result of operational errors. The Investor Compensation Scheme does not cover investment risk, such as when an investor has bought investments which then fall in value.

## **20. LIMITATION OF LIABILITY**

- 20.1 Nothing in these terms excludes or limits either Party's liability where it would be a violation of Applicable Law to do so or contrary to any other provision in these terms. This includes a Party's liability for:
- (a) death or personal injury resulting from its negligence;
  - (b) its own gross negligence (*bewuste roekeloosheid*) or wilful misconduct (*opzet*);
  - (c) fraud or fraudulent misrepresentation; or
  - (d) all sums properly due and payable under these terms.
- 20.2 Direct Losses will generally be recoverable under these terms. However, save as otherwise stated in these terms, neither Party will be liable for any Indirect or Consequential Losses.
- 20.3 Airwallex's total aggregate liability to you for all Actions arising under these terms will not exceed the total amount of fees paid by you to Airwallex during the one (1) year period prior to the date the liability first arose.
- 20.4 Damages alone may not be an adequate remedy for breach and accordingly either Party will be entitled to seek the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach.
- 20.5 Each Party agrees to use reasonable endeavours to mitigate any loss in respect of which it is indemnified under these terms.

20.6 Airwallex shall not be liable for any losses involving technical issues or failures with respect to any third party or third party interface. To the extent permitted by Applicable Laws, Airwallex is not responsible for any claim or loss for reasons outside of its control, including but not limited to interruptions of service due to government or market restrictions, suspensions of trading, the action of any exchange or other self-regulatory organization, high market volatility or trading volume, armed conflicts, natural disasters, forces of nature (including earthquakes and storms), power outages, network or systems failures, unforeseeable software or hardware malfunctions, computer viruses, message interruption, and instances of unauthorized access or breach of security.

## **21. INDEMNIFICATION**

21.1. You agree to indemnify us against all losses, damages, costs (including reasonable legal fees) and expenses incurred or suffered by us in connection with or as a result of: (a) your breach of these terms, failure to comply with Applicable Laws, or your use or misuse of our Yield Product.

## **22. LANGUAGE**

22.1. These Terms are concluded in English and all communications (including any notices or the information being transmitted) shall be in English. If these Terms or any part of it is translated (for any proceedings, for your convenience or otherwise) into any other language, the English language text of these Terms shall prevail.

22.2. Schedule 1 (Definitions), and your requirements under these Terms shall survive the termination of these Terms and continue to bind you.

## **23. GOVERNING LAW**

- 23.1. These Terms and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of the Netherlands. If you are a consumer residing in the EU and the laws of the country in which you habitually reside provide for mandatory consumer protections that are more beneficial than the provisions of the governing law specified in these terms, those protections will apply to you as well to the extent they cannot be lawfully excluded.
- 23.2. Each party agrees that where you are not a consumer, the courts of Amsterdam, the Netherlands shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms. If you are a consumer residing in the EU, you may also bring judicial proceedings relating to the Service before the competent court of your country of residence and we may only bring judicial proceedings against you in your country of residence.

## **24. FATCA and CRS**

- 24.1 Under the Common Reporting Standard (CRS) and the Foreign Account Tax Compliance Act (FATCA) regulations, we may be obliged to collect certain information about you, your Wallet, your Investment Account, or your transactions for the purposes of reporting. We have the right to provide such information to any tax authority or other relevant authority or governmental body and they may exchange this information with tax authorities of other jurisdiction(s) pursuant to intergovernmental agreements signed between different countries regarding the exchange of financial account information or otherwise. You may need to provide us with further information, if we ask for it in order to comply with our reporting obligations.
- 24.2 To the greatest extent permitted by applicable law, we will not be liable to you for any losses you may suffer as a result of our complying with legislation, regulations, orders, or agreements with tax authorities in accordance with this condition, or if we make an incorrect determination as to whether or not you should be treated as being subject to tax or tax reporting obligations where the incorrect determination results from our reliance on incorrect information provided to us by you or any third party.

## **25. SET-OFF**

- 25.1. If at any time an amount payable by you under these Terms or any other agreement with us or our Affiliates is due but unpaid, we may withhold payment of any amount that is payable by us to you until you

have made payment of the amount that you owe us, to the extent permitted by Applicable Laws. We may set off any amount that you owe us against any amount that we owe you. We may apply any credit balance in any account you have with us in and towards satisfaction of, or payment of, any of your obligations to pay an amount which is then due under these Terms or any other agreement you have with us or our Affiliates.

## **26. FURTHER ASSURANCES**

- 26.1. You agree, at your own expense, to:
- (a) execute and do everything else reasonably necessary or appropriate to bind you under these Terms; and
  - (b) use your best endeavours to cause relevant third parties to do likewise.
- 26.2. If we determine that any part of these Terms (or a transaction in connection with it) is or contains a security interest under Applicable Laws, you agree to do anything (such as obtaining consents, signing and producing documents, getting documents completed and signed and supplying information) which we ask and consider necessary for the purposes of:
- (a) ensuring that the security interest is enforceable, perfected and otherwise effective;
  - (b) enabling us to apply for any registration, or give any notification, in connection with the security interest so that the security interest has the priority required by us; or
  - (c) enabling us to exercise rights in connection with the security interest.
- 26.3. Everything you are required to do under this clause 25 is at your expense. You agree to pay or reimburse our reasonable costs, charges and expenses in connection with anything you are required to do under this clause.

## **27. THIRD-PARTY RIGHTS**

- 27.1. No provision of these Terms shall be interpreted as intended to grant rights to, or be enforceable by, any third party within the meaning of section 6:253(2) of the Dutch Civil Code, save that any obligations of the Customer under these Terms owed to Airwallex's Affiliates each of whom may enforce the terms of these Terms against Customer.

## **28. SERVICE PROVIDERS**

- 28.1. You acknowledge and agree that:
- (a) we may work with third parties (including any affiliate of Airwallex) to provide the Yield Product;
  - (b) if you are not a consumer, and if you receive information from us regarding, or provided by, such third parties, you will not rely on such information and will not make any claims against us or the third party in relation to such information. If you are not a Consumer, you agree that you bear all risk and responsibility if you choose to rely on such information in contravention of this clause;
  - (c) if you are a consumer, and if you receive information from us provided by such third parties, you will not rely on such information and will not make any claims against us in relation to such information, unless we have expressly agreed that we are responsible for the accuracy of such information.
- 28.2. If we use a third party to provide the Yield Product, you acknowledge that the Yield Product are provided by Airwallex to you and not by the third party, unless any Additional Terms for the use of a Service or feature of a Service specifically provide otherwise in writing.
- 28.3. If we use a third party to provide the Yield Product, we will ensure that the third party complies with Applicable Laws.

## **29. REPRESENTATIONS AND WARRANTIES**

- 29.1. Airwallex warranties. We represent and warrant that:
- (a) we have the right, power and authority to enter into these terms and to perform all of our obligations under it;
  - (b) the Yield Product and the Airwallex Platform will be provided in accordance with generally accepted industry standards;

- (c) we have used, and will continue to use, reasonable commercial efforts to provide the Yield Product.

### **30. TAXES**

- 30.1. Airwallex does not provide tax advice. You are responsible for all tax reporting and payment obligations on any income or capital gains from your investments. Annual tax statements may be provided if required by law; please seek independent tax advice if unsure.
- 30.2. All sums payable by you in connection with this Agreement shall be exclusive of all taxes. If any tax or similar charge is required by law to be withheld from such payments, the amount payable by you shall be increased to the extent necessary to ensure that it is equal to the amount that is owed.

### **31. RECORDINGS**

- 31.1. We record and retain all telephone and electronic communications relating to transactions for at least five years, or up to seven years if requested by the AFM, in accordance with MiFID II Art 16(7). You agree that such records shall be binding and conclusive on you.

### **32. INSTANT WITHDRAWALS**

- 32.1. In the event that Airwallex (Netherlands) B.V. makes instant withdrawals available to a Customer, the Customer will receive the funds in their Airwallex (Netherlands) B.V. wallet on an expedited basis after the transmission of a Sell Order. Airwallex is not directly involved in instant withdrawals, and Airwallex (Netherlands) B.V. has discretion on whether to make instant withdrawals available to a Customer.

### **33. GENERAL PROVISIONS**

- 33.1. This Agreement constitutes the entire agreement between you and Airwallex with respect to the Yield Product and supersedes all prior or contemporaneous communications and proposals, whether oral or written.
- 33.2. You may not assign or transfer any of your rights or obligations under this Agreement without the prior written consent of Airwallex. Airwallex may assign or transfer its rights and obligations under this Agreement without your consent.
- 33.3. The failure of Airwallex to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

- 33.4. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall remain in full force and effect. If such provision would be valid, enforceable and legal if some part of it were modified or deleted, the provision will apply with the minimum modification necessary to make it legal, valid and enforceable.
- 33.5. Airwallex shall not be liable for any delay or failure to perform its obligations under this Agreement due to any cause beyond its reasonable control, including but not limited to acts of God, war, terrorism, riots, embargoes, strikes, lockouts, natural disasters, disruptions in communication or utilities, or actions of governmental authorities.
- 33.6. The Yield Product is subject to all Applicable Laws. Airwallex shall have the right to take any action it deems necessary to comply with Applicable Law, which may include restricting or terminating your access to the Yield Product.
- 33.7. The words "including," "include," "for example," "in particular," and words of similar effect shall not be deemed to limit the general effect of the words which precede them.
- 33.8. Reference to any agreement, contract, or document shall be construed as a reference to it as changed from time to time. Reference to a Party shall be construed to include its successors and permitted assignees or transferees. Words importing persons shall include natural persons, bodies corporate, unincorporated associations and partnerships (whether or not any of them have separate legal personality). Words importing the singular shall include the plural and vice versa. The headings, index, and front sheet are all for reference only and shall be ignored when construing this Agreement. Reference to any legislative provision shall be deemed to include any statutory instrument, by law, regulation, rule, subordinate or delegated legislation or order and any rules and regulations which are made under it and any subsequent re-enactment or amendment of the same. If there is any inconsistency between this Agreement and any Additional Terms, then the Additional Terms prevail to the extent of the inconsistency.
- 33.9. Nothing in these Terms will be construed as creating an agency, a partnership, or joint venture between the Parties, constitute any Party being the agent of the other Party, or authorise any Party to make or enter into any commitments for or on behalf of the other Party. Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

- 33.10. Time shall in all respects be of the essence in the performance of all your obligations under this Agreement.
- 33.11. Airwallex may make payment of any amounts owing to you by crediting your Account.
- 33.12. We may still enforce all or part of this Agreement even if we delay in enforcing it.
- 33.13. This Agreement supersedes any previous agreement between you and Airwallex.

## SCHEDULE 1 - DEFINITIONS

In these Terms, unless otherwise defined in these Terms itself, the following terms have the following meanings (for both the singular and plural):

<p><b>Affiliate</b></p> <p>means: (a) a director, officer, partner, member, manager, executor or trustee of such person and (b) any person directly or indirectly controlling, controlled by, or under common control with, that person. For purposes of this definition, “control,” “controlling,” and “controlled” mean having the right to elect a majority of the board of directors or other comparable body responsible for management and direction of a person by contract, by virtue of share ownership or otherwise.</p>
<p><b>AFM</b></p> <p>means the Dutch Authority for the Financial Markets (<i>Autoriteit Financiële Markten</i>) or any successor or replacement body.</p>
<p><b>Applicable Laws</b></p> <p>means any applicable law, regulation, rule, policy, judgment, decree, order or directive, at a state or local level, including, without limitation, any regulatory guidelines or interpretations or regulatory permits and licenses issued by governmental or regulatory authorities having jurisdiction over the relevant Party, that are applicable to a Party or its business or which the Party is otherwise subject to, in each case in force from time to time.</p>
<p><b>Airwallex API</b></p> <p>means the technical interface setting out the protocols and specifications required to effect an integration of your technical systems with the Airwallex Platform for you to use our Yield Product.</p>
<p><b>Airwallex Platform</b></p> <p>means the proprietary technology and associated products (including but not limited to those found on the Webapp and through an Airwallex API) devised by Airwallex to provide Customers with Yield Product including access to the Yield Product and Investment Account.</p>

**Business Day**

means any day on which the Funds are open for trading.

**Buy Order**

means an instruction from you to us to buy Shares on your behalf at the price issued at the next Net Asset Valuation.

**Commencement Date**

means the date you agree to these Terms and that we have approved your account).

**Confidential Information**

means these Terms and information relating to them, or provided pursuant to them, that is designated as “confidential” or which by its nature is clearly confidential, howsoever presented, whether in oral, physical or electronic form and which is disclosed by one Party to another hereunder, including (but not limited to) pricing and specifications relating to the Yield Product.

**Cut-off Time**

Means the deadline specified for each Fund by which Buy and/or Sell Orders must be received to be executed on the same Trading Day. The specific Cut-off Time for each Fund is detailed in our Netherlands Yield Fee Schedule.

**Fund**

This refers to the investment funds listed in our "Netherlands Yield Fee Schedule.", which is available through the Airwallex Platform.

**Fund Documentation**

means the documents published by a Fund, including but not limited to the Fund prospectus and Key Information Document.

**Fund Manager**

Means the company responsible for the day-to-day management of any of the respective Funds, either directly or by way of delegation. The Fund Managers, together with the respective Funds that they manage, are listed in the Netherlands Yield Fee Schedule and may be updated from time to time.

**Investment Account**

Means the account opened by you with Airwallex for the purposes of using the Yield Product and investing in Funds.

**Net Asset Valuation**

is the aggregate value of the securities and other assets allocated to the Fund as used by the Fund Manager to determine the valuation of the Shares each Trading Day.

**Payout and FX Terms**

means the Payout and FX Terms entered into by you and Airwallex (Netherlands) B.V..

**Sell Order**

This is an order you give to Airwallex Capital to sell shares from your Investment Account. The sale will be executed at the price set by the fund's next official valuation (Net Asset Valuation).

**Terms**

means these yield product terms for EEA Customers.

**Trading Day**

Means a Business Day when your order gets executed. For the Orders to get executed on the same Trading Day, they need to be initiated before the Cut-off Time.

**Shares**

means either the whole or a fraction of a share issued by the Fund Manager, which represents your participation in and associated rights relating to the capital of the Fund.

**Wallet**

means the electronic money account in your name provided by Airwallex (Netherlands) B.V. in accordance with your agreements with them..

**Webapp**

means the user interface that you may use to access the Airwallex Platform and our Yield Product.

**Yield Balance**

means the net value of the Shares that you have invested in the Funds.