



## MEXICO ADDENDUM TO UNITED STATES SUPPLEMENT TO THE MAIN TERMS

### 1. Scope.

- (a) The provisions of this Mexico Addendum to United States Supplement to Main Terms (the “**Mexico Addendum**”) only apply to the US Parties, though other parties may be listed as beneficiaries of the provisions herein. In the event of a conflict between the terms of the Mexico Addendum and any other provision of this Agreement, the terms of this Mexico Addendum shall prevail.
- (b) Where Customer US has a principal place of business in the United Mexican States (“**Mexico**”), and/or where Customer US intends for any Customer Affiliate or Connected Account with a principal place of business in Mexico to receive Services from Airwallex US or any Airwallex Affiliate under this Agreement, Customer US shall agree to all terms herein.

### 2. Representations and Warranties. Where Customer US, the Customer Affiliates, and the Connected Accounts, or any of them, maintains a principal place of business or registered address within Mexico, Customer US represents and warrants:

- (a) With respect to all activities in, or directed toward, Mexico, Customer US is in compliance with, and shall throughout the Term remain in compliance with, all applicable Mexican laws, statutes, regulations, declarations, decrees, directives, legislative enactments, orders, ordinances, judgements from a court or tribunal, rules (including rules of a recognised stock exchange), industry standards or guidance, or other binding instruments which implement any of the foregoing, in each case as amended, consolidated, reenacted, or replaced from time to time (collectively “**Applicable Mexican Laws**”);
- (b) In particular, Customer US is in compliance with, and shall maintain compliance throughout the Term with, Applicable Mexican Laws related to:
  - (i) economic sanctions, embargoes or similar restrictive measures;
  - (ii) solicitation activities of any form, including solicitation activities regulated by Comisión Nacional Bancaria y de Valores or Banco de México;
  - (iii) payments; money services; financial services; obtaining funds from the public; bank deposits; securities; mutual funds; offshore investments; and any solicitation activities related thereto; and
  - (iv) bribery, corruption, money laundering, fraud, and other financial crimes; and
- (c) The Platform Agreement does not violate Applicable Mexican Laws;
- (d) Customer US has developed policies and procedures inclusive of the requirements of Applicable Mexican Laws and implemented a compliance program reasonably designed to ensure compliance with Applicable Mexican Laws by Customer US and the Customer Affiliates and Connected Accounts, as applicable.



**3. Undertakings.** Customer US undertakes, acknowledges and agrees that:

- (a) Customer US may not use the Airwallex Marks in connection with activities in, or directed toward, Mexico, including in marketing or advertising, and shall ensure that Customer Affiliates, if any, refrain from such usage of the Airwallex Marks;
- (b) Airwallex US shall not be required to undertake any activities in, or directed toward, Mexico;
- (c) With respect to all prospective and actual Connected Accounts, Customer US shall specify in the Platform Agreement and any other communications that mention Airwallex that Airwallex US provides services only within the jurisdiction of the United States and must refrain from any statement, implied or direct, that Airwallex US provides services in, or directed toward, Mexico;
- (d) Customer US shall immediately notify Airwallex US in writing in accordance with Clause 17.2 of the Main Terms & Conditions if Customer US suspects or becomes aware of the occurrence of the following conditions (the “**Offending Conditions**”):
  - (i) any of the representations and warranties in Clause 2 of this Mexico Addendum, has ceased to be true and correct, temporarily or permanently, whether in a material or immaterial respect; or
  - (ii) Customer US or a Customer Affiliate, has used the Airwallex Marks in connection with activities in, or directed toward, Mexico, including in marketing or advertising.

**4. Additional Rights of Suspension & Termination.** Airwallex US may suspend the Services if it reasonably suspects or becomes aware of the occurrence of any Offending Conditions. Where such reasonable suspicion cannot be resolved to the satisfaction of Airwallex US, or where the Offending Conditions have not been, or cannot be, cured, in each instance in a manner or on a timeframe satisfactory to Airwallex US in its sole discretion, Airwallex may terminate this Agreement immediately.

**5. Liability and Indemnity.**

- (a) Customer US shall be liable for all Losses to the Airwallex Indemnitees, or any of them, resulting from Customer US’s breach of this Mexico Addendum.
- (b) Customer US shall defend, hold harmless, indemnify, and keep indemnified the Airwallex Indemnitees from and against any liability, Losses, or damage threatened to, or suffered by, the Airwallex Indemnitees, or any of them, arising from claims, demands, Lawsuits, actions, causes, costs, counsel fees, expenses, damages, judgments, and decrees (each a “**US Claim**”) caused by, or resulting from, the breach of this Mexico Addendum by Customer US and/or the Customer Affiliates, or any of them.
- (c) Notwithstanding anything to the contrary in any other part of this Agreement, Customer US’s liability and obligations under Clause 5(a) and 5(b). of this Mexican Addendum shall not be limited.
- (d) Upon receipt of notice or awareness of a US Claim potentially qualifying for defense or indemnity under Clause 5(c), Customer US or Airwallex US, as applicable, will notify the other party promptly.



- (e) For each US Claim qualifying for defense or indemnity under Clause 5(b):
- (i) As to the portions of such US Claim that would *not* result in direct liability to Customer US or a Customer Affiliate (excluding defense and indemnity liability under this Mexican Addendum), the relevant Airwallex Indemnitees shall exercise sole control, without objection or interference from Customer US, over the selection of defense counsel, the direction of the defense, and any settlement or informal resolution; and
  - (ii) As to portions of such US Claim that would result in direct liability to Customer US and/or a Customer Affiliate (excluding defense and indemnity liability under this Mexican Addendum), the US Parties shall cooperate in good faith in the selection of defense counsel and the direction of the defense; provided that any settlement of such matters shall require the written consent of Airwallex US and all other Airwallex Indemnitees directly implicated thereby.