

THIS CONTINGENT LOAN AGREEMENT is made on the date the Lender makes a Request under clause 2.1. of this document.

between

Parties:

1. Alize Hegmann (Lender).
2. Kasu, Reg No#: 402812, WB Corporate Services (Cayman) Ltd., PO Box 2775, 71 Fort Street, 3rd Floor, Grand Cayman, KY1-1111, Cayman Islands (Borrower).

Background:

1. The Lender has agreed to provide a business loan to the Borrower, for on-lending.
2. The Lender and Borrower have agreed to enter this loan transaction on the basis of the terms and conditions set out in this Agreement.

Witnesses:

1. Definitions and Interpretation

1.1 Definitions

- Agreement means this contingent loan agreement, and the relevant Business Lending Opportunity.
- Amendment Notice means a notice that Kasu provides the Borrower which sets out the outstanding Loan Amount and accrued capitalised Interest, and a proposal as to if and how it will be satisfied.
- Apxium means Onebox Professional Pty Limited ABN 52 613 105 561 or OneBox Services Pty Ltd ABN 88 613 105 776, both trading as Apxium and/or nominee.
- Business Lending Opportunity means a unique Business Lending Opportunity displayed on the Kasu Platform offered by the Borrower, including the Loan Amount, Value Type, and Charges
- Charges means the fees, charges and costs displayed on the Kasu Platform that the Borrower levies on the Loan, from the Lender, in exchange for making the Loan Amount available to an End Borrower through the Business Lending Opportunity.
- Deployment Date means the date that the Loan Amount is deployed by the Borrower to Apxium, and which may be more than 30 days since the Loan Amount is made available by the Lender.
- End Borrower means the non-individual business who the Borrower, though Apxium as intermediary, is the recipient of the Loan Amount less the Charges.
- Interest means a value amount of the Loan Amount which may be fixed or variable, and not contingent upon any other factors.
- Interest Rate means the fixed or variable interest rate specified in the particular Business Lending Opportunity, and is not contingent on other factors.
- Kasu means Kasu, Reg No#: 402812, WB Corporate Services (Cayman) Ltd., PO Box 2775, 71 Fort Street, 3rd Floor, Grand Cayman, KY1-1111, Cayman Islands. Kasu does not hold an Australian Credit licence, or Australian Financial Services licence.
- Kasu Platform means the digital platform upon which Kasu makes available one or more Business Lending Opportunities, and this Agreement.
- Loan means, at any time and from time to time, the Loan Amount and aggregated capitalised Interest accrued and outstanding to the Borrower.
- Loan Amount means the amount of the Value Type specified in the Business Lending Opportunity.
- Loyalty Status means the classification assigned to each Lender described at Schedule 1.
- NCCP means the National Consumer Credit Protection Act 2009 (Cth).
- Term means the term duration between the Deployment Date and, for a variable Loan the receipt of a valid Withdrawal Notice by the Borrower, or for a fixed loan the end of the fixed rate period.
- Tranche means a separate collection of Business Lending Opportunities made available by the Borrower to a Lender.
- Token means a unique digital asset token representing Borrowers' rights under this Agreement.
- Value Type means the form of the value specified in the Business Lending Opportunity, which may be in fiat currency or digital currency.
- Withdrawal Notice means a written request to withdraw all or part of a variable Loan Amount and capitalised Interest less the Charges from Kasu in a form specified on the Kasu platform.

2. Request

2.1 The Lender has requested the Borrower to pay the Loan Amount in connection with a specific Business Lending Opportunity (Request) by publishing the Business Lending Opportunity.

2.2 The Borrower has provisionally accepted the Request, subject to a reasonable period (Provisional Period), during which Kasu will assess the provision of information required to satisfy Kasu's AML / CTF requirements and sanctions obligations.

3. Provision of Loan Amount

3.1. The Lender has:

3.1.1. accepted the Request by clicking on the designated areas of the Business Lending Opportunity; and

3.1.2. agreed to pay the Loan Amount to the Borrower immediately for the period of the:

A. Provisional Period; and

B. the Term.

3.2. The Lender agrees that where the aggregate value of all Loans and queued loan requests they provide via the Kasu Platform becomes equal to or greater than 350,000 USDC, the terms of this Agreement will apply to all lending provided by the Lender and supersede any and all terms applying to any and all previous Loan(s) provided by the Lender via the Kasu Platform. The terms of this Agreement will continue to apply in the event that a Lender's aggregate lending is reduced to value below 350,000 USDC but above 0 USDC.

3.3. The timing, Value Type and payment mechanism of the Loan Amount must be paid in the form specified in the Business Lending Opportunity.

3.4. In recognition of the Loan Amount, the Borrower will provide the Lender with one or more Tokens which record their interests under this agreement.

4. Interest

4.1 Interest in respect of the Loan is calculated and accrued every 7 days or at such other intervals as specified by the Borrower, from the Deployment Date.

4.2. The interest rate payable will be at the rate specified in the Business Lending Opportunity.

4.3. Interest is capitalised on the Loan.

5. Application of Loan Amount

Kasu will transfer the Loan Amount, less Charges, to Apxium to make available to End Borrowers. The Lender's rights are limited to Kasu under this Loan Agreement, and contingent on:

5.1. Apxium's and the End Borrower's actions as set out in clause 6.2; and

5.2. the priority and Tranche specified in the Business Lending Opportunity.

6. Withdrawal Rights and Repayment Priority

6.1. Withdrawal Notice

6.1.1. If the Lender wishes to withdraw all or a part of its Loan Amount, it must submit a Withdrawal Notice to the Borrower. The Withdrawal Notice must specify the amount to be withdrawn and comply with any other requirements outlined by the Borrower in the Business Lending Opportunity on the Kasu Platform.

6.1.2. If the Lender has entered into a fixed Loan, they are unable to submit a Withdrawal Notice or make a withdrawal, in whole or in part, during the fixed period. Lenders that wish to be repaid at the expiry of the fixed rate period must notify the Borrower via the Kasu Platform at least 28 days prior to expiry of the fixed rate period. In that event, repayment by the Borrower will be subject to clauses 6.2(b)(i) and 6.2(c) and the Borrower shall repay the loan no later than seven days after expiry of the fixed rate period. In the event that the Lender does not make such a notification, on expiry of the fixed rate period, the Lender's fixed Loan automatically converts to the prevailing variable interest rate, at which time the Lender will be subject to the normal Withdrawal Notice process as set out in this clause 6.

6.2. Contingent Repayment of Withdrawn Amounts

Upon receipt of a valid Withdrawal Notice - which applies only to variable Loans - the Borrower:

6.2.1. shall repay the Loan, or any lesser amount specified in the Withdrawal Notice, to the Lender within 90 calendar days;

6.2.2. the Borrower's obligations under 6.2(a) are contingent on:

A. the End Borrower repaying the sum of the Loan to Apxium, and Apxium repaying that amount to Kasu within that time period; and

B. the priority of the Lender's Loyalty Status set out in clause 6.3 below.

6.2.3. If a lesser amount than the full Loan is repaid to Kasu, then Kasu will:

A. repay this sum to the Lender, which for variable loans is also subject to the priority set out in clause 6.3 below; and

B. Kasu, acting reasonably, will provide the Lender with an Amendment Notice.

6.3. Withdrawal priority based on Loyalty Status

6.3.1. The Loyalty Status of a Lender is determined by the criteria set forth in Schedule 1 of this Agreement.

6.3.2. Where multiple Lenders lend to a Business Lending Opportunity that is a variable loan, Lenders with higher Loyalty Status shall receive priority in the repayment of their withdrawn amounts over Lenders with lower Loyalty Status.

6.3.3. If multiple Lenders within the same Loyalty Status submit Withdrawal Notices for a Business Lending Opportunity that is a variable loan, the repayment amount, if less than the total Loan, will be distributed pro-rata as between them and together with an Amendment Notice.

7. Forced withdrawal

Kasu reserves the right to terminate a Lender's variable or fixed Loan at any time and without notice. In the event that Kasu terminates a Lender's Loan in such circumstances, the Lender will receive interest at the rate specified in the Business Lending Opportunity up to and including the date of termination. The Lender agrees that payment of interest by Kasu up to and including the date of termination is in full satisfaction of their rights under this Agreement and applicable law and holds Kasu harmless in such circumstances.

8. Immediate withdrawal

Based on a Lender's activity on the platform or due to the application of applicable laws including but not limited to laws restricting money laundering and terrorism financing, Kasu reserves the right in its absolute discretion to immediately and without notice suspend a Lender's access to their funds and/or to effect an immediate withdrawal of their Loan. In the event of an immediate withdrawal, Kasu will pay and the Lender agrees to receive interest only up to the end of the immediately prior seven day interest interval.

9. Representations and warranties

9.1. Each party represents and warrants to the other that:

9.1.1. it has full power and authority to enter into and do all things under this Agreement;

9.1.2. that they have taken independent legal and financial advice on this Agreement; and

9.1.3. for the Lender, that:

A. they are not in the business of providing credit as defined by the NCCP;

B. the economic value of the Loan Amount is set at the date of the Deployment Date at the prevailing conversion rate to United States dollars;

C. that they are wholly responsible for the safeguarding of tokens provided to them in connection with this Agreement; and

D. that their assignment of the Token, and entry into this Agreement, is legally permitted in their jurisdiction.

10. General

10.1. Confidentiality

The Lender must:

10.1.1. keep the terms of this Agreement confidential, and must not disclose the details of it; and

10.1.2. not disclose any information that identifies an End Borrower, if or as obtained in connection with this Loan Agreement.

10.2. Acceptance

The acceptance of the Borrower's request, and entry into this Contingent Loan Agreement, will be taken to have occurred when the Lender receives a Token.

10.3. Assignment

This Agreement is binding on the parties and neither party may assign this Agreement or any of its rights or obligations under this Agreement.

10.4. Governing law and jurisdiction

This agreement takes effect, is governed by, and will be construed in accordance with the laws from time to time in force in the State of South Australia, Australia. The parties submit to the non-exclusive jurisdiction of the courts of the State of South Australia, Australia.

Schedule 1. Loyalty Status Criteria

Obtain rKSU to Achieve a Loyalty Level

Lenders must lock KSU to obtain the required levels of rKSU relative to their lending (outlined in the Loyalty Level 1 and Loyalty Level 2 explanations below) to achieve a Loyalty Level in order to activate the following utility/benefits:

- Priority access to Business Lending Opportunities available on Kasu including loan Tranches in the case that they are oversubscribed.
- Priority for Withdrawal Requests from existing Lending.
- Additional interest (bonus interest) on all lending on Kasu, awarded in KSU tokens (subject to change according to liquidity demand and supply requirements).

Each KSU locking period detailed below will entitle a Lender to a multiplier on the specific amount of temporary, non-redeemable and non-transferrable, rKSU that will accumulate, so long as KSU remains locked. A synthetic value is applied to rKSU, which is pegged to the KSU price (i.e. if the price of KSU rises, so will the synthetic value of rKSU; and if the price of KSU falls, so will the synthetic value of rKSU).

The amount of rKSU obtained is based on a multiplier applied to the amount of locked KSU:

- This multiplier varies according to a Lender’s locking period, per the below table.
- The synthetic value of a Lender’s rKSU balance, relative to the total combined value of a Lender’s current USDC lending (inclusive of queued USDC Lending Requests that have yet to be cleared) across all Business Lending Opportunities determines a Lender’s Loyalty Level (outlined in the Loyalty Level 1 and Loyalty Level 2 explanations below)).

rKSU MULTIPLIER BASED ON KSU LOCKING DURATION

KSU Locking Duration - 30 days	rKSU Multiplier - 0.05X (5%)
KSU Locking Duration - 180 days	rKSU Multiplier - 0.25X (25%)
KSU Locking Duration - 360 days	rKSU Multiplier - 0.50X (50%)
KSU Locking Duration - 720 days	rKSU Multiplier - 1.00X (100%)

For example, a Lender that locks 100 KSU for 30 days will receive 5 rKSU. Similarly, a Lender that locks 100 KSU for 360 days will receive 50 rKSU. The manner in which a Lender’s rKSU is used to determine their Loyalty Level (and associated utility/benefits) is described below.

No Loyalty Level

If the synthetic value of a Lender’s rKSU balance, relative to their total combined value of current USDC lending (inclusive of queued USDC Lending Requests that are yet to be cleared) across all Business Lending Opportunities is less than 1%, then the Lender will not achieve a Loyalty Level. The Lender therefore will not be entitled to the following utility/benefits:

- Priority access to Business Lending Opportunities available on Kasu including loan Tranches in the case that they are oversubscribed.
- Priority for Withdrawal Requests from existing Lending.
- Additional interest (bonus interest) on all lending on Kasu, awarded in KSU tokens (subject to change according to liquidity demand and supply requirements).

For example, a Lender has 1,500 USDC in existing lending, and a further 100 USDC queued Lending Requests (that have yet to be accepted). The Lender has also purchased and locked 200 KSU for 30 days. The 0.05x rKSU multiplier (per the above table) provides the Lender with 10 rKSU. For the purposes of this calculation, it is assumed that the current price of KSU is 1 USDC. Therefore, the synthetic value of the Lender’s 10 rKSU is 10 USDC.

Based on the formula outlined above, this ratio of the Lender’s rKSU to current USDC lending (inclusive of queued Lending Requests that have yet to be accepted) is as follows:

$$\text{rKSU synthetic value} / (\text{Current Lending} + \text{Queued Lending Requests})$$

The resultant output demonstrates that it is less than 1%. Therefore, the Lender has not achieved a Loyalty Level:

$$10\text{USDC} / (1,500\text{USDC} + 100 \text{ USDC}) = 0.63\%$$

Loyalty Level 1

If the value of a Lender's rKSU balance, relative to their total combined value of current USDC lending (inclusive of queued USDC Lending Requests that are yet to be cleared) across all Business Lending Opportunities equals 1% but less than 5%, then the Lender will achieve Loyalty Level 1. This entitles the Lender to the following utility and benefits:

- Second order priority access to Business Lending Opportunities available on Kasu including loan Tranches in the case that they are oversubscribed (behind Loyalty Level 2)
- Second order priority for Withdrawal Requests from existing Lending (behind Loyalty Level 2) but only for variable interest rate loans (not fixed interest rate loans).
- Additional interest (Loyalty Level 1 bonus interest) on all lending on Kasu, awarded in KSU tokens (subject to change according to liquidity demand and supply requirements).

For example, a Lender has 400 USDC in existing lending, and a further 100 USDC queued Lending Requests (that have yet to be accepted). The Lender has also purchased and locked 200 KSU for 30 days. The 0.05x rKSU multiplier (per the above table) provides the Lender with 10 rKSU. For the purposes of this calculation, it is assumed that the current price of KSU is 1 USDC. Therefore, the synthetic value of the Lender's 10 rKSU is 10 USDC.

Based on the formula outlined above, this ratio of the Lender's rKSU to current USDC lending (inclusive of queued Lending Requests that have yet to be accepted) is as follows:

$$\text{rKSU synthetic value} / (\text{Current Lending} + \text{Queued Lending Requests})$$

The resultant output demonstrates that it exceeds 1%, but is less than 5%, providing the Lender with Loyalty Level 1:

$$10\text{USDC} / (400\text{USDC} + 100 \text{ USDC}) = 2.00\%$$

Loyalty Level 2

If the synthetic value of a Lender's rKSU balance, relative to their total combined value of current USDC lending (inclusive of queued USDC Lending Requests that are yet to be cleared) across all Business Lending Opportunities equals 5% or greater, then the Lender will achieve Loyalty Level 2. This entitles the lender to the following utility and benefits:

- First order priority access to Business Lending Opportunities available on Kasu (including loan Tranches in the case that they are oversubscribed).
- First order priority for Withdrawal Requests from existing lending but only for variable interest rate loans (not fixed interest rate loans).
- Additional interest (Loyalty Level 2 bonus interest) on all lending on Kasu, awarded in KSU tokens (subject to change according to liquidity demand and supply requirements).

For example, a Lender has 100 USDC in existing lending, and a further 30 USDC queued Lending Requests (that have yet to be accepted). The Lender has also purchased and locked 200 KSU for 30 days. The 0.05x rKSU multiplier (per the above table) provides the Lender with 10 rKSU. For the purposes of this calculation, it is assumed that the current price of KSU is 1 USDC. Therefore, the synthetic value of the Lender's 10 rKSU is 10 USDC.

Based on the formula outlined above, this ratio of the Lender's rKSU to current USDC lending (inclusive of queued Lending Requests that have yet to be accepted) is as follows:

$$\text{rKSU synthetic value} / (\text{Current Lending} + \text{Queued Lending Requests})$$

The resultant output demonstrates that it exceeds 5%, providing the Lender with Loyalty Level 2:

$$10\text{USDC} / (100\text{USDC} + 30 \text{ USDC}) = 7.69\%$$

Date of signing the contract:
14.1.2025