MARS PROTOCOL FUD BIBLE

The Mars Protocol FUD Bible aims to be a compilation of FUD (fear, uncertainty and doubt), disclaimers, disclosures, and other risk-oriented information regarding the Mars Protocol Ecosystem. It is intended to disclaim any legal obligations of Mars Ecosystem participants to one another and third parties and to serve as a guide to a range of potential risks, uncertainties, and adverse/negative facts that may be associated with Mars Protocol or its use or results of operation. It is highly recommended that you carefully study the Bible, go to church and say your prayers before directly or indirectly using Mars Protocol or \$MARS or engaging in any other activities directly or indirectly related to the Mars Ecosystem.

Despite the Bible's goals of serving as the primary resource for Mars Ecosystem FUD, it might not be a comprehensive account of all relevant risks, uncertainties, adverse/negative facts and disclaimers. DYOR, *caveat emptor*, etc. and so forth and so on.

If you are a Martian Council member or other Mars Ecosystem community member, you may suggest contributions to the Mars FUD Bible through the editing functions on its <u>Mars docs page</u>.

Beyond the Bible, you should also be aware of and consider reviewing the following sources of information relevant to the Mars Ecosystem:

- the Mars Protocol software code
- the Mars Protocol Docs
- the marsprotocol.io Terms of Service
- the Mars Protocol Blog
- all relevant legal, technical and educational content pertaining to relevant third-party ecosystems, including those relating to Mars Outposts such as Osmosis

Technology Risks

No Warranties Etc.

Mars Protocol and all other relevant technologies are being provided on an as-is basis, without representation, warranty, insurance or indemnity, and that all participation is solely at your own risk.

Irreversibility of Transactions and Lack of Remedies and Insurance for Damages.

Blockchain transactions are, under normal conditions, irreversible. Any tokens you deposit into Mars-related smart contracts are subject to potential risk of permanent disablement, impairment, loss or forfeiture in the event of any exploits, bugs or malfunctions of the relevant smart contracts or the underlying blockchain itself, and no remedy will be available from any person due to any damages you may suffer in connection with your participation in the Mars smart contract system or use of any of the relevant technologies.

Experimental Technology; Technical Risks; Independent Due Diligence Required.

The technologies and assets involved in the Mars smart contract system are highly experimental and risky, have uncertain and potentially volatile value, and should be directly evaluated by experts in blockchain technologies before use. Use them solely at your own risk. You must not rely on any articles, summaries or published code audits as an accurate description or evaluation of the Mars smart contracts, Mars Hub or any other blockchain, or for purposes of making any financial or other decision. Instead, you must only participate in the Mars smart contract system after thoroughly reviewing and understanding the code of the relevant smart contracts and Mars Hub in your own independent due diligence process.

Multisignature Controls Over Mars Smart Contract System

Certain elements of Mars technologies can be modified or controlled by a cryptographic multisignature smart contract stored on their respective blockchains (the "*Multisig*"). The Multisig, in turn, is administered by natural persons who each hold a private key, a subset of which may (by signing their respective private keys to the same transaction and broadcasting that transaction to blockchain validators) instruct validators to perform Multisig operations. It is possible for the Multisig key holders, through the Multisig, to change certain parameters of the Mars smart contracts or other Mars-related technologies. This discretion of the Multisig key holders constitutes a material risk, and could enable your tokens to be adversely impacted, lost, damaged, used in unexpected ways, subjected to unexpected risks, or misappropriated. Additionally, the Multisig may be able to arbitrarily change smart contract code related to Outposts on certain other blockchains, which could enable tokens on those blockchains to be misappropriated if at least three of the Multisig key holders collude.

Multisig Specifics

(as of January 31, 2023)

- Mars Hub Devs Multisig
 - Owner: Delphi Labs Ltd.
 - Key Holders: five Delphi Labs service providers
 - Signature Scheme: 3-of-5
 - Blockchain network: Mars Hub
 - Address: mars1skwmcsesjj99hye93smjz88rh0qndhvahewr60
 - Powers:
 - whitelisted to deploy smart contracts to Mars Hub without prior approval from the Martian Council
 - can migrate contracts on Mars Hub (delegator & vesting)

• is the "admin" of the <u>Builder Vesting Contract</u> and <u>Delegator Contract</u> (through <u>Mars Hub Virtual Machine</u>) and thus can arbitrarily change their code.

Mars Hub Exec Multisig

- o Owner: Delphi Labs Ltd.
- o Key Holders: three Delphi Labs service providers
- o Signature Scheme: 2-of-3o Blockchain network: Mars Hub
- o Address:
 - mars17p9rzwnnfxcjp32un9ug7yhhzgtkhvl9jfksztgw5uh69wac2pgs0gfvxm
- o Powers:
 - escrows the 300M MARS builder allocation (through the smart contract at mars14hj2tavq8fpesdwxxcu44rty3hh90vhujrvcmstl4zr3txmfvw9smxjtde):
 - approximately 10M unlocked MARS
 - approximately 87M MARS already allocated to Mars builders (through the Builder Vesting Contract)
 - Is the "owner" of the <u>Builder Vesting Contract</u> and thus can call certain functions permissioned by the "owner" role—i.e., creating and terminating vesting/unlocking positions.

• Mars-on-Osmosis Devs Multisig

- o Owner: Delphi Labs Ltd.
- o Key Holders: five Delphi Labs service providers
- o Signature Scheme: 3-of-5
- o Blockchain network: Osmosis
- O Address: osmo1nxs5fw53jwh7epqnj5ypyqkdhga4lnnmng6ln5
- o Powers:
 - has various powers relating to the Mars Outpost on Osmosis (Red Bank, Credit Manager/Rovers), as further detailed below
 - can whitelist/initialize Red Bank assets, C2C contracts, Vaults, etc. (intended to follow Martian Council votes)
 - can upgrade/migrate all smart contracts to new smart contract code (intended to follow Martian Council votes or be used in security emergencies)
 - can change risk parameters of Red Bank and Credit Manager/Rovers (intended to follow Martian Council votes or be used in security emergencies)
 - can disable deposits into and/or borrows from the Red Bank and Rovers (intended to follow Martian Council votes or be used in security emergencies) (*NOTE*: the functions allowing repayment of loans and (subject to liquidity) withdrawal of deposits are non-pausable, cannot be rugged/censored by multisig without a complete code migration)
 - can set/change oracles (intended to follow Martian Council votes or be used in security emergencies)
 - can set/change asset incentives for depositing into the red bank
 - can set addresses in the address provider (i.e update the mars fee collector and safety fund addresses that the rewards collector sends funds to)

Most* of the powers of these multisigs are planned to be sunsetted through either or both of the following methods:

- transitioned to the Martian Council (either directly on Mars Hub or (for Outpost powers) through IBC and Mars' Hub's <u>'Envoy'</u> module; or
- transitioned to an Emergency Multisig with limited powers that are subject to checks-and-balances by the Martian Council.

The following is a non-binding, currently anticipated roadmap for achieving these transitions:

- Deployment and utilization of the <u>Envoy</u> module is currently expected to occur in or around April 2023.
- Deployment and utilization of the emergency multisig is currently expected to occur in or around May 2023.

*The powers of the Mars Hub Exec Multisig will not be sunsetted, because these powers relate to Delphi Labs' internal corporate affairs, legal agreements with service providers, etc.

Multisig Key Holders.

The Multisig keyholders are service providers of Delphi Labs Ltd., a British Virgin Islands company limited by shares ("*Delphi Labs*"). These keyholders have signed a Multisignature Participation Agreement with Delphi Labs providing that they will use their signature authority in their independent judgment to foster Mars as a public good for the benefit of Mars users and others in the Mars community. The Multisignature Participation Agreement further provides that the Multisig keyholders will not use their signature authority to change or replace the \$MARS smart contract code except to the extent necessary to protect \$MARS participants from a clear and present security threat or in accordance with the Martian Council's determinations. The form of Multisignature Participation Agreement can be found at https://github.com/mars-protocol/mars-legal-docs/commit/e85d0fcd8370b493e825b3e0e294d61e66ce093d.

However, the existence of the Multisignature Participation Agreement does not guarantee that the Multisig key holders will comply with its terms, and, due to the nature of private/public-key cryptography, Cosmos and other relevant technologies, the ability and willingness of Delphi Labs to timely and effectively enforce the terms of the Multisignature Participation Agreement against the Multisig key holders, and other factors, the Multisig key holders' performance of their obligations under the Multisig Participation Agreement cannot be guaranteed and is subject to numerous risks and uncertainties. By using the Mars smart contract system, Mars Hub or other technologies, you agree to assume to all risks arising from the existence and operation of the Multisig.

Other Multisigs

Systems not constituting a part of Mars Protocol, but used in the functioning of Mars Protocol within the Mars Ecosystem, may also be subject to control by Multisigs, or even by single administrative accounts. Such systems may include Vaults, liquidation bots, the blockchain systems on which Mars Outposts are deployed, and other relevant technologies. Any mutability of such systems through their respective Multisigs or other control accounts may adversely affect the functioning of Mars smart contracts or the Mars Hub. Please be aware of all such dependencies and review their applicable code and documentation to understand these risks.

Financial Risks

Risks of Token Deposits and Locking.

When you deposit any tokens into the staking/delegation functionality on Mars Hub or into Mars-related smart contracts on an Outpost, you are committing such tokens to the sole and absolute control of the applicable software systems until such time as you withdraw such tokens from such smart contracts. Staking with a validator, and certain

other staking or deposit mechanisms, may not allow for immediate withdrawal of tokens. If a lockup period or 'un-bonding' period or other limit on withdrawals applies, you will not be able to withdraw tokens until the applicable period expires. During the time your tokens are controlled by the applicable software system, you will lose all powers over and benefits with respect to such tokens, other than the specific uses that such code allows you to make of such tokens during the deposit period, if any. You may lose financial opportunities, or the value of your tokens may decline during such deposit periods. Depending on the exact technology and functions involved, even systems that normally allow immediate withdrawals can impose withdrawal delays or have withdrawals become unavailable, whether as a result of "slashing events," "liquidation events," "illiquidity events", "insolvency events," "hacks," "exploits," or otherwise—any such events may lead to partial or total financial loss of your tokens.

Risks of Red Bank Illiquidity Events and Insolvency Events.

Mars Red Banks can become illiquid or insolvent. Read about these risks and the role of the Mars "Safety" Fund here.

Tax Risks.

Choosing to receive any \$MARS—including \$MARS received for free on Mars Hub on account of \$MARS that was held on 'Terra Classic,' \$MARS received as rewards for validating blocks on Mars Hub or delegating \$MARS to Mars Hub Validators, and \$MARS received for depositing in the Red Bank or \$MARS liquidity pools—can have adverse tax consequences and result in financial losses net of taxes, depending on your circumstances and tax jurisdiction. Engaging in liquidity mining on Outposts or staking, validating or participation in the Martian Council on Mars Hub may have adverse tax consequences and result in financial losses net of taxes, depending on your circumstances.

Risks of Mars Research, Development, Deployment, Maintenance, Etc.

Risks of No Promised Efforts or Resources.

The Mars Ecosystem is intended to be community-governed. After the public launch of Mars, none of the persons who created all or any part of the Mars smart contract system should be expected to have a material ongoing role in Mars research, development or promotion. Certain relevant parties may elect to undertake limited ministerial activities directly or indirectly related to Mars, such as maintaining availability of a Mars web interface, but no promise, guarantee or assurance of such ministerial efforts or any other efforts is being made, and any such efforts which do occur may be abandoned at any time, with or without advanced notice. There is no 'Mars enterprise', 'Mars company' or 'Mars business' and there is no capital dedicated to future Mars marketing, research, development or maintenance.

No person or entity has promised you, or assumed any obligation to you to exert or provide financial or other support for, any efforts, capital or resources in connection with the Mars Protocol. No person or entity has promised you, or assumed any obligation to you to exert or provide financial support for, any research, development, promotion, marketing, maintenance, monitoring, or improvements relating to the Mars Protocol. There is no capital primarily, exclusively, or irrevocably set aside or committed to funding any efforts, support or resources in connection with the Mars Protocol. Any past, present or future efforts on the part of any entity or person are being conducted on a voluntary and not committed basis, and are not intended as, and must not be construed or relied upon as, a promise of continuing efforts.

Risks of Decentralized Governance.

Any smart contract parameter adjustments, network client updates, Outpost approvals, Vault approvals, C2C Borrower approvals or other changes required to the Mars Protocol or any instance thereof will require approval of the Martian Council, which consists of a

dispersed group of \$MARS token holders that may be unable or unwilling to sufficiently coordinate to produce action.

Risks of Builder \$MARS Allocations.

Persons who contributed to the research and development of Mars Protocol have received 30% of the \$MARS token supply, escrowed in a smart contract lockup. Further details can be found at:

- Mars Protocol v1 Development History and Builder Allocation
- Mars Protocol v2 \$MARS Lockup Extension

No such person has made any representation, promise, guarantee or assurance to you that any \$MARS granted to any such person, or any funding or resources of any such person, will be held, used or spent for the benefit of the Mars community.

Any sale or other transfer or distribution of such \$MARS tokens could occur without warning. Any such transaction would increase the circulating supply of \$MARS tokens. Depending on the number of \$MARS sold, transferred, or distributed, the terms of sale, transfer or distribution and the prevailing market conditions, such a sale, transfer or other distribution could have a material adverse effect on the price or value of, or demand for, \$MARS tokens.

While locked in the smart contract escrow, the \$MARS builder tokens will be votable within the Martian Council. Any use of such \$MARS to vote in Mars governance could affect governance outcomes. It cannot be guaranteed that any such \$MARS token recipients will participate in Mars governance. Any voting of \$MARS builder tokens could fail to be conducted on a reasonable, good faith, diligent, or disinterested basis and may not be done in the best interests of other \$MARS holders or the Mars community. Any \$MARS holder could have financial interests or other interests or incentives which could outweigh their respective interests and incentives (if any) relating to Mars, and \$MARS holders do not owe you fiduciary duties or other legal duties which would preclude them from following such extrinsic interests to the detriment of your interests or the interests of the Mars Ecosystem.

\$MARS holders who choose to participate in governance will be required to use their own personal independent discretion and decision-making in doing so. No entity or other person will have the right to direct, manage or control how other \$MARS holders exercise their voting powers.

As a result of the foregoing factors and the lack of any person or group of persons able to control and manage Mars, any discretionary decision-making related to Mars depends on the effectiveness of spontaneous group decision-making among participating \$MARS holders. There may be disputes, differences of opinion, disagreements, conflicting incentives and a lack of coordination among or between any or all governance participants, and such circumstances may adversely affect governance results.

Nature of Mars Documentation, Articles, Interviews, Podcasts, Tweets, Etc.

Accounts and Who Maintains Them.

As of the date of this publication, the following are Mars-related social media accounts and discussion channels together with an indication of who maintains them:

- Accounts exclusively maintained, moderated & published by Delphi Labs Ltd., a British Virgin Islands company limited by shares:
 - o https://docs.marsprotocol.io/
 - o https://twitter.com/mars_protocol
 - o https://mars-protocol.medium.com
 - o https://www.youtube.com/channel/UCKcwNg4deLUrHAX74zS0ozw

- Accounts with a mix of maintainers, moderators and publishers:
 - o https://forum.marsprotocol.io/
 - o https://discord.com/invite/marsprotocol
 - o https://t.me/martiannews
 - o https://www.reddit.com/r/marsprotocol_io/
- Accounts exclusively maintained, moderated & published by anonymous or pseudonymous Mars community members:
 - o https://twitter.com/ExpeditionMars

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No Governmental/Regulatory Review or Approval.

The Mars Content and the matters described in the Mars Content have not been reviewed, approved, endorsed, opined on, licensed or registered by or with any regulator or other entity (including governmental agencies, commissions, and self-regulatory organizations), and the authors of the Mars Content are not licensed to provide any legal, financial, accounting, investment, broker, dealer, or other advice or services.

<u>Uncertain Nature of Forward-Looking Statements; No Duty to Update.</u>

The forward-looking statements in the Mars Content are subject to numerous assumptions, risks and uncertainties, and thus the events described or predicted therein are subject to change or to fail to occur in accordance therewith. The authors of the Mars Content undertake no obligation to update, supplement or amend any statement that becomes inaccurate or incomplete after the date on which the Mars Content is first published, or to alert the public as to any such inaccuracy or incompleteness, whether such inaccuracy or incompleteness arises as a result of new information, changes in plans, unanticipated events or otherwise.

Risks of Differences Between DeFi and TradFi

Mars "Red Banks" Are Not Banks; No Regulations or Deposit Insurance Apply.

Mars "Red Banks" are smart contracts and are not actually banks; use of the term "bank" is metaphorical. Deposits into the Red Bank are not insured by or through any deposit insurance scheme applicable to banks. Consumer lending laws, deposit maintenance requirements, solvency requirements and other banking regulations do not apply to Mars Red Banks.

Metaphorical Use of Financial Terms; Lack of Legal Recourse for Funds.

When used in connection with Mars, the terms 'debt,' 'lend,' 'borrow,' 'collateral,' 'credit,' 'leverage,' 'bank,' 'borrow', 'yield,' 'invest' and other similar terms are not meant to be interpreted literally. Rather, such terms are being used to draw rough, fuzzylogic analogies between the heavily automated and mostly deterministic operations of a decentralized-finance smart contract system, on the one hand, and the discretionary performance of traditional-finance transactions by people, on the other hand.

For example, 'debt' is a legally enforceable promise from a debtor to a creditor to pay an interest rate and eventually repay the principal. Therefore, 'debt' cannot exist without legal agreements and cannot be enforced without courts of law. By contrast, with Mars, there are no legal agreements, promises of (re-)payment or courts of law, and therefore there are no debts, loans or other traditional finance transactions involved in using Mars. Instead, Mars consists of software (including embedded game-theoretic incentives and assumptions) through which people can share their tokens with other people or smart contract systems and, under normal and expected conditions and subject to various assumptions regarding the behavioral effects of incentives, probably get their tokens back eventually, plus extra tokens, most of the time or in most cases. Unlike in traditional lending, the 'lender's' financial return does not depend primarily on the creditworthiness, solvency or financial skill of the 'borrower' or on legal nuances such as the perfection of liens or the priority of creditor claims in a bankruptcy — it depends primarily on the incentive model assumed by the software design and how reliably the software implements that model.

Unlike a debtor, people who 'borrow' tokens from the Mars smart contract system are not required to, and have not promised to, pay the tokens back. Therefore, if the 'borrowers' never pay the tokens back, no promise has been broken, no legal agreement has been breached and the token 'lenders' cannot sue the 'borrowers' to get their tokens back. Instead, by not repaying the borrowed tokens, the token 'borrowers' merely demonstrate either that they lacked sufficient incentive to want to do so — for example, because their smart-contract-bound 'collateral' was worth much less than the 'borrowed' tokens — or that a technical issue — such as congestion of the underlying blockchain — prevented them from doing so. Regardless, the 'borrowers' do not have an obligation to repay tokens when they do not want to or cannot do so, and there is no legal remedy available for damaged 'lenders' when insufficient incentives or technical problems result in a token shortfall.

When Mars is used to 'lend' tokens to a third-party smart-contract system, the situation is even less like traditional debt: The 'borrowing' smart contract has not posted 'collateral' and could malfunction or suffer a loss that results in complete or partial failure to return the 'borrowed' tokens to the Mars smart contract system and its token 'lenders'. In this case, the token 'lenders' could suffer loss of tokens, but they will not have a legal remedy against the 'borrowing' smart contract or the Mars smart contract. Smart contracts are not persons, are usually not under the full control of any person or group of persons and may be impossible to repair, debug, update, pause or reverse. You should assume that a malfunctioning, exploited or underperforming smart contract which is not under the discretionary control of a single person or entity cannot be forced (in court or otherwise) to pay the 'borrowed' tokens back.

The Mars protocol incentivizes \$MARS holders to provide a potential partial remedy to token 'lenders' when token 'borrowers' fail to pay their tokens back. Mars users who stake their \$MARS in the Mars Safety Fund' can increase their share of the economic benefits of the Mars smart contract system, but at the cost that, when there is a shortfall in the protocol's tokens, all or a portion of the staked \$MARS may be redistributed to Mars lenders. Assuming \$MARS holders adequately respond to this incentive and that \$MARS has monetary value, the Mars Safety Fund can be used to partially or completely compensate Mars token 'lenders' who suffer shortfalls when token 'borrowers' fail to repay tokens or the value of 'borrowers'' liquidated collateral is too low. But, remember: the Mars Safety Fund, like the Mars credit protocol, is merely a smart contract, not a person or insurance company — if the Mars Safety Fund fails to provide \$MARS to the damaged token 'lenders', or if \$MARS have insufficient monetary value to compensate for such damages, there has been no breach of a legal agreement and the damaged token 'lenders' will not have a legal remedy.

Any 'rate,' 'APR,' 'APY,' 'yield,' 'interest rate,' 'ROI' or other form of return stated in connection with Mars for lending, borrowing, depositing, staking or otherwise transacting in a given token, strategy or smart contract system, (the "*Rate*") is denominated in terms of a specific relevant token, not in terms of U.S. Dollars or other fiat currencies. Each Rate is a forward-looking projection based on a good faith belief of how to reasonably project results over the relevant period, but such belief is subject to numerous assumptions, risks and uncertainties (including smart contract security risks and third-party actions) which could result in a materially different (lower or higher) token-denominated 'rate,' 'APR,' 'APY,' 'yield,' 'interest rate,' or 'ROI.'

Rates are not offers, promises, agreements, guarantees or undertakings on the part of any person or group of persons, but depend primarily on the results of operation of smart contracts and other autonomous or semi-autonomous systems (including third-party systems) and how third parties interact with those systems after the time of your deposit. Even if a particular projected Rate is achieved, you may still suffer a financial loss in fiat-denominated terms if the fiat-denominated value of the relevant tokens (your deposit and any tokens allocated or distributed to you pursuant to the Rate) declines during the deposit period. Projected Rates are not interest rates being paid on a debt.

Thus, the transactions you can perform by using the Mars 'credit protocol', although they are superficially similar to traditional financial transactions in some ways, are in fact very different. 'DeFi' and 'TradFi' each pose their own unique set of costs, benefits, risks and protection mechanisms. Please bear this fact in mind when reading about Mars, and do not use Mars without a sufficient understanding of how doing so differs from traditional financial transactions. The only way to fully understand such factors is to have a strong understanding of the relevant technical systems and the incentive design mechanisms they embody — we strongly encourage you to review Mars's technical documentation and code before use.

No Investment or Lending; No Contract Rights; Absence of Counterparties.

Your transactions utilizing the Mars smart contract are not intended to be an investment, a capital-raising transaction for an enterprise, a sale of your tokens to any person or group of persons or a purchase of \$MARS from any person or group of persons. They are also not intended to be a loan, consignment or deposit of your tokens to or with, or a service provided to you by, any person or group of persons. Your deposited and/or locked tokens will not be owned by or under the control of any person or group of persons involved in creating Mars but will be under the control of blockchain-based smart contract code. These smart contracts are operated on an unaffiliated basis by the proof-of-stake block validators for Mars Hub or another blockchain. However, these validators also do not have individual ownership or control of the relevant smart contracts or their respective

blockchains, and such validators lack any obligation or readily available method to coordinate a reversal or mitigation of any adverse results or damages you may suffer as a result of the operation of such smart contracts. There is no 'transaction counterparty' or intermediary which has the discretionary power to reverse your transactions or recover your tokens or other assets, or which has made you a promise to return or refund any disabled, impaired, lost or forfeited assets. There is also no private or governmental insurance (on the part of the creators of the Mars smart contract system, Mars validators, any nation-state or any other person) available to compensate you for any such losses or other adverse circumstances relating to Mars transactions.

Lack of Governmental/Regulatory Oversight.

Mars Protocol, the Mars Hub, the Red Bank, Rovers, Vaults, \$MARS and all related facts and circumstances have not been reviewed, approved, endorsed or registered with any regulator or other governmental entity. The creators of the Mars Protocol and the validators who operate the Mars Hub are not licensed by any regulator or other authority to provide any legal, financial, accounting, investment or other advice or services.