

# Wildcat Service Agreement

This Wildcat Protocol Services Agreement (this 'Agreement') sets out the terms and conditions under you access the Wildcat Protocol (the 'Protocol') and accept the Services (as defined below) that the Service Provider (also referred to as 'us'; or 'we') will provide in connection with the Protocol.

By entering into this Agreement by clicking on the 'Sign' (or similar) button, or by otherwise accessing or using the Protocol, you agree to be bound by the terms and conditions as set forth in this Agreement.

Using the Protocol can involve various risks. You can suffer loss and that is a risk you shall be able to take. If you do not understand the risks or are not willing to accept the risks or suffer loss, you should not enter into transactions on, or otherwise use, the Protocol. Before transacting, you must carefully assess and consider the risks, including those contained in any documents we make available to you and obtain all necessary professional advice you need.

You must decide for yourself whether you should participate in any transaction. The Service Provider is not required to advise you on the use of the Protocol and/or any aspects of a transaction you choose to enter into, protect or minimize your exposure to loss or provide any warnings to you. You must carefully consider and monitor your own transactions and in particular any loans you have made or taken out. We are not party to these transactions and therefore assume no obligation to monitor the same.

Unless otherwise agreed by us in writing, anything the Service Provider, including any of its affiliates, officers, employees or agents, may say to you is opinion only. You must not rely on it or hold the Service Provider liable for it, even if it is wrong. The Service Provider will not be liable for your losses in any circumstances, except as expressly set out in this Agreement or as required by applicable law.

This Agreement, including its Schedules, must be read in the context of any applicable Risk Disclosure Statement made available to you.

You acknowledge that you have read, understood and agreed with the Risk Disclosure Statement that you can find on our Website (as defined below) and

you will contact the Service Provider and/or cease to use the Protocol if you have any questions or concerns regarding the contents of the Risk Disclosure Statement.

## **1. DEFINITIONS AND INTERPRETATION**

In this Agreement:

- **AFFILIATE** means with respect to any party, any company or legal entity that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such party; for which purposes 'control' shall mean the ability to direct the management or policies of a company or legal entity: (a) through beneficial ownership of fifty percent (50%) or more of the voting shares or other securities of a company or legal entity; (b) in the position as general partner of a limited partnership or manager of a limited liability company; or (c) pursuant to a written agreement.
- **AGREEMENT** means this Wildcat Protocol Services Agreement as the same may be amended, restated or otherwise modified from time to time at the Service Provider's sole discretion;
- **AML/CTF PROVISIONS** has the meaning specified in Clause 11.5(a);
- **ASSETS** means any assets that a Borrower may borrow or try to borrow from a Lender;
- **BORROWER** means any entity that has been approved as a borrower pursuant to the terms of this Agreement;
- **CONFIDENTIAL INFORMATION** means information in whatever form (including without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, customers, products, affairs and finances of each Borrower and each Lender for the time being confidential to such Borrower or Lender and trade secrets including, without limitation, technical data and know-how relating to the business of such Borrower or Lender or any of its suppliers, customers, agents, distributors, shareholders, management or business contacts and including, but not limited to, information that the Service Provider creates, develops, receives or obtains in connection with this Agreement whether or not such information (if in anything other than oral form) is marked confidential;
- **FEE** has the meaning specified in Clause 4.1(a);
- **FINANCIAL CRIME REGULATION** means any applicable law or regulatory requirement pertaining to money laundering, terrorism financing,

bribery, corruption, tax evasion, fraud, the trafficking of arms, drugs, humans or wildlife, slavery, proliferation of weapons of mass destruction, or evasion of sanctions. A reference to a violation of Financial Crime Regulation includes any acts or attempts to circumvent or violate any applicable laws relating to Financial Crime Regulation;

- **GOVERNMENT AGENCY** means any governmental, semi-governmental, administrative, fiscal, regulatory, judicial or quasi-judicial body, department, commission, authority, tribunal, agency or entity;
- **LENDER** means any entity that has been onboarded by a Borrower for the purpose of fulfilling the role of a lender on the Protocol;
- **LOSS** means damage, loss, cost, claim, liability, obligation or expense (including legal costs and expenses of any kind), of any kind whatsoever under any theory of liability, including direct, indirect, consequential, incidental or special losses, economic losses or loss of profits, loss of data, loss of goodwill or business reputation, loss of opportunity, cost of obtaining substitute tokens, or other tangible and intangible loss;
- **MCHL** means Milagros Coldiron Holdings Limited, a business company with limited liability incorporated under the laws of the British Virgin Islands;
- **PROTOCOL** means the Wildcat Protocol;
- **REPRESENTING PARTY** has the meaning specified in Clause 5.1;
- **RISK DISCLOSURE STATEMENT** means the risk disclosure statement, as may be amended from time to time, set out on the Website and any risk disclosure statement made available from time to time through the Website;
- **SERVICE PROVIDER** means means MCHL;
- **SERVICES** means the services provided by the Service Provider as more particularly described in the Schedule;
- **TERMINATION DATE** means the date of termination of this Agreement, howsoever arising;
- **TERMINATION EVENT** has the meaning specified in Clause 9(a); and
- **WEBSITE** means wildcat.finance.

Unless the context requires otherwise in this Agreement:

(a) references to a 'person' are to be construed so as to include any individual, firm, company, government, state or agency of a state, local or municipal authority, or any joint venture, association or partnership (whether or not having

separate legal personality); and

(b) references to any statutory provision are to such statutory provision as modified or re-enacted for the time being and include any analogous provision or rule under any applicable law.

Except to the extent that the context otherwise requires, any reference in this Agreement to 'this Agreement' or any other document, agreement or instrument is a reference to this Agreement or, as the case may be, the relevant document, agreement or instrument as may be amended, restated, supplemented, replaced or otherwise modified from time to time and includes any document which amends, restates, supplements, replaces, or otherwise modifies or is entered into, made or given pursuant to or in accordance with any of the terms of this Agreement or, as the case may be, the relevant document, agreement or instrument.

## **2. PROVISION OF SERVICES**

(a) Each Borrower and each Lender hereby agrees to be bound by the terms and conditions of this Agreement and hereby acknowledges that the Service Provider shall provide the Services on the terms of this Agreement.

(b) The Service Provider shall provide the Services until: (i) the occurrence of any event which (a) results in the continued operation of the Protocol ceasing to be feasible or (b) would cause the Service Provider to operate in an improper or illegal manner, in each case as determined by the Service Provider in its sole discretion; or (ii) solely with respect to the provision of Services to the relevant Borrower or Lender, the occurrence of a Termination Event with respect to such Borrower or such Lender.

## **3. DUTIES AND OBLIGATIONS**

(a) The Service Provider shall:

- (i) provide the Services, and;
- (ii) comply with all applicable laws and regulations.

(b) The Service Provider shall not:

- (i) assist with the onboarding of any Lender, including any anti-money laundering or 'know your client' screening;
- (ii) be involved in any transactions entered into between any Borrower and any Lender;

- (iii) receive or hold any Assets;
- (iv) except for the security monitoring responsibilities as provided in the Schedule hereto, have any obligation to provide ongoing security for the Borrowers, the Lenders and the Protocol; and
- (v) except as provided in the Schedule hereto, have any obligations in the event of a market delinquency.

## **4. FEES**

(a) For providing the Services the Service Provider shall be entitled to receive a fee pursuant to the protocol fee configuration under which the relevant market is deployed (the 'Fee').

(b) The Service Provider may, in its sole discretion, revise a Fee in the event (i) in the case of a Fee that is a fixed origination fee, the origination fee asset becomes unreasonable to continue utilising (i.e. depeg, underlying contract migration); or (ii) in the case of a Fee that is represented as a proportion of base annual percentage return, the designated fee recipient address becomes inaccessible; provided however, that notwithstanding the foregoing, no Fee shall be retroactively revised once a market has been deployed under a protocol fee configuration.

(c) Each Borrower hereby acknowledges and agrees that the Service Provider has the right to revise any Fee pursuant to Clause 4(b).

## **5. BORROWER AND LENDER REPRESENTATIONS**

### **5.1. Making And Repetition Of Representations**

Each Borrower and each Lender (each a 'Representing Party') makes the representations contained in this Clause 5 to the Service Provider.

### **5.2. No Reliance Or Advice**

(a) This Agreement is suitable for the Representing Party, based upon its own judgement.

(b) The Representing Party has made its own independent decision to enter into this Agreement.

(c) The Representing Party has obtained such independent advice regarding this Agreement as it considers necessary, or has freely chosen not to obtain such

independent advice.

(d) The Service Provider is not an adviser to the Representing Party, and has not advised the Representing Party in connection with this Agreement.

(e) The Representing Party is not relying on any communication of any kind from the Service Provider or made by the Service Provider as advice, recommendation or guarantee of result in connection with this Agreement.

### **5.3. Evaluation And Understanding**

(a) The Representing Party is capable of assessing and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of this Agreement.

(b) The Representing Party is capable of assuming, and assumes, all risks associated with this Agreement.

### **5.4. Risk Disclosure Statement**

The Representing Party has received, read and understood the Risk Disclosure Statement.

### **5.5. Accuracy Of Specified Information**

All applicable information that is furnished by the Representing Party to the Service Provider or the Protocol is, as of the date of the information, true, accurate and complete in every material respect.

### **5.6. Power To Act**

Each Borrower and each Lender represents and warrants that (a) it has the power to execute and deliver this Agreement and to perform its obligations hereunder, (b) it has taken all necessary action to authorize such execution, delivery and performance, and (iii) this Agreement constitutes a legal, valid, and binding obligation enforceable against it in accordance with the terms hereunder.

## **6. CONFIDENTIALITY**

(a) The Service Provider acknowledges that in the course of providing the Services it may have access to Confidential Information.

(b) The Service Provider shall not (except in the proper course of its duties) use or disclose to any third party (and shall use its best endeavours to prevent the publication or disclosure of) any Confidential Information. This restriction does not apply to:

- (i) any use or disclosure authorised by a Borrower or a Lender or as required by law; or
- (ii) any information which is already in, or comes into, the public domain otherwise than through the Service Provider's unauthorised disclosure.

## **7. LIMITATION OF LIABILITY**

### **7.1. Liability For Loss**

(a) The Service Provider is not liable for any Loss arising out of or relating to this Agreement or the Protocol, whether for breach of contract, tort, negligence, or other form of action or theory of liability, and irrespective of whether the Service Provider or the Borrowers or the Lenders have been advised of the possibility of any such Loss, unless such Loss arises directly from the Service Provider's or its Affiliates' wilful default, gross negligence or actual fraud.

(b) The Service Provider will not be responsible or liable for the acts or omissions of its Affiliates or any third party.

### **7.2. Specific Liabilities**

(a) This Clause 7.2 is without prejudice to the generality of Clause 7.1.

(b) The Service Provider will not be liable to any Borrower or any Lender for any Loss arising from any failure, interruption or delay in performance of any obligation arising under this Agreement resulting from acts or events not reasonably within the Service Provider's control including without limitation, acts of war and terrorism, insurrection, civil disorder, acts of God, industrial action, any acts or regulations of any Government Agency, or any other operational or technical failures.

(c) The Service Provider will not be liable for any Loss, liability, cost or expense whatsoever arising from unauthorised use of the Protocol. Each Borrower and each Lender will, on demand, indemnify, protect and hold the Service Provider harmless from and against all Losses, liabilities, judgments, suits, actions, proceedings, claims, damages and costs resulting from or arising out of any act or omission by any person using the Protocol or accessing the Service Provider's services through use of a Borrower's or a Lender's designated passwords, systems and devices, whether or not such Borrower or such Lender has authorised such use.

(d) The Service Provider will not be liable for any Loss arising from any attack on the Protocol, including any such potential attacks as may be detailed in the Risk Disclosure Statement.

### **7.3. Disclaimer Of Warranties**

(a) Each Borrower and each Lender acknowledges and accepts that the Service Provider makes no representations or warranties, express or implied, with respect to the Protocol or any Assets.

(b) To the extent possible, all warranties, express or implied, including without limitation any implied warranties of merchantability and fitness for a particular purpose, are disclaimed by the Service Provider.

## **8. INDEMNITY TO THE SERVICE PROVIDER**

Each Borrower and each Lender agrees to indemnify the Service Provider and keep it indemnified at all times against all or any costs, claims, damages or expenses incurred by the Service Provider arising during the course of the Service Provider providing the Services save for costs, claims, damages or expenses arising due to the Service Provider's actual fraud, gross negligence or wilful default.

## **9. TERMINATION**

(a) This Agreement shall be terminated with immediate effect in respect of a Borrower or Lender as the case may be if at any time a Borrower or Lender (each of the following a 'Termination Event'):

- (i) commits any gross misconduct affecting the Protocol as determined by the Service Provider at its sole discretion;
- (ii) commits any serious or repeated breach or non-observance of any of the provisions of this Agreement;
- (iii) is declared bankrupt or makes any arrangement with or for the benefit of its creditors;
- (iv) commits any fraud or dishonesty or acts in any manner which in the opinion of the Borrowers and the Lenders brings or is likely to bring the Service Provider or the Borrowers or the Lenders into disrepute or is materially adverse to the interests of the Borrowers or the Lenders;
- (v) commits any offence under any applicable anti-corruption, anti-bribery, anti-money laundering or countering of terrorist financing (or similar) legislation and regulations; or (vi) is added to any list of persons sanctioned by the USA or the United Kingdom as confirmed by the Chainalysis oracle from time to time.

(b) To the extent possible, all warranties, express or implied, including without limitation any implied warranties of merchantability and fitness for a particular purpose, are disclaimed by the Service Provider.



(c) The rights of the Service Provider under this Clause are without prejudice to any other rights that they may have at law to terminate the Agreement or to accept any breach of this Agreement on the part of a Borrower or Lender as having brought the Agreement to an end. Any delay by the Service Provider in exercising its rights to terminate shall not constitute a waiver of these rights.

## **10. NO RELATIONSHIP**

This Agreement does not create any kind of partnership, joint venture, fiduciary, agency or trustee relationship or any similar relationship or legal arrangement between the parties or between either party and any other person.

## **11. COMPLIANCE**

### **11.1. Breach Of Financial Crime Regulations**

Notwithstanding any other provision of this Agreement to the contrary, the Service Provider is not obliged to do or omit to do anything if it would, or might in its reasonable opinion, constitute a breach of any Financial Crime Regulation.

### **11.2. Compliance With Financial Crime Regulations**

Each Borrower and each Lender agrees to exercise its rights and perform its obligations under this Agreement in accordance with all Financial Crime Regulations.

### **11.3. Disclosure**

(a) The Participant agrees that Service Provider may disclose any information concerning any Borrower or any Lender to any Government Agency or court (in any jurisdiction), where required by applicable law.

(b) Without prejudice to any other provision of this Agreement relating to data or its disclosure, each Borrower and each Lender consents to the disclosure by the Service Provider or their Affiliates of any information or data in connection with or relating to such Borrower or such Lender and/or this Agreement, to the extent that the Service Provider determines it is required, permitted or desirable to:

- (i) comply with any applicable law; or
- (ii) operate the Protocol.

(c) If the relevant information relates to a third party, such Borrower or such Lender will obtain the third party's consent to that disclosure.

#### **11.4. Anti-Money Laundering And Sanctions**

(a) Notwithstanding any other provision of this Agreement to the contrary, the Service Provider is not obliged to do or omit to do anything if it would, or might in its reasonable opinion, constitute a breach of any Financial Crime Regulation or any anti-money laundering, counter-terrorism financing or economic or trade sanctions laws (“AML/CTF Provisions”) applicable to the Service Provider.

(b) Each Borrower and each Lender must provide to the Service Provider upon request all information and documents that are within its possession, custody or control reasonably required by the Service Provider from time to time, and as necessary in order for the Service Provider to comply with any AML/CTF Provisions or ongoing customer due diligence requirements or regulations applicable to the Service Provider.

(c) Each Borrower and each Lender agrees that the Service Provider may disclose any information concerning such Borrower or such Lender to any Government Agency or court (in any jurisdiction) where required by applicable law.

(d) Each Borrower and each Lender agrees to exercise its rights and perform its obligations under this Agreement in accordance with all applicable AML/CTF Provisions and ongoing customer due diligence requirements and regulations.

### **12. FURTHER ASSURANCE**

Each Borrower and each Lender shall perform, execute and deliver such further acts and documents as may be required by law or reasonably requested by the Service Provider to implement the purposes of and to perfect this Agreement.

### **13. PARTIAL INVALIDITY**

If any provision of this Agreement is or becomes or is found by a court or other competent authority to be illegal, invalid or unenforceable in any respect, in whole or in part, under any law of any jurisdiction, neither the legality, validity and enforceability in that jurisdiction of any other provision or part of this Agreement, nor the legality, validity or enforceability in any other jurisdiction of that provision or part or of any other provision of this Agreement, shall be affected or impaired.

### **14. VARIATION, ASSIGNMENT, SUCCESSORS AND ASSIGNS**

(a) No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties.

(b) This Agreement is binding on and inures to the benefit of the parties and their respective successors, heirs, personal representatives, and permitted assigns.

(c) No Borrower or Lender may assign or delegate its rights or obligations hereunder without the Service Provider's prior written consent, which may be withheld in the Service Provider's sole discretion.

(d) The Service Provider may assign, novate or otherwise deal with its rights or obligations under this Agreement without the consent of, or notification to, any Borrower or any Lender.

## **15. INTENTION TO BE BOUND**

By clicking on the "Sign" (or similar) button, or by otherwise accessing or using the Protocol, each Borrower and each Lender intends to be legally bound by the terms and conditions of this Agreement.

## **16. ELECTRONIC EXECUTION**

(a) The parties acknowledge and agree that this Agreement may be executed by electronic signature, and may be delivered electronically. Without limitation to the generality of this Clause 16, the parties agree that either DocuSign (and similar services) or various cryptographic message signing techniques (such as the ECDSA signing algorithm) may be used to execute and deliver this Agreement.

(b) Communications that are digitally signed and supported by a digital certificate have the same validity, admissibility and enforceability as if signed in writing.

(c) Any notice or communication that is digitally signed must comply with any applicable law.

## **17. ARBITRATION**

### **17.1. Submission To Arbitration**

(a) Any dispute, controversy, difference or claim arising out of or relating to this Agreement, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to this Agreement shall be settled by arbitration

pursuant to the BVI IAC Arbitration Rules.

(b) Each Borrower and each Lender agrees that:

- (i) the law of this Clause 17 is British Virgin Islands law;
- (ii) the seat of arbitration will be the Road Town, Tortola, British Virgin Islands;
- (iii) unless the parties to the arbitration agree otherwise, the number of arbitrators will be one and such arbitrator must have relevant legal and technological expertise;
- (iv) the arbitration proceedings will be conducted in English.

## **17.2. Injunctive Remedies**

Notwithstanding any other provision of this Agreement, including for the avoidance of doubt Clause 17.1, each Borrower and each Lender agrees that the Service Provider has the right to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

## **18. GOVERNING LAW**

This Agreement (including any non-contractual obligations or liabilities arising out of it or in connection with it) is governed by and is to be construed in accordance with the laws of the British Virgin Islands.

## **SCHEDULE: SERVICES**

- Market delinquency monitoring, including monitoring reserve ratios for each market to ensure such markets do not go below the reserve ratio and become delinquent.
- Security monitoring of the Protocol, including:
  - reviewing transactions rejected by any integrated security solutions provider and provisioning such relevant maintenance or updating of code that the Service Provider (in its sole discretion) deems necessary for ongoing security; and
  - overseeing any bug bounty programs existing at any such time, diagnosing and adjusting identified bugs and paying rewards under any bug bounty program to a whitehat that accurately identifies a bug.