

Terms of Use

KONKRETE TERMS OF USE 15 FEBRUARY 2023

The Web pages located at konkretedao.com (the “**Site**”) act as a front-end to the decentralized Konkrete Protocol. By accessing or using the Site or accessing or using any service, product or tool provided or made available by Konkrete or its Affiliates or reviewing information, content and/or materials posted to the Site, you (the “**user**”, “**you**” or “**your**”) acknowledge that you have read, understand, and completely agree to abide by these terms of use, as amended, changed or updated by Konkrete from time to time, with or without prior notice to you (the “**TOU**”). The most current version of the TOU can be reviewed by clicking on the "Terms of Use" hypertext link located on the Site’s homepage. You must check the TOU periodically to familiarize yourself with any changes to the TOU.

You represent that you have the capacity and authority to form a legally binding contract online, either as an individual or on behalf of a legal entity. If you do not agree to any of the provisions of these TOU or with any subsequent amendments, changes or updates, you shall immediately stop using the Site or the service (as defined below). Your non-termination or continued access or use of the Site or the service after the effective date of any amendments, changes, or updates constitutes your acceptance of these TOU, as modified by such amendments, changes, or updates.

These TOU include the Konkrete Risk Disclosure Statement (Schedule 1); the Konkrete Code of Conduct (Schedule 2) and the Konkrete Fee Schedule (Schedule 3) (the “**Konkrete Terms**”). Our Cookie Policy also applies to your use of the Site. The Konkrete Terms constitute the entire agreement and understanding with respect to the access or use of the Site, the service, the Konkrete Smart Contract or any Konkrete product, between you and L2P SAS (together with its successors and assigns, “**Konkrete**”) or any successor operator of the Konkrete Smart Contract (each of you and Konkrete being a “**Party**” and collectively, the “**Parties**”).

Interpretation:

In the Konkrete Terms, the words and expressions set out below have the following meanings unless otherwise indicated:

“**Accrued Interests**” means interests accrued at the Maturity Date of a Loan Agreement.

“**Affiliate**” means any Person which owns or controls, is owned or controlled by, or is under common control or ownership with another Person, where control is defined as the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract, or otherwise;

“**AML**” means anti-money laundering, including all Laws prohibiting money laundering;

“**Konkrete Smart Contract**” has the meaning set forth in section "The service" of these TOU;

“**Borrower**” means any user with a view to borrowing Digital Assets from Prospective Lenders;

“**Deposit Instructions**” has the meaning set forth in section "The service" of these TOU;

“**Deposited Amount**” has the meaning set forth in section "The service" of these TOU;

“**Digital Assets**” means (i) a digital representation of value which is neither issued nor guaranteed by any central bank or public authority of any country or jurisdiction and does not have legal tender status in any country or jurisdiction, and which is admitted by natural or legal persons as a medium of exchange and which can be transferred, stored or traded electronically (including but not limited to Ethers) or (ii) any intangible asset representing, in digital form, one or more rights that can be issued, registered, stored or transferred by means of a distributed ledger technology making it possible to identify, directly or indirectly, the owner of the said asset;

“**Economic Sanctions**” means financial sanctions, trade embargoes, export or import controls, anti-boycott, and restrictive trade measures enacted, administered, enforced, or penalized by any applicable Laws;

“**External Wallet**” means a software program or hardware that allows to hold, store and transfer Digital Assets or interact with one or more blockchain networks and/or generate, store and manage sets of private keys and public keys to configure transactions and monitor their balance and which is not hosted on the Site (including, without limitation, unhosted wallets and wallets hosted on third-party websites);

“**Fees**” means the fees described in section "The service" of these TOU;

“**Force Majeure Event**” means any of the following having a material effect on a Party, its business or its operations: fires; strikes; floods; power outages or failures; force majeure events; acts of any Governmental Authority; any and all market movements, shifts, or volatility; system failures; Malicious Software; Security Breaches; criminal acts; or, any other delays, defaults, failures or interruptions that cannot reasonably be foreseen or provided against through the exercise of due care, or use of alternate sources, workaround plans, or other means;

“**Fork**” means a change to the underlying protocol of a blockchain network that results in more than one version of a Digital Asset, the result of which may be one or more versions that are not supported by Konkrete Smart Contract;

“**Government**” means any national, federal, state, municipal, local, or foreign branch of government, including any department, agency, subdivision, bureau, commission, court, tribunal, arbitral body, or other governmental, government appointed, or quasi-governmental authority or component exercising executive, legislative, juridical, regulatory, or administrative powers, authority, or functions of or pertaining to a government instrumentality, including any parasternal company, or state-owned (majority or greater) or controlled business enterprise;

“**Governmental Authority**” means any domestic or foreign federal, national, state, municipal, city, county or local government or any court, administrative, arbitral or regulatory agency or commission, board, judicial body, legislature, instrumentality, office or other governmental authority or agency, including Government officials and representatives such as, without limitation, officer or employees of any Government;

“Interest Rate” means the interest rate as agreed in the Loan Agreement between the Borrower and the Lender;

“Late Payment Interests Rate” means the interests to be paid by the Borrower in case its repayment of a Loan is made after the Repayment Period, as agreed in the Loan Agreement between the Borrower and the Lender and reflected in the Pool specificities;

“Laws” means any applicable law, rule, regulation, or order of any Governmental Authority of applicable jurisdiction;

“Lender” means any Person lending Digital Assets to a Borrower through the Konkrete Smart Contract;

“Lending Order” means a Digital Asset peer-to-peer lending offer communicated to the Konkrete Smart Contract;

“Litigation” means any dispute, action, arbitration, cause of action, claim, complaint, demand letter, notice (written or oral), proceeding, suit, prosecution, hearing, inquiry or investigation (whether civil, criminal, administrative or judicial), or any appeal therefrom;

“Loan” means a loan of Digital Assets made by a Lender to a Borrower pursuant to a Loan Agreement; **“Loan Agreement”** means the agreement between a Borrower and a Lender effected through the Konkrete Smart Contract, which incorporates the Konkrete Terms;

“Loan Request” means a request by a Borrower to borrow a defined amount of Digital Assets;

“Losses” means, collectively, any Litigation, application, loss, injury, delay, accident, cost, business interruption costs, or any other expenses (including attorneys’ fees or the costs of any claim or suit), including any incidental, direct, indirect, general, special, punitive, exemplary, or consequential damages, loss of goodwill or a business profits, work stoppage, data loss, computer failure or malfunction, or any and all other commercial losses;

“Malicious Software” means any harmful, malicious or surreptitious computer program with a purpose to or having effect of (i) causing unplanned interruption or providing unauthorized use or altering, destroying, inflicting damage or inhibiting the use of a website, software or computer systems; or (ii) blocking access to, or preventing the use or accessibility of a website or computer systems. Malicious Software includes viruses, bots, worms, malware, trojans, system monitors/keyloggers, dialers, adware, and adware cookies lockup, time bomb, key lock device program, or disabling code;

“Maturity Date” means the date on which the Loan terminates and Accrued Interests fall due as agreed in the Loan Agreement between the Borrower and the Lender and reflected in the Pool specificities;

“Maximum Interest Rate” means the maximum interest rate that a Prospective Lender can use in its Deposit Instructions for a given Pool;

“Maximum Borrowable Amount” means the maximum amount of Digital Assets a Borrower can request through a Loan Request for a given Pool;

“Minimum Interest Rate” means the minimum interest rate that a Prospective Lender can use in its Deposit Instructions for a given Pool;

“HK1” means a ERC4626 token which is automatically minted by the Konkrete Smart Contract at each deposit in a Pool, and which serves as a technical mechanism to keep an on-chain record of, among others, the amount deposited in the Pool by a Prospective Lender and the Deposit Instructions;

“Order Book” means the lending order book incorporated in the Konkrete Smart Contract and mirrored on the Site;

“Person” means an individual, a sole proprietorship, a partnership, a corporation, an association, an institution, a joint stock company, a limited liability company, a trust, a joint venture, an unincorporated organization, or a Governmental Authority or any other legal entity or specified division within a legal entity;

“Pool” means any smart contract instantiated on the Ethereum or Polygon protocol by Konkrete and assigned to each Borrower with the purpose to collect one type of Digital Assets (e.g.: ETH or USDC) to fulfill the Borrower’s Loan Request and which will provide for a Minimum Interest Rate, a Maximum Interest Rate, a Maximum Borrowable Amount as well as the duration of the Loans that will be permitted from this pool;

“Present in the U.S.” means being present in the U.S. Without limitation, a Person will be present in the U.S. if an individual acts for the financial or other benefit of or on behalf of the Person, including as an officer or other authorized representative of any entity or through any other power or authority, while the individual is present in the U.S.;

“Prospective Lender” means any Person who has deposited Digital Assets in a Pool and who has not yet entered into a Loan Agreement with a Borrower; **“Prohibited Jurisdiction”** means any of: (i) a jurisdiction subject to a comprehensive embargo by the EU, the United States or the United Nations, which comprise as of the Effective Date of the TOU, Iran, the Democratic People's Republic of Korea (“North Korea”), Cuba, Syria, Russia and the Crimea region of Ukraine, including Governmental Authorities of those jurisdictions; (ii) a high risk jurisdiction subject to a call for action by the Financial Action Task Force, which comprise as of the date of adoption, Iran and North Korea; and (iii) any other country for so long as it prohibits or would require the registration or qualification of the Konkrete Smart Contract, Konkrete, or any Affiliate with a Governmental Authority;

“Prohibited Persons” means any U.S. Person; the Government of Venezuela; any resident of Austria or Italy; any citizen or resident of, or Government and representatives of, any Nonparticipating Foreign Financial Institution, any Prohibited Jurisdiction; and any Sanctioned Person;

“Prohibited Use” has the meaning set forth in section "Prohibited Uses" of these TOU;

“Repayment Period” means the period starting on the Maturity Date during which the Borrower is required to make the repayment of the Digital Assets together with Accrued Interests and the Fees to the Konkrete Smart Contract as agreed in the Loan Agreement between the Borrower and the Lender and reflected in the Pool specificities;

“**Representatives**” means with respect to any Person, its members, stockholders, employees, managers, officers, directors, investment bankers, accountants, attorneys, agents, representatives, or Affiliates;

“**Reward**” means an amount of Digital Assets received in consideration for maintaining Digital Assets in a Pool;

“**Sanctioned Person**” refers to any Person or Digital Assets address that is: (i) specifically listed in official sanctions list; (ii) directly or indirectly owned 50 percent or more by any Person or group of Persons in the aggregate, or a Trading Account associated with such Person or Persons, referred to in official sanctions list, or Government of any Prohibited Jurisdiction; or (iii) that is sanctioned, restricted, or penalized under applicable Economic Sanctions, AML, or CTF Laws;

“**Security Breach**” means any incident that results in unauthorized access to information, computer data, applications, networks, devices or Digital Assets related to the Konkrete Smart Contract or the Site;

“**Service**” means the service detailed in section "The Service" of these TOU;

“**Start Date**” means the date on which the Loan is to commence;

“**Third-Party service**” means any data, information, insights, analysis, or articles that are contracted with third parties and made available through the Site or the service, protocol, websites or services not controlled by Konkrete or any of its Affiliates that are linked through the Site or any service;

“**United States**” or “**U.S.**” means the United States of America, its territories and possessions, any State of the United States, and the District of Columbia;

“**U.S. Person**” means:

- A Person, citizen of, or resident in, the United States.
- A Person organized, incorporated, or established under the laws of the United States or having its principal place of business in the United States.
- A Person organized, incorporated or established outside the United States directly or indirectly or effectively owned or controlled by a majority of U.S Persons or operating through an agency or branch located in the United States.
- A Person organized, incorporated or established outside the United States formed by a U.S. Person principally for the purpose of investing in securities.
- An account (whether discretionary or nondiscretionary) of a U.S. person or held for the benefit of a U.S. person.
- An estate of a decedent who was a resident of the United States at the time of death.

The service

Konkrete provides the technology which facilitates the peer-to-peer lending of Digital Assets on one or more blockchain networks thanks to any one or a combination of two or more smart contracts made available by Konkrete (the “**Konkrete Smart Contract**”). UNDER NO

CIRCUMSTANCES DOES KONKRETE HOLD DIGITAL ASSETS IN CUSTODY ON YOUR BEHALF AS PART OF THE SERVICES GOVERNED BY THESE TOU. FURTHERMORE, THE KONKRETE SMART CONTRACT IS NOT AN INVESTMENT PROGRAM NOR A SPECULATIVE TOOL.

The communication and processing of Lending Orders, Deposit Instructions, Loan Requests, payment of Rewards, on-chain transfers, processing and/or reallocation of Digital Assets and related data collection and dissemination as well as the payment of the Fees to Konkrete are governed by the Konkrete Smart Contract. Konkrete hereby grants to you the limited right to access or use the Konkrete Smart Contract through the Site or by other means (the “**Service**”).

You agree that the Konkrete Smart Contract will execute as follows:

1.

When A deposits a certain amount of Digital Assets in a Pool assigned to a specified Borrower (“**Deposited Amount**”), A instructs the Konkrete Smart Contract to record a Lending Order of the same amount, with a specified fixed interest rate which shall be between the Minimum Interest Rate and the Maximum Interest Rate of said Pool (“**Deposit Instructions**”);

1.

A’s Deposit Instructions are recorded by the Konkrete Smart Contract in the format of a Non-Fungible Token, automatically minted by the Smart Contract and transferred on-chain to A’s External Wallet;

1.

Pending the automatic decentralized execution, wholly or in part, of the Lending Order, the Deposited Amount as well as the Reward may be transferred, by A, to a Third-Party Service running a DeFi Protocol, such as Aave. The amount of the Reward is added to the Digital Assets for the purposes of the Deposit Instructions;

1.

When the Pool’s Borrower communicates a Loan Request to the Konkrete Smart Contract, which specifies the amount of the Loan, the Konkrete Smart Contract automatically fulfills the Loan Request with the available Lending Orders starting with the ones with the lowest interest rates.

1.

When the Borrower returns the Digital Assets along with Accrued Interests to a Pool during the Repayment Period (or in certain cases before the Repayment Period), A may either (i) withdraw any or all of the Digital Assets, Accrued Interests and/or the Reward to his or her External Wallet; or (ii) decide to maintain any or all of the Digital Assets, Accrued Interests and/or Reward in the Pool. Digital Assets which are maintained in the Pool are treated as newly deposited Digital Assets, offered at the same interest rate as in the initial Deposit Instructions.

Peer-to-peer Loans of Digital Assets through the Smart Contract are subject to (i) the terms of the agreement between the Lender and the Borrower (the “**Loan Agreement**”), and (ii) may be subject to limitations described in these TOU.

- Each Loan Agreement, which triggers the immediate transfer of ownership of the Digital Assets from the Lender to the Borrower, commences as of the date on which each Lending Order is partly or fully executed. The Lender agrees that it has no right of withdrawal from the Loan Agreement after execution of the Loan Request and until the Maturity Date of such Loan Agreement;
- Digital Assets deposited by the Prospective Lender in the Konkrete Smart Contract can be withdrawn by the Prospective Lender at any time prior to the execution of a Loan Agreement, using the same External Wallet used to make the deposit and subject to other provisions in these TOU. You acknowledge that you are solely responsible for any decision or action taken in relation to the Digital Assets prior to the Start Date of the Loan Agreement. In contrast, you acknowledge that you will not be able to withdraw Digital Assets deposited in the Konkrete Smart Contract after the Start Date of the Loan Agreement.
- The Konkrete Smart Contract will be used to facilitate:

1.

the deposit of Digital Assets from a Prospective Lender’s External Wallet to the Konkrete Smart Contract and minting of the NFT recording the Deposit Instructions;

1.

the transfer of deposited Digital Assets from the Smart Contract to the Borrower’s External Wallet at the Start Date of the Loan Agreement (or later in case of further borrow) as well as the payment of the Konkrete Fee;

1.

the payment by the Borrower of the Reward pending the Start Date of the Loan and the repayment of the Digital Assets together with Accrued Interests and the Fees to the Konkrete Smart Contract, during the Repayment Period as well as any Late Payment Interests, as the case may be, in accordance with the terms of the Loan Agreement;

1.

the transfer of deposited Digital Assets from the Konkrete Smart Contract to a Third-Party Service running a DeFi Protocol, pending the execution of Lending Orders relating to the deposited Digital Assets;

1.

the transfer of the Digital Assets, Accrued Interests and the Reward from the Konkrete Smart Contract to the Lender’s External Wallet, as reflected in the NFT held by the Lender; and

1.

other administrative matters such as, without limitation, recording the Lender and Borrower's specifications in the Konkrete Smart Contract, communication of information and confirming receipt and delivery of Digital Assets, as applicable.

- Digital Assets will generally be matched with the Loan Request on a “**best execution**” basis, as defined by Konkrete.
- You acknowledge and agree that Konkrete has no control over any transactions through the Konkrete Smart Contract. In particular, Konkrete has no control over the Digital Assets deposited in the Konkrete Smart Contract. You are entirely responsible for sending your Digital Assets to the correct address and most updated version of the Konkrete Smart Contract and should ensure that the Digital Assets used are supported by the Konkrete Smart Contract. Konkrete will not be able to retrieve Digital Assets sent to a wrong address or not supported by the Konkrete Smart Contract. You acknowledge that the information associated to such blockchain transactions will be public and release Konkrete and its Affiliates from any liability, error, mistake, or negligence related thereto except to the extent that it is finally judicially determined to result from the bad faith of Konkrete or such Affiliates.

Your right to use the service is a personal, restricted, non-exclusive, non-transferable, non-sublicensable, revocable, limited license and it is subject to the limitations and obligations in these TOU. Nothing in these TOU gives you any license (other than as set out in this paragraph), right, title, or ownership of, in, or to the Konkrete Smart Contract, the service, or any other intellectual property right owned by Konkrete. Furthermore, your use of the Konkrete Smart Contract or the service is restricted at any time that you are present in the United States. Konkrete may suspend or terminate the provision of the service to you or reject or cancel any Digital Asset transfer, each in its sole discretion, as required by applicable Laws.

Konkrete does not:

- provide any investment, portfolio management, legal, accounting, tax or other advice, or advice on lending techniques, models, algorithms, or any other schemes. Konkrete does not accredit, supervise, inspect, evaluate or license any third party who may provide or purport to provide any of the foregoing;
- provide any advice or express any opinion to either Lenders (including Prospective Lenders) or Borrowers on the question of whether to enter into any Loan Agreement. Neither Konkrete, nor any of its Affiliates recommends any Lender or Borrower to enter into a Loan Agreement through the Konkrete Smart Contract.
- make any representation or give any opinion as to the creditworthiness of a Borrower. A Lender must form their own opinion regarding the creditworthiness of a Borrower and undertake its own research, analysis, and assessment of each Borrower for each Loan Agreement, and where appropriate, seek its own independent financial and/or legal advice. Konkrete does not guarantee that the Borrower will repay the Loan and gives no undertaking whatsoever to the Lender. The risk of non-payment should be taken into account by the Lender in deciding whether to enter into a Loan Agreement and in deciding the Interest Rate they wish to charge for their Loan.

- Konkrete makes available certain information about a Borrower, with the intention of helping to inform Lenders. This information is supplied by the Borrower and Konkrete does not edit this information. As such Konkrete cannot guarantee that such information is completely accurate and not misleading, and therefore cannot accept liability or responsibility for the accuracy of any information supplied through the Site by a Borrower, nor any opinion expressed or implied in relation to the creditworthiness of a Borrower, in any form.
- The fees charged by Konkrete are in payment for accessing or using the service and are automatically paid by the Konkrete Smart Contract to Konkrete in Digital Assets (the “Fees”). The amount of the Fees is described in Konkrete’s Fee Schedule.

Eligibility Criteria

You can only use the service if permitted under applicable Laws. Please make sure that these TOU are in compliance with all Laws that apply to you. In addition, only eligible Persons are permitted to access or use the service. If you fail to meet any of the below eligibility criteria, you are prohibited from using the service or access or use the Konkrete Smart Contract.

You must be at least 18 years old or qualify as an adult in your country of residence.

If you are using our service on behalf of a legal entity, you represent and warrant that: (a) the legal entity is duly organized and validly existing under applicable Laws; and (b) you are duly authorized by such legal entity to act on its behalf.

You represent that the Digital Assets provided for the Loan using the service do not represent 10% or more of your personal wealth and/or assets throughout the entire duration of the Loan Agreement.

If you are a Borrower, you agree that the details that you submit to Konkrete about your business may be published on the Site and disclosed by Konkrete directly to the public. If you are, or at any time become, aware of any current or future claim (or potential claim) against you, you may not accept a Loan unless you have disclosed full details of such claim (or potential claim) to Lenders. In addition, you will be required to comply with the Konkrete Code of Conduct.

Prohibited Persons and Prohibited Jurisdictions

Access or use of the service or access to the Site in a manner restricted or prohibited will be in breach of these TOU.

You certify, covenant and agree as follows:

- You are not a Prohibited Person and, if at any time you become a Prohibited Person, you will immediately cease interacting with or transacting through, directly or indirectly, the Konkrete Smart Contract and/or using the service.
- If at any time you are present in the U.S. or any jurisdiction in which the Konkrete Smart Contract or any service is unlawful, you will not access the Konkrete Smart Contract, the Site or the service during such time.

- You will not make any order or transaction for the financial or other benefit of a Prohibited Person or any Person otherwise limited or restricted to use or access the Konkrete Smart Contract or the Site or the service.
- You will not make deposits or withdrawals to or from the Konkrete Smart Contract from, to or through any U.S. External Wallet service provider.

Konkrete reserves the right to bar transactions from or to for or with, any user for any reason (or for no reason) at any time, subject to any limitations imposed by applicable Laws.

Prohibited Uses

Any use as described below shall constitute a “**Prohibited Use**”. If Konkrete determines or suspects that the user has engaged in any Prohibited Use, Konkrete may address such Prohibited Use through an appropriate sanction, in its sole and absolute discretion.

- Violation of any Laws when using the service or the Konkrete Smart Contract. This includes any local, provincial, state, federal, national, or international Laws that may apply to you. You will not pay for, support, or otherwise engage in any illegal activities including, but not limited to, fraud, illegal gambling, money laundering, or terrorist activities. You further agree not to encourage or induce any third party to engage in any prohibited activities.
- Use the Konkrete Smart Contract or any service in order to disguise the origin or nature of illicit proceeds of, or to further, any breach of applicable Laws, or to transact or deal in, any contraband Digital Assets, property, or proceeds;
- Use the Konkrete Smart Contract or any service if any applicable Laws, prohibit, penalize, sanction, or expose Konkrete to liability for any service furnished or offered to you under these TOU;
- Use the Konkrete Smart Contract to facilitate, approve, evade, avoid, or circumvent any applicable Laws; Use the Konkrete Smart Contract or any service to evade taxes;
- Trade on the Konkrete Smart Contract, or use any service, with anything other than Digital Assets or keys that have been legally obtained by you;
- Use the Konkrete Smart Contract or any service to interfere with or subvert the rights or obligations of Konkrete or the rights of other users;
- Post, submit, publish, display, or transmit any information that violates these TOU or the rights of any Person, including the intellectual property rights of any Person;
- Present misleading or inaccurate information to Konkrete, any Issuer or take advantage of any technical glitch, malfunction, failure, delay, default, or Security Breach; Use the Konkrete Smart Contract or any service to cause a Security Breach, whether through direct access, use of automated programs or otherwise;
- Use the Konkrete Smart Contract or any service to engage in conduct that is detrimental to Konkrete or any other user;
- Use the Konkrete Smart Contract or any service in contravention of these TOU;
- Post, submit, publish, display, or transmit any Borrower’s information that is likely to deceive any Person, including without limitation by falsifying any information provided to Konkrete or any of its Affiliates, impersonating another Person or misrepresenting its affiliation with a Person, falsifying or materially omitting any information or providing misleading or inaccurate information;

- Cause injury to, or attempt to harm, Konkrete, any of its Affiliates or any Person through any user's access to the Konkrete Smart Contract or any service, including, posting, submitting, publishing, displaying, or transmitting harmful information; or posting orders intended to take advantage of any error by another Person;
- Give the impression that a Borrower is endorsed by Konkrete or its Affiliates or any other Person if that is not the case;
- Where you are subject to prohibitions or restrictions, access the Konkrete Smart Contract or use any service utilizing any virtual private network, proxy service, or any other Third-Party Service, network, or product with the effect of disguising your IP address or location, or access the Konkrete Smart Contract or use any service using a Digital Assets address in or subject to the jurisdiction of any Prohibited Jurisdiction or Government thereof;
- Access the Konkrete Smart Contract or use any service while you are present in or are subject to the jurisdiction of any Prohibited Jurisdiction, the United States or any jurisdiction in which use of the service is unlawful or a Government of any Prohibited Jurisdiction;
- Post, submit, publish, display, or transmit any advertising or promotional material without the prior written consent of Konkrete or its Affiliate;
- Utilize the service or the Konkrete Smart Contract for the financial or other benefit of any other Person unless permitted by Laws; or
- violate, promote, cause a violation of, or conspire or attempt to violate these TOU or applicable Laws.

When accessing or using the service, you must:

- comply with all applicable Laws and not participate in, facilitate or further illegal activities: the access or use of the Site, the Konkrete Smart Contracts and the service is void where prohibited by applicable Laws, and shall not be the basis for the assertion or recognition of any right, remedy, power, or privilege;
- not engage in any activity that is harmful to Konkrete or its Affiliates, users or Third-Party Service providers; and
- not use the service or any process to damage, disable, impair, or otherwise attack the service, the Konkrete Smart Contract, the Site or the networks connected thereto.

Third-Party Services

The Site may contain hyperlinks or references to third party protocols, websites, services or products. Any such hyperlinks or references are provided for your information and convenience only. Konkrete does not have control over Third-Party Services and accepts no legal responsibility for any content, material or information contained in them. The display of any hyperlink and reference to any Third-Party Service does not mean that Konkrete endorses the Third-Party Service. Your use of a Third-Party Service shall be governed by the terms and conditions of the Third-Party Service.

License

You acknowledge that the service and, as applicable, the Konkrete Smart Contract, are protected by copyright, trademark, and other intellectual property or proprietary rights laws and that all rights not expressly granted to you in these TOU are reserved.

Except as expressly authorized by Konkrete, you agree that you shall not, directly or indirectly, (i) license, sublicense, lease, donate, sell or resell, provide access, transfer, assign, distribute, or otherwise commercially exploit or make available to any Person all or any part of the Site or, as applicable, the Konkrete Smart Contract or service in any way; (ii) copy, modify, reproduce, republish, distribute, or make derivative works based upon all or any part of the Site or, as applicable, the Konkrete Smart Contract or service; (iii) frame or mirror any or all part of the Site in order to (a) build or provide a competitive product or service, (b) build or provide a product or service using similar ideas, features, functions, or graphics of all or any part of the Konkrete Smart Contract or service, or (c) copy any ideas, features, functions, or graphics of all or any part of the Site or, as applicable, the Konkrete Smart Contract or service.

You agree not to copy, display, or use the Konkrete trademarks, service marks and trade names or other content, such as materials on the Site, without express, prior, written permission from Konkrete, including as a domain name, as a social media profile, on a website, in an advertisement, in connection with an email address, in Internet search results, in meta data or code, or in any other manner;

You may link to the Site, provided you do so in a way that is fair and legal and does not damage Konkrete's reputation or take advantage of it. Please do not link in a way which suggests any form of partnership, association, approval, or endorsement on Konkrete's part without prior, express, written consent.

Your Representations & Warranties

You hereby represent and warrant to Konkrete on each occurrence on which you utilize the Konkrete Smart Contract or the service or access the Site, in each case with reference to the facts and circumstances existing at such date, as follows:

- for natural persons, that you are 18 years of age or older and you have the capacity to contract under applicable Laws;
- for legal persons, that you are duly authorized to access or use the service on its behalf and that it is duly organized and validly existing under the applicable Laws;
- that neither you nor the Person on behalf of or for the benefit of which you are using the Konkrete Smart Contract is a Prohibited Person or any Person subject to the jurisdiction of a Prohibited Jurisdiction or any Person otherwise restricted from using the Konkrete Smart Contract by these TOU and that you are using the Konkrete Smart Contract in a manner which is not restricted or prohibited by these TOU and that you have had the opportunity to seek legal, accounting, taxation and other professional advice regarding the applicable Konkrete Terms;
- that, prior to accessing or using the Konkrete Smart Contract, you (i) have carefully considered and have, to the extent necessary, discussed with your professional legal, tax, accounting and financial advisers the suitability of the relevant Loan and (ii) have carefully reviewed any relevant information, which may include details regarding technology, functionality and risks considerations;

- that you acknowledge and understand that the Borrower's information have not been verified by Konkrete for adequacy, accuracy or completeness and Konkrete and its representatives are not responsible for the legality, reliability, accuracy, and appropriateness of such content or materials; that you acknowledge and understand that Konkrete: (i) is not your lawyer or advisor and does not provide any investment, portfolio management, legal, accounting, tax or other advice, or advice on lending techniques, models, algorithms, or any other schemes; and (ii) has no fiduciary relationship or obligation to you regarding any decisions made by you with respect to use of the service. The service is complex and carries a high level of risk and is not appropriate for Persons who do not possess the appropriate level of knowledge and experience to use it. Konkrete is under no obligation to assess the suitability of the service for you and any comment or statement which may be made by Konkrete or any of its Affiliates as to the suitability of the service to you should under no circumstances be considered as investment or legal advice and should not be received or relied upon as such;
- that you will not use the Konkrete Smart Contract or any service in order to conceal or disguise the origin or nature of proceeds of crime or terrorist financing, or to further, any breach of applicable Laws, or to deal in any unlawful Digital Asset, property, funds, or proceeds;
- that you will not trade or otherwise transact on the Konkrete Smart Contract or use any service with anything other than Digital Assets that have been legally obtained, in which you have good and marketable title or other relevant and sufficient rights thereto and that are not subject to any liens, claims, and encumbrances that are inconsistent with such transactions on the Konkrete Smart Contract or use of service;
- that you are in compliance with, and must, at your own cost and expense, comply with all Laws that relate to or affect the service conducted under these TOU, including, without limitation, establishing, maintaining and enforcing your own AML-CTF program where applicable, especially as a Borrower;
- that you have not (i) violated; (ii) been fined, debarred, sanctioned or the subject of Economic Sanctions-related restrictions, or otherwise penalized under;
- that neither you nor any of your Affiliates is: (i) itself or owned (beneficially or of record) or controlled by a Sanctioned Person; (ii) involved in any transaction, transfer, or conduct, whether or not by using or receiving the service, that is likely to result in your or your Affiliates becoming a Sanctioned Person; (iii) residing or domiciled in, or transferring Digital Assets or property to, from, or through any Digital Assets address, or engaging in any transaction on the Konkrete Smart Contract from a Prohibited Jurisdiction; or (iv) otherwise a Prohibited Person;
- that you will not falsify or materially omit any information provided to Konkrete in the course of, directly or indirectly relating to, or arising from your interactions with the Konkrete Smart Contract or use of the Site or the service;
- that you will employ reasonable software and techniques to protect you from being the victim of a hack or of other malicious actions by a Malicious Software;
- that you shall not introduce or transmit any Malicious Software into the Konkrete Smart Contract or Konkrete and its Affiliates' computer systems;
- that you acknowledge and agree that any instructions undertaken through the External Wallet whitelisted by the Konkrete Smart Contract are deemed to be valid, binding, and conclusive, regardless of whether there is any error resulting from an

instruction made by it, any error resulting, directly or indirectly, from fraud or the duplication of any instruction made by it or the malfunction of any device or compromise of your means of access to it and that Konkrete Smart Contract may act upon those instructions without incurring any liability or responsibility;

- that you will fairly and promptly report all income associated with your activity on the Konkrete Smart Contract pursuant to applicable Laws and pay any and all taxes thereon; and
- that you will accurately and promptly inform Konkrete if you know or have reason to know whether any of the foregoing representations or warranties no longer is correct or becomes incorrect.

Limitation of Liability and Release: IMPORTANT

You agree to release Konkrete and its Affiliates from liability for any and all Losses, and you shall indemnify and save and hold Konkrete and its Affiliates harmless from and against all Losses, to the extent permitted by Law. The following limitations of liability, releases and indemnities shall apply whether the alleged liability or Losses are based on contract, negligence, tort, unjust enrichment, strict liability, violation of any Laws, or any other basis, even if Konkrete or its Affiliates have been advised of or should have known of the possibility of such Losses and damages, and without regard to the success or effectiveness of any other remedies.

- The information presented on or through the Site is made available for general information purposes only and Konkrete does not warrant the accuracy, completeness, or usefulness of this information. Such information cannot be relied on as a guarantee of any particular result;
- The Konkrete Smart Contract is intended solely for proper use of Digital Assets as designated on the Site. Konkrete assumes no responsibility in connection with any attempt by users to use Digital Assets not supported by the Konkrete Smart Contract, including following a Fork event. The current list of Digital Assets supported by the Konkrete Smart Contract are the ones displayed at "[Konkrete.io](https://konkrete.io)".
- Each user is solely responsible and liable (i) for any and all lending and non-lending activity on or through the Konkrete Smart Contract including, without limitation, for knowing the true status of any position in a Loan Agreement, even if presented incorrectly by the Konkrete Smart Contract or NFT at any time;
- In the event of any conflict between the information reflected in the Konkrete Smart Contract or embedded in the NFT and relevant Loan Agreements, the Konkrete Smart Contract takes precedence, even if this results in Losses to one or more users or increases one or more users' Losses;
- Each user is fully responsible for safeguarding access to their External Wallets (including but not limited to their private keys) which will be used by the Konkrete Smart Contract notably for repayment purposes. Losing the private keys associated with such External Wallets means the Loss of the Digital Assets which will be returned to them. Konkrete will not be able to modify the addresses associated to External Wallets.
- There is no guarantee against Losses on the Konkrete Smart Contract and you may lose more than you have engaged in lending on the Konkrete Smart Contract, including due to a Security Breach, a Prohibited Use or a Force Majeure Event;

- You are responsible for obtaining at your own expense all equipment and service needed to access the Site or the service; and
- You acknowledge and agree that nothing in these TOU constitutes an undertaking by Konkrete to provide updates, modifications or enhancements to the Site or to continue providing you with access to the Site, or any aspect or portion of the Site, in the future. Konkrete may, in its sole discretion, change any aspect of a Site or discontinue the Site without notice. You have no right whatsoever to claim damages, specific performance, or compensation in any form from Konkrete as a result of actions it takes in its updates to the Konkrete Smart Contract.

You irrevocably agree and acknowledge that Konkrete assumes no liability or responsibility for and has no liability or responsibility for any Losses directly or indirectly arising out of or related to:

- the Konkrete Smart Contract, the Site, the service and your use of any of them, except as explicitly provided for in these TOU;
- any failure by you, any of your Affiliates to comply with applicable Laws or these TOU;
- any inaccurate, misleading, or incomplete information, representation, suggestion or statement by Konkrete, including in any Borrower's information; or on the Konkrete Smart Contract, such as without limitation, information regarding your NFT, the Deposited Amount, Interest Rate in each case whether caused by Konkrete's negligence or otherwise;
- any failure, delay, malfunction, interruption, or decision by Konkrete in operating the Konkrete Smart Contract or providing the service;
- any Breach of Security or any criminal or other third-party act affecting Konkrete or its Affiliates; or
- You hereby acknowledge that Digital Assets are not subject to the protections or insurance provided by any Government.

In addition, although any Person may maintain insurance for its own benefit in connection with its business, this insurance, if maintained, is solely for the benefit of such Person and does not guarantee or insure the other users of the Konkrete Smart Contract in any way. In addition to these TOU, you may be bound by any additional terms required by providers of Third-Party service, including the Borrower's terms, which may differ from those of Konkrete and its Affiliates. Konkrete and its representatives make no representations about, accept no liability for and are unable to control any Third-Party service. It is your sole responsibility to review the accuracy or reliability of any information, data, opinions, policies, advice, or statements contained in Third-Party services.

No Representations and Warranties by Konkrete

Konkrete makes no representations, warranties, covenants, or guarantees to you of any kind and, to the extent permitted by applicable Laws, Konkrete expressly disclaims all representations, warranties, covenants or guarantees, express, implied or statutory, with respect to the Site or, as applicable, the Konkrete Smart Contract and the service. The Site and, as applicable, the Konkrete Smart Contract and the service, are offered strictly on an as-is, where-is basis and, without limiting the generality of the foregoing, are offered without any representation as to merchantability or fitness for any particular purpose. Konkrete may

also provide access to features or services that are identified as “beta” or “pre-release”. You understand that such services are still in development, may contain bugs or errors, may materially change prior to a full commercial launch, or may never be released commercially. Furthermore, Konkrete reserves the right to limit the availability of the Site to any Person, geographic area or jurisdiction it so desires and/or to terminate access to and use of the Site to any Person, at any time and in its sole discretion.

No Waiver and Remedies

Any failure by Konkrete to exercise any of its rights, powers, or remedies under these TOU, or any delay by Konkrete in doing so, does not constitute a waiver of any such right, power, or remedy. The single or partial exercise of any right, power, or remedy by Konkrete does not prevent either from exercising any other rights, powers, or remedies. The remedies of Konkrete are cumulative with and not exclusive of any other remedy conferred by the provisions of these TOU, or by law or equity. You hereby agree that the remedies to which Konkrete is entitled include: (i) injunctions to prevent breaches of these TOU and to enforce specifically the terms and provisions hereof and thereof; and (ii) the right to recover the amount of any Losses by set off against any amounts that Konkrete would otherwise be obligated to pay you.

Force Majeure

You hereby agree that Konkrete is not responsible for damages caused by delay or failure to perform undertakings under these TOU when the delay or failure is due to Force Majeure Event. In case of a Force Majeure Event, Konkrete is excused from any and all performance obligations under these TOU.

Assignment

No right, duty or obligation hereunder these TOU may be assigned or delegated by you. These TOU, and any of the rights, duties, and obligations contained herein or therein, are freely assignable by Konkrete, in whole or in part, without notice or your consent. Any attempt by you to assign these TOU without written consent is void. Subject to the foregoing, these TOU, and any of the rights, duties, and obligations contained or incorporated herein or therein, shall be binding upon and inure to the benefit of the heirs, executors, administrators, personal or legal representatives, successors and assigns of you and of Konkrete.

Termination & Survival

The relationship between you and Konkrete with respect to the Site may be terminated at any time for any reason or no reason. The provisions of section "Your Representations & Warranties", section 8 "Limitation of Liability and Release", section "No Representations and Warranties by Konkrete", section "No Waiver and Remedies" and section "Force Majeure" shall survive the termination of these TOU.

Severability

If any provision in these TOU, as amended from time to time, is found to be unenforceable, void or invalid, in whole or in part, that provision shall be severed with the remainder of these TOU remaining in full force and effect.

Electronic Communications

You agree and consent to receive electronically all communications, agreements, documents, policies, notices and disclosures that Konkrete may provide in connection with these TOU through publication on any part of the Site or, as applicable to you, through the Konkrete Smart Contract or to your authorized e-mail address on file with Konkrete. Such communications shall be deemed effective and received by you on the date on which the communication is published on any part of the Site or, if applicable, the Konkrete Smart Contract or sent to your e-mail address.

Governing Law

The Konkrete Terms are governed by, interpreted and enforced in accordance with the laws of France and shall be interpreted in all respects as a French contract. Any Litigation arising out of or related to any Konkrete Terms, shall be governed by French Laws.

Any Litigation arising out of or related to (i) any Konkrete Terms or the existence, breach, termination, enforcement, interpretation or validity hereof; (ii) the operations of the Konkrete Smart Contract or your access or use of the service at any time, is subject to the exclusive jurisdiction of the competent courts of Paris, France.

You irrevocably and unconditionally agree and consent to the exclusive jurisdiction and venue of French courts, and waive any objections thereto.

SCHEDULE 1: Konkrete RISK DISCLOSURE STATEMENT

Entering into a Loan Agreement entails significant risks of financial loss. You should not commit funds to entering into a Loan Agreement that you are not prepared to lose entirely. You should not enter into a Loan Agreement or delegate to a third party the right to utilize the service on your behalf unless you understand the associated risks. This Risk Disclosure Statement describes the principal risks of entering into a Loan Agreement through the Konkrete Smart Contract but it does not and cannot describe every risk or consideration involved in entering into a Loan Agreement. This Risk Disclosure Statement forms a part of the Konkrete TOU and utilizes certain terms that are defined in it. Please consult the TOU for further information regarding those terms.

Risks of entering into a Loan Agreement include, but are not limited to, the following:

- **Digital Asset Price Volatility.** Market prices for Digital Assets can be volatile and highly unpredictable. Variation in prices exposes you to recover, at the Maturity Date of the Loan Agreement or when you burn your NFT prior to the Maturity Date for any reason, a fiat equivalent amount which is lower than the fiat equivalent amount of the facial value of the NFT at the Start Date of the Loan Agreement.
- **Liquidity Risk:** You will be prohibited from transferring the NFTs generated by the Konkrete Smart Contract on the blockchain. You may only liquidate your position by burning your NFT, under the conditions described on the Site. Neither Konkrete nor the Borrower shall be obligated to repurchase your NFT. You should therefore not enter into a Loan Agreement with the expectation of profiting from selling the NFTs. Furthermore, markets for Loans can at times become what is known as “illiquid,”

which means there is a scarcity of Persons who are willing to repurchase a Loan at any one time and a scarcity of Lending Orders and offers. There is no guarantee that the markets for any Loan will be active and liquid or permit you to establish or liquidate positions in the Loan when desired or at favorable prices.

- **Technology Risks:** Your expectations regarding the form and functionality of any Smart Contract may not be met. Any Smart Contract may malfunction or function in an unexpected or unintended manner. Furthermore, Konkrete may display on the Site Interest Rates, Lending Orders and Loan Requests that relate to Loans. Displayed information of this nature is for the convenience of Site's users only and may not reflect actual Interest Rates, Lending Orders or Loan Requests due to latency, calculation error, or display or transmission problems.
- **Legal Risk:** The legality of the Loan may not be clear and may vary under the laws of different jurisdictions throughout the world. This can mean that the legality of entering into the Loan Agreement is not always clear. Whether and on what basis a Digital Asset Loan may constitute a regulated activity might vary from one jurisdiction to another. Further, treatment under various laws may change at any time without warning. You are responsible for knowing and understanding how the Laws applicable to you or your property, rights or assets address, limit, regulate, and tax the Loan you enter into and any proceeds therefrom.
- **Fork Risks.** Konkrete does not own or control the underlying software protocols which govern the operation of Digital Assets supported by the Konkrete Smart Contract. Generally, the underlying protocols are open source, and anyone can use, copy, modify, and distribute them. Konkrete assumes no responsibility for the operation of the underlying protocols and is not able to guarantee the functionality or security of network operations. In particular, the underlying protocols may be subject to sudden changes in operating rules (including Forks). Any such material operating changes may materially affect the availability, value, functionality, and/or the name of the Digital Assets loaned to the Borrower or deposited in the Konkrete Smart Contract. Konkrete does not control the timing and features of these material operating changes. It is your responsibility to make yourself aware of upcoming operating changes and you must carefully consider publicly available information and information that may be provided by Konkrete in determining whether to continue to use the Konkrete Smart Contract for the affected Digital Asset. In any event, Konkrete is not committed to release a new version of the Konkrete Smart Contract which supports any new Digital Asset, fork or other actions. You acknowledge and accept the risks of operating changes to Digital Asset protocols and agree that Konkrete is not responsible for such operating changes, is not liable for any Loss you may experience as a result of such changes in operating rules and that Konkrete has no responsibility to assist you with unsupported Digital Assets or protocols.
- **External Wallet Risks:** All Lenders agree that Digital Assets may remain in the smart contracts of operational Pools until their Loan Agreement is effective. Digital Assets sitting in a same Pool may be commingled with the Digital Assets of other Lenders pending the effective date of the Loan Agreement. Your Digital Assets are subject to risk of total loss from, among other things, Security Breaches from cyber-attacks that hack and steal Digital Assets, electronic or technological failures that impede or prevent your access, recordkeeping errors, and any insolvency, bankruptcy, or material financial losses of or incurred by a Borrower. Furthermore, you acknowledge

that Konkrete may block transactions coming from/ going to your External Wallet in the event that you are believed to be in breach of any of the provisions in the TOU.

- **Default Risk:** When a Lender finances a Loan on a peer-to-peer basis, the Lender runs the risk of losing the Digital Assets provided to the Borrower. Konkrete is not a counterparty to any Loan Agreement and has no financial responsibility or liability for any failure of any Borrower to honor its financial obligations. There is always a risk that the Borrower will renege, default, or otherwise fail to honor its financial obligations or will be unwilling or unable to abide by the terms of its agreements. In particular, market conditions may make it more burdensome to reimburse its Loan at the Maturity Date. Likewise, when a Borrower accepts to enter a Loan Agreement, the Borrower accepts the risk of not being able to repay that financing.
- **Reliance on Information Available on the Site:** Konkrete does not review third party content posted on the Site for adequacy, accuracy or completeness. Konkrete and its Affiliates are not responsible for the legality, reliability, accuracy, and appropriateness of such content. You are personally responsible for verifying any information that you find on the Site that you wish to rely on, whether for investment decisions or otherwise.
- **No Advice:** Konkrete does not recommend that you enter into any Loan Agreement. The information provided on the Site, and any communications from Konkrete or any of its Affiliates to Lenders, do not, and are not intended to, constitute financial, investment, accounting, legal or any other advice. All information, content, and materials available on the Site, or otherwise provided by Konkrete or any of its Affiliates, are for general informational purposes only. Konkrete will not be held responsible for the decisions you make to enter into a Loan Agreement, based on the information provided on the Site, and any communications from Konkrete or any of its Affiliates.
- **Tax Liability.** Any realized gains from Loans may create tax liability and you are solely responsible for reporting and paying such taxes.
- **Limited Recourse.** Your recourse against Konkrete is limited in the event of a dispute with Borrower or a Loss in connection with a Loan or the use of the service.

SCHEDULE 2: KONKRETE CODE OF CONDUCT

A Borrower, in the conduct of its business through the Konkrete Smart Contract, shall conduct its business with integrity, including, without limitation, by repaying any amount due including Accrued Interests as well as the Fees in a timely manner and by paying any applicable late repayment fees, as the case may be.

Borrowers are prohibited from engaging in abusive peer-to-peer Digital Asset lending practices (fraudulent, manipulative, or deceptive) in order to execute transactions that otherwise would be prohibited.

No Borrower shall make any false statement or misrepresentation in any communication to Konkrete.

A Borrower shall establish and maintain commercially reasonable policies and procedures designed to ensure that all of its employees and representatives observe these standards and avoid conflicts of interest harmful to other users on the Konkrete Smart Contract.

SCHEDULE 3: FEE SCHEDULE

"**Establishment Fee**" means the fee paid by the Borrower to the Konkrete platform at the time of execution of the Loan Request. The amount of the Establishment Fee should correspond to a certain percentage of the amount of each Loan and will be determined at the pool creation.

"**Repayment Fee**" means the fee paid by the Borrower to the Konkrete platform at repayment. The Repayment Fee should be, for each Loan, equal to 10 % of the Accrued Interests to be paid by the Borrower under such Loan.