

## TERMS AND CONDITIONS OF BORROWING

(USDe Edition – v1.0)

These Terms and Conditions of Borrowing (USDe Edition – v1.0) (hereafter, the “**T&Cs**”) set forth the terms and conditions upon which Catalyst RWA, a foundation company incorporated under the laws of the Cayman Islands (the “**Borrower**”), is prepared to borrow assets from one or more direct or indirect users of Veda vaults (each a “**Veda Vault**”) that contain assets contributed by such users (each a “**Lender**”).

These T&Cs are effective as of 25 September 2025, and govern all lending arrangements between the Borrower and any Lender that chooses to lend assets, directly or indirectly, through a Veda Vault pursuant to these T&Cs.

By making assets available to be borrowed by the Borrower, each Lender agrees to be bound by these T&Cs.

### 1. Scope and Application of T&Cs

These T&Cs govern all lending arrangements between the Borrower and any Lender. They apply automatically to all Lender’s that use, directly or indirectly, an applicable Veda Vault to make assets available to be borrowed by the Borrower without need for separate execution.

For clarity, each user of a Veda Vault that makes assets available to be borrowed by the Borrower, directly or indirectly, shall be deemed a “Lender” under these T&Cs. The Borrower’s obligations to all Lenders rank *pari passu*. No Lender shall have any preferential rights or treatment compared to other Lenders with respect to repayment, returns, or enforcement.

Each Lender and the Borrower acknowledge and agree that they are dealing with each other on an arm’s-length basis and solely as independent contracting parties. Nothing in these T&Cs shall be construed as creating any partnership, joint venture, fiduciary relationship, agency, or employment relationship between them. No party shall have authority to bind another party in any manner, or to act as agent for or on behalf of the other, unless expressly provided herein. For the avoidance of doubt (i) the Borrower shall at all times act solely as principal; (ii) any assets borrowed under these T&Cs shall be the proprietary assets of the Borrower to be applied for its own account and not on behalf of any Lender; and (iii) the Borrower is not acting as a fiduciary or investment manager.

### 2. Loan Amount and Use of Proceeds

The amount of assets borrowed from a particular Lender (each such amount being “**Borrowed Assets**”) shall be determined by the relevant provisions applicable to the relevant Veda Vault, which may include but are not limited to vault-specific automated allocation rules or other decision-making protocols implemented through the relevant Veda Vault. There shall be no minimum or maximum lending amount unless otherwise determined by the relevant Veda Vault.

The Borrower shall use reasonable endeavors to deploy some or all of the Borrowed Assets directly or indirectly into the Ethena Protocol for the purposes of obtaining existing or newly minted USDe (together, the “**Ethena Assets**”).

### **3. Investment Discretion**

The Borrower may, in its sole and absolute discretion, trade or otherwise deploy (i) the Ethena Assets; and (ii) any portion of the Borrowed Assets not deployed into Ethena Assets, in such manner as the Borrower may determine and any profits generated by the Borrower from such trading or deployment shall be referred to herein as the “**Deployment Profits**”. The Borrower may commingle the Borrowed Assets, Ethena Assets and Deployment Profits related to a particular Lender with the Borrowed Assets, Ethena Assets and Deployment Profits from or more other Lenders.

The Borrower shall, subject to the limitations contained herein, maintain all discretion with respect to the investment (and reinvestment) and deployment (and redeployment) of all Borrowed Assets, Ethena Assets and Deployment Profits in accordance with these T&Cs and shall use reasonable endeavors to:

- (a) continuously monitor and maintain oversight of all positions established pursuant to its borrowing hereunder;
- (b) maintain accurate and complete records of all Borrowed Assets, Ethena Assets and Deployment Profits; and
- (c) implement and maintain such risk management protocols that it deems appropriate.

### **4. Borrowing Period and Participating Interest**

The Borrower shall be entitled to borrow the Borrowed Assets (and any Ethena Assets and Deployment Profits generated therefrom) for such period of time as it determines in its sole and absolute discretion (with each such period of time for the Borrowed Assets (and any Ethena Assets and Deployment Profits generated therefrom) connected to a given Lender being the “**Relevant Borrowing Period**”).

At the end of each such Relevant Borrowing Period, the Borrower shall as soon as practicable repay to the relevant Lender a participating return of at least 95% of all Borrowed Assets, Ethena Assets and Deployment Profits related to such Lender less any amounts incurred directly or indirectly by the Borrower for protocol fees, gas costs and any further expenses incurred by the Borrower with respect to the relevant Borrowed Assets, Ethena Assets and Deployment Profits during the Relevant Borrowing Period.

The Borrower, in its sole and absolute discretion, may determine to repay only a portion of the Borrowed Assets (and any Ethena Assets and Deployment Profits generated therefrom) in connection with a given loan from a Lender and in the event the Borrower makes such a determination the repayment obligations set out above shall apply only with respect to the repaid portion of the Borrowed Assets (and any Ethena Assets and Deployment Profits generated therefrom) during the Relevant Borrowing Period and any remaining balance of the Borrowed Assets (and any Ethena Assets and Deployment Profits generated therefrom) shall thereafter be calculated

with respect to that remaining balance of the Borrowed Assets (and any Ethena Assets and Deployment Profits generated therefrom) for the duration of the Relevant Borrowing Period.

All calculations shall be undertaken by the Borrower and shall be made in good faith by the Borrower in accordance with standard accounting principles.

## **5. Borrower Representations and Warranties**

The Borrower hereby represents and warrants as of the date of any borrowing of Borrowed Assets that:

- (a) It is duly incorporated and validly existing under the laws of the Cayman Islands and has full power and authority to conduct its business as currently conducted;
- (b) It has full corporate power and authority to enter into these T&Cs and to perform its obligations hereunder and thereunder, with all necessary corporate and regulatory approvals having been obtained;
- (c) Its entry into and performance under these T&Cs does not violate any law, regulation, its constitutional documents, or any agreement to which it is a party;
- (d) It has, and will maintain, sufficient financial and operational resources to perform its obligations under these T&Cs, including the obligation to repay the loan in accordance with Clause 4;
- (e) There is no litigation, arbitration, or administrative proceeding current or, to its knowledge, pending or threatened against it which, if adversely determined, would have a material adverse effect on its ability to perform its obligations under these T&Cs; and
- (f) All information provided by it to Lenders is true, accurate and complete in all material respects and not misleading;
- (g) It is acting as principal and not as agent, nominee, or service provider for any Lender and that it will not use the Borrowed Assets to access the USDe mint/redeem functionality on behalf of any third party; and
- (h) It is not carrying on, and will not carry on, any activity in or from within the Cayman Islands that would require licensing or registration under the *Virtual Asset (Service Providers) Act (As Revised)* or any other regulatory law, and that it will not hold itself out as providing investment management or advisory services or acting as a fund manager or advisor for any Lender.

The above representations and warranties shall be deemed repeated on each day that any Borrowed Assets remain outstanding.

## **6. Ongoing Covenants**

Throughout the term of any lending arrangement under these T&Cs, the Borrower hereby covenants and agrees to:

- (a) maintain its corporate existence and good standing under the laws of the Cayman Islands and maintain all necessary licenses, permits and authorizations required for its operations;
- (b) use the Borrowed Assets (and any Ethena Assets and Deployment Profits generated therefrom) exclusively as set out herein;
- (c) maintain complete, accurate and up-to-date records of all transactions; and
- (d) promptly notify Lenders of any: (i) actual or potential Borrower Default Event; (ii) material adverse change in the Borrower's financial condition or operations; (iii) regulatory inquiry or proceeding affecting the Borrower or, so far as the Borrower is aware, the Ethena Protocol; or (iv) technical incident or security breach that could materially affect the Borrowed Assets (and any Ethena Assets and Deployment Profits generated therefrom).

## 7. Events of Default

Each of the following events shall constitute a "**Borrower Default Event**" under these T&Cs:

- (a) The Borrower fails to make any repayment of Borrowed Assets (and any Ethena Assets and Deployment Profits generated therefrom) when due, and such failure continues for thirty (30) days after the due date;
- (b) The Borrower breaches or fails to perform any covenant, obligation or agreement under these T&Cs, and such breach or failure continues unremedied for thirty (30) days;
- (c) The Borrower (i) becomes insolvent or generally fails to pay its debts as they become due, (ii) commences or becomes subject to any bankruptcy, insolvency, reorganization, liquidation or similar proceeding, (iii) makes a general assignment for the benefit of creditors, or (iv) has a receiver, trustee or similar official appointed for substantially all of its assets;
- (d) Any representation or warranty made by the Borrower in these T&Cs proves to have been materially false or misleading when made;
- (e) The Borrower ceases to maintain its corporate existence or sells, transfers or disposes of all or substantially all of its assets; or
- (f) The Borrower uses or deploys any portion of the Borrowed Assets other than as permitted by these T&Cs.

The occurrence of any Borrower Default Event shall entitle the relevant Lender (acting through the operator of the Veda Vault (the "**Vault Operator**") as its nominee) to exercise the remedies set forth in Clause 8 of these T&Cs.

Any breach of these T&Cs by a Lender shall constitute a “**Lender Default Event**” under these T&Cs by such Lender.

## **8. Remedies and Enforcement**

Upon the occurrence of any Borrower Default Event, the relevant Lender (acting through the Vault Operator) shall have the right to declare all Borrowed Assets (and any Ethena Assets and Deployment Profits generated therefrom) immediately due and payable. The Borrower acknowledges and agrees that enforcement of remedies may be executed through automated technological mechanisms deployed on the relevant blockchain networks.

The Borrower hereby grants to each Lender (acting through the Vault Operator) the right to implement and execute automated enforcement protocols, including but not limited to, smart contract-based liquidation mechanisms, automated position unwinding, and direct access to deployed assets. Such technological enforcement shall be deemed a valid exercise of remedies under these T&Cs.

In addition to technological enforcement rights, the relevant Lender (acting through the Vault Operator) shall be entitled to seek specific performance and other equitable remedies through traditional legal channels. The Borrower acknowledges that monetary damages alone may be inadequate given the nature of the lending arrangement and the potential difficulties in securing equivalent alternative deployments within the Ethena Protocol.

Upon the occurrence of any Lender Default Event, the relevant Lender shall indemnify, defend and hold harmless the Borrower and its directors, officers, employees, shareholders, agents or affiliates (each a “**Borrower Indemnified Party**”) from and against any and all losses, liabilities, claims, damages, costs and expenses (including reasonable legal fees and expenses) which any Borrower Indemnified Party may suffer or incur arising out of or in connection with any breach by the Lender of any provision of these T&Cs.

The exercise of any particular remedy shall not be deemed a waiver of any other available remedy, and all remedies shall be cumulative and not exclusive.

## **9. Limited Recourse, Non-Petition, Class Action Waiver and Appointment**

Each Lender acknowledges and agrees that its recourse against the Borrower under these T&Cs shall be limited solely to the Borrowed Assets (and any Ethena Assets and Deployment Profits generated therefrom) related to the relevant Lender. Each Lender shall have no recourse to any other assets of the Borrower or against any director, officer, employee, shareholder, agent or affiliate of the Borrower, and no such person shall have any personal liability for the obligations of the Borrower hereunder.

Each Lender further covenants and agrees that it shall not institute, or join any other person in instituting, any bankruptcy, reorganization, arrangement, insolvency, or liquidation proceedings against the Borrower or against any director, officer, employee, shareholder, agent or affiliate of the Borrower.

To the maximum extent permitted by applicable law, each Lender agrees that any dispute, claim, or controversy arising out of or relating to these T&Cs shall be resolved solely on an individual basis. Each Party expressly waives any right to initiate, participate in, or recover relief as a plaintiff or class member in any purported class, collective, or representative proceeding.

Each Lender (i) hereby appoints the Vault Operator on an exclusive and irrevocable basis as its sole agent and attorney-in-fact to enforce all provisions of these T&Cs against the Borrower on behalf of the relevant Lender; and (ii) agrees not to take any actions other than through the Vault Operator. The Vault Operator shall have full power and authority to take any and all actions, exercise any rights, and pursue any remedies available to a Lender under the T&Cs, including, without limitation, initiating legal proceedings, making demands, issuing notices, settling claims, and executing any documents necessary or desirable in connection with such enforcement.

The Borrower acknowledges and agrees that any action taken by the Vault Operator in accordance with these provisions shall be binding on the Borrower as if taken directly by the relevant Lender. Each relevant Lender further agrees to indemnify, defend, and hold harmless the Vault Operator and its directors, officers, employees, shareholders, agents or affiliates (each a “**Vault Operator Indemnified Party**”) from and against any and all losses, liabilities, claims, damages, costs and expenses (including reasonable legal fees and expenses) arising out of or in connection with their enforcement of the T&Cs on behalf of the relevant Lender.

EACH LENDER (ACTING THROUGH THE VAULT OPERATOR) EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE LIMITATIONS OF RECOURSE AND NON-PETITION PROVISIONS SET FORTH IN THIS CLAUSE 9 ARE A MATERIAL INDUCEMENT FOR THE BORROWER TO ENTER INTO THESE T&CS AND THAT THE BORROWER WOULD NOT HAVE AGREED TO BORROW ASSETS FROM THE RELEVANT LENDER WITHOUT SUCH LIMITATIONS.

The provisions of this Clause 9 shall survive any termination of these T&Cs.

## **10. Risk Disclosures**

Each Lender acknowledges and agrees that lending under these T&Cs involves significant risks, including but not limited to:

- (a) *PROTOCOL RISKS*: The Ethena Protocol is experimental technology that may contain bugs, vulnerabilities, or other defects that could result in loss of assets. Smart contract risks, oracle failures, or other technical issues could impact the generation and maintenance of USDe positions.
- (b) *MARKET VOLATILITY*: The value of cryptocurrencies and digital assets used as collateral in the Ethena Protocol can be highly volatile. Rapid price movements could trigger liquidations or impact the ability to maintain USDe positions, potentially resulting in losses.
- (c) *REGULATORY RISKS*: Changes in laws, regulations, or enforcement priorities in any relevant jurisdiction could adversely affect the legality, operation, or economic viability of the lending arrangement, the Ethena Protocol, or USDe. The Borrower provides no assurance regarding ongoing regulatory compliance.

(d) *TECHNOLOGY RISKS*: The lending arrangement relies on blockchain networks, smart contracts, and other emerging technologies that may be subject to network congestion, delays, attacks, or technical failures. Technology upgrades or forks could disrupt operations.

(e) *NO GUARANTEED RETURNS*: Past performance does not guarantee future results. The investment returns on the Borrowed Assets (and any Ethena Assets and Deployment Profits generated therefrom) may vary significantly and could be negative. The Borrower does not guarantee any minimum return or the return of all or any of the Borrowed Assets (or any Ethena Assets or Deployment Profits generated therefrom). Each relevant Lender could lose all or a substantial portion of the Borrowed Assets (and any Ethena Assets and Deployment Profits generated therefrom).

EACH LENDER (AND EACH USER THAT DEPOSITS ASSETS INTO A VEDA VAULT) MUST CAREFULLY EVALUATE AND ACCEPT ALL RISKS BEFORE LENDING ASSETS. THE BORROWER STRONGLY RECOMMENDS THAT EACH LENDER (AND EACH USER OF THE VEDA VAULT THAT DEPLOYS RESOURCES INTO A VEDA VAULT) CONSULT WITH FINANCIAL, LEGAL, AND TAX ADVISORS REGARDING THE SUITABILITY OF PARTICIPATING IN THIS LENDING ARRANGEMENT.

## **11. Lender Acknowledgments**

By lending assets to the Borrower, each Lender hereby acknowledges, represents, warrants and agrees that:

(a) it has carefully reviewed these T&Cs and all associated documentation and fully understands the risks involved in lending assets to the Borrower, including but not limited to the risks disclosed in Clause 10;

(b) it has conducted its own independent investigation and analysis regarding the Borrower, the Ethena Protocol and USDe and has not relied on any representations or warranties other than those expressly set forth in these T&Cs;

(c) it has sufficient knowledge and experience in financial, blockchain and cryptocurrency matters to evaluate the merits and risks of the lending arrangement contemplated by these T&Cs;

(d) it acknowledges that neither the Borrower nor any other party has provided any guarantees or assurances regarding the Borrowed Assets (or any Ethena Assets and Deployment Profits generated therefrom); and

(e) it has the capacity and authority to make lending decisions and bear the economic risk of lending the Borrowed Assets pursuant to these T&Cs.

## **12. Governing Law and Jurisdiction**

These T&Cs and all matters arising out of or relating to these T&Cs shall be governed by and construed in accordance with the laws of the Cayman Islands. Each party irrevocably submits to the

exclusive jurisdiction of the courts of the Cayman Islands in any action, suit or proceeding arising out of or relating to these T&Cs, and waives any objection to venue being laid therein.

Nothing in this Clause 12 shall limit or restrict the Borrower's or any Lender's rights to implement or enforce any provision of these T&Cs through smart contracts, automated execution mechanisms, or other technological means, provided such enforcement is consistent with Cayman Islands law. The parties acknowledge and agree that technological enforcement mechanisms may operate independently of, but not in contradiction to, traditional legal remedies available under Cayman Islands law.

In the event of any conflict between technological enforcement mechanisms and orders of the Cayman Islands courts, the orders of the Cayman Islands courts shall prevail. The parties agree to take all necessary actions to implement and give effect to any court orders, including deploying or modifying smart contracts or other technological mechanisms as required.

### **13. General Provisions**

These T&Cs may be amended in writing by the Borrower at any time and become effective upon their posting on the website of the Vault Operator.

If any provision of these T&Cs is held to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision of these T&Cs or invalidate or render unenforceable such provision in any other jurisdiction. The invalid or unenforceable provision shall be replaced by a valid provision that most closely matches the intent of the original provision.

These T&Cs shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Neither party may assign or transfer any rights or obligations under these T&Cs without the prior written consent of the other party, except that the Borrower may assign its rights and obligations to an affiliate upon notice to Lenders.

A person who is not a party to these T&Cs has no right under the *Contracts (Rights of Third Parties) Act (As Revised)* of the Cayman Islands to enforce or enjoy the benefit of any provisions of these T&Cs, except that (i) each Vault Operator Indemnified Party; and (ii) each Borrower Indemnified Party not party to these T&Cs may enforce their indemnification rights hereunder in accordance with the provisions of the *Contracts (Rights of Third Parties) Act (As Revised)*. Notwithstanding the foregoing, the consent of any Vault Operator Indemnified Party or Borrower Indemnified Party not party to these T&Cs is not required for any amendment to, waiver of, or termination of these T&Cs.