

## GENERAL TERMS AND CONDITIONS

of

**Earnio Dynamic**

issued by

**Probinex IKE**

**registration (GEMI) number 166576301000**

**with its registered office at 43 Solonos Street, 10672 Athens, Greece**

### I. Definitions

1. **“Terms and Conditions”** means these terms and conditions under which Earnio Dynamic Services are provided to Clients by the Administrator.
2. **“Administrator”** means the company Probinex IKE, legal entity licenced and regulated by the Hellenic Capital Market Commission as a Virtual Asset Service Provider with registration number 166576301000 and has its registered office at 43 Solonos Street, 10672 Athens, Greece.
3. **“Client”** means a natural person over the age of 18 who can legally form a binding contract or a legal person who is a recipient of Earnio Dynamic Services provided by the Administrator via the Website.
4. **“Fiat”** means government-issued currency like Euro or US dollar;
5. **“USDC”** or **“Cryptoassets”** means e-money token USD Coin (USDC), which was issued by the company Circle Internet Financial Europe SAS, seated at Rue de Marivaux 4, 75002 Paris, France, an electronic money institution based on a permit granted by Bank of France. For the purpose of these Terms and Conditions, Cryptocurrency means only Cryptocurrency transferable on Binance Smart Chain. Cryptocurrency’s whitepaper is available at: <https://www.circle.com/en/legal/mica-usdc-whitepaper>.
6. **“PBX”** or **“Discount Token”** means technically BSC Blockchain contract created according to the BEP20 standard with the limited issue; the address of PBX contract is: <https://bscscan.com/address/0xA177BdD433AEa3702beb46652aDcFc64248d4aB3>.
7. **“Parties”** mean collectively Administrator and Client.
8. **“Party”** means individually either Administrator or Client.
9. **“Website”** means [www.earnio.com](http://www.earnio.com) which is operated by the Administrator.
10. **“Electronic Wallet”** means online service provided by the Administrator via the Website, which is governed by separate terms and conditions issued by the Administrator, which stores the public and/or private keys for cryptoassets transactions. In addition to this basic function of storing the keys, a cryptocurrency wallet more often offers the functionality of encrypting and/or signing information. Electronic Wallet enables, inter alia, the disposal of various cryptoassets, i.e. the acquisition and transfer of selected cryptoassets (among others also USDC).
11. **“Client account”** means user interface accessible to the Client after registration via the Website, namely after the Client has provided an e-mail address and chosen a password for a Client account, through which the Administrator enables the Client to engage in Earnio Dynamic Services, among others.
12. **“Earnio Dynamic Services”** means services provided for Fee by the Administrator to the Client under these Terms and Conditions, whereas these services contain management or administration of Client’s Cryptoassets by the Administrator with diligence of professional manager; Earnio Dynamic Services are in detail described within these Terms and Conditions.

Legal title under which Earnio Dynamic Services are provided to the Client is Cryptoassets Management Agreement described further in these Terms and Conditions.

13. **„Report“ means** the report drafted by the company Grant Thornton (Cyprus) Limited, or by another independent third party appointed by the Administrator which, among others, states the monthly result of the Administrator's Cryptoassets management. Report is the only authoritative source for determining the monthly results of Cryptoassets management by the Administrator. The Administrator publishes Reports on Website under section "Reports".
14. **"Fees"** mean the Administrator's remuneration for providing Earnio Dynamic Service to the Client, which may change from time to time.
15. **"Yields"** means positive difference between IMA and result of Earnio Dynamic Services for respective month based on Report.
16. **"Wallet Premium"** means a service provided by the Administrator as an additional service to a common Electronic wallet, which a Client by subscribing to, agrees that the Administrator can process certain transactions automatically without orders placed by the Client.
17. **"GDPR"** means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27<sup>th</sup> April 2016 on the protection of natural persons with regards to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).
18. **"AML law"** means anti-money laundering law, a regulation implemented by individual countries with the purpose to deter the legalisation of gains from criminal activities and financing of terrorism. In Greece, the policy is primarily governed by Law 4557/30.07.2018 as amended by Laws 4734/08.10.2020 and 4816/2021.
19. **"MiCA regulation"** means regulation (EU) 2023/1114 of the European Parliament and of the Council of 31 May 2023 on markets in crypto-assets, which amends Regulations (EU) No 1093/2010 and (EU) No 1095/2010 and Directives 2013/36/EU and (EU) 2019/1937.

## II. Introductory provisions

1. All legal relationships arising from Earnio Dynamic Services provided by the Administrator to the Client are governed by these Terms and Conditions and relevant legislation. Terms and Conditions are binding for the whole duration of any contractual relationships between Parties arising from these Terms and Conditions, until all obligations between Parties are settled. Client undertakes to comply with these Terms and Conditions, which they agreed to when entering into Earnio Dynamic Services via Website.
2. The Administrator shall amend these Terms and Conditions from time to time and is entitled to do so at any time. The Administrator shall inform the Client via e-mail which they provided in the Client account that a new amended version of Terms and Conditions is becoming effective. In case the Client disagrees with the amended Terms and Conditions, they are entitled to terminate any agreement entered into under these Terms and Conditions, which has not yet been discharged, in the way specified in article VII. of these Terms and Conditions. If the Client does not terminate their participation in Earnio Dynamic Services, they are deemed to have agreed with the amendments.

## III. Risks connected to digital assets

1. The Client acknowledges that for the time being, the MiCA regulation will be soon enacted into the Greek law.
2. The Client is fully aware of all risks associated with the handling, nature and storage of digital assets, and in particular takes into account the risk of fluctuations in the price and value of

digital assets (namely Cryptoassets and Discount Token) and the related possibility of significant gains and losses of investing with them, even within a short time interval. At the same time, digital assets might lose all their value.

3. The Client acknowledges that digital assets might not be liquid, where applicable, the digital assets are not covered by the investor compensation schemes under Directive 97/9/EC and the digital assets are not covered by the deposit guarantee schemes under Directive 2014/49/EU, which may change in time.
4. The Administrator shall not be liable for fluctuations in the price and value of Cryptoassets or Discount Tokens, for the reduction or loss of credibility, anonymity or any other positively rated attribute of Cryptoassets or Discount Tokens, nor for changes in the legislation in the area of trading with Cryptoassets.
5. The Client declares that prior to entering into a contractual relationship with the Administrator, they have responsibly considered their abilities and acknowledge to assess all risks associated with digital assets, Cryptoassets, Earnio Dynamic Services, as well as their property, financial and investment capabilities, and voluntarily and accepts these risks fully.
6. The Client acknowledges that upon crediting or sending Cryptoassets to or from Electronic wallet specified by the Client or by the Administrator, such Cryptoassets transaction becomes non-refundable and therefore final.

#### **IV. Client's registration and AML verification**

1. The Client who intends to enter into any legal relationship with the Administrator creates a Client account on Website.
2. The Administrator as an obliged entity in the sense of AML law therefore he is obliged to conduct an identification and check procedure under AML law. The Client can enter into a contractual relationship with the Administrator only after they are duly identified and due diligence procedure is undertaken by the Administrator and fills in the Earnio Questionnaire available on the Website within the Client account. The Administrator may also conduct a deeper due diligence of the Client if legal conditions or conditions set in the internal risk assessment of the Administrator are met. The Client is obliged to cooperate with the Administrator on identification and due diligence of the Client, otherwise, the Administrator is entitled to deny the Client to enter into any offered agreements or terminate already existing ones or deny provision of further services.
3. Detailed information on the process of identification and due diligence may be covered in a separate document available on the Website.
4. The Client is liable for ensuring that all information provided by them is complete, correct, and valid. The Client undertakes to keep their personal data up to date and is obliged to inform the Administrator on any updates of such data.

#### **V. Earnio Dynamic Services (Cryptoassets Management Agreement)**

1. To engage in Earnio Dynamic Services, the Client may enter into Cryptoasset Management Agreement with the Administrator via Client Account.
2. Under Earnio Dynamic Services and Cryptoassets Management Agreement, the Client entrusts Administrator with a selected amount (furthermore referred to as **"Initial Managed Amount"** or **"IMA"**) of Cryptoassets for the Administrator to manage it, and the Administrator undertakes to make all possible efforts leading to make profit conducting business with entrusted Cryptoassets by trading on digital assets trading platforms, for which the Client undertakes to pay Fees to the Administrator.
3. To initiate Earnio Dynamic Services, the Client must:

- a) complete and submit an offer form specifying the Initial Managed Amount of Cryptoassets to be managed by the Administrator; and
  - b) eventually, if instructed prior to entering into Cryptoassets Management Agreement (see clause V.6 of these Terms and Conditions), to deposit Initial Managed Amount to the designated Electronic Wallet of the Administrator; and
  - c) within offer form, the Client must opt, whether or not Yields, they may become entitled to during Cryptoassets Management Agreement duration, shall automatically increase the Initial Managed Amount.
4. The possibility to submit the offer form may be subject to the delivery of the required documents for the identification and due diligence of Client by Client.
5. By sending the offer form, an offer is made to the Administrator to enter into Cryptoassets Management Agreement.
6. Cryptoassets Management Agreement is entered into at the moment of the Administrator's acceptance of the Client's offer. If the Administrator rejects the offer or will not answer to it at all, Cryptoassets Management Agreement is not entered into. In case the Administrator already received the Client's Cryptoassets to its Electronic Wallet but Cryptoassets Management Agreement is not entered into, the Administrator is obliged to return the Client's Cryptoassets to Client's Electronic Wallet within seven days from the day the Administrator made indisputable Cryptoassets Management Agreement has not been entered into.
7. The Client takes into account that the Administrator is not at any point obliged to accept the Client's offer to enter into Cryptoassets Management Agreement or to enter into any other contractual relationship with the Client at any point.
8. The Client takes into account and agrees that Earnio Dynamic Services are performed using algorithmic trading with Cryptoassets on selected trading platforms for digital assets. Considering that trading results are affected by the situation on the financial markets, the Client takes into account that the result of the trading may not always result in obtaining Yields and the Client accepts this risk by entering into Cryptoassets Management Agreement. Trading results for the individual months are stated in Reports.
9. In case:
  - a) of a positive monthly result stated by Report (meaning that results of the Earnio Dynamic Services is  $> 0$ ), in the respective month, the Client is entitled to Yield. In case of positive monthly result, Yield is subject to Fee (see clause VI of these Terms and Conditions); and
  - b) of negative monthly result stated by Report (meaning that results of the Earnio Dynamic Services is  $\leq 0$ ) in the respective month, the Client is not entitled to Yield and IMA decreases by amount of negative result in respective month and/or compensation for loss resulting in decrease of IMA and Yield is not subject to Fee.
10. Yield is payable to Client's Electronic Wallet once per calendar month by the end of the last day of calendar month following month in which the Yield arose.
11. The Client acknowledges that they are not entitled to any Yield for the period from the day Initial Managed Amount has been credited to the Administrator's Electronic Wallet until the last day of the same month.
12. Pursuant to clause V.3.c) of these Terms and Conditions, if the Client opted Yields to increase Initial Managed Amount, Yields shall automatically increase Initial Managed Amount and their management by the Administrator shall be governed under these Terms and Conditions. Automatic increase of IMA pursuant to this clause of these Terms and Conditions cannot be opted if the Client is not a subscriber to Wallet Premium feature, which is governed by separate Terms and Conditions.
13. Notwithstanding clause V.12 of these Terms and Conditions, the Client is entitled to increase the Initial Managed Amount manually. Such action is considered offer to enter into another Cryptoassets Management Agreement and clauses V.1 to V.6 shall apply.

14. The Administrator does not guarantee any gains or Yields and warns the Client that the amount of Cryptoassets returned at the end of Earnio Dynamic Services may be lower than the originally provided amount.
15. In case of termination of the Cryptoassets Management Agreement, the Administrator shall return the remaining amount of Cryptoassets to the Client's Electronic Wallet not later than the last day of the termination period of Cryptoassets Management Agreement. The Administrator shall return assets in the same Cryptoassets as provided by the Client unless stated otherwise in these Terms and Conditions. The Client is not entitled to demand other cryptoassets or other value, especially not Fiat currency.
16. The Administrator reserves the right to return the value of Cryptocurrency to the Client in a different digital asset than type of digital asset provided as IMA. At the time the amount of different digital asset corresponding to the value of IMA is transferred to Electronic Wallet designated by the Client, the Administrator's obligation to return the IMA is fulfilled, Cryptoasset Management Agreement is settled and the Client is not entitled to any further fulfilling or any alternative form of consideration from the Administrator.

## **VI. Fees and discounts**

1. Earnio Dynamic Services may be subject to Fees. The list of applicable Fees is disclosed by the Administrator on the Website as Fee policy and the Administrator is entitled to amend Fee policy from time to time, disclosing their new amount or title on the Website and informing the Client on this change. Change in Fee amounts is not considered material change to Earnio Dynamic Services. Such change, if adopted, shall become effective on the first day of calendar month following the month, in which the Client has been notified on the adoption of change in Fee policy.
2. Notwithstanding clause VI.1., Earnio Dynamic Services are always subject to Performance Fee, which is calculated as:
  - a) 50% of Yields for each respective month Yield has been achieved (see clause V.9.a) of these Terms and Conditions) and Management Fee, which shall be calculated from IMA. This Performance Fee calculation shall apply if amount of the Client's Cryptoassets are not  $\leq$  IMA (there is no loss to Client's Cryptoassets); and
  - b) 10% of Yields for each respective month Yield has been achieved (see clause V.9.a) of these Terms and Conditions) and Management Fee, which shall be calculated from IMA. This Performance Fee calculation shall apply if amount of the Client's Cryptoassets are  $\leq$  IMA (there is loss to Client's Cryptoassets, which has yet not been fully covered by Yields or additional IMA increase by the Client, see clause V.13); andIf Earnio Dynamic Services are subject to any other Fee, its calculation shall be stated in Fee policy on the Website.
3. Fees are subject to discounts. Discount policy is disclosed by the Administrator at the Website and is connected with Discount Tokens and the Administrator reserves the right to amend discount policy from time to time. The Client is not entitled to discount until the Administrator explicitly grants it to the Client. To receive possibility of discount to any Fee (as stated in discount policy disclosed at the Website) the Client needs to meet the conditions set in discount policy and needs to administer Discount Tokens at his Electronic Wallet in the manner instructed by the Administrator.

## **VII. Termination of agreements**

1. Cryptoassets Management Agreement is entered into for an indefinite period of time. Parties are entitled to terminate Cryptoassets Management Agreement as a whole or in part for a

particular amount of Cryptoassets via the Client account on the Website. The termination period is two months, and it starts on the first day of the month following the month the termination notice has been filed.

2. During the termination period, the Client is not entitled to any Yields and bears no loss from Earnio Dynamic Services.
3. The Administrator may withdraw from any agreement entered into on the basis of these Terms and Conditions at any time:
  - a) due to inability to meet its obligation to the Client due to insufficient liquidity, interruption of electricity supply or internet connection, restriction of access to the bank account, or in case of force majeure events;
  - b) on suspicion of money laundering and terrorist financing within the meaning of anti-money laundering legislation or other illegal activity;
  - c) Client's failure to cooperate with request to provide the Administrator with documents and information requested by AML law;
  - d) due to sudden changes in circumstances consisting of exchange rate fluctuations;
  - e) because of the Client's reckless, unnecessarily burdensome or obstructive behaviour (e.g. repeated placing of requests and delays in performance according to orders, etc.).
4. The Client declares that they understand and agree that the Administrator reserves the exclusive right to immediately suspend the provision of Earnio Dynamic Services or to terminate any agreement between the Administrator and the Client at any time if the Client is suspected of violating any provision of these Terms and Conditions, or of violating the applicable legal regulations effective in Greece, or if the Client is suspected of participating in illegal activities, anti-money laundering activities or activities incompatible with the Administrator's policy.

## **VIII. Other provisions**

1. Due to the nature of the business relationship in the cryptoassets field, none of the agreements concluded on the basis of these Terms and Conditions will be in writing, except these Terms and Conditions.
2. The Client is obliged to provide the Administrator with all assistance requested by the Administrator or necessary for the activities to which the Administrator has committed itself by any agreement concluded on the basis of these Terms and Conditions.
3. Parties agree to communicate via the Website or email. For these purposes, the Administrator's email address at which the Client may contact the Administrator is [support@earnio.com](mailto:support@earnio.com) and the Client's email address designated for communication shall be the Client's email address they filed during registration in the Client account or which they later filed as email designated for communication in the Client's account. Parties agree that any email is deemed to be delivered to the other Party on the following day after the day the email has been sent.

## **IX. Other rights and obligations of Parties**

1. The Client is obliged to comply with the generally binding legal obligations and these Terms and Conditions and to respect the rights of the third parties. In particular, the Client undertakes not to:
  - a) use the Website in a manner that may cause damage to the Administrator and to third parties;
  - b) alter the content of the Website, interfere with it in any way, endanger or disrupt its operation;



- c) use programs, equipment or other mechanisms and procedures that could adversely affect the operation of the Website;
  - d) unauthorisedly obtain personal data of other Clients of the Administrator or facts that are the subject of the Administrator's trade secrets; and
  - e) use unsecured email or disclose the account password to any third party.
- 2. The Client shall be liable for any injury or damage resulting from its acts or omissions contrary to good morals, binding legal regulations, Terms and Conditions and Cryptoassets Management Agreement.
  - 3. The Administrator shall not be liable for damage caused to the Client or any third party as a result of the Client violating these Terms and Conditions.
  - 4. The Client is entitled to:
    - a) contact the Administrator's client support at any time via email address support@earnio.com, which will provide them with the necessary information, instructions and recommendations and will provide them with other assistance necessary for the use of the Administrator's services,
    - b) contact the Administrator via the email address support@earnio.com with any complaints regarding the processing of orders, which the Administrator shall resolve within a reasonable period of time, and shall send communication about the method of resolution to the Client at Client's email address indicated in their Client account.
  - 5. The Client acknowledges their responsibility for the proper taxation of income generated by trading in digital assets, if, according to their tax residence, they are obliged to tax this income. The Client is also obliged, if required by the laws of the state of which they are a tax resident, to consider whether the results of transactions carried out through the Administrator by the Client are not subject to other tax obligations. The Administrator does not assume any responsibility for fulfilling such possible obligations of the Client.
  - 6. When using the Website, the Client may be displayed the content or offer of third-party services, including links to Websites and third-party services. The Administrator does not control any such third-party content displayed to the Client when using the services through the Website. The Administrator does not assume any liability for such third-party content displayed to the Client when using the services, including liability for untruthfulness, incompleteness, errors, obscenity, or offensiveness of such content or for otherwise defective third-party content according to the Client's domicile.

## **X. Personal data protection**

- 1. The Administrator processes the Client's personal data in accordance with GDPR and other regulations in the field of data protection while respecting the principles of legality, correctness, transparency, purpose limitation, data minimization, accuracy, storage limitation, integrity and confidentiality.
- 2. The Client acknowledges that they are obliged to notify the Administrator without undue delay of any changes to the personal data provided by them, either through changes made within the Client account or in another appropriate manner by email.
- 3. Further information on the processing of personal data is provided on the Website in Privacy Policy.

## **XI. Final provisions**

- 1. The Administrator reserves the right to modify the scope and conditions of the offer of products and services at any time and in any way, even without prior notice to the Client. The Client

acknowledges that such modifications may affect the nature of the offer of products and services and undertakes not to claim compensation for any loss or damage in this respect.

2. In the event of a substantial or repeated minor breach of Terms and Conditions by the Client, the Administrator is entitled to limit the scope of performance provided to the Client.
3. In the event of a serious or repeated material violation of Terms and Conditions by the Client, the Administrator is entitled to deny the Client access to the services provided.
4. The Client acknowledges that within the framework of trading with digital assets, the Administrator cooperates with public authorities and administration bodies (e.g. the National Bank of Greece, Hellenic Capital Market Commission, police authorities, etc.) and provides them with all necessary cooperation for the exercise of their powers, and, in this context, the Client undertakes to provide similar cooperation to the Administrator.
5. Parties undertake to resolve any disputes arising between Parties primarily by mutual agreement and amicable means. In the event that it is not possible to resolve the dispute amicably, the courts of Greece shall have exclusive jurisdiction to settle disputes.
6. All legal relations arising in connection with the Website and its use are governed by the laws of Greece. This also applies to cases where the legal relationship of Parties contains an international (foreign) element.
7. Parties expressly declare that the provisions of Terms and Conditions deviating from the provisions of generally binding regulations or excluding such provisions are so agreed knowingly and in accordance with good morals, public order and with respect for all rights and legitimate interests of Parties.
8. If any provision of Terms and Conditions is or becomes invalid or unenforceable, the validity and enforceability of the remaining provisions will not be affected. The invalid or unenforceable provision will be replaced by a new, valid and enforceable provision, the wording of which best reflects the intent expressed in the original provision and Terms and Conditions as a whole.
9. The Client declares that prior to using the Website and placing an order or offer, the Client has thoroughly read these Terms and Conditions, fully understands them and agrees to their content without reservation.
10. These Terms and Conditions shall become valid and effective on 19<sup>th</sup> March 2025.