

## GENERAL TERMS AND CONDITIONS

of  
**Earnio FIX**

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”** mean these terms and conditions under which Earnio Fix Services is provided to Clients by Administrator.
2. **“Administrator”** means 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 with its registered office at 43 Solonos Street, 10672 Athens, Greece.
3. **“Client”** means a natural person over the age of 18 if fully capable of exercising their legal capacity or a legal person who is a recipient of Earnio Fix Services provided by Administrator via 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. **“Parties”** mean collectively Administrator and Client.
7. **“Party”** means individually either Administrator or Client.
8. **“Website”** means [www.earnio.com](http://www.earnio.com) which is operated by Administrator.
9. **“Electronic Wallet”** means online service provided by Administrator via Website, which is governed by separate terms and conditions issued by 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).
10. **“Client account”** means user interface accessible to Client after registration via Website, namely after Client has provided an e-mail address and chosen a password for Client account, through which Administrator enables Client to engage in Earnio Fix Services, among others.
11. **“Earnio Fix Services”** means contractual relationship between Administrator and Client, whereas Client loans Cryptoassets to Administrator for interest under conditions set herein in these Terms and Conditions
12. **“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 regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

13. **“AML law”** means anti-money laundering, 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.
14. **“MiCA regulation”** means regulation (EU) 2023/1114 of the European Parliament and of the Council of 31 May 2023 on markets in crypto-assets, and amending 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 Fix Services provided by Administrator to 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 Fix Services via Website.
2. Administrator shall amend these Terms and Conditions from time to time and is entitled to do so at any time. Administrator shall inform Client via e-mail which they provided in Client account that a new amended version of Terms and Conditions is becoming effective. In case Client disagrees with 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 VI. of these Terms and Conditions. If Client does not terminate their participation in Earnio Fix Services, they are deemed to have agreed with the amendments.

## **III. Risks connected to digital assets**

1. Client acknowledges that the current legal regulation of digital assets in European Union is only partial and incomplete and due to rapid development of new services related to digital assets may never fully become complete and that this state of affairs, as well as the interpretation of the legal norms still in force, may change in the future, and undertakes to fully comply with such changes, as well as the related modifications to these Terms and Conditions (for example by MiCA regulation becoming effective).
2. 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 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. 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. Administrator shall not be liable for fluctuations in the price and value of Cryptoassets, for the reduction or loss of credibility, anonymity or any other positively rated attribute of Cryptoassets, nor for changes in the legislation in the area of trading with Cryptoassets.
5. Client declares that prior to entering into a contractual relationship with Administrator, they have responsibly considered their abilities and acknowledge to assess all risks associated with digital assets, Cryptoassets, Earnio Fix Services, as well as their property, financial and investment capabilities, and voluntarily and accepts these risks fully.
6. Client acknowledges that upon crediting or sending Cryptoassets to or from Electronic wallet specified by Client or by Administrator, such Cryptoassets transaction becomes non-refundable and therefore final.

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

1. Client who intends to enter into any legal relationship with Administrator creates Client account on Website.
2. Administrator as an obliged entity in the sense of AML law therefore it is obliged to conduct an identification and check procedure under AML law. Client can enter into a contractual relationship with Administrator only after they are duly identified and due diligence procedure is undertaken by Administrator and fills in the Earnio Questionnaire available on Website within Client account. Administrator may also conduct a deeper due diligence of Client if legal conditions or conditions set in the internal risk assessment of Administrator are met. Client is obliged to cooperate with Administrator on identification and due diligence of Client, otherwise, Administrator is entitled to deny 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 Website.
4. Client is liable for ensuring that all information provided by them is complete, correct, and valid. 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 Fix Services (Loan Agreement)**

1. To engage in Earnio Fix Services, Client may enter into Loan Agreement with Administrator via Client Account.
2. Under Earnio Fix Services and Loan Agreement, Client loans Administrator with a selected amount of Cryptoassets to Administrator, and Administrator undertakes to return the principal of the loan and agreed accrued interest.
3. To initiate Earnio Fix Services, Client must:
  - a) complete and submit an offer form specifying the offered loaned amount of Cryptoassets to Administrator; and
  - b) eventually, if instructed prior to entering into Loan Agreement (see clause V.6 of these Terms and Conditions), to deposit Loan to designated Electronic Wallet of Administrator; and
  - c) within offer form, Client must opt, whether or not accrued interest, they may become entitled to during Loan Agreement duration, shall automatically increase the principal.
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 Administrator to enter into Loan Agreement.
6. Loan Agreement is entered into at the moment of Administrator's acceptance of the Client's offer. If Administrator rejects the offer or will not answer to it at all, Loan Agreement is not entered into. In case Administrator already received Client's Cryptoassets to its Electronic Wallet but Loan Agreement is not entered into, Administrator is obliged to return Client's Cryptoassets to Client's Electronic Wallet within 30 days from the day Administrator made indisputable Loan Agreement has not been entered into.
7. Client takes into account that Administrator is not at any point obliged to accept Client's offer to enter into Loan Agreement or to enter into any other contractual relationship with Client at any point.
8. Interest is 1% p.m., in words one percent per month, from unpaid principal of the Loan and is payable to Client's Electronic Wallet once per six calendar month by the end of the last day of calendar month following month in which the interest accrued.

9. Client acknowledges that they are not entitled to any interest for the period from the day principal has been credited to Administrator's Electronic Wallet until the last day of the same month.
10. In case of termination of the Loan Agreement, Administrator shall return the unpaid principal of Loan to Client's Electronic Wallet not later than six months since the last day of the termination period of Loan Agreement. Administrator shall return assets in the same Cryptoassets as provided by Client unless stated otherwise in these Terms and Conditions. Client is not entitled to demand other cryptoassets or other value, especially not Fiat currency.
11. Administrator reserves the right to return the value of Cryptoassets to Client in a different digital asset than type of digital asset provided as loan principal. At the time the amount of different digital asset corresponding to the value of unpaid loan principal is transferred to Electronic Wallet designated by Client, the Administrator's obligation to return the unpaid loan principal is fulfilled, Loan Agreement is settled and Client is not entitled to any further fulfilling or any alternative form of consideration from Administrator.

## **VI. Termination of agreements**

1. Loan Agreement is entered into for an definite period of time of number of days remaining from calendar month in which Loan agreement has been entered into and one year. Parties are entitled to terminate Loan Agreement as a whole or in part for a particular amount of Cryptoassets via Client account on Website. The termination period is six 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, Client is not entitled to any interest to loan principal.
3. 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 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 failure to cooperate with request to provide Administrator with documents and information requested by AML law;
  - d) due to sudden changes in circumstances consisting of exchange rate fluctuations;
  - e) because of Client's reckless, unnecessarily burdensome or obstructive behaviour (e.g. repeated placing of requests and delays in performance according to orders, etc.).
4. Client declares that they understand and agree that Administrator reserves the exclusive right to immediately suspend the provision of Earnio Fix Services or to terminate any agreement between Administrator and Client at any time if Client is suspected of violating any provision of these Terms and Conditions, or of violating the applicable legal regulations effective in Greece, or if Client is suspected of participating in illegal activities, anti-money laundering activities or activities incompatible with Administrator's policy.

## **VII. 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. Client is obliged to provide Administrator with all assistance requested by Administrator or necessary for the activities to which Administrator has committed itself by any agreement concluded on the basis of these Terms and Conditions.

3. Parties agree to communicate via Website or email. For these purposes, Administrator's email address at which Client may contact Administrator is [support@earnio.com](mailto:support@earnio.com) and Client's email address designated for communication shall be Client's email address they filed during registration in Client account or which they later filed as email designated for communication in 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.

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

1. 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, Client undertakes not to:
  - a) use Website in a manner that may cause damage to Administrator and to third parties;
  - b) alter the content of 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 Website;
  - d) unauthorisedly obtain personal data of other Clients of Administrator or facts that are the subject of Administrator's trade secrets; and
  - e) use unsecured email or disclose the account password to any third party.
2. 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. Administrator shall not be liable for damage caused to Client or any third party as a result of Client violating these Terms and Conditions.
4. Client is entitled to:
  - a) contact Administrator's client support at any time via email address [support@earnio.com](mailto: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 Administrator's services,
  - b) contact Administrator via the email address [support@earnio.com](mailto:support@earnio.com) with any complaints regarding the processing of orders, which Administrator shall resolve within a reasonable period of time, and shall send communication about the method of resolution to Client at Client's email address indicated in their Client account.
5. 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. 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 Administrator by Client are not subject to other tax obligations. Administrator does not assume any responsibility for fulfilling such possible obligations of Client.
6. When using Website, Client may be displayed the content or offer of third-party services, including links to Websites and third-party services. Administrator does not control any such third-party content displayed to Client when using the services through Website. Administrator does not assume any liability for such third-party content displayed to 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 Client's domicile.

## **IX. Personal data protection**

1. Administrator processes 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. Client acknowledges that they are obliged to notify Administrator without undue delay of any changes to the personal data provided by them, either through changes made within Client account or in another appropriate manner by email.
3. Further information on the processing of personal data is provided on Website in Privacy Policy.

## **X. Final provisions**

1. 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 Client. 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 Client, Administrator is entitled to limit the scope of performance provided to Client.
3. In the event of a serious or repeated material violation of Terms and Conditions by Client, Administrator is entitled to deny Client access to the services provided.
4. Client acknowledges that within the framework of trading with digital assets, 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, Client undertakes to provide similar cooperation to 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 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. Administrator announces full suspension of Earnio Fix Services effective from 1<sup>st</sup> February 2026. All pending Loan Agreements are therefore terminated and shall be settled (principal returned to Client) not later than 30<sup>th</sup> June 2026. Any interest accrued for January 2026 and February 2026 shall be paid to Client within the same time scope, i.e. not later than 30<sup>th</sup> June 2026.
10. Client declares that prior to using Website and placing an order or offer, Client has thoroughly read these Terms and Conditions, fully understands them and agrees to their content without reservation.
11. These Terms and Conditions shall become valid and effective on 1<sup>st</sup> February 2026.