GENERAL TERMS AND CONDITIONS

of

Earnio Horizon Services

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 Horizon Services are provided to the Clients by the Administrator.

2. "**Administrator**" means the company Probinex IKE, legal entity licensed 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 Horizon Services provided by the Administrator via the Website.

4. "**Fiat**" means **government**-issued currency like Euro or US dollar;

5. "**USDC**" or "**Cryptoassets**" means an 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. "**StayKing program**" means program provided by third-party provider, of which the Client is or isn't a participant on the day of entering into Earnio Horizon Services, consisting of agreement, of which subject matter is immobilization of the Client's virtual asset by third-party provider in representation of the Client for certain period of time.

7. "**Parties**" mean collectively Administrator and Client.

8. "**Party**" means individually either Administrator or Client.

9. "**Website**" means 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 the

Client account, through which the Administrator enables the Client to engage in Earnio Horizon Services, among others.

12. "**Earnio Horizon 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 Horizon Services are in detail described within these Terms and Conditions. Legal title under which Earnio Horizon 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 Thorton (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 Horizon Service to the Client, which may change from time to time.

15. **"Yields"** means positive difference between IMA and result of Earnio Horizon Services for respective Cycle based on Report.

16. "**[Respective month] Pool**" means the amount of Cryptocurrency assigned as Assets Under Management (AUM) of all Users entering into Cryptoassets Management Agreement in each respective month of the respective calendar year managed by Administrator, the current amount of which as of the first day of each calendar month is contained in Report. Respective month is therefore every relevant month in calendar year, i.e. January, February, March, April, May, June, July, August, September, October November and December.

17. „**Cycle**" means a period of time representing one year of the term of Cryptoasset Management Agreement, where the first Cycle begins on the first day of the month following the day on which the Cryptoasset Management Agreement is entered into and ends on the last day of the month of the following calendar year, the same month as the month in which the Cryptoasset Management Agreement was entered into, the second and each subsequent Cycle shall begin on the day following the last day of previous Cycle and shall end on the day of the following calendar year which is the same as the day on which the previous Cycle ended+1.

18. "**GDPR**" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27th 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).

19. "**AML law**" means anti-money laundering law, a regulation implemented by individual countries with the purpose to deter the legalization 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.

20. "**MiCA regulation**" means the regulation (EU) 2023/1114 of the European Parliament and of the Council of 31 May 2023 on markets in cryptoassets, which amends Regulations (EU) No 1093/2010 and (EU) No 1095/2010 and Directives 2013/36/EU and (EU) 2019/1937. In Greece, this regulation is implemented and supplemented by Law 5193/2025, which enforces specific provisions on authorization, supervision, and regulatory obligations for crypto-assets providers, token issuers, and related market activity.

I. Introductory provisions

1. All legal relationships arising from Earnio Horizon 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. The client undertakes to comply with these Terms and Conditions, which they agreed to when entering into Earnio Horizon Services via Website.

2. The Administrator shall amend these Terms and Conditions from time to time and is entitled 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 Horizon Services, they are deemed to have agreed with the amendments.

II. Risks connected to digital assets

1. The Client acknowledges that for the time of this agreement, the regulation EU 2023/1114 on markets in Crypto-Assets (MiCA) has entered into force within EU Jurisdiction and adopted in Greece under 5193/2025. The client further accepts that all crypto-asset services offered by the Company are subject to such obligation to the full extent and in parallel accepting that it is under the oversight of the Hellenic Capital Market Commission (HCMC).

2. The Client acknowledges and understands all the risks associated with the handling, nature and storage of crypto-assets, and in particular takes into account the risk of fluctuations in the price and value of crypto-assets 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 crypto-assets may not be readily liquid or convertible, where applicable, the Crypto-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 be amended in time.

4. The Administrator shall not be liable, except where otherwise required by law, for fluctuations in the price and value of Crypto-assets or Discount Tokens including volatility as described under Article 81 of Regulation 2023/1114 and under 5193/2025, for the reduction or loss of credibility, anonymity or any other valued attribute of Crypto-assets or Discount Tokens, nor for legislative or regulatory changes affecting Crypto-assets.

5. The Client declares that prior to entering into a contractual relationship with the Administrator, they have duly and responsibly considered their abilities and acknowledge to assess all risks associated with Crypto-assets, and the services provided by Earnio Horizon Services, as well as their property, financial and investment capabilities, and voluntarily and accepts these risks fully. The client, by entering this agreement confirms that they are entering the agreement knowingly and voluntarily with full understanding of the risks associated.

6. The Client acknowledges that upon crediting or sending Crypto-assets to or from electronic wallet specified by the Client or by the Administrator, such Crypto-assets transaction becomes non-refundable and therefore final.

III. 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. 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.

IV. Earnio Horizon Services (Cryptoassets Management Agreement)

1. To engage in Earnio Horizon Services, the Client may enter into Cryptoassets Management Agreement with the Administrator via Client's Account.

2. Under Earnio Horizon 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 Horizon 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.

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 Horizon 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 are stated in Reports.

9. The Client enters into Earnio Horizon Services for fixed duration of three years and shall expire on the last day of the month coinciding with the month in which Cryptoassets Management Agreement was entered into.

10. Under Earnio Horizon Services, Client acknowledges that the Administrator shall endeavour to achieve a target net Horizon yield of 6 p.a., calculated as a percentage of the Initially Managed Amount after deduction of all applicable Fees. This target is indicative only and does not constitute a legally binding guarantee. The Administrator does not assume responsibility for achieving the target Horizon Yield and actual performance may be lower or higher depending on market conditions.

11. Upon entering into Earnio Horizon Services, taking into account in which month Client entered into Earnio Horizon Services, the Client is assigned into one out of twelve [Respective month] Pools.

12. The Client is enabled to enter into Earnio Horizon Services in any respective month multiple times. Each time shall be deemed to be a new Cryptoassets Management Agreement, corresponding to individual [Respective month] Pool.

13. In the event of a significant reduction in the [Respective month] Pool amount by more that 25% of its initially declared value (such event is named **Event of Default**), the Administrator may, at its discretion, terminate the Cryptoassets Management Agreement. In such case, the Client acknowledges and accepts that

   (1) the Initially Managed Amount may be reduced up to 25% of its value, and
   (2) any unaccrued Yields for the current Cycle may not be payable.

   The Administrator shall provide a clear written explanation of the circumstances constituting the Event of Default and give the Client a seven (7) day notice before termination becomes effective.

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 Horizon Services may be lower that the originally provided amount.

15. In case of termination of the Cryptoassets Management Agreement by Administrator, 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. In this case, Client acknowledges he is not to be paid any yet unpaid Yields, notwithstanding Administrator displayed such unpaid Yields to Client within User account. 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, Cryptoassets Management Agreement is settled, and the Client is not entitled to any further fulfilling or any alternative form of consideration from the Administrator.

V. Fees and discounts

1. Earnio Horizon 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 with at least 7 days notice to the Client. 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. Any material increase in Fees shall require explicit Client consent.

2. Fees may be subject to discounts. Discount policy is disclosed by the Administrator at the Website and is connected with StayKing program 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 be participant to StayKing program.

VI. Termination of agreements

1. The Client may terminate the Cryptoassets Management Agreement prior to its agreed expiry date by submitting written notice. Early termination shall incur a penalty fee of fifteen percent (15%) of the Initial Managed Amount (IMA), which the Administrator is entitled to deduct from the assets to be returned to the Client. The Client should terminate Cryptoassets Management Agreement prematurely, then:

   a) If Client terminates Cryptoassets Management Agreement prematurely before 20th day of month in which termination notice has been delivered to Administrator, Administrator shall settle Cryptoassets Management Agreement with Client not later than 1st day of following calendar month; and

   b) If Client terminates Cryptoassets Management Agreement prematurely between 21st and last day of month in which termination notice has been delivered to Administrator, Administrator shall settle Cryptoassets Management Agreement with the Client not later than 1st day of calendar month following calendar month, in which termination notice has been delivered to Administrator.

2. Three (3) calendar months prior to the expiration of the Cryptoassets Management Agreement, the Client may elect to renew the agreement for a new three-year period via their Client Account. This renewal option shall remain available for a maximum period of twenty (20) calendar days prior to the agreement's expiry.

3. The Administrator may terminate the agreement upon the occurrence of an Event of Default with one (1) month's notice. A written Report must be provided to the Client substantiating the Event of Default and the extent of loss. If no Report is provided or if the Report does not

demonstrate a loss exceeding twenty-five percent (25%), the termination shall be deemed invalid. Administrator expressly states, and Client hereby acknowledges, that the fair market value of Cryptoassets is not determinative for purposes of assessing compliance with the conditions set forth herein. The condition always refers only to the **amount** of all managed Cryptoassets.

4. The Administrator may withdraw from any agreement governed by these Terms and Conditions in the following cases: (a) inability to fulfil obligations due to force majeure or technical limitations; (b) suspicion of money laundering or illegal activity; (c) failure of the Client to comply with KYC or AML requirements; (d) extreme market disruptions; or (e) abusive or obstructive conduct by the Client.

5. The Administrator may suspend or terminate Earnio Horizon Services immediately and without notice if there is credible suspicion of a breach of these Terms, violation of applicable laws, or involvement in illegal or non-compliant activities.

VII. Other provisions

1. All agreements governed by these Terms and Conditions are concluded electronically unless a written format is expressly required by applicable law.

2. The Client agrees to provide timely cooperation and any information required by the Administrator to fulfil legal or contractual obligations.

3. All communication shall be conducted via the Client Account or designated email addresses. Emails shall be deemed delivered the day following dispatch, unless proven otherwise by the receiving Party.

VIII. Other rights and obligations of Parties

1. The Client shall use the Website lawfully and refrain from actions that may harm the Administrator, third parties, or other Clients, including unauthorized access, interference, or reverse-engineering of the platform.

2. The Client is responsible for any harm caused by their intentional or negligent conduct in violation of these Terms, applicable law, or good practice.

3. The Administrator shall not be held liable for damages resulting from the Client's breach of these Terms.

4. The Client may contact support at support@earnio.com for any inquiries or complaints. The Administrator will respond within a reasonable period and in accordance with internal complaint handling procedures.

5. The Client is solely responsible for complying with any tax obligations arising from their use of Earnio Horizon Services. The Administrator does not assume any responsibility for the Client's tax compliance.

6. Third-party services or content presented on the Website are not under the Administrator's control. The Administrator disclaims any liability for their availability, accuracy, or lawfulness.

IX. 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.

X. 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 7th May 2025.