TERMS AND CONDITIONS

Earnio Dynamic

company
Probinex SMPC
registration number 166576301000
with its registered office at 43 Solonos Street, 10672 Athens, Greece

I. Definitions

1. "**Terms and Conditions**" mean these terms and conditions which especially govern Cryptoassets Management Agreement.
2. "**Operator**" means company Probinex SMPC, an obliged 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. "**User**" 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 any of the services provided by Operator via www.earnio.com.
4. "**Fiat**" means an official currency issued by a central authority, for purpose of these Terms and Conditions;
5. "**Cryptocurrency**" means an electronically stored unit, whether or not it has an issuer, and which is not money but is accepted as payment for goods or services by a person other than its issuer; for the purposes of these Terms and Conditions, Cryptocurrency means USD Coins (USDC) and Bitcoin (BTC).
6. "**USDC**" means cryptocurrency USD Coin, a stablecoin pegged to the American dollar (USD) which the transactions are carried out on Binance Smart Chain blockchain (BSC Blockchain) with. The address of USDC on BSC Blockchain is
7. https://bscscan.com/token/0x13b852e276f10281c72ccf33edf81d81dd198aae.
8. "**BTC**" means cryptocurrency Bitcoin which the transaction are carried out on Bitcoin blockchain with. More information on www.bitcoin.com.
9. "**Parties**" mean collectively Operator and User.
10. "**Party**" means individually either Operator or User.
11. "**Website**" means www.earnio.com which is operated by Operator.
12. "**Electronic wallet**" means an electronic account (using a software interface) of a cryptocurrency wallet located on Website which enables, inter alia, the disposal of the cryptocurrencies, i.e. the acquisition and transfer of selected cryptocurrencies (among others also Cryptocurrency). The use of Electronic wallet on Website is governed by separate terms and conditions.
13. "**User account**" means an interface accessible to User after registration via Website, namely after User has provided an e-mail address and chosen a password for User account, through which Operator enables User to place an order to enter into Cryptoassets Management Agreement.
14. "**Cryptoassets Management Agreement**" means a mutual understanding between Operator and User governed by these Terms and Conditions on the basis of which User provides Operator with a chosen amount of Cryptocurrency and Operator undertakes to manage such Cryptocurrency in order to invest them and payout part of gain every month, if any.
15. "**Earnio Affiliate Programme**" means a marketing program operated by Operator for the purpose of expanding the portfolio of its clients by providing the possibility to any User, under the conditions specified in these Terms and Conditions, to send to a third party a unique Affiliate link that redirects the third party to the registration page located on Website. In the event that a third party who registered on Website based on an Affiliate link sent by User becomes User himself, Operator may provide a reward to User, based on whose Affiliate link the third person registered.
16. "**StayKing**" means a product operated by FOX GROUP LTD., registration number 116888, with its registered office Trust Company Complex, Ajeltake Road, Ajeltake, Majuro, MH 96960, Republic of Marshall Islands, which is governed by separate terms and conditions, within which the holder of PBX

Tokens has the option to exchange these PBX Tokens with FOX GROUP LTD. in order to immobilize them in a smart-contract.

17. "**PBX Token**" means cryptocurrency that is transacted via the BSC Blockchain. A PBX Token is technically a contract on the Binance Smart Chain Blockchain ("BSC Blockchain") created according to the BEP20 standard with a limited issue of 1,000,000,000 coins, the address of the PBX Token contract is as follows: https://bscscan.com/address/0xA177BdD433AEa3702beb46652aDcFc64248d4aB3

18. "**Wallet Premium**" means a service provided by Operator as an additional service to a common Electronic wallet, which User by subscribing to agrees that Operator can process certain transactions automatically without orders placed by User.

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

20. "**AML**" 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.

II. Introductory provisions

1. All relationships arising from Cryptoassets Management Agreement entered into by Operator and User are governed by these Terms and Conditions and relevant legislation. Terms and Conditions are part of any agreement entered into by Parties within the scope of these Terms and Conditions, especially Crypotoassets Management Agreement, and 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. User undertakes to abide by these Terms and Conditions which they agreed to during the process of creating User account on Website.

2. Operator is entitled to amend these Terms and Conditions at any time. Operator shall inform User via e-mail which they provided in User account that a new version of the Terms and Conditions is in force. In case User 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 User does not terminate the agreement, they are deemed to have agreed with the amendments.

III. Risks connected to the cryptoassets

1. Cryptoassets, including Cryptocurrencies, are not a legal currency in Greece, as they are not regulated by the legislation governing payment services, and trading with cryptoassets is therefore not subject to authorisation, regulation or supervision by the Central bank of Greece or any other authority.

2. User acknowledges that the current legal regulation of cryptoassets in European Union is only partial and incomplete 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.

3. User is fully aware of all risks associated with the handling, nature and storage of cryptoassets, and in particular takes into account the risk of fluctuations in the price and value of Cryptocurrency and the related possibility of significant gains and losses of investing with them, even within a short time interval.

4. Operator shall not be liable for fluctuations in the price and value of Cryptocurrency, for the reduction or loss of credibility, anonymity or any other positively rated attribute of Cryptocurrency, nor for changes in the legislation in the area of trading with Cryptocurrency.

5. User declares that prior to entering into a contractual relationship with Operator, they have responsibly considered their abilities and acknowledge to assess all risks associated with cryptoassets, Cryptoassets Management Agreement described in these Terms and Conditions, as well as their property, financial and investment capabilities, and voluntarily and accepts these risks fully.

6. User acknowledges that upon crediting or sending Cryptocurrency to or from Electronic wallet specified by User or by Operator, such Cryptocurrency transaction becomes non-refundable and therefore final.

IV. User's registration and AML verification

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

V. Cryptoassets Management Agreement

1. User may enter into Cryptoassets Management Agreement on Website via User account. On the basis of Cryptoassets Management Agreement, User provides Operator with the chosen amount of Cryptocurrency to Operator for the purpose of its management with objective to increase the amount of provided Cryptocurrency and Operator undertakes to manage such Cryptocurrency with proper managerial care.
2. User fills in a form on Website where they state Cryptocurrency they want to provide to Operator for cryptoassets management and its amount. The possibility to send the offer form may be subject to the delivery of requested documents for identification, verification and/or due diligence of User. Within the offer form User shall furthermore state whether any part of gains shall cause future amendments to Cryptoassets Management Agreement, resulting in increase of cryptoassets under management pro futuro.
3. Cryptoassets Management Agreement is entered into at the moment the designated amount of Cryptocurrency is transferred to Operator's Electronic wallet. Operator reserves the right not to enter into any contractual relationship with User.
4. Operator undertakes to manage User's cryptoassets under management, along with cryptoassets of other Users, with a managerial care and seeks to make profit via trading of managed cryptoassets on crypto-exchanges. Operator also undertakes to share profit generated via trading, if any, between all Users. The amount of the User's share depends on the amount of User's PBX token immobilized in StayKing according to the table below:

PBX Tokens in StayKing	Profit share
0 - 999,99 ₽	30%
1 000,00 to 2 499,99 ₽	32%
2 500,00 to 4 999,99 ₽	34%
5 000,00 to 14 999,99 ₽	36%
15 000,00 to 39 999,99 ₽	38%
40 000,00 to 99 999,99 ₽	40%
100 000,00 to 199 999,99 ₽	42%
200 000,00 to 499 999,99 ₽	44%

500 000,00 to 999 999,99 ₽	46%
1 000 000,00 to 1 999 999,99 ₽	48%
2 000 000,00 and more ₽	50%

5. The profit share is payable to User's Electronic wallet by the end of the month following the month in which the profit had been made. User acknowledges that they are not entitled to any profit share or other fulfilment for the period from the day Cryptocurrency to be managed by Operator has been credited to Operator's Electronic wallet until the last day of the month in which Cryptocurrency to be managed by Operator has been credited to Operator's Electronic wallet.

6. In case of loss from trading in the respective month, User is not entitled to any fulfilment and or compensation for loss of assets and Operator is not entitled to any reward or fee and or any other liability towards managing cryptoassets. Loss is born by all Users and distributed among them equally. Operator shall not compensate for any loss of assets arising from trading.

7. Via Website, User may choose to inform Operator of their intent to amend Cryptoassets Management Agreement (would it be entered into) in future. The subject matter of such amendment in the future, which User shall express his will to enter into shall be (i) User shall express their will that whole or part of fulfilment he shall become entitled to under Cryptoassets Management Agreement or Earnio Affiliate Programme would be added to cryptoassets under management of Cryptoassets Management Agreement; and (ii) the chosen amount of fulfilment from Cryptoassets Management Agreement or Earnio Affiliate Programme would then be added to the amount of cryptoassets under management of Cryptoassets Management Agreement by Operator using Wallet Premium feature (without this feature, the amendment cannot be made); and (iii) the cryptoassets under management (consisting of the original cryptoassets, increased by the chosen amount of fulfilment from Cryptoassets Management Agreement or Earnio Affiliate Programme) in its new amount shall be under Operator's management within meaning of these Terms and Conditions. Other provisions of already concluded Cryptoassets Management Agreement shall remain valid and effective under original conditions. User may change their will in writing regarding the share of Cryptoassets Management Agreement or Earnio Affiliate Programme fulfilment provided (and therefore added to the cryptoassets under management) every month at any time but acknowledges the change will be effective beginning the first day of month following the month in which the change request is filed by User. Operator reserves the right to deny change requests or the possibility to amend Cryptoassets Management Agreement the aforementioned way.

8. User acknowledges that investing into cryptoassets is connected especially to price risk (i.e. the price of the asset under management may drop), market risk (i.e. cryptoassets market is very volatile, therefore price of cryptoassets may drop which may cause loss of value), political and legislative risk (i.e. steps taken by politicians may cause price volatility and loses), liquidity risk (i.e. cryptoassets may be hard to sell and exchange for money). Operator does not guarantee any gains and warns User that the amount of Cryptocurrency returned at the end of Cryptoassets Management Contract may be lower that the originally provided amount.

9. In case of termination of the Cryptoassets Management Agreement, Operator shall return the remaining amount of Cryptocurrency to User's Electronic wallet not later than the last day of the termination period of Cryptoassets Management Agreement. Operator shall return assets in the same Cryptocurrency as provided by User unless stated otherwise in these Terms and Conditions. User is not entitled to demand other cryptocurrencies or other value, especially not Fiat currency.

10. Operator reserves the right to offer to the User that instead of original Cryptocurrency provided for asset management, it will return a different cryptoasset in the value equivalent to the original cryptoasset under management. Operator specifies which cryptoasset and in what amount of cryptoasset it offers to User to be returned instead of the original one. If User accepts the offer, Operator is obliged to transfer the agreed cryptoasset and amount within the time period specified in these Terms and Conditions. At the moment the agreed amount of cryptoasset is transferred to User's Electronic wallet, Operator's obligation to return the provided cryptoassets is settled, Cryptoassets Management Agreement is

discharged and User is not entitled to fulfilment in the original Cryptocurrency or any alternative consideration.

VI. Termination of agreements

1. Cryptoassets Management Agreement is concluded 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 Cryptocurrency via User account on Website. The termination period is three months and it commences on the first day of the month following the month the termination notice has been filed.

2. During the run of the termination period, User is not entitled to any profit share and bears no loss from asset management.

3. User is also entitled to request deletion of their User account. This action will be deemed as termination of Cryptoassets Management Agreement and Operator will proceed according to the previous paragraph. Until the termination period elapses, Operator settles all its obligations and, after it elapses, disables User account. User acknowledges that after disabling User account, User will not be able to access Electronic wallet and will not be entitled to any fulfillments arising from any contractual relationship with Operator.

4. Operator 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 User 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) User failure to cooperate with request to provide Operator with documents and information requested by AML laws;
   d) due to sudden changes in circumstances consisting of exchange rate fluctuations;
   e) because of User's reckless, unnecessarily burdensome or obstructive behaviour (e.g. repeated placing of requests and delays in performance according to orders, etc.).

5. User declares that they understand and agree that Operator reserves the exclusive right to immediately suspend the provision of the services or to terminate any agreement between Operator and User at any time if User is suspected of violating any provision of these Terms and Conditions, or of violating the applicable legal regulations effective in Greece, or if User is suspected of participating in illegal activities, anti-money laundering activities or activities incompatible with Operator's policy.

VII. Other provisions

1. Due to the nature of the business relationship in the crypto assets area, none of the agreements concluded on the basis of these Terms and Conditions will be in writing, except these Terms and Conditions.

2. User is obliged to provide Operator with all assistance requested by Operator or necessary for the activities to which Operator 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, Operator's email address at which User may contact Operator is support@earnio.com and User's email address designated for communication shall be User's email address they filed during registration in User account or which they later filed as email designated for communication in User'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. User 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, User undertakes not to
   a) use Website in a manner that may cause damage to Operator 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 Users of Operator or facts that are the subject of Operator's trade secrets; and

e) use unsecured email or disclose the account password to any third party.

2. User 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. Operator shall not be liable for damage caused to User or any third party as a result of User violating these Terms and Conditions.

4. User is entitled to:

a) contact Operator'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 Operator's services,

b) contact Operator via the email address support@earnio.com with any complaints regarding the processing of orders, which Operator shall resolve within a reasonable period of time, and shall send communication about the method of resolution to User at User's email address indicated in their User account.

5. User acknowledges their responsibility for the proper taxation of income generated by trading in cryptoassets, if, according to their tax residence, they are obliged to tax this income. User 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 Operator by User are not subject to other tax obligations. Operator does not assume any responsibility for fulfilling such possible obligations of User.

6. Operator provides the services according to these Terms and Conditions to User free of charge unless specified otherwise in these Terms and Conditions or other terms and conditions governing other services provided by Operator. However, Operator reserves the right to charge the services for User in the future, in which case the services will be charged by a unilateral change to these Terms and Conditions, in which case User has the right to withdraw from Cryptoassets Management Agreement in accordance with these Terms and Conditions.

7. When using Website, User may be displayed the content or offer of third-party services, including links to Websites and third-party services.

8. Operator does not control any such third-party content displayed to User when using the services through Website. Operator does not assume any liability for such third-party content displayed to User 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 User's domicile.

X. Personal data protection

1. Operator processes User'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. User acknowledges that they are obliged to notify Operator without undue delay of any changes to the personal data provided by them, either through changes made within User account or in another appropriate manner by email.

3. Further information on the processing of personal data is provided on Website in Privacy Policy.

XI. Final provisions

1. Operator 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 User. User 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 User, Operator is entitled to limit the scope of performance provided to User.

3. In the event of a serious or repeated material violation of Terms and Conditions by User, Operator is entitled to deny User access to the services provided.

4. User acknowledges that within the framework of trading with cryptoassets, Operator 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, User undertakes to provide similar cooperation to Operator.

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. User declares that prior to using Website and placing an order or offer, User 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 5th of May 2023.