



Earnex Global Group LLC, Earnex Exchange
AFFILIATE PROGRAM AGREEMENT
Updated, October, 2022

Introduction

Earnex Global Group LLC has introduced its Affiliate referral program that provides opportunity to any User to make extra money by referring other users to our platform.

Terms and their meaning:

Product - Earnex Global Group LLC has developed and launched a platform for Followers and Traders, as well as trading robots. All these developments are assembled in various bundles that differ in rights, features, privileges and price.

Free Subscription is available only for Qualified Users. This subscription enables the User to follow an unlimited number of traders and/or trading robots, and link an unlimited number of exchanges integrated with the Earnex Global Group LLC platform. Subscription includes Copy Trading, ROI Estimator, Standard Risk Management System, advanced risk management tools such as ability to set a lot size, trailing stop, drawdown limit adjustments.

Starter Subscription - enables the User to follow one strategy of any trader or trading robot on one of exchanges integrated with Earnex Global Group LLC platform. Subscription includes Copy Trading, ROI Estimator, Standard Risk Management System. The price is \$14.50 USD each month.

Pro Subscription - enables the User to link to unlimited number of traders and/or trading robots, link unlimited number of exchanges integrated with Earnex Exchange platform. Subscription includes Copy Trading, ROI Estimator, Standard Risk Management System, advanced risk management tools such as ability to set a lot size, trailing stop, drawdown limit adjustments. The price is \$24.50 USD each month.

Rebate from Exchange - the commission paid to Earnex by the integrated exchange.

Affiliate - the User registered on the earnex.exchange who can refer other users by sending them a unique referral link generated by earnex.exchange.

Referral - the User who has registered on the earnex exchange platform using via Affiliates referral link.

Network of Affiliates - When Referrals also decide to become an Affiliates they become a Network of Affiliates for the original Affiliate who referred them to register on Earnex Exchange platform. The Affiliate entitle to receive an override reward down to 3rd generation

Reward - the reward earned and paid to the Affiliate derived from their referrals' purchase of subscription and trading volume rebate.

Override Reward - reward paid on the activity of the Network of Affiliates down to 3rd generation.

Profit Share - the reward paid based on the rebate received by the company from the exchange

Reward Table - the algorithm used by Earnex for rewarding affiliates.

Generation - degree of separation from Affiliate. (Personal referral is the 1st generation, Referral of the personal referral is the 2nd generation, Referral of the second generation is the 3rd generation)

Affiliate Acknowledge

Affiliate program Agreement, including these Terms and Conditions. By participating in referral program below, I agree to comply with, and be bound by, the terms and conditions set forth in the Agreement. I acknowledge and agree that the Agreement will become a binding agreement upon me and Earnex Global Group LLC, only upon acceptance by Earnex Global Group LLC. I understand that Earnex Global Group LLC. has the right to accept or reject my application to become an Affiliate in its sole discretion. For purposes of this Agreement, Earnex Global Group LLC.

Opportunity is referred to as “Earnex Exchange”. Earnex Global Group LLC and its parents, subsidiaries and affiliates may be referred to herein collectively as the “Companies” or each individually as a “Company”. I understand that there is no requirement beyond entering into this Agreement to become an Affiliate. No purchase of sales or training materials or other services are required to become an Affiliate and any purchase of sales aids, training materials or training is strictly voluntary. I understand that my rewards are based on referring new customers to subscribe and use Earnex Global Group LLC products and services.

I verify that I have carefully reviewed and fully understand Earnex Global Group LLC’s Affiliate referral program.

TERMS AND CONDITIONS

I, the undersigned applicant, represent that I am of legal age to enter into legally binding agreements, and that if executing this Agreement on behalf of a corporation, limited liability company, partnership, trust or other entity, I represent that I have the authority to enter into such agreements for the entity, but nonetheless I agree that in addition to such entity, I will be personally responsible for the performance of all the duties and obligations described in this Agreement.

I AGREE THAT AS AN AFFILIATE, I AM AN INDEPENDENT CONTRACTOR AND NOT AN AGENT, LEGAL REPRESENTATIVE OR EMPLOYEE OF Earnex Global Group LLC OR ANY VENDOR, SUPPLIER, SERVICE PROVIDER OR OTHER PARTY with whom Earnex Global Group LLC transacts or contracts business . I understand that as an Affiliate, I am free to select my own means, methods and manner of operation and that I am free to choose the hours and location of my activities under this Agreement, subject only to the terms of this Agreement. I shall have no power or authority to bind Earnex Global Group LLC, either directly or indirectly, and I will not take any action inconsistent with this limit of authority, including representing in any manner that I am an agent, representative, legal representative or employee of Earnex Global Group LLC, any other

Earnex Global Group LLC Company or any Earnex Global Group LLC Vendor. I acknowledge that as an independent contractor I am not entitled to holidays, vacations, disability, insurance, pensions or retirement plans, or any other benefits offered or provided by Earnex Exchange or any other Earnex Global Group LLC Company to its employees. I understand that I am solely responsible for filing any taxes and obtaining any business licenses or insurance required by regulations or authorities to conduct my business. I acknowledge and agree that I will not be treated as or represent myself as an employee for purposes of any federal, state or local statute, regulation, ordinance or other law.

I authorize Earnex Global Group LLC to use my name, voice, video and photographs, personal story and/or likeness in advertising/promotional materials, and grant Earnex Global Group LLC an indefinite royalty free license to use all photographs, video and other images submitted by me to Earnex Global Group LLC; I waive all claims for remuneration for such use. This authorization and waiver of all the claims shall survive the termination of this agreement.

I may terminate this Agreement for any reason, at any time, by giving Earnex Global Group LLC prior written notice at its address of record. Earnex Global Group LLC may terminate this Agreement pursuant to the Earnex Global Group LLC Policies and Procedures or in the event that I breach any part of this Agreement.

I ACKNOWLEDGE THAT AS AN AFFILIATE, I AM NOT GUARANTEED ANY INCOME NOR AM I ASSURED ANY PROFITS OR SUCCESS, AND I CERTIFY THAT NO CLAIMS OF GUARANTEED PROFITS OR REPRESENTATIONS OF EXPECTED EARNINGS THAT MIGHT RESULT FROM MY EFFORTS AS AN AFFILIATE HAVE BEEN MADE BY EARNEX GLOBAL GROUP LLC OR MY SPONSOR. SIMILARLY, I SHALL NOT REPRESENT DIRECTLY OR INDIRECTLY THAT ANY PERSON MAY, CAN, OR WILL EARN ANY STATED AMOUNT OR THAT ANY AFFILIATES ARE GUARANTEED SUCCESS.

I understand that the Earnex Global Group LLC Products are offered in different markets on terms and at rates determined by Earnex Global

Group LLC or Earnex Global Group LLC Providers, and that the markets where the products are offered and the terms and conditions or prices thereof may change from time to time without notice.

This Agreement shall become effective upon acceptance by Earnex Global Group LLC and continue for an initial term of one (1) year unless sooner terminated as permitted herein. My relationship with Earnex Global Group LLC may be extended for additional one year periods by my agreement to the then current Earnex Global Group LLC Affiliate Terms and Conditions. However, those rights and obligations which by the Affiliate nature are intended to survive termination of this Agreement shall survive, including without limitation the provisions governing dispute resolution, indemnification, non-solicitation and confidentiality.

In the process of selling or otherwise promoting the Earnex Global Group LLC Products, I agree that I will operate in a lawful, ethical and moral manner and I agree to make no false or misleading statements regarding the Earnex Global Group LLC Products and Services or about the various relationships between Earnex Global Group LLC, the Earnex Global Group LLC Provider(s) and me.

I understand that during any investigation by Earnex Global Group LLC with respect to my breach of this Agreement or my conduct as an Affiliate, my Affiliate position status may be suspended by Earnex Global Group LLC and any Earnex Global Group LLC Payments which may be otherwise owing to me shall be held until final resolution has been achieved. I acknowledge that in the event Earnex Global Group LLC determines that I have violated this Agreement, Earnex Global Group LLC may terminate this Agreement in which event I will not be entitled to any Earnex Global Group LLC Payments or further commissions or compensation of any kind.

I agree to keep accurate records and shall not engage in or perform any misleading, deceptive or unethical practices. I further agree to abide by all federal, state and local laws and regulations governing the sale or solicitation of the products marketed by Earnex Global Group LLC and/or the Earnex Global Group LLC Vendors, including but not limited to, all

applicable anti-spam legislation and obtaining and maintaining any and all permits and licenses required to perform under this Agreement and I understand that I will be personally liable for any fines and other expenses incurred by Earnex Global Group LLC, any Earnex Global Group LLC Company or any Earnex Global Group LLC Vendor as a result of any failure to do so. I specifically represent and warrant that I shall not engage in the slamming of a customer.

IN NO EVENT WILL Earnex Global Group LLC, ANY OTHER Earnex Global Group LLC COMPANY OR ANY OTHER Earnex Global Group LLC PROVIDER BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR INCIDENTAL DAMAGES, (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, AND THE LIKE), ARISING OUT OF ANY CAUSE, INCLUDING BUT NOT LIMITED TO, BREACH OF WARRANTY OR THE DELAY, ACT, ERROR OR OMISSION OF Earnex Global Group LLC, ANY Earnex Global Group LLC COMPANY OR ANY Earnex Global Group LLC PROVIDER, OR THE DELIVERY, NONDELIVERY, DISCONTINUATION, OR MODIFICATION OF ANY PRODUCT OR SERVICE BY Earnex Global Group LLC, ANY Earnex Global Group LLC COMPANY, OR ANY Earnex Global Group LLC PROVIDER, EVEN IF Earnex Global Group LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

OTHER THAN THE RETURN RIGHTS DESCRIBED HEREIN, Earnex Global Group LLC, THE OTHER Earnex Global Group LLC COMPANIES AND Earnex Global Group LLC PROVIDERS MAKE NO EXPRESS WARRANTIES, AND THERE ARE NO IMPLIED WARRANTIES. EXPRESSLY EXCLUDED ARE ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY

Earnex Global Group LLC, ANY Earnex Global Group LLC COMPANY, ANY Earnex Global Group LLC PROVIDER, OR THE Affiliate AGENTS OR EMPLOYEES WILL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE FOREGOING WARRANTY.

Earnex Global Group LLC shall periodically make various sales literature, promotion materials, training and other products available for my use as an Affiliate. I, however, am under no obligation to purchase any quantities of those materials or services at any time.

I acknowledge that I have the right to refer as many customers as I wish. For each personally referred customer, I will be eligible to receive a reward from my personal customers' purchases of Earnex Global Group LLC Products and Services from purchases of products and services from personal customers in my Network of Affiliates. in accord with the currently valid Earnex Global Group LLC reward table.

I agree to indemnify and hold Earnex Global Group LLC, the other Earnex Global Group LLC Companies, the Earnex Global Group LLC Vendors and the Affiliate respective shareholders, directors, officers and employees harmless from any and all claims, damages, and expenses, including any attorney's fees, arising out of my actions or omissions in connection with this Agreement.

This Agreement shall be governed by the laws of the Republic of Seychelles. In the event of a dispute between Earnex Global Group LLC and me as to our respective rights, duties and obligations arising out of or relating to this Agreement, it is mutually agreed that such disputes shall be exclusively resolved through binding arbitration before the Arbitration Court of St. Vincent and the Grenadines.

Both Earnex Global Group LLC and I agree that all disputes will be resolved on an individual basis and that each may only bring claims against the other in an individual capacity (and not as a claimant or class member in any purported class or representative proceeding).

I acknowledge that Earnex Global Group LLC fully reserves its right to amend this Agreement at any time by notifying me of the changes, including by posting the revisions on the Earnex Global Group LLC website (Earnex Global Group LLC.io). Any changes to this Agreement made by Earnex Global Group LLC may apply: (1) upon the date of execution or posting of the amended Agreement on the Earnex Global Group LLC website, or (2) prospectively to some specified date in the amendment. Any such changes are incorporated as part of this Agreement. No amendment shall apply retroactively.

I understand that I may not assign this Agreement without the prior written consent of Earnex Global Group LLC, which may be withheld, conditioned, or delayed in Earnex Global Group LLC's sole discretion. This Agreement shall be binding upon and inure to the benefit of heirs, successors and permitted assigns of the parties hereto. If any provision of this Agreement is determined by any authority of competent jurisdiction to be invalid or unenforceable in part or in whole for any reason whatsoever, the validity of the remaining provisions or portions thereof shall not be affected thereby and such authority should reform this Agreement to the extent necessary to render the otherwise unenforceable provision or portion thereof valid and enforceable.

I acknowledge that I may receive proprietary and confidential data or information of Earnex Global Group LLC and/or Earnex Global Group LLC Provider(s) which is not publicly

known or available to the competitors of Earnex Global Group LLC or Earnex Global Group LLC Providers, including but not limited to information about Earnex Global Group LLC Products, customers, and Affiliates (“Confidential Information”), and I agree that I shall treat such Confidential Information as strictly confidential and that I may not, directly or indirectly use, sell, lend, lease, distribute, license, give, transfer, disclose, disseminate, reproduce or otherwise communicate any such Confidential Information to any person or entity for any purpose other than as authorized by Earnex Global Group LLC in writing. I represent and warrant that I will comply with all Earnex Global Group LLC policies and procedures relating to confidential and proprietary information, and I agree that all prohibitions against disclosure of Confidential Information shall survive the termination of this Agreement.

Reward payout: All rewards will be calculated on the last day of the month and become available and credited to the Affiliates Earnex Global Group LLC platform account no later than on the fifth day of the following month.

Reward Table and Description

Referrals	Subscription	Profit Share
1st Generation	20%	20%
2nd Generation	5%	5%
3rd Generation	5%	5%

Rewards are based on two income channels.

1. Is the number of subscriptions purchased by the users referred by an Affiliate
2. The rebate received by Earnex Global Group LLC from the exchange based on the trading volume derived from the users referred by an Affiliate.

Earnex Global Group LLC allocates 30% of the revenue based on the subscription purchased by the Users and rebates received by the company from the exchanges for rewarding Affiliates who actively promote Earnex Global Group LLC platform services. This is the reward distribution:

Affiliates will be rewarded 20% of the revenue derived from the personally referred Users. In addition, Affiliates will be awarded 5% override reward from the revenue derived from the Network of Affiliates from second and third generation (degree of separation).

Example: Ben referred Gina. Gina has registered on Earnex Global Group LLC using Ben's referral link and purchased subscription for \$24.50. She also deposited 10,000 USDT on Binance exchange which she uses for copy trading on Earnex Global Group LLC platform. Earnex Global Group LLC received 200 USDT rebate from the Binance exchange.

Ben will receive 20% - \$4.90 from \$24.50 subscription fee, and 40 USDT Profit Share from 200USDT. Total about \$44.90 for the month. Please note: Gina is the first generation Referral for Ben.

Lets say, Gina decided to become an Affiliate and referred Max. Now Max is the second generation Referral for Ben and first for Gina. Max does the same thing as Gina: has registered on Earnex Global Group LLC using Gina's referral link and purchased subscription for \$24.50. He also deposited 10,000 USDT on Binance exchange which he uses for copy trading on

Earnex Global Group LLC platform. Earnex Global Group LLC received 200 USDT rebate from the Binance exchange.

While Gina will receive 20% from \$4.90 from \$24.50 subscription fee, and 40 USDT Profit Share from 200USDT. Total about \$44.90 for the month. Ben will receive a 5% override which is 1.22 from \$24.50 subscription fee and 10 USDT Profit Share. Total about \$11.22 for the month.

Lets say Max decided to become an Affiliate and refer Dina. Dina becomes the third generation Referral for Ben and second generation referral for Gina. Dina does the same as Max and Gina. Ben and Gina both make 5% override.

Here is the way the total reward will be distributed:

Ben's Reward: \$44.90(20%) for referring Gina + \$11.22(5%) Override for Gina referring Max, + \$11.22 (5%) Override for Max referring Dina. Total \$67.34

Gina's Reward: \$44.90(20%) for referring Max + 11.22(5%) Override for Max referring Dina. Total \$56.12

Max's Reward: \$44.90 (20%) for referring Dina. Total \$44.90.