



Earnex Exchange, Earnex Global Group LLC

USER AGREEMENT TERMS AND CONDITIONS

Updated, October, 2022

Terms and their meaning:

"Earnex Exchange, Company or Us" - (hereinafter referred to as "Earnex Exchange" or "Company") Earnex Global Group LLC is a corporation registered in St. Vincent and the Grenadines .

"User Agreement" refers to the Risk Disclosure Statement, Privacy Policy, Terms of Use of the earnex.exchange, Cookie Policy and this User Agreement Terms and Conditions collectively.

Earnex Exchange - a website owned and operated by Earnex Global Group LLC and any subdomains and other Internet pages connected through this page to access services, benefits, privileges, software and applications available for Earnex Exchange users .

Supplier (s) - Legal entities or individuals providing a number of services, benefits, privileges, delivering a product, developing applications for Earnex Global Group LLC under contracts, agreements or any other arrangements.

Earnex Exchange Account, Subscriber referred as User under this agreement is an individual or any legal entity who creates an account and has initiated a registration and verification as a follower or trader on the Earnex Exchange platform.

Subscriber, Purchaser, Consumer, Buyer hereinafter referred to as User - an individual who has made a payment for the right to use the Company's software assembled into different packages as a User (only individuals can be subscribers or users). The right to use terminates only if this agreement is terminated at the initiative of one of the Parties - the User or the Company. User must meet all the terms and conditions in order to use the Software of the Company.

Application to Become a User or Subscriber - filling out an electronic application as a candidate to become a user or a subscriber. Applications are considered and approved or rejected by the Company. Application contains disclosures and statements by User.

Trader - is a subscriber and user of the platform, a person who trades crypto currency or any other crypto assets on crypto exchanges with the intent to make a profit.

Follower - is a person who is a platform user who seeks to increase asset holdings through the following a trading strategy of a trader or a robots by using Earnex Exchange copy trading technology.

Trading Robot - the software with extensive functionality for algorithmic trading strategies on crypto exchanges controlled by the trader.

Copy Trading - is a technology implemented by Earnex Exchange to enable Followers to automatically copy the trades executed by the selected strategies in the trader's exchange account. Followers can select strategies that match their personal trading preferences, such as risk tolerance and estimated profits. All the trading positions set by the specific trader will be automatically applied to the Follower's exchange account. The trades are set and executed automatically with entry and exit points. No intervention is required by the Follower as all the account activity is controlled by the technology. Follower may choose one or more strategies simultaneously. This enables the Follower to diversify their risk while maintaining trading control of their account.

Product - Earnex Exchange 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 unlimited number of traders and/or trading robots, and 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. Steps to become a Qualified User Subscriber:

1. User must create an Account on Earnex Exchange platform

2. User must create new account without any referral links on other exchange integrated with Earnex Exchange.

Important details: Those steps must remain in this exact order for User to become Qualified Subscriber. Please note, the new exchange account must be created later than Earnex Exchange platform account WITHOUT ANY REFERRAL LINKS.

Starter Subscription - enables the User to follow one strategy of any trader or trading robot, in one of exchanges integrated with Earnex Exchange 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.

Payment of Traders Success Fee or Management fee - on the last day of the month, each user receives an invoice for the trader Success Fee. Payment must be made within 72 hours after the invoice issued to the wallet number and in the cryptocurrency indicated in the invoice. If payment is not received within 120 hours (5 calendar days) by the Trader, Earnex Exchange will deactivate User's account and block the access to Traders and Trading bots, all open orders in your crypto exchange accounts will be closed at the current market price at the time of suspension, you will be disconnected from all Traders and Trading bots, and will be unable to participate in the Earnex Exchange referral program and withdraw any earnings from this program. In addition, the User will be assessed with the fines as follows: 120 hours (5 calendar days) is a grace period. Every following calendar day fine will be 10 % per diem based on the amount of the invoice for the next 10 calendar days. If in 15 days the entire invoice including fines has not been paid, Earnex Exchange will attempt to collect the debt owed to the Trader by employing all available

methods in order to have an invoice paid in full.

Traders Compensation Fee Structure will be chosen by the Followers

Option # 1: Traders will charge Followers 25 % success fee. The trader will be responsible 5% Technology fee. The trader will retain a total Total of 20%. 5% will be billed as a platform Technology Fee.

Option # 2. Traders will charge Followers total 1 % of the entire amount of the balance as an Asset Management Fee. The trader will retain a total Total of 0.8%. 0.2% will be billed as a platform Technology Fee

The Platform Technology Fee. Traders are responsible for the payment of the Technology fee for the use of Earnex Exchange platform is 5% of monthly success fee or 0.2% of the entire balance of the Assets Management Fee base on the compensation fee structure chosen by the Follower.

Earnex Exchange Billing Earnex Exchange has automated billing function that enables Traders to issue an invoice. Trader is responsible for paying Earnex Exchange Platform technology fee and referral fee. Trader can set any additional billing conditions and fees when creating a project on the platform Trader's Mode.

Trader's Instructions and Authorization regarding Technology Fee. Earnex Exchange IS HEREBY IRREVOCABLY AUTHORIZED AND INSTRUCTED to deduct 5% of the success fee or 0.2% of the Assets Management Fee from the total amount of the monthly billing cycle from the trader's proceeds

USER AGREEMENT TERMS AND CONDITIONS

ATTENTION!!!! COPY TRADING IS NOT AVAILABLE FOR A DEPOSIT BALANCE LOWER THAN 0.02 BTC. THE USER UNDERSTANDS AND AGREES THAT IF THE DEPOSIT AMOUNT DROPS BELOW 0.02 BTC DUE TO A DRAWDOWN IN THE TRADING PROCESS, WITHDRAWAL OF FUNDS, OR FOR ANY OTHER REASON, THE USER WILL NOT BE ABLE TO USE EARNEX EXCHANGE PLATFORM UNTIL BRINGING DEPOSIT AMOUNT TO 0.02 BTC OR ABOVE THAT AMOUNT.

By entering into this User Agreement, user understands and agrees that this user agreement includes Privacy Policy, Risk Disclosure Statement, Terms of Use of the site earnex.exchange and these terms and conditions.

Rights of use and license to use the technology- access to user's personal account, the ability to follow traders, use of trading robots, training and all the functions of the Earnex Exchange platform and trading robots are provided by the Company or its affiliates. Rights and licenses are based on the level of the subscription. All terms, conditions and rules specified in this User Agreement determine the relations between the Company as a party providing services on the one hand, and Consumers, Subscribers and Users, on the other hand.

Earnex Exchange has the right to reject any applicant: Earnex Exchange has the right to reject any applicant to become a Subscriber or User at its sole discretion with or without any reason.

Applicant minimum age requirement: Applicants must reach minimum 18 (eighteen) years of age to become a User.

Earnex Global Group LLC Disclosures for Subscribers and Users - a statement of waiver of any and all liability:

EARNEX GLOBAL GROUP LLC IS A REPUBLIC OF SEYCHELLES REGISTERED ENTITY. EARNEX EXCHANGE TECHNOLOGY AND SOFTWARE SUBSCRIPTIONS CAN BE PURCHASED ANYWHERE IN THE WORLD WHERE BUSINESS ACTIVITY OF EARNEX EXCHANGE IS NOT PROHIBITED BY LAW.

USERS AND SUBSCRIBERS UNDERSTAND THAT EARNEX EXCHANGE DOES NOT GIVE ANY WARRANTY OR GUARANTEE.

THERE IS NO GUARANTEE THAT USE OF THE COMPANY'S TECHNOLOGY, ITS SOFTWARE SUBSCRIPTIONS WILL MAKE PROFITS, INCOME OR PROVIDE ANY GAINS OR MATERIAL BENEFITS;

EARNEX EXCHANGE DOES NOT HOLD ANY OF THE USER' ASSETS AS A RESULT IT IS NOT RESPONSIBLE FOR THE SAFETY AND SECURITY OF USER' ASSETS.

EARNEX EXCHANGE IS NOT RESPONSIBLE AND NOT LIABLE FOR ANY COMPLETE OR PARTIAL LOSSES OF ANY USER'S OR SUBSCRIBER'S CRYPTO ASSETS OR ANY OTHER ASSETS.

EARNEX EXCHANGE DOES NOT KEEP ANY PASSWORDS AND OTHER ACCESS TO USERS WALLETS, DOES NOT CONTROL THE ACTIONS OF TRADERS OR OTHER USERS, AND DOES NOT HAVE CONTROL OVER EXCHANGES OR THEIR BUSINESS PRACTICES.

RISK ACKNOWLEDGEMENT: USERS AND SUBSCRIBERS USING THE EARNEX EXCHANGE PLATFORM UNDERSTAND AND UNDERTAKE ALL THE RISKS SUCH AS, BUT NOT LIMITED TO ALL RISKS ASSOCIATED WITH SALES, PURCHASE, HOLDINGS AND SPECULATIVE TRADE IN THE MARKET OF CRYPTO ASSETS AND CRYPTOCURRENCIES.

USERS ACKNOWLEDGE, UNDERSTAND, AGREE AND UNDERTAKE RISKS ASSOCIATED WITH ANY INVESTMENT IN THE CRYPTOCURRENCY MARKET THAT MAY RESULT IN THE TOTAL LOSS OF ALL INVESTED ASSETS;

USERS AGREE AND DECLARE THAT THEY HAVE NO CLAIMS AND WILL NOT HAVE ANY CLAIMS IN THE FUTURE AGAINST EARNEX EXCHANGE, IN CONNECTION WITH THE POSSIBLE LOSS OF ANY OR ENTIRE INVESTED ASSETS.

ALL USERS, SUBSCRIBERS, PURCHASERS AND CONSUMERS AGREE TO INDEMNIFY AND HOLD HARMLESS FROM ANY AND ALL LIABILITY EARNEX GLOBAL GROUP LLC, ALL OF ITS EMPLOYEES, OFFICERS, DIRECTORS, FOUNDERS, CO-FOUNDERS, MANAGEMENT, AS WELL AS, SUPPLIERS, SERVICE PROVIDERS, CONTRACTORS, INDEPENDENT AFFILIATES, LEGAL ENTITIES AND INDIVIDUALS FOR ANY AND ALL DAMAGES: PUNITIVE, MATERIAL, PHYSICAL, PSYCHOLOGICAL, LEGAL, MORAL AND / OR ANY OTHER TYPE OF DAMAGES, ASSOCIATED WITH THE REGISTRATION AND USE OF EARNEX EXCHANGE PLATFORM OR EARNEX EXCHANGE SOFTWARE.

ATTENTION! BEFORE PURCHASING COMPANY'S SOFTWARE SUBSCRIPTION, IT IS USER'S RESPONSIBILITY TO CHECK THE LAWS OF THE COUNTRY IN WHICH THEY INTEND TO ENGAGE IN ANY ACTIVITY USING TECHNOLOGY

OF Earnex Exchange WEALTHTECH, INC. IT IS USER'S RESPONSIBILITY TO MAKE SURE THAT THEY DO NOT VIOLATE THE LAW AND THE RULES OF THE COUNTRY AND ITS FINANCIAL MARKET. USER SHOULD PERFORM AN INDEPENDENT DUE DILIGENCE AND CHECK ALL THE FACTS BEFORE BECOMING A SUBSCRIBER AND / OR USER.

Monthly Subscription Payment: The user can make monthly payments for the Starter Subscription \$14.50 USD or \$24.50 USD for the Pro Subscription.

Annual Subscription Payment: The user can make annual payments for the Starter Subscription \$142.80 USD or \$238.80 USD for the Pro Subscription. User saves up to 18% by using annual subscription.

Trader's Compensation Fee Payment: on the last day of the month, each user receives an invoice for the trader's compensation Fee. Payment must be made within 72 hours after the invoice issued to the wallet number and in the cryptocurrency indicated in the invoice. If payment is not received within 120 hours (5 calendar days) by the Trader, Earnex Exchange will deactivate User's account and block the access to Traders and Trading bots, all open orders in your crypto exchange accounts will be closed at the current market price at the time of suspension, you will be disconnected from all Traders and Trading bots, and will be unable to participate in the Earnex Exchange referral program and withdraw any earnings from this program. In addition, the User will be assessed with the fines as follows: 120 hours (5 calendar days) is a grace period. Every following calendar day fine will be 10 % per diem based on the amount of the invoice for the next 10 calendar days. If in 15 days the entire invoice including fines has not been paid, Earnex Exchange will attempt to collect the debt owed to the Trader by employing all available methods in order to have an invoice paid in full.

Attention! Trader agrees that after receiving payment for the success fee the withdrawal function will be disabled for the 5 calendar days. On the 6 calendar day trader can withdraw the commission. If within 5 calendar

days the trader will reach the maximum drawdown and system stop losses are triggered, the commission will be refunded to the Follower. If the maximum drawdown will not result in the loss of any part of the Follower's deposit, then the commission will be re-calculated based on the profit.

Success Fee Invoicing: All transactions on the Follower's account that are closed at the time starting from 12:01 UTC on the first day of the month and until 12:00 UTC of the last day of the month are included in the invoice for that month. If the transaction is closed on the Follower account on the last day of the month after 12:00 UTC, then it is included in the invoice for the next month. In case of profit on the Follower's accounts, provided there is no negative UPNL (Unrealized Profit and Loss), the invoice is issued based on PNL (Profit for the Current Month). In the case of negative UPNL, the profit is calculated according to this formula

$PNL - UPNL = \% \text{ of the profit}$

Assets Management Fee Invoicing: The total balance on the Follower's account as of 12:00 UTC on the last day of every month will be a baseline for the invoice of 1% Asset

Management Fee. If the Follower decides to withdraw any part of the balance, the management fee will be assessed on the highest amount of the balance during the current billing month

Example, if the total balance of the Follower's assets on the last day of the month is

*\$1000 USD the invoice will be $\$1000 * 0.01(1\%)$. The amount of invoice for this month will be \$10. If the Follower's highest balance \$1000 and follower decides to withdraw any part of the balance, the management fee invoice will be $\$1000 * 0.01(1\%)$. Which is \$10*

Maximum drawdown and system set stop losses. Earnex Exchange platform provides an additional layer of risk management in order to limit losses of the Follower's deposit. If the maximum allowable drawdown is reached the system will unlink the Follower from the trader and all the trades will be liquidated. The user understands and agrees, that stop losses might have slippage, which might result in an increase of losses up

to 5% higher than the allowable drawback set by the system

Refunds for Subscriptions: Monthly Subscriptions are not refundable. The User understands and agrees that Earnex Exchange will not refund any payments or portion of the payment.

Limitation of liability: User agrees, understands and accepts the fact that the material damage suffered by the Subscriber or User, under no circumstances may exceed the cost of the Package. You agree and declare that you release from any and all liability Earnex Global Group LLC, all its employees, employees, directors, founders, co-founders, management, as well as allied persons, service providers, contractors, independent Affiliates and licensed, affiliated, legal entities and individuals for any and all damage and losses incurred as a result of errors, force majeure, quality of service, negligence, irresponsibility, inability to use the platform and other inconveniences errors and costs.

Obligations to protect the Company from liability: Earnex Global Group LLC, all its employees, employees, directors, founders, co-founders, management, as well as allies, service providers, contractors, independent Affiliates and licensed, affiliated, legal entities and individuals are not responsible for the consequences and damage resulting from any actions of Subscribers or Users. Users and/or Subscribers agree to follow the code of ethics of conduct, the text of which is posted on the Company's website. Users and Subscribers agree to protect the Company from all and any liability, lawsuits, fines, sanctions and other material penalties, including the costs of legal services that may arise as a result of your actions or behavior. Users and Subscribers are responsible for their behavior and actions.

Followers: Users and Subscribers who have Qualified, Starter or Pro subscription can link to traders their account on crypto exchange via API keys for Asset Management. The statistical data of the performance of each trader generated from their trading activity on the exchange and passed via API keys to Earnex Exchange platform. If such statistics are not available for any reason, the trader must go through a trial period within

30 days before being able to receive assets under management. The Follower agrees to comply with the conditions stated in the description of projects and trading strategies after linking to traders. The Follower is committed to ethical relationships. The Follower agrees not to enter into transactions with Traders and Platform Users outside of the Earnex Exchange platform.

ATTENTION: EARNEX EXCHANGE AND OUR VENDORS WILL NEVER ASK USERS FOR ANY SECURITY OR SAFETY RELATED CREDENTIALS, SUCH AS USER NAME PASSWORDS, PASSCODES ETC. FOLLOWERS SHOULD NEVER DISCLOSE THEIR PASSWORDS, WALLETS KEYS, PASSCODES, RECOVERY PHRASES OR ANY OTHER SECURITY OR SAFETY CREDENTIALS TO ANYONE!!! FOR TRADING FOLLOWERS SHOULD HAVE ASSETS IN THEIR EXCHANGE ACCOUNT AND NEVER TRANSFER CRYPTOCURRENCY AND CRYPTO ASSETS TO ANY TRADERS' WALLETS. EARNEX EXCHANGE PLATFORM TRADERS ALLOWED TO CONDUCT TRADING ACTIVITY ONLY BY USING API KEYS OR COPY TRADING TECHNOLOGY. THE ASSETS NEVER TRANSFERRED OUT OF THE FOLLOWERS

ACCOUNT. The Follower understands and agrees that traders are responsible for trading activity. The Follower agrees to protect Earnex GLOBAL GROUP LLC, all its employees, employees, directors, founders, co-founders, management, as well as related parties, service providers, contractors, independent Affiliates and licensed, affiliated, legal and physical persons against all and any liability, lawsuits, fines, sanctions and other material penalties, including the cost of legal services, for any and all damage and losses incurred as a result of errors, force majeure, quality of service, negligence, irresponsibility which may arise as a result of the activities of the trader. The Follower understands and agrees that Earnex Exchange is not responsible for the actions and behavior of the Trader. The Follower accepts, understands and agrees that all risks associated with the full or partial loss of crypto assets are a personal decision and responsibility of the Follower.

Traders Users of the Earnex Exchange

Earnex Exchange will maintain non-disclosure of Traders' Confidential Information.

“Confidential Information” means any data or information that is proprietary to the Trader and not generally known to the public, whether in tangible or intangible form, in whatever medium provided, whether unmodified or modified by Earnex Exchange or its Representatives (as defined herein), whenever and however disclosed, including, but not limited to:

(i) any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans, present or future business activities of such party, its affiliates, subsidiaries and affiliated companies;

(ii) plans for products or services, and customer or supplier lists;

(iii) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method;

(iv) any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets;

(v) any other information that should reasonably be recognized as confidential information of the Trader; and

(vi) any information generated by the Earnex Exchange or by its Representatives that contains, reflects, or is derived from any of the foregoing. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information. Earnex Exchange acknowledges that the Confidential Information is proprietary to the Trader, has been developed and obtained through great efforts by the Trader and that Trader regards all of its Confidential Information as trade secrets.

Notwithstanding anything in the foregoing to the contrary, Confidential Information shall not include information which:

a) was lawfully possessed, as evidenced by the Earnex Exchange's records, by Earnex Exchange prior to receiving the Confidential Information from the Trader;

(b) becomes rightfully known by the Receiving Party from a third-party source not under an obligation to Trader to maintain confidentiality;

(c) is generally known by the public through no fault of or failure to act by Earnex Exchange inconsistent with its obligations under this Agreement;

(d) is required to be disclosed in a judicial or administrative proceeding, or is otherwise requested or required to be disclosed by law or regulation, although the requirements shall apply prior to any disclosure being made; and

(e) is or has been independently developed by employees, consultants or agents of the Receiving Party without violation of the terms of this Agreement, as evidenced by the Receiving Party's records, and without reference or access to any Confidential Information

Trader agrees to the ethical business relationship. The trader agrees not to solicit Followers who are users of the Earnex Exchange Platform to enter into transactions with the Users outside of the Earnex Exchange platform.

Trader agrees not to ask for a direct transfer of Follower's assets.

The trader agrees to conduct trading activities only through API keys or using copy trading technology.

Trader agrees to comply with all the conditions stated in the description of its trading strategies. Traders agree under no circumstances to allow a loss of the Follower's deposit in percentage greater than stated in the description of the project. The trader agrees not to expose the Follower's deposit to unreasonable and unjustified risks.

Trader understands and agrees that Earnex Exchange can close all positions and terminate trader's access to all the platform Followers accounts, automatically or manually, in case of a deposit loss been

greater than the declared maximum percentage.

Trader understands and agrees that Earnex Exchange is not responsible for the compensation fees payment if Followers refuse to pay the invoice. Followers are responsible for the payment of success fees.

Trader and Assets under Management: Users and subscribers who have experience in trading on crypto exchanges can create projects on the Earnex Exchange platform in order to help Followers users of the platform who have purchased packages and registered as Followers and looking for traders to manage their assets. Traders are obligated to link their trading accounts to the Earnex Exchange platform through API keys in order to demonstrate statistical data of their performance. If such statistics are not available for any reason, the trader agrees to go through a trial period within 30 days before allowed to receive the assets to trade. The trader agrees not to disable the API key of the trading account while Follower is linked to the trader. THE TRADER AGREES TO FORFEIT ALL AND ANY COMPENSATION IF THE API KEY OF THE TRADING ACCOUNT IS DISABLED BY TRADER DURING THE TRADING IN THE ACCOUNTS OF FOLLOWERS LINKED TO SUCH A TRADER. ONLY IN THE CASE OF DISABLING ALL FOLLOWERS, THE TRADER HAS THE RIGHT TO DISABLE THE API OF THE TRADING ACCOUNT.

The trader agrees to comply with the conditions stated in the description of projects and trading strategies. The trader agrees to the ethical business relationship. The trader agrees not to enter into transactions with the Users outside of the Earnex Exchange platform. The trader agrees not to ask for a direct transfer of the Follower's assets to their wallets. The trader agrees to conduct trading activities only through API keys. Trader agrees to comply with all the conditions stated in the description of its trading strategies. Traders agree under no circumstances to allow a loss of the Follower's deposit in percentage greater than stated in the description of the project. The trader agrees not to expose the Follower's deposit to unreasonable and unjustified risks. The trader understands and agrees that Earnex Exchange can close all positions and terminate trader's access to of all platform Followers accounts, automatically or manually, in case of a

deposit loss been greater than the declared maximum percentage. The trader understands and agrees and accepts responsibility and liability for their trading activities. The trader agrees to protect Earnex Global Group LLC, all its employees, employees, directors, founders, co-founders, management, as well as related parties, service providers , contractors, independent Affiliates and licensed, affiliated, legal and physical persons against all and any liability, lawsuits, fines, sanctions and other material penalties, including the cost of legal services, for any and all damage and losses incurred as a result of errors, force majeure, quality of service, negligence, irresponsibility which may arise as a result of the activities of the trader. A trader may be liable for damage caused to Followers. The trader understands and agrees that Earnex Exchange is not responsible for the success fees payment if Followers refuse to pay the invoice. Followers are responsible for the payment of success fees.

Notifications: All notifications must be addressed to Earnex Global Group LLC at info@earnex.exchange. Earnex Exchange can send a notification to the User, Subscribers, Followers, Traders by e-mail or to the mailing address, which is located in the database of the Company. The notice is considered to be received immediately after its publication on the earnex.exchange website, 24 (twenty-four) hours after the time of sending the electronic message and 3 (three) days after the date indicated on the postal stamp. In the case where proof of the notification is needed, it will be enough to prove that such notification was sent to the address (email) specified by the User, Subscribers, Followers, Traders, during verification.

Force majeure situations: Earnex Exchange is not responsible for the inability to provide services or delays in providing services, or for failure to fulfill its obligations, according to these terms and conditions, in case of force majeure situations that are beyond the control of Earnex Exchange. Force majeure situations include strikes, civil unrest, invasion, terrorist attacks or threats of terrorist attacks, war (whether or not declared), threat or preparation for war; fires, explosions, storms, floods, earthquakes, landslides, epidemics and natural disasters; acts, decrees, decrees, restrictions of any government. Earnex Exchange's obligation, in accordance with these terms and conditions, is considered terminated at a

time when there is a force majeure situation. Earnex Exchange will take a deferment during this period. Earnex Exchange will try to find a solution in case of force majeure and try to find a way to fulfill its obligations as soon as the force majeure situation ends.

Predominance of the newest version of the document: These terms and conditions and any document referred to by these terms and conditions constitute an Agreement between the parties in relation to the use of technologies and products of the Company and supersedes all previous Contracts and agreements of the parties verbal or in writing.

Amendments: Earnex Exchange reserves the right to unilaterally review and amend these terms and conditions. Users and / or / Subscribers accept and agree with all changes to these terms and conditions made by the Company from the moment of purchase, if these changes must be adapted by law, or if Earnex Global Group LLC, notifies the User and / or subscriber about changes in these terms and conditions, in which case, Earnex Global Group LLC, believes that the Users and / or subscribers agreed to these changes to the terms and conditions if the Users and / or subscribers did not file a written protest with Earnex Global Group LLC, within 7 days after publication of the newest version of the terms and conditions on the site earnex.exchange. Publication on the website considered a notice to all users.

Jurisdiction and method of handling complaints and disputes: Earnex Exchange has a system for handling complaints in order to find the right solutions. If the User has a complaint, then he should contact the customer support department at the address above.

These terms and conditions are governed by the laws of Republic of Seychelles. Any disagreements arising and relating to these terms and conditions fall under the non- exclusive jurisdiction of the Republic of Seychelles.

I / We declare that have read, understand, accept and agree to all the statements, risks, disclosures and descriptions on the Earnex Exchange.io website and agree with all the terms and conditions of this agreement and as stated in the text below this checkbox

I / we declare that I have read and understand all the risks and agree to indemnify and hold harmless from any and all liability COMPANY Earnex Global Group LLC, all of its employees, officers, directors, founders, co-founders, management, as well as, suppliers, service providers, contractors, independent affiliates, legal entities and individuals for any and all damages: punitive, material, physical, psychological, legal, moral and / or any other type of damages, associated with creating an account and use of Earnex Exchange platform or Earnex Exchange software associated with the partial or complete loss of crypto assets or any other assets related to trading, speculative activities, and or the security of storage of crypto assets or other assets

I / We understand, agree and declare that Earnex Exchange is not engaged in trading activities, does not store user's crypto assets or any other assets. I / we understand that Earnex Exchange provides technology in the form of a platform and trading robots. I / we understand that when linking to a trader, or transferring trading robots to the asset management entity, Earnex Exchange does not have any influence, control or power over traders managing assets and legal entities or individuals managing the user's robots. I / we declare that I have read and understand all the risks and agree to indemnify and hold harmless from any and all liability COMPANY Earnex Global Group LLC, all of its employees, officers, directors, founders, co-founders, management, as well as, suppliers, service providers, contractors, independent affiliates, legal entities and individuals for any and all damages: punitive, material, physical, psychological, legal, moral and / or any other type of damages, associated with creating an account and use of Earnex Exchange platform or Earnex Exchange software associated with the partial or complete loss of crypto assets or any other assets related to trading, speculative activities, and or the

security of storage of crypto assets or other assets

Before Subscribing to the service, I / We have read the terms and conditions and understand all the risks. I / We acknowledge, understand and agree that investments in the crypto industry are associated with the risk of losing all invested assets. I / We agree and accept all risks associated with the complete loss of cryptocurrency and other crypto assets or any invested assets. I / we understand that Earnex Exchange is not responsible for the complete loss of funds and relieve Earnex Exchange of any and all liability. I / we bear all responsibility for decisions to invest and the consequences associated with a possible complete loss of assets, funds or any other material losses I / we agree and give permission to Earnex Global Group LLC to save and process my / our personal information for purposes related to fulfilling the terms of the Agreement, including paying commissions, for administrative and statistical purposes and for promoting Earnex Exchange goods and services. Earnex Global Group LLC has the right to record this information manually and / or in electronic format, and to control this information.

I / we hereby informed that we have constant access to the data processed by Earnex Global Group LLC, and I / we can / can make changes to them;

we understand that the provision of personal data is voluntary, however, the refusal to provide this data will affect the impossibility of executing a contract.

I / we agree that Earnex Global Group may transfer and share my / our personal information with other affiliated organizations, affiliates and companies controlled or having contractual relations with Earnex Exchange Global Group LLC, and other persons for the purpose of maintaining business, including independent affiliates of Earnex Global Group LLC. These persons may be located in countries that are located anywhere in the world, and in the geographical area which do not have laws protecting personal information.

Note: Information about companies and countries will be provided upon request.

I / we give my consent to receive advertising materials and any kind of communication from Earnex Global Group LLC or affiliated companies, suppliers, Affiliates and vendors of Earnex Global Group LLC. I / We agree

to receive messages by email or any available communication channels.

ATTENTION!!!! UNLINKING FROM TRADERS, OR TRADING ROBOTS WITHOUT FOLLOWING THE PROTOCOL MAY RESULT IN THE COMPLETE LOSS OF YOUR DEPOSIT.

In order to avoid losing your deposit when unlinking from traders or trading robots, a Follower must follow this protocol and instructions. There are many reasons why Followers might want to unfollow a trader or trading bots. For example, taking profits, or creating an investment portfolio, by distributing a deposit among several traders with different trading strategies, and several trading robots. Please follow this step-by-step instruction to limit the risks associated with the loss of your deposit when unfollowing traders or trading robots.

Step 1

Before unfollowing a trader Follower need to make sure that there is no open transaction on the exchange account. First of all, Follower must check the “Current PNL” indicator on the Earnex Exchange platform. If Follower finds itself in the list of Followers and in front of it's number any numbers are shown in the PNL tab - this means that at the moment the trading position is open by the trader or a trading bot. Please note: the indicator can have both a positive percentage and a negative one. In any case, this means that a trading position has been opened on the exchange account.

Therefore, Follower cannot interfere in the trading process and cannot unfollow at the moment. If Followers interfere in the trading process, they are risking losing your entire deposit. The trader does not bear any responsibility for your decisions to intervene in the trading process by unfollowing the trader, closing trading position personally or in any other way.

Step 2

If 0% is indicated on the PNL tab, this means that the trader did not open

trading positions, and it is a high probability, there are no open trading positions on Follower's exchange account, but there are exceptions. For example, if a trader opens a trading position at the very moment when Follower wants to unfollow. Follower need to log into the exchange account, go to the balance of funds section and make sure that there are no open positions. Before unlinking from a trader, Follower must make sure that the trader does not have any open positions on Follower's exchange account, and there are no open positions.

If Followers have open positions on the account, then unlinking from traders, withdrawing funds or any other actions on the exchange account is prohibited. The only action that is allowed is to increase trading deposit. Withdrawal while trading position is open might cause 100% in liquidation of Follower's entire balance. If there are no open positions, then Follower can safely unfollow the trader. We recommend that Follower do this procedure after the end of the trading month, when the trader's invoice is paid, then check whether there are any open trading position. If there are no open trading positions in the Follower's it is safe to unfollow the trader, withdraw profits, distribute trading deposit among different accounts in order to follow other traders, to diversify risks.

This protocol must be followed to unfollow a trader and is the safest procedure when using copy trading technology

Earnex Exchange RISK DISCLOSURE STATEMENT

Investing as well as trading Digital Tokens, Coins, Cryptocurrencies and other related assets entails significant risks of financial loss. You should not commit any funds that you are not prepared to lose entirely. Market prices for cryptocurrencies, tokens and coins can be volatile and highly unpredictable. Whether the market price will move up or down is a speculation and unknowable. The leverage available in trading allows you to establish a larger market position than an un leveraged position and therefore exposes you to a risk of greater loss than an un leveraged

position. You should not trade, invest or provide or accept leverage unless you understand the associated risks. This Risk Disclosure Statement discusses some of the principal risks of trading, investing and entering leverage transactions, but it does not and cannot describe every risk or consideration involved in holding, trading, or engaging in leveraged transactions in cryptocurrencies. This Risk Disclosure Statement forms a part of, and utilizes certain terms that are defined in the Terms of Service.

NO GUARANTEE of investment return. There is no assurance that any trader will be able to generate returns on investments in the Underlying Asset or that any returns will be commensurate with the risks of investing that form part of the trader strategy. Furthermore, there is no assurance that if a trader does achieve returns on investment, such returns will be long lasting or ongoing.

There NO GUARANTEE that Followers will receive a return of their invested capital. An investment in the cryptocurrency should only be considered by persons who can afford a loss of their entire investment. The cryptocurrency investment, by their nature, involves a high degree of financial risk. Such investments may expose the Follower to the risks of financial loss. Risks of trading Cryptocurrencies and engaging in leverage transactions include, but are not limited to, the following:

1. Cryptocurrencies' Market Risk: Market prices for cryptocurrencies can be volatile and highly unpredictable. Whether the future market price for a Cryptocurrencies will move up or down or even sustain a market value is a speculation and unknowable. Contingent orders, such as "stop loss" or "stop-limit" orders, if permitted at all, may not necessarily limit losses to the expressed amount, and market conditions may make it impossible to execute an order or to obtain the stop price. Earnex Exchange makes no representations or warranties about whether a Cryptocurrencies will always continue to trade in the Cryptocurrencies trading market. Any Cryptocurrencies is subject to delisting without prior notice in the sole discretion of any crypto exchange.

2. Liquidity Risk: Markets for Cryptocurrencies can at times become what is known as "illiquid," which means there can be a scarcity of persons who are willing to trade at any one time. Thinly traded or illiquid markets have potential increased risk of loss because they can experience high volatility of prices and in such markets market participants may find it impossible to liquidate market positions except at very unfavorable prices. There is no guarantee that the markets for any Cryptocurrencies will be active and liquid or permit you to establish

or liquidate positions in the Cryptocurrencies when desired or at favorable prices.

3. Legal Risk: The legality of Cryptocurrencies, trading of them or leveraging them may not be clear and may vary under the laws of different jurisdictions throughout the world. This can mean that the legality of holding or trading Cryptocurrencies, or entering into related leverage transactions, is not always clear. Whether and on what basis a Cryptocurrencies may constitute property, an asset, or a right of any kind and what may constitute lawful leverage provision, might vary from one jurisdiction to another. You are responsible for knowing and understanding how the laws applicable to you or your property, rights or assets or to lending address, limit, regulate, and tax the Cryptocurrencies you trade or the leverage you provide.

4. Cryptocurrencies Wallet Security and Password Risks: Transferring your assets into other wallets exposes your Cryptocurrencies to risks of total loss from, among others things, security breaches from cyber-attacks that hack and steal Cryptocurrencies, electronic or technological failures that impede or prevent market access and market performance, record keeping errors, and any insolvency, bankruptcy, or material financial losses of or incurred by Earnex Exchange or any of its Affiliates. Losing the key files, passwords and other account access instruments is a real risk and Earnex Exchange is not responsible for any lost passwords, keys and other security and account access. Earnex Exchange cannot assist in recovery and access to user account. If user loses the access instruments the entire assets will be lost and impossible to recover.

5. Technology failure: Earnex Exchange provides technical solution for Followers and traders in good faith and put the best effort forward to accommodate our users. In the event that technology fails, you may be subject to the risk of losing your account data and might be at risk of losing your assets.

6. Market Default Risk: Earnex Exchange provides the technology in the form of the platform for Followers and Traders, but Earnex Exchange is not a party to any trade and has no financial responsibility or liability for any failure of market participants to honor their financial obligations. There is always a risk that one or more market participants will renege, default, or otherwise fail to honor their financial obligations or will be unwilling or

unable to abide by the terms of their agreements. In the event that risk materializes, other market participants can and likely will incur financial losses or reductions in gains from their own open positions.

7. Risks Associated with Financing Activities: When you finance a purchase or sale of Cryptocurrencies on a peer-to-peer basis, you run the risk of losing your provided financing. Earnex Exchange is not a party to any leverage transaction and has no financial responsibility or liability for any failure of market participants to honor their financial obligations. Similarly, when you accept financing to enter a trading agreement, you accept the risk of not being able to repay that financing (e.g., if the market price of the Cryptocurrencies you purchased with the financing falls). Participants should know all of the terms of any contracts they enter and how their trading strategies and other market and risk factors can affect their financing obligations.

8. Risk associated with unethical and unprofessional traders' activity. Earnex Exchange is not responsible for the activity of any individual or institutional entity involved in trading using Earnex Exchange platform. Follower may lose all or any portion of the assets committed for trading as a result of traders' activity. Earnex Exchange is not liable for any trader, their activity, conduct or business practices.

9. By continue using Earnex Exchange platform you acknowledge all the risks of financial losses associated with the trading of cryptocurrencies and agree to hold Earnex Global Group LLC, and all it's affiliates free of any and all liabilities. If you disagree with this statement, please discontinue using Earnex Exchange platform immediately.