

AIRDROP TERMS AND CONDITIONS

IMPORTANT: You must read these terms and conditions before attempting to participate in the airdrop program described in these terms and conditions. Failure by any participant to comply with these terms and conditions will render you ineligible to receive any tokens. The Company has the sole discretion to determine whether you have complied with these terms and conditions.

If you do not agree with these terms and conditions, do not attempt to participate in the airdrop program.

This airdrop program, which allows eligible participants to be rewarded for taking part in various community activities designated by Enecuum as relating to this airdrop programme (“**Airdrop**”) is offered by Enecuum HK Limited (“**Company**”) in support of the ENQ ERC-20 token sale, as described on www.enecuum.com (“**Website**”) and as defined in the terms and conditions applicable to the ENQ ERC-20 token sale (“**Token Sale Terms and Conditions**”).

1 Participation

- 1.1 By agreeing to participate in the Airdrop, you accept, and agree to be bound by, these terms and conditions. However, this does not guarantee participation in the Airdrop.
- 1.2 The Company reserves the right to accept or reject any new participants in the Airdrop during or after the launch of the ENQ ERC-20 token sale. Our agreement comes into effect when we agree to your participation in writing.
- 1.3 If the Company accepts your participation in the Airdrop:
 - (a) you will receive tokens in return for completing tasks as allocated by the Company. The form, amount, timing and conditions of any Airdrop will be determined by the Company in its sole discretion. You may not designate someone other than yourself to receive tokens due to you in relation to the Airdrop unless you first receive consent from the Company in writing. If you accept any tokens offered by the Company in relation to the Airdrop, you will be solely responsible for all applicable taxes, fees or expenses related to accepting such tokens and any required reporting obligations;
 - (b) you are responsible for your own costs of participating in the Airdrop and carrying out your obligations under these terms and conditions, as well as all related out of pocket expenses;
 - (c) you acknowledge and agree that you are not an agent, employee or representative of the Company nor of any of its associates, employees, agents, officers, representatives, directors, auditors, advisors, partners, legal advisors, consultants, related bodies corporate or sub-contractors (together, “**Associates**”); and
 - (d) you further acknowledge and agree that you have no right nor authority to assume or create in any way any obligation of any kind or to make any warranty or representation, expressed or implied, in the name or on behalf of the Company or any of its Associates, or to hold yourself out as having such powers.

2 Undertakings

By participating in the Airdrop, you undertake to the Company that you will:

- (a) abide by these terms and conditions;

- (b) read and abide by all applicable provisions of Part E (Terms and Conditions of the Tokens) and Part F (General terms and conditions) of the Token Sale Terms and Conditions;
- (c) read the risk disclosures included within the Token Sale Terms and Conditions;
- (d) use appropriate language, including following any marketing and brand guidelines as may be designated by the Company or as used in the documentation available from the Website, in all publicity materials;
- (e) act in accordance with all applicable laws and regulations of all relevant jurisdictions;
- (f) take all reasonable measures to ensure that the goodwill and reputation of the Company is preserved and protected;
- (g) act honestly, fairly, professionally and in good faith in your dealings with the Company and any other persons;
- (h) act in accordance with any requirements or directions of the Company; and
- (i) provide such further information and execute such further documents as may be reasonably required by the Company for the purposes of participating in the Airdrop (including, but not limited to, any documents required to be completed as part of the Company's KYC or AML procedures).

3 Additional confirmations

3.1 By participating in the Airdrop, you confirm that:

- (a) you are at least 18 years of age and have full capacity to accept these terms;
- (b) all information you provide to the Company is true, accurate and complete;
- (c) you are not resident or located in any of the following the jurisdictions:
 - Afghanistan, Central African Republic, Democratic Republic of the Congo, Democratic People's Republic of Korea (North Korea), Eritrea, Ethiopia, Guinea-Bissau, Iran, Iraq, Lebanon, Libya, the People's Republic of China (excluding, for the purposes of these terms and conditions, the Hong Kong Special Administrative Region, the Macau Special Administrative Region, and the island of Taiwan), Mali, Serbia, Somalia, South Sudan, Sri Lanka, Sudan, Syria, Trinidad and Tobago, Tunisia, the United States of America, Vanuatu or Yemen, and any other jurisdiction that the Company may designate from time to time;
- (d) you do not have any actual or potential conflict of interests with the Company, and are not employed or otherwise associated with the Company; and
- (e) you are not a person who is otherwise prohibited or restricted from agreeing to these terms, participating in the Airdrop or receiving tokens as part of the Airdrop.

3.2 You further agree that if any of the above confirmations become untrue, then you will notify the Company immediately and will be immediately ineligible for further participation in the Airdrop notwithstanding that you may be entitled to receive tokens legitimately accrued in accordance with clause 1.

4 Final and binding

These terms and conditions, and all decisions made by the Company, are final and binding on all participants in the Airdrop.

5 Indemnity

To the fullest extent permitted by law, you will, on demand, indemnify, defend and hold the Company and its Associates, harmless against all claims, demands, actions or proceedings which may be made against any of such persons, and all damages, liabilities, losses, claims, demands and costs (including, without limitation, legal fees) (“**Loss**”), which any of such persons may suffer or incur, directly or indirectly, in whole or in part in relation to the Airdrop resulting from your misrepresentations (wherever fraudulent, reckless or negligent), negligence, fraud, misconduct or bad faith wherever it was intentional, reckless or negligent, save where such Loss is a direct result of the Company’s fraud, willful misconduct or gross negligence.

6 Engaging subcontractors

Participants in the Airdrop must not engage or otherwise procure another person to perform the tasks allocated to them by the Company as part of the Airdrop, without prior approval in writing from the Company.

7 Contracts (Rights of Third Parties) Ordinance (Cap. 623)

Any person, other than an Associate, who is not a party to these terms and conditions has no rights under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) and may not enforce nor enjoy the benefit of any provision of these terms and conditions.

8 Entire agreement

These terms and conditions constitute the entire agreement of the parties about the subject matter and supersedes all previous agreements, understandings and negotiations on that subject matter, except as notified by the Company in writing.

9 Disclaimer

The Company does not make and disclaims any representation and warranty of any kind, express or implied, that the tokens can be lawfully promoted or otherwise dealt with in any jurisdiction.

10 Rules of construction

No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of, or seeks to rely on, these terms and conditions.

11 Variation

The Company may vary these terms and conditions by publishing a notice on the Website, provided that such notice expressly states that it modifies, varies, amends or supplements these terms and conditions.

12 Termination

Notwithstanding any other provision of these terms and conditions, the Company may at any time and for any reason immediately terminate these terms and conditions as between you and it without prior notice or need to specify reasons

13 Governing law

These terms are governed by the laws of the Hong Kong Special Administrative Region of the People's Republic of China.

14 Submission to arbitration

14.1 Any dispute, controversy, difference or claim arising out of or relating to these terms and conditions, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to these terms and conditions will be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre ("**HKIAC**") under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted.

14.2 You agree that:

- (a) the law of this clause 14 is Hong Kong law;
- (b) the seat of arbitration will be Hong Kong;
- (c) unless the parties agree otherwise, the number of arbitrators will be one and that arbitrator must have relevant legal and technological expertise;
- (d) if the parties do not agree on the arbitrator to be appointed within 15 business days of the dispute proceeding to arbitration, the arbitrator is to be appointed by HKIAC; and
- (e) the arbitration proceedings will be conducted in English.