

## Outline Terms of REWARDrop Program ONLY.

Note: these terms and conditions for the **REWARDrop** Program are current and may subject to change.

### (“Information”).

Aergo Limited (“**Company**”) is a private company limited by shares incorporated in Hong Kong.<sup>1</sup>

### (“Program Intent and Eligibility”).

1. Company intends to perform a discretionary distribution of AERGO ERC-20 on or about September or October 2018 (“**REWARDrop**”).
2. The only persons that will be eligible to participate, and receive AERGO ERC-20 tokens (“**AERGO ERC-20**”) are persons:
  - i. who have registered with the Company and have complied with the Company’s anti-money laundering and counter-terrorist financing (“**AML/CTF**”) requirements as well as any other eligibility requirements set by the Company before or during the REWARDrop Program; and
  - ii. meet their local regulatory requirements in respect of participation in programs related to or in respect of ownership of digital assets, and the marketing of them; **note: this REWARDrop program excludes participants from China and the USA;** and
  - iii. all qualifying participants must ensure they abide by their local regulatory framework in their relevant jurisdiction; and
  - iv. satisfy the eligibility requirements set by the Company, including following specific marketing guidelines as to how REWARDrop participants may conduct their marketing activities and to ensure that the Eligible Participants truthfully and accurately portray the Company and the project generally; and
  - v. the type of marketing activity that may result in an award of AERGO ERC-20 tokens are being communicated in separate REWARDrop articles and may be updated on the Company website at [www.aergo.io](http://www.aergo.io); and
  - vi. there will be various tiers of rewards, in line with the Company’s assessment of the value of the contribution from any Eligible Participant; and the actual categorisation by tier as well as the final selection of Eligible Participants is entirely at the discretion of the Company and will be final and non-disputable; and
  - vii. the distribution of any discretionary award may be conducted in various phases to each qualifying participant and at the discretion of the Company.

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<sup>1</sup> Company registration number: 2713137.

**(“Eligible Participant Groups”).**

3. The REWARDrop seeks to provide Eligible Participants AERGO ERC-20 a reward for carrying out certain services/activities specified or outlined by the Company and potentially referring others and are not a gift, or being awarded under any competition, lottery or game.
4. The REWARDrop will have various tiers of rewards, in line with the Company’s assessment of the value of the contributions. In some cases, the rewards are also at the Company’s discretion and they will be fixed, granted on a one-to-one basis and appropriately communicated.

There will be two distinct groups of Eligible Participants: Public Participants and Partner Participants

- i. Individuals, and any members of the public (**“Public Participants”**), subject to any conditions imposed by the Company.
- ii. Existing or future partners and persons in the blockchain community who are likely to promote and utilise the Platform (**“Partner Participants”**), subject to any conditions imposed by the Company.

**(“Qualifying Participants”).**

5. Eligible Participants will receive AERGO ERC-20 as payment or reward, for the specific services / activities undertaken by the relevant participant.
6. Eligible Participants are selected or chosen to participate at the Company’s discretion (which may be undertaken on a random basis).
7. The release of the AERGO ERC-20 or other tokens which can be used on the AERGO platform (**“AERGO Platform Tokens”**) will be determined by the Company and will be clearly communicated to all eligible participants at the stage of the qualifying discretionary distribution.
8. Company reserves the right to migrate the AERGO ERC-20 or other tokens from the discretionary distribution to AERGO Platform Token; such migration is the proposed process whereby AERGO ERC-20 will be exchanged by the Company for digital assets which can be used on the Platform (**“Migration”**). The precise time and details of the Migration are not final. However, it is likely that:
  - (a) any exchange and the AERGO Platform Tokens themselves will be governed by separate terms and conditions notified by the Company to qualifying Participants
  - (b) the exchange rate will be 1:1 between AERGO ERC-20 and AERGO Platform Tokens;
  - (c) the exchange represents the exercise of a right held by the holder of AERGO ERC-20 to receive AERGO Platform Tokens at the prescribed rate;
  - (d) exchanged AERGO ERC-20 will be destroyed or locked by the Company and will not be transferable.

## (“Privacy Notice”)

We will need to deal with (**‘Process’**) your personal information so that we can process your application to participate in the REWARDrop program. This privacy notice tells you what we will do with that information, and your legal rights in relation to it under the GDPR or other data-protection laws which may apply.

### **Your personal information – and why we need it**

We will need to collect some personal information about you in order to assess if you can participate in the REWARDrop program and so we can assess the value of the contribution from your as an Eligible Participant. This information will include but is not limited to your:

- full name;
- date of birth;
- country of residence.
- social media account, or other information
- information generated by you as part of the REWARDrop program and that you or others may have shared in various online and offline formats

If we collect personal information about you from a source other than you (unless you already have that information, the law says we can't, or it is confidential), we will tell you:

- what that information is; and
- where it has come from.

If the information is wrong or incomplete, you will be entitled to ask us to correct it (see ‘What are your rights?’ below).

If we are allowed by law, we may use your details to contact you with information about the REWARDrop program. You can tell us at any time not to send you these messages.

### **Consent**

If we have asked for your specific permission (consent) to have and use your personal information, you can withdraw that consent at any time by contacting the Company directly via email.

- Email: [hello@aergo.io](mailto:hello@aergo.io)

This will not affect any processing of your personal information which we have done before you withdraw your consent.

We will ask you some questions to check your identity, and to allow us to note in our records that you have withdrawn your consent.

### **Sharing your personal information with others**

We may have to pass on your personal information to other people or organisations to conduct related services for the REWARDrop program. These include but are not limited to:

- qualified KYC/AML/CTF partners of the Company;
- your local regulator
- international regulators
- other trusted suppliers or partners; such as Blocko Inc. of South Korea (**“Blocko”**).

Whenever possible, we will only share your personal information with them on a confidential basis. If we do share information, we will keep to international data-security standards.

## **Transferring your information to another country**

If the work we are doing as part of the Process means we need to transfer your personal information to another country, you accept that the Company is entitled to do so; the Company will follow international data-security standards as part of any such activity.

## **How long do we keep your information?**

We will need to keep your personal information for different time periods, depending on your specific case and involvement in the REWARDrop program for which it was collected. Usually, we will have to keep personal information even after we have completed any work as part of such activities.

You can ask the Company for more details about these specific periods.

## **What are your rights?**

As a 'data subject', you have the following legal rights.

- Right of access – you have the right to ask for a copy of the personal information we hold about you.
- Right of rectification – you have the right to correct any information we hold about you that is not accurate or complete.
- Right to be forgotten – in certain circumstances, you can ask for personal information we hold about you to be erased from our records. (If we have another legal obligation to keep your information which would mean that we could not do this, we will explain that to you if you make such a request.)
- Right to restriction of processing – in certain circumstances, you might be able to restrict how we process your information.
- Right of portability – if we hold certain types of personal information about you, you may have the right to have it transferred to another organisation.
- Right to object – you have the right to object to certain types of processing, such as direct marketing.

We will also send all of the above requests to anyone else we have shared your information with, and we will always try to respond to you within three months of receiving your request.

## **How you can complain**

If you want to make a complaint about how we are processing your personal information, or you are not satisfied with how we have handled your complaint, you can raise the matter directly by contacting the Company via email.

- Email: [hello@aergo.io](mailto:hello@aergo.io)