

TNQ

LOCKING POLICY

This Locking Policy outlines the Terms and Conditions (“Agreement”) that governs the legal relationship between TNQ (“TNQ”, “we”, “our”, or “us”) and client (“Client” or “You”). This Agreement shall be used for Locking Digital Assets with TNQ for the purpose of gaining Locking Rewards as defined below and is not used for any other services offered by TNQ. Client represents that whether on personal behalf or for an institution or company that Client has the authority to legally Lock Digital Assets to TNQ and adhere to the terms and conditions listed in this Agreement.

By participating in Locking with TNQ, you acknowledge that you have read, understood, and accepted all of the terms and conditions in this Agreement, and you acknowledge and agree that you will be bound by and will comply with this Agreement. If you do not understand and accept this Agreement in its entirety, you should not participate.

1. Definitions

Terms used in this Agreement with their initial letters capitalized have the meanings ascribed to them in this section or where they are elsewhere defined in this Agreement. Any term defined in the singular will have the corresponding definition in the plural (and vice versa). As used in this Agreement:

Agreement/Terms/Locking Terms means these Terms and Conditions of this Agreement.

Auto-lock means a feature that allows Clients to automatically relock their Tokens according to their preceding Locking Offer without having to manually do so.

Applicable Law means all relevant or applicable statutes, laws (including rules of common law), principles of equity, rules, regulations, regulatory principles and requirements, notices, orders, writs, injunctions, judgments, bye-laws, rulings, directives, proclamations, circulars, mandatory codes of conduct, guidelines, practice notes and interpretations (whether of a governmental body, regulatory or other authority, or self-regulatory organization of which TNQ is a member), that are applicable to the provision, receipt or use of the TNQ Services, or any other products or deliverables provided, used or received in connection with these terms.

Applicable Network means any blockchain network for which TNQ Platform is able to perform the Service.

Applicable Network Protocol means the rules by which the Applicable Network operates including but not limited to the process for Locking.

Client means the Party using the Service to gain Locking Rewards.

Party/Parties means you or us, as applicable, and “Parties” means you and us collectively.

Platform means the technology platform and infrastructure that TNQ may make accessible to you via a website, an API, or by such other means to perform the Service.

Reward Currency means the digital currency that Locking Rewards will be provided to you, attributed to the Locked Asset.

Service means our provision of a platform for clients to lock their tokens, including, without limitation, managing and operating locking pools, distributing rewards, and providing support.

Settlement Date means the maturity date of the Locking Offer, 12:00 AM (GMT+8) on the final day of the Locking Duration.

Locked Asset means the Digital Assets that Client has Locked with the Service.

Locking/TNQ Locking means the TNQ Service identified as “TNQ Locking” on the Platform, allowing you to participate in Locking in accordance with these Terms to gain Locking Rewards.

Locking Duration means the agreed period that locked Assets must be delegated to TNQ in order for you to be entitled to Locking Rewards.

Locking Offer means an offer by TNQ to lock Digital Assets on an Applicable Network using the Platform, in accordance with these Locking Terms.

Locking Rewards means the Digital Assets that are provided to you as consideration for Subscribing to a Locking Offer, in accordance with these Locking Terms.

Locking Yield means the Annual Percentage Yield (APY) at which Locking Rewards are calculated and published on the TNQ Service identified as “TNQ Locking” on the Platform.

Subscribe means subscribing to a Locking Offer.

Token means the Digital Asset owned by TNQ.

Unlock/unlocking means when you instruct TNQ to transfer Locked Asset to your Wallet before the Settlement Date.

Wallet means the registered custodial wallet, non-custodial wallet or Account used to store TNQ Tokens in TNQ official portal’s Wallet.

Website means any website managed and maintained by TNQ in connection with Service including but not limited to <https://tngtoken.io>.

2. Relationship with TNQ

You understand and agree that by electing to participate in TNQ Locking (i) TNQ has the authority over your Locked Assets, and (ii) once this is done, your Locked Assets will no longer be held with you.

TNQ Locking is a Service that, among other things, provides you with:

- a. a means by which you are able to participate in Locking; and

- b. an income stream, where you will receive Locking Rewards at a frequency agreed with TNQ.

In consideration for providing you with Services in this Agreement, TNQ does not charge any fees.

3. **Responsibilities**

- a. During the Term (as defined below) TNQ will provide the following:
 - i. The Service will be operated in a diligent and professional manner and in accordance with applicable industry standards.
 - ii. Reasonable security safeguards will be employed by TNQ to protect the integrity and availability of Service.
- b. During the Term, the Client shall provide the following;
 - i. Locked Assets to TNQ's validator account when Clients want to receive Locking Rewards.
 - ii. Tokens can be Locked or Unlock at Client discretion, however, in all cases Locked Tokens will be subject to TNQ's discretion. This includes but is not limited to the locked-in period, penalties and ineligibility to receive Locking Rewards.
 - iii. CLIENT IS RESPONSIBLE FOR MAINTAINING THE SECURITY OF THEIR ACCOUNTS AND KEYS AT ALL TIMES. TNQ WILL NEVER ASK FOR PRIVATE KEYS IN ANY CIRCUMSTANCE. TNQ WILL NOT HOLD CLIENT PRIVATE KEYS, AND WILL NOT ACT AS A CUSTODIAN OF CLIENT FUNDS.
 - iv. Client is expected to have knowledge of blockchain technology, locking, accounts, keys, and details of the Applicable Network and Applicable Network Protocol. They are further expected to have conducted their own thorough investigation of Applicable Network, Token, and other matters considered in this Agreement in determining to Lock Tokens with the Service.

4. **Services and Service Level Agreement**

- a. Payment of Locking Rewards – Clients will receive Locking Rewards directly attributable to their Locked Tokens. The percentage and timing of such remittances are determined based on TNQ's terms. TNQ is solely responsible for Services and Locking Rewards payments.
- b. Transfers of Rewards – Any transfer of Locking Rewards will be subject to TNQ. Generally, payments will be made by the TNQ to the Wallet from which the tokens were Locked.
- c. TNQ will not accept, take control of, or custody of any Locking Rewards on behalf of the Client. TNQ provides Service and compensates Client directly with Locking Rewards.

- d. Service Level Agreement – TNQ agrees to compensate Client for missed Locking Rewards to the extent arising from the availability of Service. This does not include missed Locking Rewards arising from Client acts or omissions, Applicable Network maintenance, software bugs native to Applicable Network, acts by a hacker or other malicious actor, Applicable Network stalls, Applicable Network Protocol changes resulting in changes to Locking Rewards, Force Majeure Events, or any other action outside of TNQ’s control.

5. How to participate in Locking

- a. When you Subscribe to a Locking Offer, you will be prompted to agree with all of the following terms on the Platform:
 - i. the Locking Duration;
 - ii. the Applicable Network;
 - iii. the Locked Assets;
 - iv. the Locking Reward;
 - v. Auto-Locking;
 - vi. Unlocking; and
 - vii. the Reward Currency.
- b. TNQ may specify:
 - i. minimum amounts of Tokens that are required to Subscribe to a Locking Offer; and
 - ii. any Subscription Limits.

6. Dealing with Locked Assets

- a. When you Subscribe, you instruct TNQ to transfer your Locked Assets to do Locking.
- b. Locked Assets will be returned to your Wallet 48 hours after the Settlement Date unless you have elected to Auto-Lock. The time between the Settlement Date and when your Locked Assets are returned to your Wallet does not form part of the Locking Duration. You do not earn Locking Rewards during this time.

7. Locking Duration

Clients have 1 Locking Offer to select from, the Client commits to Locking for the chosen Locking Duration. The Client understands that the amount of Tokens locked will be locked and cannot be accessed until the end of the chosen Locking Period or a penalty will be imposed. Locking Rewards will be distributed upon the completion of the Locking Duration.

- a. Locking Offer 1 – Lock-in Period of 45 days

8. Locking Rewards

- a. Locking Rewards:

- i. Locking Rewards start accruing from the day after you Subscribe. Locking Rewards are distributed upon maturity date;
 - ii. in addition to clause 10, will be distributed to your Wallet within 48 hours after the Settlement Date;
 - iii. are applied to Locked Assets only;
 - iv. are distributed in a Reward Currency attributed to the Locked Assets;
 - v. are calculated by reference to the Locking Yield; and
 - vi. are rounded down to 5 decimal places.
- b. The Locking Yield (APY) is published on the Website and may change from time to time based on TNQ's discretion.
- c. TNQ does not guarantee that you will receive Locking Rewards at the Locking Yield shown at the time you Subscribe. Any representation concerning possible return at the time you Subscribe (i) is an estimate only and not guaranteed, (ii) is based on the Locking Yield, which may change.

9. Auto-Lock

- a. You may choose to automatically lock your Locked Assets to a new Locking Offer before the Settlement Date by enabling the Auto Lock function, utilizing both the Locked Assets and Locking Rewards from the previous Locking Offer.
- b. The new Locking Offer will entail relocking the same quantity of Locked Assets, along with their respective Locking Rewards and Locking Duration, as stipulated in the preceding Locking Offer.
- c. The Auto Lock function will continue to operate automatically unless disabled by you. The Locked Assets, along with Locking Rewards, will be relocked for the duration of the Locking Period.
- d. You have the option to modify your Auto-Lock Instructions at any time before 11:50 PM (GMT+8) on the day preceding the Settlement Date of the preceding Locking Offer.

10. Unlock

- a. Should you choose to Unlock your Locked Assets before the Settlement Date, you will forfeit the entire Locking Reward associated with the Locking Offer to which you subscribed.
- b. Should you opt to Unlock your Locked Assets before the Settlement Date, please note that the Unlocking process may take up to 7 days to complete, during which your Locked Assets will be returned to your Wallet.
- c. In the event that you decide to Unlock your Locked Assets prior to the Settlement Date, you are only permitted to unlock the entire Token; partial Unlocking is not permissible.
- d. If you have initiated multiple Lockings, you have the option to unlock either one or all of them, but partial unlocking of any single Locking is not permitted.

11. **Risks & Liability**

- a. In addition to the risks identified in the Risk Warning, you must also consider carefully all the risks arising out of participating in a Locking, including but not limited to:
 - i. the risk that the Digital Assets you used to Subscribed may be lost because, among other things:
 - you are putting your Digital Assets directly into TNQ;
 - TNQ cannot guarantee the return of Locked Assets; and
 - events may occur at the protocol level (including, but not limited to, hacks, exploits, or poor economic models), which is outside of TNQ's control;
 - ii. the inherent risks, including, but not limited to, the protocol, and the use of your Tokens; and
 - iii. whether the Applicable Network suspends, discontinues, and terminates its business, closes down, suspends, or stops trading.
- b. Client shall indemnify, defend and hold TNQ harmless from and against all claims, suits, and actions brought against TNQ by a third party, and all resulting liabilities, damages, losses and costs awarded by a court or included as part of a final settlement (in addition to reasonable attorney's fees and disbursements), arising from or relating to Client's use of the Services in a manner that breaches the terms and conditions of this Agreement or violates laws or regulations.

12. **Taxes**

- a. Client shall be responsible for payment of all taxes, fees and surcharges, however designated, imposed on or based upon the use of the Services and Locking Rewards obtained by the use of Services.
- b. Neither TNQ nor any of its agents shall provide any advice or guidance with respect to the tax obligations of the Client. You are strongly encouraged to seek advice from your own tax advisor to discuss the potential tax consequences of entering into this Agreement and the receipt of any Locking Rewards.

13. **Term & Termination**

- a. The term of this Agreement will begin on the date that Client first locks Tokens with TNQ.
- b. Either party may terminate this agreement at any time for any or no reason.
- c. Upon the termination of this Agreement, provided that Client is not in material breach of this Agreement, Client will cease to Tokens locking with TNQ.
- d. Upon termination of this Agreement, all licenses to access and use the Services will likewise terminate, and Client will immediately thereafter discontinue all such access and use.

- e. Any obligations and duties that by their nature extend beyond the expiration or termination of this Agreement will survive the expiration or termination of this Agreement including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, indemnification and limitations of liability.

14. Placing a stop or suspension on, cancelling your access, or discontinuation of Service

- a. TNQ may stop, suspend or cancel your access to the Platform, impose limits to your TNQ accounts, suspend or cancel your ability to participate in TNQ's Locking, delay certain transactions or discontinue its Service where:
 - i. you do not provide additional information to verify your identity or source of funds as requested by TNQ;
 - ii. TNQ is required to do so by court order, to comply with any Applicable Laws (including anti-money laundering or sanctions laws);
 - iii. TNQ is required to do so to comply with any direction or instruction from a government body or agency;
 - iv. TNQ reasonably determines that any information you have provided to TNQ is wrong, untruthful, outdated or incomplete; or
 - v. you do not provide additional information that we request to our reasonable satisfaction or in a timely manner.

15. Warranties and Disclaimers

Each party represents and warrants to the other party that it has the requisite power and authority to enter into this Agreement and to carry out all activities and transactions contemplated hereunder. TNQ warrants that TNQ will provide the Services in a professional and diligent manner and in accordance with applicable industry standards. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OR REPRESENTATION OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. TNQ SPECIFICALLY DISCLAIMS ALL LIABILITY AND OBLIGATIONS WITH RESPECT TO ANY THIRD-PARTY PROVIDERS. TNQ MAKES NO REPRESENTATIONS OR WARRANTIES WITH REGARD TO THE POTENTIAL MARKET FOR THE SERVICE OR THE AMOUNT OF NET REWARDS THAT MAY BE GENERATED HEREUNDER.

16. Limitation of Liability

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, TNQ WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, AND/OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. IN NO EVENT WILL TNQ'S AGGREGATE LIABILITY UNDER THIS AGREEMENT, WHETHER BASED ON CONTRACT,

EQUITY, NEGLIGENCE, TORT, OR OTHERWISE EXCEED THE NET REWARDS OR REVENUE PAID TO THE CLIENT HEREUNDER DURING THE PERIOD SIX (6) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE CLAIM.

17. **General Terms**

- a. All terms and references used in these terms and which are defined and construed in the TNQ Terms of Use (the **Terms of Use**), but are not defined or construed in these Terms, shall have the same meaning and construction in the Terms of Use.
- b. These terms are to be read together with the Terms of Use. In the event of any conflict or inconsistency between these terms and the Terms of Use, the order of precedence in which the documents are to be read is first these terms, and then the Terms of Use.
- c. TNQ will contact you using the details you provide to TNQ. This may include contacting you by email, SMS, or telephone. It is important that you ensure that your contact details are correct and up to date. If your contact details change, you must let us know immediately. If you do not, TNQ will not be responsible if you do not receive information, notices, or other important information from TNQ.
- d. TNQ may give notice by email to your email address. It is your responsibility to ensure that the email address is up-to-date and accurate. Notices may be given, and are deemed to be received if sent to your email address, whether or not a notice of delivery failure is received.
- e. You may give us notices only as TNQ directs, which may change from time to time.
- f. Any notices, consent, or other communication given under these terms must be in writing, in English, and signed or otherwise authorized by the party giving it.
- g. For more information on TNQ, you may refer to the company and license information found on TNQ's website. If you have questions regarding these terms, please feel free to contact TNQ for clarification via our Customer Support team, support@tnqtoken.io.

18. **Commitments**

TNQ has made no commitments or promises orally or in writing with respect to the delivery of any future features or functions of the Services. In relation to any future features or functions, all presentations, requests for proposal responses, and/or product roadmap documents, information or discussions, either prior to or following the entering into of this Agreement, are for informational purposes only, and TNQ shall have no obligation to provide any future releases or upgrades or any features, enhancements or functions unless specifically agreed to in writing by both parties. Client acknowledges that no decisions are based upon any future features or functions of the Services.

19. Notices

Except as otherwise provided in this Agreement, all notices under this Agreement must be in writing and given by personal delivery, recognized national overnight courier service, or by Malaysia registered or certified mail, return receipt requested.

Notice given to TNQ must be delivered to:

Unit 33-05, Menara The Stride,

Bukit Bintang City Centre,

No 2, Jalan Hang Tuah,

55100 Kuala Lumpur, Malaysia

TNQ may change the address to which notice must be delivered to it by providing notice of such updated address in accordance with this section.

20. Changes to This Agreement

TNQ may revise these Terms of Service from time to time and will post the most current version on its website. If a revision materially amends the Agreement, TNQ will notify the Client (by, for example, the TNQ Twitter Account, TNQ's Telegram group or on TNQ's website). The Client agrees to review the Terms of Service from time to time. By continuing to use or access the Services after the revisions come into effect, Client agrees to be bound by the revised Agreement.

21. Force Majeure

TNQ shall be excused from any delay or failure in the performance of this Agreement to the extent such delay or failure is caused by wildfire, flood, explosion, war, embargo, governmental requirement, civil or military authority, Act of God, or any other causes beyond its reasonable control. Any such delay or failure shall suspend TNQ's obligations to perform under this Agreement until the cause for the delay or failure is removed.

22. No Waiver

No term or provision herein shall be waived, and no breach or default excused, unless such waiver or consent is in writing and signed by the party to which it is attributed. No consent by a party to, or waiver of, a breach or default by the other party, whether expressed or implied, shall constitute consent to or waiver of any subsequent breach or default.

23. Severability

If any provision of this Agreement shall be held to be invalid or unenforceable, the invalidity or unenforceability shall not invalidate this Agreement or render this Agreement unenforceable, but rather this Agreement shall be deemed modified to the least extent necessary to make it enforceable, and all other provisions of this Agreement will remain unaffected.

24. Assignment

TNQ reserves the right to assign this Agreement without the prior written consent of the other party.

25. Governing Law; Dispute Resolution

This Agreement shall be interpreted, construed and enforced in accordance with the internal laws of Labuan, without regard to its conflict of laws principles.

26. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all other agreements (express or implied), proposals, negotiations, representations or communications relating to the subject matter. Both parties acknowledge that they have not been induced to enter this Agreement by any representations or promises not specifically stated in this Agreement. The protections of this Agreement will apply to actions of the parties performed in preparation for and anticipation of the execution of this Agreement. Except as provided above (i.e., via TNQ's amendment to these Terms of Service from time to time) any amendment to this Agreement must be in writing and signed by duly authorized representatives of the parties.