

TNQ

SWAP POLICY

This Swap Policy ("Policy") governs the terms and conditions under which a client ("Client" or "you") may swap back their Tokens with TNQ ("TNQ", "we", "our", or "us"). The purpose of this Policy is to provide clarity on the Tokens swap back process, ensuring transparency and fairness for all TNQ Token holders. By engaging in a token swap with TNQ, Client agrees to abide by this Policy in its entirety.

Definitions and interpretation

In these Terms:

- a. clause headings and numbering are for convenience only and do not affect the meaning, priority or interpretation of any clause or sub-clause of these Terms;
- b. the words "include" or "including" shall mean including without limitation and include without limitation respectively;
- c. any undertaking to do or not do a thing shall be deemed to include an undertaking not to permit or suffer the doing of that act or thing;
- d. words importing the singular include the plural and vice versa and words importing a gender include any gender;
- e. any reference to a document is to that document as amended, varied or novated from time to time otherwise than in breach of these Terms or that document; and
- f. except where the context requires others, the following Terms shall have the following meanings:

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

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 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 Token Platform is able to perform the Service.

Clients means the Party using the Service to Swap their Tokens .

Digital Currency means a form of currency that is available only in digital or electronic form, to make payments directly to each other through an online system such as USDT.

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.

Service means our provision of a platform for clients to subscribe TNQ tokens, including, without limitation, token swap service, locking service, and providing support.

Swap means a service provided by TNQ to clients for swapping their Tokens based on their available amount of Tokens to Digital Currencies upon meeting the criteria specified by TNQ.

TAV means Token Asset Value, similar to Net Asset Value.

Terms/Policy means the Terms and Conditions of this Swap Policy, as amended or supplemented from time to time.

Token means the Digital Asset owned by TNQ.

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://tnqtoken.io>.

1. Relationship with TNQ

By subscribing to TNQ tokens, you understand and agree that you are automatically subjected to the terms and conditions outlined in this swap policy. TNQ is a Platform that, among other things, provides you with a means by which you are able to entitle Token Swap with TNQ once you meet qualification criteria stated in this Policy.

2. 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 ensure the following:
 - i. TNQ Tokens are stored in the designated wallet for Swap Back entitlement.
 - ii. TNQ Tokens can be stored or withdrawn at Client discretion, however, in all cases the Tokens will be subject to TNQ's discretion. This includes but is not limited to ineligibility to Swap Back Tokens.
 - 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, 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 Policy in determining to participate with the Service.

3. Eligibility Terms

3.1. Eligibility of Tokens Swap

Tokens Swap is limited to individuals or entities who:

- i. have a registered account in the Website and hold TNQ Tokens issued by TNQ in their wallets.
- ii. have locked TNQ tokens for a minimum period of 45 days, refer to [Locking Policy](#) for further info on Locking Service.

3.2. Qualifying Amount

The qualifying amount for the Tokens Swap process is defined as the quantity of TNQ tokens locked for the duration of 45 days from the preceding locking offer.

4. Swap Value

The Token Swap value will be equivalent to the current TAV at the time the Swap process takes place. It is important to note that the Swap value does not represent the final value that the Client will receive before any fee deduction. The final Swap value will be displayed only in the TNQ Swap Confirmation, which the Client must review and agree to before submitting the Token Swap request.

5. Token Swap Process

- a. Clients wishing to swap their Tokens must initiate the process through TNQ's designated platform.
- b. The Token Swap rate will be determined by TNQ at its sole discretion and will be communicated to Clients prior to initiating the swap.
- c. Clients must provide accurate and up-to-date information during the swap process, including wallet addresses and token amounts.
- d. Once initiated, the Token Swap process may take up to 48 hours to complete, subject to network congestion and other factors beyond TNQ's control.

6. Fees and Charges

6.1. Custodian Fee

A Custodian Fee of 2.5% will be levied based on the current TAV upon Token Swap request. This fee compensates the custodian for services such as safekeeping, administration, record-keeping, and reporting.

6.2. Compliance Fee

An Compliance Fee of 4.0% will be levied based on the current TAV upon Token Swap request. This fee incurs the cost of operations to ensure compliance with relevant

laws, regulations, and industry standards as well as related to legal counsel and regulatory compliance, such as anti-money laundering (AML) and know-your-customer (KYC) procedures, especially if they interact with traditional finance or fiat gateways.

6.4. Management Fee

A Management Fee of 8.5% will be applied based on the current TAV upon Token Swap request. This fee is intended to cover the costs associated with administering and managing the fund. These costs include, but are not limited to:

- i) Research and Analysis: Costs associated with conducting market research, analyzing investment opportunities, and evaluating potential risks and returns.
- ii) Investment Management: Compensation for making investment decisions, constructing portfolios, and implementing investment strategies.
- iii) Performance Monitoring: Costs associated with monitoring portfolio performance, tracking investments, and adjusting strategies as needed.

7. Swap Entitlement Discretion

The Board of Directors retains the right to decline any Swap entitlement.

TNQ reserves the right to reject Swap entitlements if they are deemed to violate this Policy, TNQ's Terms of Use, or applicable Labuan laws.

8. 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 TNQ Service, including but not limited to:
 - i. Events may occur at the protocol level (including, but not limited to, hacks, exploits, or poor economic models), which is outside of company'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 company 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.

9. 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 income 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 receiving incomes by the use of Services.

10. Placing a stop or suspension on, canceling your access, or discontinuation of Service

- a. TNQ may stop, suspend or cancel your access to the Platform, impose limits to your TNQ Token accounts, suspend or cancel your ability to participate in the TNQ's services, 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 company;
 - 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 company 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.

11. Warranties and Disclaimers

TNQ warrants that we 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.

12. Limitation of Liability

NOTWITHSTANDING ANY OTHER PROVISION OF THIS POLICY, TNQ WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, AND/OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS POLICY. 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.

13. General Terms

- a. All Terms and references used in these Terms and which are defined and construed in TNQ's 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 have provided. 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 TNQ and license information found on the website. If you have questions regarding these terms, please feel free to contact us for clarification via our Customer Support team.

14. Communication

TNQ may communicate with Clients regarding Swap Terms through the contact information provided by the Client.

Clients are responsible for ensuring that their contact information is accurate and up-to-date.

15. Commitments

TNQ has made no commitments or promises orally or in writing with respect to the delivery of any future returns, 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 Policy, are for informational purposes only, and TNQ shall have no obligation to provide any returns, 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.

16. Notices

Except as otherwise provided in this Policy, all notices under these Terms 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.

17. Changes to the Terms

TNQ may revise these Terms from time to time and will post the most current version on its website. If a revision materially amends the policy, TNQ will notify the Client (by, for example, TNQ's Twitter Account, Telegram group or on website). The Client agrees to review the Terms 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 Terms.

18. Force Majeure

TNQ shall be excused from any delay or failure in the performance of these Terms 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 these Terms until the cause for the delay or failure is removed.

19. 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.

20. Severability

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

21. Assignment

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

22. Governing Law

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