

TNQ

PREMIUM USER PROGRAM TERMS AND CONDITIONS

The Premium User Program terms and conditions apply to your participation in the Premium User Program (“Program”). If you are participating or registering on behalf of a business, then the term “you” means such business, and you represent and warrant that you have the authority to bind that business to these Terms and Conditions.

By participating or registering to participate in the Program, you agree to these Terms and Conditions, which may be amended from time to time by TNQ, including the terms set out in the Premium User Program Guide, (the “Program Terms”). The Program Terms in their entirety are incorporated by reference into these Terms and Conditions, and also govern your access to and participation in the Program. In the event of any conflict between these Terms and Conditions and the Program Terms, the provisions of these Terms and Conditions shall supersede and control.

PREMIUM USER PROGRAM

The Program offers contracted participants (“Premium User”) the opportunity to get paid commission, by means of inviting new users to register and invest in TNQ Token, in accordance with the terms in these Terms and Conditions, including the Program Terms (collectively, “Program Activities”). These Terms and Conditions give you the right to conduct Program Activities through your contracted participation in the Program.

Definition and Interpretation

In this Terms:

- a. unless the context otherwise requires or permits, references to the singular will include the plural;
- b. no rule of construction applies to the disadvantage of a Party because that Party was responsible for the preparation of these Terms and Conditions or any part of it;
- c. clause headings are for ease of reference only and are not intended to be part of or to affect the meaning, interpretation, or construction of any of the terms and conditions of these Terms and Conditions;
- d. any reference to persons, including natural persons, firms, partnerships, companies, corporations, associations, organisations, governments, states, governmental or state agencies, foundations and trusts (in each case whether or not having separate legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists);
- e. a reference to a statute or statutory provision is a reference to that statute or statutory provision and to all orders, regulations, instruments, or other subordinate legislation made under the relevant statute;

- f. any reference to a statute, statutory provision, subordinate legislation, code or guideline (“Legislation”) is a reference to such legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation; and
- g. any phrase introduced by the terms “including”, “include”, “in particular”, “for example”, “such as” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- h. except where the context requires others, the following Terms (including the Premium User Program Introduction) shall have the following meanings:

Associate means, in respect of a person, any other person which directly or indirectly Controls, is Controlled by, or is under common Control with, that person from time to time;

Applicable Law means all legally binding laws, statutes, regulations, subordinate legislation, orders, and decrees of any Governmental Body and any judgments, decisions and injunctions of any court or tribunal, in each case having jurisdiction over the matter in question;

Business Day means a day, other than a Saturday, Sunday or public holiday in the jurisdiction in which the Premium User is domiciled or incorporated and the jurisdiction in which TNQ is incorporated when banks in these jurisdictions are open for business;

Code of Conduct means TNQ’s code of conduct as set out in Schedule 1 of these Terms and Conditions which may be amended from time to time by TNQ at its sole and absolute discretion;

Commissions means the fees payable to the Premium User as described in the Program Terms;

Control means, in respect of a person, the holding, or controlling, in each case, directly or indirectly, of shares or any similar rights of ownership in that person bearing the majority of voting rights attaching to all the shares or other rights of ownership in that person or having the power to direct or cause the direction and management of the policies of that person whether as a result of the ownership of shares, control of the board of directors, contract or any power conferred by the articles of association or other constitutional documents of such person, and “Controlling” and “Controlled” shall be construed accordingly;

Effective Date means the date upon which these Terms and Conditions is executed (i.e. the date on which the Premium User accepts the Terms);

Governmental Body means any national, federal, regional, provincial, state, county, city, local or foreign government, or any court, tribunal or arbitrator or any regulatory or supervisory authority, agency, ministry, commission, branch, department, division, body, official or instrumentality thereof, in each case being of competent jurisdiction and “Governmental Bodies” shall be construed accordingly; and

Tax means any direct or indirect tax, levy, duty, impost, fee, or other charge imposed by any government or governmental authority, including, but not limited to, income tax, value-added tax, sales tax, and goods and services tax.

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.

1. Performance

Unless expressly stated otherwise in an Addendum, you will be solely responsible for determining the most effective manner and methods to conduct Program Activities, including determining when (i.e., the days and times), where (i.e., the particular venue or location), and how to conduct Program Activities, and the frequency with which you do so, in accordance with the Program Terms. Except as expressly set forth in these Terms and Conditions, including the Program Terms, TNQ will not control the manner or prescribe the method you use to conduct Program Activities contemplated by these Terms and Conditions.

Unless otherwise expressly stated in an Addendum, you will be solely responsible for all costs and expenses of doing business, including all payments, all taxes, and other business expenses that may be incurred in connection with the Program Activities.

2. Commencement and Duration

These Terms and Conditions will take effect on the Effective Date. Unless expressly stated otherwise in an Addendum, the Terms will continue until terminated by you or us as set forth in these Terms and Conditions.

3. Commissions and Payment

- 3.1. Unless expressly stated otherwise in an Addendum, TNQ will pay to the Premium User the Commissions (if any) in accordance with the Program Terms, all of which are exclusive of Tax, if applicable.
- 3.2. If required by the Premium User for tax purposes or otherwise requested by TNQ, the Premium User shall submit invoices for the Commissions, plus Tax if applicable, to TNQ.
- 3.3. Any Tax imposed by any government, statutory, or tax authority shall be borne by the Premium User, as the case may be. If TNQ is required by Applicable Law to withhold taxes from its payments and remit such taxes to the local taxing jurisdiction, then TNQ will pay the net amount after the taxes have been withheld and provide to the Premium User a copy of the official tax receipt upon request.

3.4. If the Premium User breaches any of its obligations in Clauses 5, 6 or the Code of Conduct, TNQ reserves the right to withhold any Commissions due to the Premium User and to recover from the Premium User any amount of the payments that TNQ had previously made under these Terms and Conditions to the Premium User before such breach.

3.5. Commissions and Payment Process

i. One-Off Commissions

a. The Commissions will be promptly disbursed to the Premium User's Wallet upon recognition of the referral investment.

ii. Associate Partner's Profit Sharing

a. The Commissions of associate partners' profit sharing payout will be distributed in the form of TNQ Tokens on a quarterly basis, no later than the 10th day of January, April, July, and October of each calendar year.

4. Fees and Transaction Charges

4.1. Transaction Charges

iii. One-Off Commissions

a. For each of the Commissions payout transaction, a charge of 10 USDT will be deducted from the transaction amount.

iv. Associate Partner's Profit Sharing

a. For each of the Commissions of associate partner's profit sharing payout transaction, a charge of 10 USDT worth of TNQ Tokens will be deducted from the transaction amount.

5. Premium User's Obligations

The Premium User agrees to:

i. provide and maintain accurate, complete, and up-to-date information when registering for a TNQ Token account. You are responsible for all activity that occurs under your Program account. Unless otherwise permitted by TNQ, you may only possess one Program account and may not register for an additional Program account;

ii. act solely in accordance with TNQ's Code of Conduct as set out in Schedule 1 and in compliance with all Applicable Laws (including any applicable advertising, social media, and/or competition regulations and guidelines issued by the applicable Government Bodies) and online platforms' terms and conditions and policies, (including community guidelines). If you are a business, you will ensure that your employees, personnel, Associates, and agents comply with these Terms and Conditions, including the Program Terms, and you will be responsible for their conduct in connection with these Terms and Conditions;

- iii. inform TNQ immediately of any criminal prosecution or other complaint brought against them after the Effective Date and of any actual or likely press speculation or inquiry into them, their personal or business affairs, or publication in relation to such matters; and
- iv. inform TNQ as promptly as reasonably practicable of any material developments or changes in the circumstances or activities of the Premium User which could reasonably be expected to adversely impact TNQ.

6. Premium User's Warranties and Indemnity

6.1. The Premium User warrants, represents, and undertakes to TNQ that:

- i. the Premium User has the legal capacity and is free contractually to enter into and to perform these Terms and Conditions and has not entered and will not enter into any professional, legal or other commitment which would or might conflict with or prevent him doing so;
- ii. in the event the Premium User is a natural person, the Premium User is 18 years of age or older and agrees to provide TNQ with identification to confirm his age if required to do so by TNQ;
- iii. the Premium User does not have any unspent criminal convictions of any kind subsisting at the Effective Date;
- iv. the Premium User has not posted or published any materials on any platforms and/or expressed in writing or on audio record any materials which are regarded by TNQ in its sole and absolute discretion as discriminatory, racist, homophobic, sexist or extremist (whether political or religious);
- v. the Premium User has not used paid followers, bots, or other forms of technology to artificially inflate his follower numbers or make his posts appear more popular;
- vi. his content (save to the extent that he incorporates material provided by TNQ) will not infringe the copyright or any other rights of any third party;
- vii. his content will not contain any defamatory matter nor breach any contract or law nor breach any duty of confidentiality, infringe any copyright or data protection rights, nor constitute contempt of court or obscenity;
- viii. the rights the Premium User has granted to TNQ are vested in the Premium User absolutely and the Premium User has not previously assigned, licensed or in any way encumbered them (save under the terms of use of the social media platform where the copyright works are posted) and the Premium User agrees not to do so in the future; and
- ix. the Premium User has disclosed in writing to TNQ all material facts that are relevant to his engagement as TNQ's Premium User, including the nature and duration of past and existing endorsement agreements between the Premium User and third parties and endorsement agreements that are likely to be concluded during the Term.

- 6.2. The Premium User shall indemnify TNQ against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect, or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs, and all other professional costs and expenses) suffered or incurred by TNQ arising out of or in connection with any third-party claims or any action, adjudication or decision taken against TNQ by any Government Body, in each case, directly or indirectly arising (in whole or in part) out of any breach of Clause 5 or 6.1.

7. Intellectual Property Rights

- 7.1. During the Term, you may use the TNQ Trademarks (as defined below) that are specified by TNQ for your use solely to create and use your own promotional content for the Program Activities, in accordance with these Terms and Conditions and the trademark guidelines and other instructions as TNQ may make available to you from time to time, but subject to TNQ's prior written approval of the promotional content you create. You may not use such promotional content you create without TNQ's approval.
- 7.2. You grant to TNQ a perpetual, irrevocable, sublicensable, royalty-free licence, during and after the Term of these Terms and Conditions, to reproduce, distribute, display, perform, modify, and otherwise use any text, images, videos, or other content (including promotional content) that you create or publish in connection with the Program Activities (collectively, the "Premium User Image"), for any marketing, promotional or internal business purposes, without attribution or further compensation to you.
- 7.3. TNQ's trademarks (including, but not limited to the "TNQ" Trademark), service marks, trade dress, logos, and any other indicia of the source of TNQ's goods or services ("TNQ Trademarks") are all the property of TNQ. Your limited right to use the TNQ Trademarks in connection with the Program Activities does not give you any right, title, or ownership interest with respect to the TNQ Trademarks. All goodwill arising from your use of the TNQ trademarks in connection with Program Activities, as permitted pursuant to the Terms, will ensure the benefit of TNQ.
- 7.4. You agree and acknowledge that your Premium User Image will be of the highest quality. Should the quality of the Program Activities you conduct fall below a standard deemed acceptable by TNQ, TNQ reserves the right to terminate your permission to use the TNQ Trademarks if the quality is not restored within a reasonable time.

8. Publicity and Announcement

- 8.1. The Premium User agrees to refer all enquiries from the media and other third parties received by them concerning TNQ or these Terms and Conditions to such representatives of TNQ as may be notified by TNQ to the Premium User.
- 8.2. The Parties shall cooperate in good faith on all announcements regarding these Terms and Conditions and/or the Program Activities. The Premium User shall not issue any announcement regarding these Terms and Conditions and/or the Program Activities or use any TNQ Trademarks, without first consulting and obtaining the written approval of TNQ.

9. Confidentiality

- 9.1. The Parties recognize that each Party has a legitimate interest in maintaining confidentiality regarding these Terms and Conditions, the subject matter of these Terms and Conditions or any other agreements, documents, or transactions referred to or contemplated herein and all trade secrets, confidential and/or proprietary knowledge or information of each other Party and its Associates which that Party may receive or obtain as a result of entering into or performing its obligations under these Terms and Conditions (collectively, "Confidential Information").
- 9.2. Subject to Clause 8 and Clause 9.3, each Party undertakes to the other Parties that it shall keep the Confidential Information in the strictest confidence, and shall not, without the prior written consent of the Party disclosing the Confidential Information, use or disclose to any person Confidential Information, information relating to these Terms and Conditions or the transactions contemplated hereunder it has or acquires or information which by its nature ought to be regarded as confidential (including without limitation, any business information in respect of the each other Party which is not directly applicable or relevant to the transactions contemplated by these Terms and Conditions.
- 9.3. Clause 9.2 shall not prohibit disclosure or use of any Confidential Information if and to the extent:
 - i. the disclosure or use is required by law, any regulatory body, or any stock exchange on which the shares of either party (or its holding company) are listed;
 - ii. the disclosure or use is required to vest the full benefit of these Terms and Conditions in the Parties;
 - iii. the disclosure or use is required for the purpose of any arbitral or judicial proceedings arising out of these Terms and Conditions or any other agreement entered into under or pursuant to these Terms and Conditions;
 - iv. the disclosure is made to professional advisers or Associates of any Party on a need-to-know basis and on terms that such professional advisers or Associates

- undertake to comply with the provisions of Clause 9.2 in respect of such information as if they were a party to these Terms and Conditions;
- v. the information is or becomes publicly available (other than as a result of any breach of confidentiality);
 - vi. the disclosing Party has given prior written approval to the disclosure or use; and
 - vii. the Confidential Information is already in the lawful possession of the Party receiving such information (as evidenced by written records) at the time of disclosure.

10. Limitation of Liability and Indemnity

10.1. References to liability in Clause 10 include every kind of liability arising under or in connection with these Terms and Conditions including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution, or otherwise.

10.2. Nothing in these Terms and Conditions limits any liability which cannot legally be limited, including liability for death or personal injury caused by negligence; and fraud or fraudulent misrepresentation.

10.3. Subject to Clause 10.2,

- i. TNQ's total liability to the Premium User under these Terms and Conditions shall not exceed the Fees payable by TNQ to the Premium User under these Terms and Conditions;
- ii. TNQ shall not have any liability to the Premium User for:
 - a. loss of profits;
 - b. loss of sales or business;
 - c. loss of agreements or contracts;
 - d. loss of anticipated savings;
 - e. loss of use or corruption of software, data, or information;
 - f. loss of or damage to goodwill; or
 - g. indirect, incidental, special, or consequential loss.
- iii. TNQ shall have no liability for loss of publicity or loss of opportunity to enhance the Premium User's reputation, even if TNQ delays or abandons the Program.

11. Termination

11.1. TNQ may terminate these Terms and Conditions, effective immediately, without cause or upon any breach of these Terms and Conditions and/or the Program Terms by the Premium User. Upon termination, your rights as set forth in these Terms and Conditions will immediately terminate and you will immediately cease conducting all Program Activities.

11.2. The Premium User may terminate these Terms and Conditions in its entirety without cause by giving thirty (30) days' written notice to TNQ.

11.3. Any outstanding payment obligations and Clauses 9 (Confidentiality), 10 (Limitation of Liability and Indemnity), 11 (Termination), and 12 (Other Provisions) shall survive the expiry or termination of these Terms and Conditions.

12. Other Provisions

12.1. Further Assurances

Each of the Parties shall, and shall use its reasonable endeavours to procure and ensure that any necessary third party shall, from time to time execute such documents and perform such acts and things as any of the Parties may reasonably require to give each of the Parties the full benefit and effect of these Terms and Conditions.

12.2. All Terms and Conditions

The Terms and Conditions contains the Terms between the Parties relating to the subject matter of these Terms and Conditions at the date of these Terms and Conditions to the exclusion of any terms implied by law which may be excluded by contract and supersedes any other previous written or oral agreement between the Parties in relation to the matters dealt with in these Terms and Conditions.

12.3. Reasonableness

Each of the Parties confirms it has received independent legal advice relating to all the matters provided for in these Terms and Conditions and agrees that the provisions of these Terms and Conditions are fair and reasonable.

12.4. Time of Essence

Any time, date, or period mentioned in any provision of these Terms and Conditions may be extended by mutual agreement in writing between the Parties in accordance with these Terms and Conditions or by agreement in writing but as regards any time, date or period originally fixed or any time, date or period so extended as aforesaid time shall be of the essence.

12.5. Release, Indulgence, Waiver, etc.

- i. Any liability to any Party under these Terms and Conditions may in whole or in part be released, compounded or compromised, or time or indulgence given, by it in its absolute discretion as regards the other Party under such liability without in any way prejudicing or affecting its rights against such other Party in any other respect.
- ii. No failure on the part of any Party to exercise and no delay on the part of any Party in exercising any right hereunder will operate as a release or waiver thereof,

nor will any single or partial exercise of any right under these Terms and Conditions preclude any other or further exercise of it or any other right or remedy.

12.6. Assignment

Unless otherwise expressly provided in these Terms and Conditions, the Premium User shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of their rights and obligations under these Terms and Conditions. TNQ may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under these Terms and Conditions without reference to the Premium User.

12.7. Remedies

No remedy conferred by any of the provisions of these Terms and Conditions is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise, and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more of such remedies by any Party shall not constitute a waiver by such Party of the right to pursue any other available remedies.

12.8. Third-Party Rights

A person who is not a party to these Terms and Conditions has no right to enforce any term of, or enjoy any benefit under, these Terms and Conditions.

12.9. Variation

No variation of these Terms and Conditions shall be effective unless in writing and signed by or on behalf of each Party.

12.10. Costs and Expenses

Each Party shall pay its own taxes, legal, professional, and other costs and expenses in connection with the negotiation and execution of these Terms and Conditions.

12.11. Notices

Any notice required under these Terms and Conditions shall be given in writing, in the English language, and sent to the address or e-mail address of the other Party as set out above, or such other address or number as shall have been notified to the other Party in accordance with this provision. Notices shall be sent by registered post or equivalent, courier, or by electronic transmission. If posted, the notice shall be deemed to have been received three (3) Business Days after the date of posting or, in the case of a notice to an addressee not in the country of the sender, ten (10)

Business Days after the date of posting. If sent by electronic transmission, upon confirmation of complete receipt being given by the intended receiving Party. If couriered, notice will be deemed to have been received on delivery.

12.12. Invalidity

- i. If any provision in these Terms and Conditions shall be held to be illegal, invalid, or unenforceable, in whole or in part, the provision shall apply with whatever deletion or modification is necessary so that the provision is legal, valid, and enforceable and gives effect to the commercial intention of the Parties.
- ii. To the extent it is not possible to delete or modify the provision, in whole or in part, under Clause 12.12 (i), then such provision or part of it shall, to the extent that it is illegal, invalid or unenforceable, be deemed not to form part of these Terms and Conditions and the legality, validity, and enforceability of the remainder of these Terms and Conditions shall, subject to any deletion or modification made under Clause 12.12 (i), not be affected.

12.13. Counterparts

These Terms and Conditions may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. The Parties may enter into these Terms and Conditions by executing any such counterpart.

12.14. Translation

These Terms and Conditions may be translated into another language. However, in the event of any inconsistency between the English language version and a translated version, this English version will at all times prevail and take precedence. Any translation must include a provision to the same effect as this Clause.

12.15. Data Protection

The Parties hereby acknowledge and agree that the Parties' performance of these Terms and Conditions may require the Parties to process, transmit and/or store the other Party's personal data or the personal data of the other Parties' employees and Premium Users. By submitting personal data to any Party, such Party agrees that such Party and its Associates may process, transmit and/or store personal data only to the extent necessary for, and for the sole purpose of, enabling such Party to perform its obligations under these Terms and Conditions. In relation to all personal data provided by or through a Party to the other Party, such Party procures that it will be responsible as sole data controller for complying with all applicable data protection or similar laws such as the Personal Data Protection Act 2010 ("PDPA") of Malaysia and laws implementing that directive that regulate the processing of personal data and special categories of data as such terms are defined in that directive.

12.16. Non-Solicitation

During the term of these Terms and Conditions and for a period of two (2) years after any termination hereunder for any reason, the Premium User shall not, directly or indirectly, (i) induce or attempt to induce any employee or independent Associate of TNQ and licensees of TNQ to leave; (ii) in any way interfere with the relationships between TNQ and any such employee or independent Associate of TNQ and licensees of TNQ; (iii) employ or otherwise engage as an employee, independent Associate or otherwise any such employee or independent Associate of TNQ and licensees of TNQ; or (iv) solicit or otherwise attempt to establish any business relationship with any user of TNQ's platform or client to whom TNQ and its Associates had provided services at any time during the Term.

12.17. Anti-Bribery & Corruption

- i. Each Party represents that it is familiar with (i) the Malaysia Anti-Corruption (MACC) Act 2009, or (ii) other public and commercial anti-bribery laws which may apply, and (iii) international anti-corruption treaties such as the Organisation for Economic Co-operation and Development (OECD) Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and the United Nations Convention against Corruption) ("Anti-Bribery Laws").
- ii. Each Party represents that performance under these Terms and Conditions will be made in compliance with the Anti-Bribery Laws and neither it nor any of its directors, officers, agents, or employees acting on behalf of it, has taken any action that will cause the other party or their Associates to be in breach of any applicable Anti-Bribery Laws.
- iii. Each Party warrants that it and its Associates have not made, offered, or authorised and will not make, offer, or authorise with respect to the matters which are the subject of these Terms and Conditions, any payment, gift, promise, reimbursement, or other transfer of anything of value, or any solicitation, or other advantages, whether directly or indirectly through any other person or entity, to or for the use or benefit of any officer or employee of the other party or any public official (i.e., any person holding a legislative, administrative or judicial office, including any person employed by or acting on behalf of a public agency, a public enterprise or a public international organisation) or any political party or political party official or candidate for office, where such payment, gift, promise or advantage would violate the applicable Anti-Bribery Laws.
- iv. Neither Party shall make any unofficial payment made to (i) a government employee to speed up an administrative process where the outcome is already predetermined (facilitation payment) in the performance of its obligations in terms of these Terms and Conditions; or (ii) to any political party for the purpose

or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful, illegal or improper means.

- v. Each Party agrees to maintain adequate internal controls and to keep accurate and complete records that support the payments due and all transactions under these Terms and Conditions.
- vi. Any breach of, or failure to comply with, the provisions of Clause 12.18 shall be deemed a material of these Terms and Conditions and shall entitle the non-breaching Party to terminate the Terms forthwith.

12.18. Nature of the Terms and Conditions

Nothing in these Terms and Conditions will create, or be deemed to create a partnership, a joint venture, an agency, a fiduciary duty, or a contract of employment between the Parties. The only relationship created by these Terms and Conditions is that of independent Associates and TNQ will not, in any event, be regarded as the employer of the Premium User. Except as expressly provided herein, neither Party by virtue of these Terms and Conditions has the authority to transact any business in the name of the other Party or on its behalf or to incur any liability for or on behalf of the other Party.

12.19. Governing Law and Dispute Resolution

- i. These Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia without reference to principles or rules of conflict of laws.
- ii. Any dispute arising out of or in connection with these Terms and Conditions, including any question regarding its existence, validity, or termination, shall be referred to and finally resolved by arbitration administered by the Asia International Arbitration Centre in accordance with the Arbitration Rules of the Asia International Arbitration Centre (the "AIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The Tribunal shall consist of a sole arbitrator. The seat of the arbitration shall be in Malaysia. The language to be used in the arbitral proceedings shall be English.

Schedule 1 (Code of Conduct)

The Premium User acknowledges that any acts by it will affect TNQ's business interests and the benefits derived by the Premium User from these Terms and Conditions, and as such, the Premium User undertakes to ensure its proper conduct. This TNQ Code of Conduct, as may be amended, supplemented, or revised by TNQ from time to time at its full and absolute discretion, forms an integral part of the provisions of these Terms and Conditions. The Premium User must comply with this Code of Conduct in full.

The Premium User shall:

- i. perform the Program Activities for TNQ conscientiously and in a competent manner and to the full limit of their skill and ability and comply with all TNQ's reasonable instructions in connection with these Terms and Conditions promptly;
- ii. refrain from making any false, misleading, negative, critical or disparaging statements, implied or expressed, or performing any act, or conduct themselves in such manner, which might in the opinion of TNQ create adverse publicity to TNQ or be prejudicial to the interests of TNQ;
- iii. refrain from making any representation or commitment on behalf of TNQ and shall refer to TNQ all enquiries received by them relating to TNQ or the benefits they derive under these Terms and Conditions;
- iv. not create and/or publish content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful, or racially, ethnically or otherwise prejudicial in any form;
- v. not insult, inflame, personally attack or otherwise disparage any person, corporation, business, or entity, including with limitation, TNQ's competitors;
- vi. not make any pejorative statement relating to TNQ, any of TNQ's other brand ambassadors, influencers, Associates, or staff, or the Program in public, online (including on social media), to the press or elsewhere;
- vii. not do anything (including participating in any political debate, recreational activities, sports, or drug use (other than for medical purposes) or other activity) which in TNQ's reasonable opinion would jeopardise the ability of the Premium User to perform the Program Activities or prejudice the goodwill or reputation of TNQ or the Program;
- viii. strictly abide by any content guidelines as shall be provided by TNQ from time to time.