# TNQ

# **Redemption POLICY**

This Redemption Policy ("Policy") outlines the Terms and Conditions that governs the legal relationship between TNQ ("TNQ," "we," "our," or "us") and client ("Client" or "You"). This Policy shall be used for their Token Redemption with TNQ 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 Token Redemption with TNQ and adhere to the Terms and Conditions listed in this Policy.

By participating in Token Redemption with TNQ, you acknowledge that you have read, understood, and accepted all of the Terms and Conditions in this Policy, and you acknowledge and agree that you will be bound by and will comply with this Policy. If you do not understand and accept this Policy in its entirety, you should not participate.

## **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 otherwise, the following Terms shall have the following meanings:

**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 Platform is able to perform the Service.

**Applicable Network Protocol** means the set of technical rules, standards, and procedures that govern the communication, interaction, and operation within the Applicable Network. This protocol includes, but is not limited to, consensus mechanisms, data structures, and transaction formats necessary for the TNQ Token's functionality and integration within the network.

**Client/Clients** means the Party using the Service to their Token Redemption.

**Digital Asset/Digital Assets** means a digital representation of value or rights which may be transferred and stored electronically, using distributed ledger technology, or similar technology. This includes, but is not limited to, cryptocurrencies, stablecoins, non-fungible tokens (NFTs), and tokenized derivatives of other Digital Assets.

**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.

**Lock/Locking/Locked** 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 Reward.

**Locking Offer** means an offer by TNQ to lock Digital Asset on an Applicable Network using the Platform, in accordance with the Locking Terms in <u>Locking Policy</u>.

**Locking Reward** means the Digital Asset that is provided to you as consideration for subscribing to a Locking Offer, in accordance with the Locking Terms in <u>Locking Policy</u>.

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.

**Services** means our provision of a platform for Clients to Subscribe to TNQ Token, which includes, without limitation, Token Redemption service, Locking service, and providing support.

Subscribe/Subscribing/Subscribed/Subscription means subscribing to a Locking Offer.

**Redeem/Redeeming/Redeemed/Redemption** means a service provided by TNQ to Clients for redeeming their TNQ Token based on their available amount of TNQ Token to Digital Currency upon meeting the criteria specified by TNQ.

**Redemption Credit** means the credit amount provided by TNQ to Clients for Redeeming their Token based on their qualifying credit amount of TNQ Token to Digital Currency upon meeting the criteria specified by TNQ.

ARV means Asset Reward Value, representing the value of TNQ Token.

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

TNQ Token/Token means the Digital Asset owned by TNQ.

**TNQ Account** means any accounts which are opened by TNQ for you to record your use of TNQ Services.

**TNQ Client Portal/Client Portal** means the online platform provided by TNQ through which the Client can manage their accounts, access services, view transaction history, perform

transactions, and interact with TNQ. The Client Portal serves as the primary interface for Client to engage with TNQ's offerings and manage their holdings, including TNQ Token.

**Wallet** means the registered custodial wallet, non-custodial wallet or TNQ account used to store TNQ Tokens in the Wallet within TNQ Client Portal.

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

## 1. Relationship with TNQ

By subscribing to TNQ Token, you understand and agree that you are automatically subjected to the Terms and Conditions outlined in this Policy. TNQ is a Platform that, among other things, provides you with a means by which you are able to perform Token Redemption 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; and
  - ii. Reasonable security safeguards will be employed by TNQ to protect the integrity and availability of Services;
- b. During the Term, the Client shall ensure the following:
  - i. TNQ Token are stored in the designated wallet for Token Redemption entitlement;
  - ii. TNQ Token can be stored or withdrawn at the Client discretion, however, in all cases the Token will be subject to TNQ's discretion. This includes but is not limited to ineligibility to Redeem the Token;
  - iii. Clients are responsible for maintaining the security of their accounts and keys at all times. TNQ will never ask for private keys under any circumstances. TNQ will not hold client private keys and will not act as a custodian of client funds; and
  - 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 RedemptionToken Redemption is limited to individuals or entities who:

- a. have a registered account on the Website and hold TNQ Token issued by TNQ in their Wallet;
- b. have locked TNQ Token for a minimum of one complete forty-five (45) days Locking cycle, as detailed in the Locking Policy; and
- c. have accumulated Redemption Credit from completed Locking cycles, including the originally locked amount and any Locking Reward earned.
- 3.2. Qualifying Credit Amount
  - a. The qualifying credit amount for the Token Redemption is defined as the quantity of Token locked for a duration of forty-five (45) days, along with any Locking Reward earned from the preceding Locking Offer;
  - b. The qualifying credit amount will be immediately reflected in the Redemption Credit within TNQ Client Portal after the completion of each cycle from the preceding Locking Offer; and
  - c. Client is permitted to partially Redemption from the total qualifying credit amount of TNQ Token eligible for Token Redemption.
- 3.3. Redemption Credit
  - a. Redemption Credit refers to the amount of TNQ Token eligible for Token Redemption, as reflected in the Client's account within TNQ Client Portal;
  - b. Redemption Credit is accumulated in the following manner:
    - i. the original amount of TNQ Token locked for a complete forty-five (45) days Locking cycle becomes eligible for Redemption Credit; and
    - ii. any additional TNQ Token earned as Locking Reward during a completed Locking cycle are also added to the Redemption Credit;
  - c. Redemption Credit is updated immediately in the Client's account upon completion of each forty-five (45) days Locking cycle;
  - d. The total Redemption Credit represents the maximum amount of TNQ Token that Client can Redeem at any given time;
  - e. Partial Redemption are permitted, allowing clients to Redeem any amount up to their total available Redemption Credit; and
  - f. Redemption Credit directly correlates with the Locking mechanism, incentivizing longer-term participation in the TNQ ecosystem.

## 4. Redemption Value

The Token Redemption value will be equivalent to the current ARV at the time the Redemption process takes place. ARV represents the value of TNQ Token based on ecosystem metrics including, but not limited to, the active user base, total value locked, transaction volume, and asset performance. The current ARV is automatically recalibrated by the market and community conditions, on a daily basis, and can be viewed on TNQ's official website or Client Portal. It is important to note that the

Redemption value does not represent the final value that the Client will receive before any fee deductions. The final Redemption value will be displayed only in the Token Redemption confirmation, which the Client must review and agree to before submitting the Token Redemption request.

## 5. Token Redemption Process

- a. Client wishing to Redeem TNQ Token must initiate the process through TNQ Client Portal;
- b. The Token Redemption rate will be determined by the current ARV at the time of Redemption initiation, as displayed in the Client Portal;
- c. Client must provide accurate and up-to-date information during the Redemption process, including the amount of Token they wish to Redeem, not exceeding the available Redemption Credit;
- d. Once initiated, the Token Redemption process will be executed as follows:
  - i. the requested amount of TNQ Token will be immediately deducted from the Client's Redemption Credit;
  - ii. the equivalent USDT value, based on the current ARV and after deduction of applicable fees, will be calculated and confirmed to the Client;
  - iii. a settlement period of forty-five (45) to ninety (90) days will commence from the date of Redemption initiation; and
  - within forty-five (45) to ninety (90) days following the Redemption initiation, the calculated USDT amount will be credited to the Client's designated Wallet within the TNQ ecosystem;
- e. During the settlement period of forty-five (45) to ninety (90) days, the Redeemed Token are removed from circulation, contributing to the ecosystem's stability;
- f. Client will be able to track the status of their Redemption request and the countdown to settlement through their Client Portal; and
- g. TNQ reserves the right to adjust the settlement period with appropriate notice, should ecosystem conditions or regulatory requirements necessitate such changes.

# 6. Fees and Charges

## 6.1. Custodian Fee

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

## 6.2. Compliance Fee

A compliance fee of 4.0% will be levied based on the current ARV upon Token Redemption request. This fee incurs the cost of operations to ensure compliance with relevant laws, regulations, and industry standards including 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.

### 6.3. Management Fee

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

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

## 7. Token Redemption Entitlement Discretion

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

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

## 8. Risks & Liability

In addition to the risks identified in the <u>Risk Warning Statement</u>, you must also consider carefully all the risks arising out of participating in TNQ Service, including but not limited to:

- a. 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;
- b. the inherent risks, including, but not limited to, the protocol, and the use of your Tokens; and
- c. whether the Applicable Network suspends, discontinues, or terminates its business, closes down, suspends, or stops trading.

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 Policy or violates laws or regulations.

### 9. Taxes

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.

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

TNQ may stop, suspend, or cancel your access to the Platform, impose limits to your TNQ Account, suspend, or cancel your ability to participate in the TNQ Service, delay certain transactions or discontinue its service where:

- a. you do not provide additional information to verify your identity or source of funds as requested TNQ;
- b. TNQ is required to do so by court order, to comply with any Applicable Laws (including anti-money laundering or sanctions laws);
- c. TNQ is required to do so to comply with any direction or instruction from a government body or agency;
- d. TNQ reasonably determines that any information you have provided to TNQ is wrong, untruthful, outdated, or incomplete; or
- e. you do not provide additional information that we request to our reasonable satisfaction or in a timely manner.

## 11. Warranties and Disclaimers

Each party represents and warrants to the other party that it has the requisite power and authority to enter into this Policy and to carry out all activities and transactions contemplated hereunder. TNQ warrants that TNQ will provide the Service 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 Policy, whether based on contract, equity, negligence, tort, or otherwise, exceed the net rewards or revenue paid to the client hereunder during the 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 <u>Terms of Use</u> (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 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; and
- 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, <u>support@tnqtoken.io</u>.

### 14. Communication

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

The Client is 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.

Notices 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 This Policy

TNQ may revise this Policy 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 TNQ's Website). The Client agrees to review the Policy from time to time. By continuing to use or access the Service after the revisions come into effect, Client agrees to be bound by the revised Policy.

### 18. Force Majeure

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

### 19. No Waiver

No Terms 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.