QONSULT
GOVERNANCE TOKEN
"QGT"

WHITE PAPER

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QONSULT GOVERNANCE TOKEN (QGT)

INTRODUCTION

Welcome to the **QONSULT Governance Token** (**QGT**) White Paper. This document explains the purpose, structure, and mechanics of **QGT**, a governance token designed to represent ownership and voting rights within **QONSULT**. We aim to present this information in a clear and understandable manner.

PURPOSE OF QGT

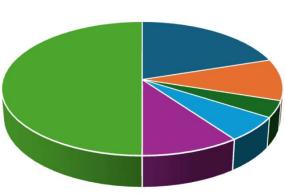**QGT** is minted as a ERC20 crypto token via a smart contract on the Polygon/Matic network. It tokenizes the ownership of **QONSULT**, representing 100% of the company's equity in a fixed supply of 10,000,000 (ten million) tokens. Initially, 2,000,000 tokens (20%) will be burnt to ensure the company retains a minimal of 2,000,000 votes or 20% voting power, should the company decide to exercise it. The remaining 8,000,000 tokens will be distributed among founders, initial stakeholders, the core team, private investors, and reserved for future use.

QONSULT GOVERNANCE TOKEN (QGT)

TOTAL SUPPLY AND DISTRIBUTION

The total supply is **10,000,000 QGT**s. Here's how they will be distributed:

- **Burn (20% - 2,000,000 QGTs):** These tokens are permanently removed from circulation, ensuring the company retains minimal of 20% voting power.

- **Founders (10% - 1,000,000 QGTs):** Tokens allocated to the company's founders.

- **Initial Stakeholders (4% - 400,000 QGTs):** Tokens given to early supporters and creditors.

- **Core Team (6% - 600,000 QGTs):** Tokens reserved for the core team.

- **Private Investors (10% - 1,000,000 QGTs):** Tokens set aside for private investors and partnerships.

- **Reserved (50% - 5,000,000 QGTs):** Initially held by **QONSULT** as custodial managers for fundraising, promotions, and future distribution.

- Burn
- Founders
- Initial Stakeholders
- Core Team
- Private
- Reserve

What Is **Token Burning**?

Token burning refers to the deliberate and permanent removal of cryptocurrency tokens from circulation. This is achieved by sending tokens to a burn address, which is a wallet from which the tokens cannot be retrieved because it has no private keys. Burning reduces the total supply of the token, potentially increasing its value by making it scarcer.

QONSULT'S BURN ADDRESS: **0x0000000000000000000000000514F4E53554C4449**

Ownership and Voting Power

Owning **QGT** represents fractional ownership of **QONSULT**, equivalent to 1/10,000,000 of the company, including all its international entities, branches, and subsidiaries. However, **QGT** holders do not have direct management rights, cannot hire or fire staff, and are not entitled to any company assets. Holders have no authority over **QONSULT** operations and holds no managerial power relative to the number of **QGT**s in their possession.

QGT also grants voting power, with each token representing one vote. **QONSULT** retains a minimum of 20% voting power through the burnt tokens, plus any additional votes from **QGT**s that it owns or acquires, including reserved tokens for future distribution and any **QGT**s bought from marketplaces or other sellers. This ensures that **QONSULT**'s voting power is never less than 20% (or 2,000,000 votes). For example, **QONSULT** retains a minimum of 2,000,000 votes, and if it acquires another **QGT**, it will have 2,000,001 votes, and so forth.

Voting Mechanism

To ensure the fairness and integrity of the voting process, the following rules and procedures will apply to all votes conducted using **QONSULT** Governance Tokens (**QGT**):

1. **Eligibility to Vote**

   - Holding Period: **QGT** holders must hold their tokens for at least 90 days before they become eligible to vote. This requirement ensures that only long-term stakeholders participate in decision-making.

   - Voting Rights: Each whole **QGT** held represents one vote. Fractions of **QGT** do not count towards voting rights (e.g., 1.5**QGT**= 1 vote; 150.99**QGT**= 150 votes; 0.9**QGT**= 0 votes).

VOTING MECHANISM
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2. Casting Votes

- Entire Vote Casting: Each **QGT** holder must cast their entire qualified votes on a single candidate or option. They cannot split their votes between different candidates or options, nor can they cast fewer votes than they are qualified to. For instance, if a **QGT** holder has 500,000 qualified **QGT**s, they must cast the full 500,000 votes on a single candidate or option.

- Voting Timing: If voters are expecting additional **QGT** tokens to qualify due to the 90-day holding period before the end of the poll and wish to use those additional votes, they should wait until those tokens qualify. Once votes are cast, they cannot be changed or recast, even if additional tokens qualify later.

3. Quorum Requirements

Default Quorum: Each poll may have different quorum requirements, which can be specified at the time of the poll. However, unless explicitly stated otherwise, a quorum of one is assumed. This means that if only one eligible **QGT** holder participates in the poll, the poll is considered valid, and the single vote counts as 100% of the total votes.

4. Counting Votes

- Single-Voter Scenarios: In the case where only one voter participates, their vote will count as 100% of the total votes, in accordance with the default quorum rule.

- Multiple Voters: When multiple holders vote, the total votes are distributed proportionally:

  o If all voters choose the same option, that option receives 100% of the votes.

  o If voters choose different options, each option receives a proportional share of the total votes based on the number of votes cast.

VOTING MECHANISM
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5. **Types of Votes**

   - Boolean Votes (Yes/No, Accept/Reject, Allow/Deny): The option that receives a majority of the votes will be considered the winner. If no majority is achieved, the rejection option wins by default.

   - Non-Boolean Votes (Multiple Choices): The candidate or option with the highest number of votes wins. In the event of a tie, a new tie-breaker poll will be initiated.

6. **Tie-Breaker Polls**

   - New Poll: In the event of a tie, a new poll will be conducted solely among the tied options. This poll is treated as an entirely new vote, and voters must requalify to participate.

   - Requalification: To vote in the tie-breaker poll, voters must again meet the 90-day holding period requirement based on their **QGT** holdings at the time of the tie-breaker poll. Voters who have transferred **QGT** before the tie-breaker poll will lose the associated voting rights for that poll.

7. **Voting Platform**

   Future Implementation: Voting will not be possible until **QONSULT** develops a dedicated Web3 application, which will allow token holders to verify their ownership and voting power. This system is expected to be operational no sooner than July 31, 2026. Updates and links will be provided on the official **QONSULT** website at www.qonsult.io.

TOKEN USE AND MANAGEMENT

QGT is not available for public sale initially and is intended for private investors, partners, founders, and core staff. QGT holders can burn, gift, or sell their tokens, but QONSULT is not responsible for any actions taken by token holders. QONSULT also offers no warranty for QGT and cannot recover lost or stolen tokens. QGT holders are responsible to securely store their QGT.

VALUE AND CASH APPRAISAL

Although QGT may be sold, swapped, or exchanged for other things such as other currency, QONSULT does not warrant or guarantee that QGT has any cash value. One QGT represents a single voting unit and 1/10,000,000 equity ownership. QONSULT is not responsible for any valuation of QGT provided by communities, social marketplaces, or exchanges.

QONSULT, its founders, management, directors, staff, and representatives are not obligated to purchase or acquire QGT from holders, although QONSULT may acquire QGT under favorable conditions. QONSULT is not responsible for any loss of value or money as a result of buying, owning, transferring, exchanging, or trading QGT. There are no promises or guarantees that buying, owning, and/or trading QGT will result in any revenue or profit.

QONSULT Governance Token (QGT)

Conversion Option

QONSULT reserves the right to convert QGT into another token in the future. This conversion may occur through 1 of 2 methods:

A. Conversion of QGT Tokens Held by QONSULT:

QONSULT may convert its QGT holdings by burning a portion of its tokens and minting a new token with a different supply, whitepaper, and tokenomics to represent the equity of the burnt tokens.

For example, if QONSULT holds 3,000,000 QGT, representing 30% equity (excluding the initial 2,000,000 QGT burnt for 20% equity), QONSULT's executive management may burn 1,000,000 QGT (10% equity) and mint a new token supply of 10,000,000 to represent this 10%. Similarly, if QONSULT holds 8,000,000 QGT (80% of total supply), it may burn all 8,000,000 and replace them with an entirely new token.

B. Swapping QGT for New Tokens & Burning the Received QGT:

QONSULT may mint new tokens and offer a swap facility, allowing QGT holders to exchange their QGT for the new tokens, after which the received QGT will be burned. QONSULT will publish details on the new token, including a whitepaper and tokenomics, for holders to review before deciding to swap.

For example, if QONSULT mints a new token with a supply of 10,000,000 to represent 10% equity, up to 1,000,000 QGT may be swapped. Once swapped, the 1,000,000 QGT will be burned, and the new token will represent 10% of QONSULT.

NOTE: The new token may not represent equity on a 1:1 basis, and QONSULT may choose to exercise this option multiple times or not at all, with each new token having distinct equity structures, whitepapers, tokenomics, and disclaimers. If new tokens are minted, the QGT whitepaper and tokenomics will not apply. The new token will not automatically inherit any functions, features, or value of QGT. While some features may be similar, they will be explicitly outlined in the new token's whitepapers and tokenomics, and users should not assume that features such as voting power or platform functionality will be the same or included.

Disclaimers

- **Misrepresentation: QONSULT** is not liable for any misrepresentation regarding **QGT** and its profitability made by second-parties, third-parties, vendors, or partners. Additionally, **QONSULT** disclaims responsibility for any misstatements or misrepresentations made by its employees or contractors when expressed as personal opinions during their personal time. The company shall not be held accountable for any unauthorized representations made by employees or contractors, whether accidental or intentional, that mischaracterize **QONSULT** and/or **QGT** for personal gain or to harm the company's reputation.

- **Financial Risk:** Acquiring **QGT** is done at the investor's own financial risk. **QONSULT** makes no guarantees or promises for **QGT** profitability now or ever.

- **Security and Recovery: QONSULT** is not responsible for any theft, accidental transfers, or burning of **QGT**. The nature of the governance crypto token means **QONSULT** has no method of recovering any lost or stolen **QGT**.

- **Regulatory Compliance: QGT** is not to be treated as currency or securities, and **QONSULT** is not responsible for ensuring regulatory compliance for holders of **QGT**.

- **Third-Party**: Third parties operate independently of **QONSULT** and may utilize **QGT** outside of **QONSULT**'s **QGT** specifications or make their own independent representations of **QGT**. **QONSULT** is not responsible for how third parties operate, what they represent or misrepresent, or what actions they take regarding **QGT**.

- **Token Holders**: **QGT** holders are independent individuals or entities and may utilize **QGT** outside of **QONSULT**'s specifications or make their own independent representations of **QGT**. **QONSULT** is not responsible for how **QGT** holders operate, what they represent or misrepresent, or any actions they take regarding **QGT**.

Disclaimers
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- **Trading and Transfers**: QONSULT is not responsible for QGT holders who trade or transfer QGT for profit or loss.

- **Third-Party Exchange & Swap**: QONSULT is not responsible for QGT holders utilizing, trading, selling, or swapping their QGT at third-party exchanges.

- **Project Viability:** While QONSULT aims for growth and success, there is no guarantee that the company will remain viable. If QONSULT shuts down, QGT may lose all value, utility, and/or usefulness.

No Warranty / No Guarantee

QONSULT provides QGT on an "as-is" basis, with no warranties or guarantees of any kind, either express or implied. QONSULT makes no representations regarding the performance, functionality, or potential financial returns associated with QGT. QGT holders acknowledge and accept that QONSULT offers no assurances regarding the future value, utility, or viability of QGT. Any use, trade, or reliance on QGT is solely at the discretion and risk of the token holder.

QONSULT Governance Token (QGT)

Limitation of Liability

To the fullest extent permitted by law, **QONSULT**, its directors, officers, employees, or affiliates shall not be held liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to losses arising from the use, misuse, or inability to use **QGT**, any interruption or cessation of **QGT**-related services, regulatory changes, or any unauthorized access to or alteration of **QGT**. This limitation of liability applies even if **QONSULT** has been advised of the possibility of such damages. **QGT** holders are solely responsible for any risks associated with their token ownership, including but not limited to financial loss, regulatory risk, or technological failure.

Conclusion

QGT represents a novel approach to company ownership and governance, offering a unique opportunity for involvement in **QONSULT**. While the potential for growth and success exists, it is important for holders to understand the associated risks and manage their expectations accordingly. We are committed to building a transparent, secure, and inclusive platform for all **QGT** holders.

For more information and updates, please visit **https://qgt.qonsult.io** and **https://www.qonsult.io**.