



QONSULT
GOVERNANCE TOKEN

"QGT"

WHITE PAPER

Date: October 31, 2024



1	Introduction
1	Purpose
2	Supply and Distribution
3	Ownership and Voting Power
3	Voting Mechanism
6	Token Use and Management
6	Value and Cash Appraisal
7	Rewards and Distributions Option
12	Conversion Option



15

Disclaimers

16

No Warranty / No Guarantee

17

Limitation of Liability

17

Conclusion



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.



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 (Continue)

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:
 - If all voters choose the same option, that option receives 100% of the votes.
 - If voters choose different options, each option receives a proportional share of the total votes based on the number of votes cast.



VOTING MECHANISM (Continue)

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.



REWARDS AND DISCRETIONARY DISTRIBUTIONS OPTION

QONSULT may, at its discretion, offer optional rewards or distributions to **QGT** holders from time to time. These rewards may include non-fiat tokens, digital assets, or other participation-based rewards as determined by **QONSULT**'s executive management. These rewards are not guaranteed and will be distributed based on the following criteria:

- Only **QGT** tokens that have been held for **at least 365 days** in the holder's wallet will be eligible for rewards.
- Partial **QGT** holdings that meet the holding period of 365 days are eligible for rewards. Whole tokens are not required to qualify for rewards; however, depending on the reward, there may be limitations.
- Unless specified otherwise, the share of the reward will be proportional to total supply of **QGT** tokens, which is 10,000,000.

Example:

- 1 eligible **QGT** = 0.0000001 of reward.
 - 0.01 eligible **QGT** = 0.000000001 of reward.
- If applicable, the share of the rewards will be rounded down.

For example, if 10,000,000 NFTs are to be rewarded to **QGT** holders, a holder with 1.8 eligible **QGT** will receive 1 reward NFT, as NFTs can only be given as whole units.

- Certain promotions may be offered to eligible token holders, regardless of how many **QGT** they hold, as long as they meet the minimum requirements (e.g., holding at least 1 eligible **QGT**). These will be distributed on a one-item-per-eligible-holder basis. If there is a time or supply limit, rewards will be given on a first-come, first-served basis until either runs out.

Example 1: **QONSULT** offer one month of free service to each eligible **QGT** holder, provided they hold at least 1 eligible **QGT** and are a **QONSULT** ecosystem user.



REWARDS AND DISCRETIONARY DISTRIBUTIONS OPTION (Continue)

Example 2: **QONSULT** may offer the first 1,000 eligible **QGT** holders 1 promotional item each, such as (coffee mugs, t-shirts, posters, digital art, etc.).

These rewards may include, but are not limited to:

- Non-fiat tokens (e.g., non-fungible tokens, digital assets or cryptocurrencies acquired through partnerships or purchases).
- Participation in company milestones, where **QONSULT** may choose to share portions of its achievements with **QGT** holders who meet the eligibility criteria.
- Promotional items such as products, services, or subscriptions from **QONSULT** and its partners.

Example of Reward Distribution Proportional to Total Supply of **QGT**:

Assume **QONSULT** achieves a major milestone and decides to distribute rewards to **QGT** holders. If a **QGT** holder has 10% (or 1,000,000) of the total **QGT** supply but only 5% of those tokens have been held for at least 365 days, their reward will be based on the 5% held over 365 days, not the full 10%. The calculation will be done proportionally based on the total number of **QGT** eligible for rewards in the entire distribution pool.

For instance:

- A. Total reward pool = 1,000,000 tokens
- B. The holder owns 10% of the total **QGT** supply (1,000,000) but only 500,000 **QGT** have been held for over 365 days (5%).
- C. The reward for this holder will be calculated as 5% of the total reward pool, which would be 50,000 tokens



REWARDS AND DISCRETIONARY DISTRIBUTIONS OPTION (Continue)

Supply Disclaimer:

QONSULT's system will calculate the available reward supply and determine the amount of rewards distributed to each eligible **QGT** holder. **QONSULT** will not be held responsible if the distribution is miscalculated or if the supply runs out before all eligible **QGT** holders can claim their rewards. Additionally, **QONSULT** is not liable for any programming bugs or errors that may result in miscalculations or supply shortages during the distribution process. In such cases, rewards will be distributed on a first-come-first-serve basis until all rewards are claimed or the supply is exhausted, whichever occurs first.

For example, if the system is intended to calculate and distribute 1,000,000 tokens as rewards among 10,000,000 **QGT** at a rate of 0.1 token per **QGT**, but due to an error, bug, or other issue, only 900,000 tokens are available for distribution, then only 900,000 tokens will be distributed on a first-come, first-served basis to the first eligible 900,000 **QGT** holders.

Claiming Rewards through **QONSULT**'s Platform:

Rewards can only be claimed and distributed through **QONSULT**'s platform. Eligible **QGT** holders must use **QONSULT**'s platform to claim their rewards. This process may require holders to create an account and connect their ERC-20 wallet to the platform to determine eligibility. The system will assess whether the holder meets the necessary criteria, and only after validation will the holder be able to claim their rewards. **Rewards are not automatically distributed** and must be claimed manually through the platform.

Eligible **QGT** holders who choose not to use **QONSULT**'s platform to claim their rewards will forfeit their rewards.

At this time, the platform for rewarding **QGT** holders is not yet available. It is projected to be developed by Q4 2027, contingent upon achieving necessary revenue milestones or securing sufficient investment capital.



REWARDS AND DISCRETIONARY DISTRIBUTIONS OPTION (Continue)

Unclaimed Rewards:

Unclaimed rewards will be forfeited and retained by **QONSULT**, which reserves the right to use them at its discretion. They will not be redistributed to eligible holders during the initial reward event, but **QONSULT** may offer them in future reward events.

Rounding Down Rule:

QONSULT's reward system may round down rewards to the nearest whole number or the smallest allowed decimal place based on the nature of the distributed asset. Certain rewards, such as NFTs or tokens with limited decimal precision, can only be distributed in whole units or to a specific decimal place. In such cases, **QONSULT** is not responsible for disqualified rewards due to rounding or the asset's inherent distribution limitations.

- **NFT Example:** If **QONSULT** distributes NFTs, which must be given as whole units, partial **QGT** holdings that do not qualify for a whole NFT (e.g., holding 0.9 **QGT**) will not be eligible to receive the reward. Holders with more than 1 **QGT** (e.g., 1.001, 1.9, 2, 2.1, etc.) will receive whole NFTs, rounded down to the nearest whole unit. For example, a holder with 1.9 eligible **QGT** will receive 1 NFT, and a holder with 251.4 eligible **QGT** will receive 251 NFTs.
- **Token Example:** For tokens with limited decimal places (e.g., 6 decimal places), if a **QGT** holder's eligible portion results in a value smaller than the smallest allowable unit (e.g., less than 0.000001 tokens), that holder will not be eligible to receive those tokens. Additionally, rewards will be rounded down to the nearest allowable decimal place. For example, if the reward allows up to 6 decimal places and an eligible **QGT** holder's calculated portion is 200.0000019, they will receive 200.000001 tokens, as the reward is limited to 6 decimal places.



REWARDS AND DISCRETIONARY DISTRIBUTIONS OPTION (Continue)

Additional Conditions for Eligibility:

Each reward event may have additional eligibility requirements beyond those outlined in this whitepaper. The guidelines provided here represent the base minimum, but specific events may impose further conditions, which will be communicated prior to each event. For example, an event could be limited to certain regions or exclude specific regions.

Important Notice:

These rewards are discretionary and do not represent an entitlement to company profits, assets, or ownership. **QGT** holders should not interpret these rewards as dividends or financial guarantees.

QONSULT retains full discretion over the nature, timing, and eligibility of any rewards and reserves the right to withhold or modify rewards in compliance with applicable laws, including U.S. securities laws and other relevant jurisdictions.



CONVERSION OPTION

QONSULT reserves the right to convert **QGT** in the future:

1. Convert QGT to a different **TOKEN**.

See page 13.

2. Convert QGT to a different **FORMAT** representing equity.

See Page 14.



CONVERSION OPTION: DIFFERENT TOKEN

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.



CONVERSION OPTION: DIFFERENT FORMAT

QONSULT reserves the right to convert **QGT** into an alternative **FORMAT** in response to partner requests for more traditional equity representations rather than governance tokens.

Some partners may prefer to hold equity in formats such as contractual agreements or written commitments rather than through the blockchain-based **QGT** governance token. Since 100% of **QONSULT**'s equity is represented by 10,000,000 **QGT**, the equity represented by **QGT** may be converted to a format that aligns with partner preferences. This can be achieved through various methods, including but not limited to the following:

- A. Custodial Management: **QONSULT** may retain **QGT** on behalf of the partner, acting as a custodial manager until the partner wishes to receive their **QGT** at a future date. This provides flexibility while ensuring the partner's equity is secured on the blockchain.
- B. Permanent Conversion (Burning): At a partner's request, **QONSULT** may permanently burn the **QGT** representing their equity, effectively removing these tokens from the blockchain. In such cases, the partner's equity will be represented through alternative means, such as a contractual agreement. This choice is irreversible, and the partner will no longer be able to convert the equity back into **QGT** in the future.

These options offer partners flexibility in how they choose to hold and represent their equity in **QONSULT**, catering to different preferences and enhancing partnership opportunities.



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 (Continue)

- **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.



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>.

