



Terms and Conditions of Transferable Securities '0 Commission' Offering

This Transferable Securities '0 Commission' Offering (the 'Transferable Securities 0 Commission Offering' and/or '0 Commission Offering') is offered by Key Way Markets Ltd, a limited liability company incorporated and registered under the Abu Dhabi Global Market ("ADGM"), license number 000003041, and having its registered address at Office 2, 21st Floor, Al Sila Tower, ADGM Square, Al Maryah Island, Abu Dhabi, United Arab Emirates (hereinafter referred to as 'Key Way Markets Ltd' and/or 'Naga' and/or the 'Company' and/or 'we' and/or 'our' and/or 'us').

The Client acknowledges, confirms, declares and agrees that by accepting these Terms and Conditions, he/she enters into a legally binding agreement with the Company in relation to the Company's Transferable Securities '0 Commission' Offering.

The Client also acknowledges, confirms, declares and agrees that all the remaining and relevant Legal Documents of the Company, as may be found on the Company's website at www.naga.com/ae (the 'Legal Documents', as amended from time to time by the Company, in accordance to its sole and absolute discretion), have also been read, acknowledged and agreed to. The Client further acknowledges, confirms, declares and agrees that these Terms and Conditions (as amended from time to time by the Company, in accordance to its sole and absolute discretion) are supplementary to the Legal Documents, and that the Legal Documents shall be read in conjunction with these Terms and Conditions.

This '0 Commission Offering' is valid and effective from the date of its publication to the Company's website www.naga.com/ae and it may be suspended and/or terminated and/or amended at any time, and at the sole and absolute discretion of the Company.

1. Introduction

- 1.1 These Terms govern the Transferable Securities '0 Commission' Offering that is organized by the Company, in the context of which, each Client of the Company may be eligible to receive.
- 1.2 New and Existing clients of the Company are eligible to participate in the Transferable Securities '0 Commission' Offering.
- 1.3 Without limiting the generality of the foregoing, CFD accounts are explicitly excluded from the scope of the Transferable Securities Offering.

Key Way Markets Ltd

Licensed and regulated by the Abu Dhabi Global
Market ("ADGM") Financial Services Regulatory
Authority ("FSRA") with Financial Services Permission
Number 190005

Registered Address: Office 2, 21st Floor, Al Sila Tower,
Al Maryah Island, Abu Dhabi, United Arab Emirates

Website: www.naga.com/ae

Contact Email: support.ae@naga.com

Support Number: +97122455100



2. Definitions/Interpretations

'Transferable Securities Offering' means the current Offering, which is intended to promote Key Way Markets Ltd;

'Client Agreement' means the agreement which governs the provision of investment and/or ancillary services to you by the Company, as concluded between you and the Company upon your successful onboarding with, and verification by, the Company;

'Offering Period' means the period during which the offer will be valid, and which is set within Clause 3.7 of the Terms;

'CFD' means contract for difference;

'Transferable Securities' means:

- Shares in companies and other securities equivalent to shares in companies (shares);
- Bonds and other forms of securitised debt (debt securities);
- Any other negotiable securities which carry the right to acquire any such transferable securities by subscription or exchange;

Examples include stocks and ETFs.

'Terms and Conditions' means these terms and conditions, which govern the Company's 0 Commission Offering.

'You', 'Client', 'Participant' means the new client of the Company who meets all the conditions that are indicated in Clause 4.1 of these Terms;

'Selected Countries' means countries that the Company may offer cross-border services to, in accordance to the Company's ADGM Financial Services Regulatory Authority (FSRA) license.

3. About the Offering

3.1 The Offering of these Terms and Conditions is only available during the Offering Period, as specified in point 3.7.

3.2 The Offering of these Terms and Conditions applies only to transferable securities (as stated above, CFD accounts are explicitly excluded from the scope of this Offering).

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- 3.3 The Client acknowledges, understands and agrees that in the context of their participation in the Offering, as identified in these Terms and Conditions such Client will be entitled to trade transferable securities with the Company without the Company charging commissions.
- 3.4 The Client acknowledges that all remaining fees such as currency conversion fee which is applied based on the spread of the currency pair at the time of trade, any tax-related charges, inactivity fees and any other fee applicable to transferable securities trading. Please refer to the Company's Client Agreement and Costs and Charges Policy, along with the rest of the Legal Documents, as available on the Company's website.
- 3.5 The Offering applies to both Retail and Professional Clients (as defined in the Company's Client Classification Policy), excluding clients that are classified as Eligible Counterparties.
- 3.6 The Offering of these Terms and Conditions applies to all transferrable securities the Company offers for notional value up to 100,000 USD per client in a calendar month. All trades above the specified notional value shall have a fee of 0.3% will apply.
- 3.7 The Offering of these Terms and Conditions is valid and effective from the date of its publication on the Company's website www.naga.com/ae and it may be suspended and/or terminated and/or amended at any time and at the sole discretion of the Company.

4. Eligibility

- 4.1 To be eligible to participate in the Offering of these Terms and Conditions, you must be a new or an existing client of the Company who permanently resides in any of the jurisdiction that the Company is allowed to offer its services, and who, during the Offering Period, has proceeded with the conditions described below:
- a. Successfully registers or had already registered an account with the Company, and;
 - b. Successfully onboards/onboarded with, and is verified by, the Company, in accordance with the Company's onboarding requirements, and;
 - c. Successfully activates/activated a transferable securities account with the Company.
- 4.2 Any participant who does not meet or partially meets the eligibility requirements of the present Terms and Conditions shall not be eligible to receive the 0 Commission Offering.

5. Reward Allocation

- 5.1 Provided that all eligibility requirements of these Terms and Conditions are met and for as long that these Terms and Conditions are active, you shall receive the transferable securities 0 commission to all your transactions in relation to transferrable securities that the Company offers for notional value up to 100,000 USD per client in a calendar month. All trades above the specified notional value shall have a fee of 0.3% will apply.

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5.2 All eligible participants under these Terms and Conditions are free to refuse the Offering within 24 hours from receipt. They can do that by contacting us at support.ae@naga.com.

5.3 If the Client has any query and/or requires assistance in relation to the Offering, he/she may contact us at support.ae@naga.com.

5.4 If the Client has any complaints in relation to the Offering, he/she may submit such a complaint at complaints.ae@naga.com, and each such complaint shall be handled pursuant to the Complaint Handling Policy of the Company.

5.5 All eligible participants of these Terms and Conditions shall receive the 0 Commissions Offering after they are successfully onboarded or are existing clients of the Company.

6. Disqualification

6.1 A participant to these Terms and Conditions is not entitled to receive the 0 Commissions Offering, if he/she does any of the following, including but not limited to:

- a. violate, manipulate or not abide by any of the Terms and Conditions or any of our applicable Legal Documents agreed upon during onboarding;
- b. not logging into his/her Account for 3 (three) consecutive months at any time after the provision of the 0 Commissions Offering received (whichever occurs the latest);
- c. he/she reverses any of the steps as described above;

6.2 If the Company believes that you have engaged in any fraud or material abuse or are engaged in any activity that may harm the Company's reputation, the Company may, at its sole discretion, take any actions we see fit in the circumstances.

7. Miscellaneous

7.1 By participating in the Offering, the participant acknowledges and consents to abide by the present Terms and Conditions.

7.2 Participation in the Offering of these Terms and Conditions does not constitute any form of partnership, association or joint venture between the Participants and the Company.

7.3 We may, at our sole discretion, suspend, terminate or amend these Terms and Conditions without prior notice. Should we elect to provide you with notice as to either of the above events, such notice will be in writing, and the respective mandate thereof shall become effective on the date displayed in such written

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notice, or, if no date is specified in the said notice, immediately. It is hereby clarified that the Company shall not be liable for any consequences of any suspension, termination or change of these Terms.

- 7.4 The Client acknowledges that where the Company has any suspicion of any form of arbitrage, abuse, fraud, manipulation, cash-back arbitrage connected to the Client's account(s) or any other forms of deceitful or fraudulent activity, then the Company reserves the right, at its sole discretion, to, indicatively, but not exhaustively:
- a. Close/suspend all of the Client's accounts with the Company.
 - b. Void and/or withhold any payment that may be due to the Client.
 - c. Disqualify the Client from the Offering and/or any other scheme and/or campaign of the Company with immediate effect.
 - d. Terminate Client's account.
- 7.5 The Client hereby acknowledges, confirms and understands that where any of the circumstances mentioned in Clause 7 of these Terms and Conditions take place, the Company will not be liable for any consequences in relation to the cancellations and/or withholds and/or to any potential damage that may be caused by the above, including, but not limited to, order(s) closure by stop out.
- 7.6 Nothing in these Terms and Conditions, or in any other promotional material, will be viewed as provision of investment advice, investment recommendation, portfolio management or any other form of discretionary service. The Company does not guarantee the performance of the transferable securities. Moreover, the Client understands and agrees that past performance is neither a reliable indicator nor a guarantee of any future results or returns.
- 7.7 The Terms and Conditions are published on our website in English. Any translation is a courtesy translation only.
- 7.8 We cannot provide information about another participant's account or application status due to privacy reasons.
- 7.9 Each participant is solely responsible for any tax implications of the present Offering under these Terms and Conditions. We take no responsibility for any tax related to the Offering and/or the Instrument traded by the Client (either in whole or in part).
- 7.10 By participating in the Offering, you consent to the processing of your personal data, which personal data will be collected and used by the Company and/or any related and/or affiliated and/or contracted (with the Company) companies through automated and/or non-automated means. In addition, you acknowledge and agree that your personal data will be retained and used in accordance with the Company's privacy policy, a copy which will, at all times, be available on the Company's website.

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- 7.11 The Company shall not be liable for any delay in performing or failure to perform any of its rights under these Terms.
- 7.12 Neither the Company nor any affiliated and/or related (with the Company) company/ies shall be liable for any damages and/or losses and/or tax implications and/or any damages and/or losses and/or implications of any nature, that may or will be suffered by you.
- 7.13 Headings inserted in these Terms and Conditions are used for ease of reference only and shall not affect the interpretation thereof.
- 7.14 No failure or delay by the Company in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.
- 7.15 If any term and/or condition and/or provision of these Terms and Conditions shall be held or made invalid by a court decision, the remainder of the Terms shall not be affected thereby.
- 7.16 In case of any inconsistencies between the subject matter of these Terms and Conditions and the Client Agreement, these Terms and Conditions shall prevail.
- 7.17 All capitalized words and phrases used and not defined in these Terms and Conditions shall have the same meaning as defined in our Client Agreement.
- 7.18 Neither the Company nor any related and/or affiliated and/or contracted (with the Company) companies shall be liable for technical malfunctions of any telephone network or lines, computer online systems, servers, or providers, computer equipment or software, failure of any email or entry to be received on account of technical problems or traffic congestion on the internet, telephone lines or at any website, or any combination thereof, including any injury or damage to you in the context of your participation in the Offering.
- 7.19 The Company cannot be held responsible for any action and/or omission of the Client and/or the failure of the Client to monitor and/or review any notification(s) and/or announcement(s) that may be provided by the Company, either via the Company's website and/or via email.
- 7.20 These Terms shall be governed by and construed in accordance with the applicable laws of Abu Dhabi Global Market ("ADGM"). In addition, in the event of a dispute, such dispute shall be submitted to the exclusive jurisdiction of the courts in ADGM, which will have exclusive jurisdiction to adjudicate on such dispute.

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