Terms and Conditions

of the Free Shares Campaign

This Free Shares Campaign is offered by NAGA Capital Ltd, a limited liability company incorporated and registered under the laws of the Republic of Seychelles, with Registration Number 8422455-1, and having its registered address at Suite 3, Jivan's Complex, Global Village, Mont Fleuri, Mahe, Seychelles (hereinafter referred to as the "**Company**" and/or "**NAGA**"). NAGA Capital Ltd is authorised and regulated by the Financial Services Authority Seychelles (FSA) under licence No. SD026.

The Client acknowledges, confirms, declares and agrees that by accepting these Terms of the Campaign as contained herein, he/she enters into a legally binding agreement with the Company in relation to the Campaign.

The Client also acknowledges, confirms, declares and agrees that all the remaining Legal Documents of the Company, as may be found on the Company's website at www.naga.com/en (previously *www.nagacap.com* and *www.naga.com*) have been also read, acknowledged and agreed to. The Client acknowledges, confirms, declares and agrees that the content of the Legal Documents govern the Campaign and that these Terms for the Campaign should be read in conjunction with the Legal Documents, as these may be found on the Company's official website at www.naga.com/en (previously *www.nagacap.com* and *www.naga.com*) and may be amended from time to time.

This Campaign is valid and effective from the date of its publication to the Company's website at www.naga.com/en (previously *www.nagacap.com* and *www.naga.com*) and it may be suspended and/or terminated and/or amended at any time and at the sole discretion of the Company.

1. Introduction

1.1. These Terms govern the Campaign that is organized by the Company, in the context of which, each Client of NAGA Capital Ltd may be eligible to earn the Free Shares.

1.2. Without limiting the generality of the foregoing, CFD accounts are explicitly excluded from the scope of this Campaign.

2. Definitions/Interpretations

'Campaign' or **'Free Shares Campaign'** means the current Free Shares campaign, which is intended to promote NAGA Capital 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;

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

'CFD' means contract for difference;

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

'Free Share(s)' means each and any of the publicly-listed equity-based financial instruments transferred by the Company to the Participant, as a reward under the Terms, or the monetary value of such equity-based financial instruments where the Company is unable to provide the instruments.

The Free Shares value thereof may range from a minimum of twenty-five US Dollars ($25) and up to one hundred and twenty-five US Dollars ($125) (which will appear in the default currency of the Participant's account). Each Free Share has a weighted probability (please refer to Clause 3.3 of the Terms for further details). Shares with a higher value will be less common. Shares are randomly allocated to the Clients in terms of value and Company;

'Selected Countries' means countries that the Company may offer services to, in accordance with the Company's Financial Services Authority Seychelles (FSA) license.

3. About the Campaign

3.1. The Campaign is only available during the Campaign Period, as specified in Clause 3.7.

3.2. The Client acknowledges, understands and agrees that in the context of their participation in the Campaign, such Client will be entitled to earn the Free Shares subject to the conditions included herein (as stated above, CFD accounts are explicitly excluded from the scope of this Campaign).

3.3. Free Shares are randomly allocated (at the Company's sole discretion) in terms of value and company from United States/European Union markets as per the below:

Free Shares value	Probability (%)
\$25 - \$50	50%
\$51 - \$75	25%
\$76 - \$100.00	15%
\$100.01 and up to \$125	10%

3.4. In the event where the Company experiences any difficulties in providing the Participants with the Free Shares, the Company reserves the right to provide the Participants with the monetary value of such instrument instead. Such value will be booked as cash on the Participant's account with the Company.

3.5. The monetary value shall be determined as of the date and time on which the reward is distributed.

3.6. The Client may receive Free Shares in accordance with the table below, subject to the eligibility criteria mentioned in Paragraph 4:

Free Shares	VIP Level	Total Value of Free Shares
1	From \$250 up to \$2,500 (Iron and Bronze)	**Subject to the table in Clause 3.3*
5	\$5,000 (Silver)	\$125
10	\$25,000 (Gold)	\$250
20	\$50,000 (Diamond)	\$500
50	\$100,000 (Crystal)	\$1250

Example: Client A deposits \$5,000 during the Campaign Period. With this deposit, Client A has reached the Silver (Lightweight) Level and will receive five (5) Free Shares. If in the same period, the Client deposits another \$20,000 and reaches the Gold (Middleweight) Level then, the Client will receive another five (5) Free Shares.

3.7. The Campaign is valid and effective from the date of publication on the Company's website www.naga.com/en to 31/08/2025, 23:59 GMT considering that the Client was eligible for Free Share offering.

4. Eligibility

4.1. To be eligible to participate in the Campaign and earn the Free Shares, you must be new or existing Client of the Company who permanently resides in either of the Selected Countries, and who, during the Campaign period:

(A) Successfully registers an account with the Company, and
(B) Successfully onboards with, and is verified by, the Company, in accordance with the Company's onboarding requirements, and
(C) Successfully activates a Real Shares account with the Company, and
(D) Successfully registers for the Company's Free Shares Campaign, and
(E) Deposits an amount equivalent to, or greater than, twenty-five US Dollars ($25) (the "**Minimum Deposit**") within the Campaign Period (for the avoidance of doubt, the deposited amount is withdrawable at any time).

4.2. Upon depositing the funds, the Client will need to notify the Customer Support Department at support.sc@naga.com that they have deposited funds into their account.

4.3. Any Participant who does not meet or partially meets the requirements of the present Terms and Conditions shall not be eligible to receive the Free Shares.

5. Reward Allocation

5.1. You shall receive the Free Shares within three (3) Business Days after the successful completion of the steps described above, and provided that all Terms have been met. This period may be extended at our sole discretion, subject to technical or other issues.

5.2. All Participants are free to refuse the Free Share within 24 hours of receipt. They can do that by contacting us at support.sc@naga.com.

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

5.4. If the Client has any complaints in relation to the Campaign, he/she may submit such at complaints.sc@naga.com and each such complaint shall be handled pursuant to the complaint handling policy of the Company.

5.5. Participants can also cancel the Free Shares at the time of their allocation. Participants shall not be entitled to new Free Shares for any refused or cancelled ones. In case any Participant cancels the allocation of the Free Shares, they may contact us to review the case. If the Company finds that the cancellation was indeed unintentional, we shall remediate the situation at our sole discretion.

5.6. All Participants receive Free Share after they are successfully onboarded with us and have deposited the minimum amount of twenty-five Dollars ($25) to their Real Shares account. The Free Share shall be allocated to a Real Share account where the Minimum Deposit was made first.

5.7. Participants who make additional deposits and reach a higher VIP Level, as set out in the table under Clause 3.6, shall be entitled to receive additional Free Shares corresponding to that new VIP Level. The allocation of such additional Free Shares shall be made in accordance with the thresholds and values specified in the referenced table.

5.8. The monetary value of the Free Shares is subject to a 30-day withdrawal suspension period (withdrawal of the amount will not be possible during this period). This does not affect in any way any other assets that the Participant may have.

6. Disqualification

6.1. Participants are not entitled to receive any Free Shares (or may have previously awarded ones or their monetary value reclaimed by us) if a Participant does any of the following, including but not limited to:

a) violate, manipulate or not abide by any of the Terms or any of our applicable Legal Documents agreed upon during onboarding;
b) not logging into your Account for 3 (three) consecutive months at any time after the provision of the Free Share has been received or sold (whichever occurs the latest);
c) You reverse any of the steps described above;

d) You close your Account and/or withdraw all deposited funds, immediately after the Free Share has been allocated to You.

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 Campaign, the Participant acknowledges and consents to abide by the present Terms.

7.2. Participation in the Campaign 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 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 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) Withhold the Free Shares.
b) Close/suspend all of the Client's accounts with the Company.
c) Void and/or withhold any payment that may be due to the Client.
d) Disqualify the Client from the Campaign and/or any other scheme and/or campaign of the Company with immediate effect.

7.5. The Client hereby acknowledges, confirms and understands that where any of the circumstances mentioned in Clause 7.4 of the Terms 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.

7.6. Nothing in these Terms, 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 either of the Free Shares. 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 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 Campaign. We take no responsibility for any tax related to the Campaign and/or the Free Shares (either in whole or in part).

7.10. If, for any reason (e.g. conflict of interest), a Participant is not allowed to own a specific Free Share, the respective Participant is required to inform us in writing prior to participating in the Campaign.

7.11. By participating in the Campaign, 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.

7.12. The Company shall not be liable for any delay in performing or failure to perform any of its rights under these Terms.

7.13. 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.

7.14. Headings inserted in these Terms are used for ease of reference only and shall not affect the interpretation thereof.

7.15. 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.

7.16. If any term and/or condition and/or provision of these Terms shall be held or made invalid by a court decision, the remainder of the Terms shall not be affected thereby.

7.17. In case of any inconsistencies between the subject matter of these Terms and the Client Agreement, these Terms shall prevail.

7.18. All capitalized words and phrases used and not defined in these Terms shall have the same meaning as defined in our Client Agreement.

7.19. 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 Campaign.

7.20. 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.

7.21. Free Shares are subject to limited availability, which means that even though the Client may register to the Campaign, they may not earn Free Shares due to the fact that the maximum allowable number of either or all Free Shares may have been (or may be) exhausted.

7.22. These Terms shall be governed by and construed in accordance with the applicable laws of the Republic of Seychelles. In addition, in the event of a dispute, such dispute shall be submitted to the exclusive jurisdiction of the courts of the Republic of Seychelles, which will have exclusive jurisdiction to adjudicate on such dispute.