



## Terms and Conditions of Spring Free Shares Campaign

This ‘**Spring Free Shares Campaign**’ (the “**Campaign**”) is offered by **Naga Capital Ltd**, a company incorporated and registered under the laws of the Republic of Seychelles, with Registration Number **8425518-1**, and having its registered address at **Global Village, Jivan's Complex, Mont Fleuri, Mahe, Seychelles** (hereinafter referred to as “**Naga Capital 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 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](http://www.naga.com/en), have also been read, acknowledged and agreed to. The Client further 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](http://www.naga.com/en) and may be amended from time to time.

This ‘**Spring Free Shares Campaign**’ is valid and effective from the date of its publication on the Company’s website [www.naga.com/en](http://www.naga.com/en) and may be suspended and/or terminated and/or amended at any time at the sole discretion of the Company.

### 1. Introduction

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

**1.2.** The Campaign is open to eligible Clients across all supported jurisdictions in which Naga Capital Ltd operates.

### 2. Definitions / Interpretations

‘**Spring Free Shares Campaign**’ or ‘**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 is valid, from **16 April 2026 until 30 April 2026 (23:59 GMT)**.

**'Client'** or **'Participant'** means an existing Client of the Company who satisfies the eligibility criteria described in Clause 4 of these Terms.

**'Free Share(s)'** refers to equity instruments allocated as rewards under the Campaign. \*The approximate value of each share ranges between **USD \$27 and USD \$330**, depending on the share allocated.

**'CFD Account'** means a live trading account held with the Company used for the trading of Contracts for Difference (CFDs), into which the qualifying deposit must be made in order to participate in this Campaign.

**'Real Share Account'** or **'DMA Account'** means a live trading account held with the Company that enables direct market access for the purchase and holding of real equity instruments. Free Shares awarded under this Campaign shall be credited to the Client's Real Share (DMA) Account.

**'Promo Code'** refers to the unique promotional code used by the Client before making a deposit to qualify for the Campaign benefits.

**'Lock-Up Period'** means a period of **forty-five (45) days** commencing from the date of the most recent qualifying deposit that resulted in the allocation of Free Shares, during which the shares cannot be sold, transferred, or withdrawn.

### 3. About the Campaign

**3.1.** The Campaign allows eligible Clients to receive Free Shares upon making a qualifying deposit into their **CFD Account** and applying the relevant Promo Code prior to depositing funds. Free Shares awarded under the Campaign shall be credited to the Client's **Real Share (DMA) Account**.

**3.1.A.** Deposits made without a valid Promo Code applied prior to the transaction shall not qualify for the Campaign and shall not be eligible for retroactive inclusion, regardless of the deposit amount or the Client's eligibility status. The Company shall bear no obligation to allocate Free Shares in respect of any deposit made without a valid Promo Code, and no subsequent application of a Promo Code shall cure or remedy the absence of a Promo Code at the time of deposit.

**3.2.** Shares awarded under this Campaign are allocated randomly from a predefined pool of shares determined by the Company.

**3.2.A.** The allocation of Free Shares is based on a weighted probability mechanism determined by the approximate value of the share allocated, as indicated in the table below:



Free Share Value	Probability (%)
\$27 – \$87	28%
\$88 – \$148	24%
\$149 – \$210	20%
\$211 – \$272	16%
\$273 – \$330	12%

**3.3.** The approximate value of each Free Share ranges between **USD \$27 and USD \$330**, depending on the instrument allocated.

*\*The values indicated above are provided for indicative purposes only and may fluctuate at any time due to market conditions, price volatility, or other factors affecting the market price of the underlying financial instrument at the time of allocation.*

**3.4.** The following shares may be included in the allocation pool:

- Pfizer
- Warner Bros
- Intel
- Nike
- Coca-Cola
- Netflix
- Starbucks
- Disney
- Nvidia
- AMD
- Amazon
- Apple
- Google

**3.5.** The Company reserves the right to modify the allocation pool at its discretion where necessary due to availability or operational requirements.

**3.6.** Clients participating in the Campaign may receive Free Shares depending on the deposited amount and corresponding Promo Code as follows:

Deposit	Shares	Promo Code	Max Value	Max Return
\$2,500	5	Spring5	\$1,650	66%
\$5,000	10	Spring10	\$3,300	66%
\$10,000	20	Spring20	\$6,600	66%



Deposit	Shares	Promo Code	Max Value	Max Return
\$25,000	40	Spring40	\$13,200	52.8%
\$50,000	75	Spring75	\$24,750	49.5%
\$100,000	100	Spring100	\$33,000	33%

*The “Max Value” and “Max Return” figures set out above are provided for illustrative purposes only and reflect the theoretical maximum aggregate value of the Free Shares allocated under each tier, assuming allocation at the highest possible share value. Actual allocations are subject to the weighted probability mechanism described in Clause 3.2.A and may be lower.*

**3.6.A.** Clients may participate in the Campaign through multiple deposits during the Campaign Period. Where a Client wishes to upgrade to a higher deposit tier after having already received Free Shares, the Client must apply the Promo Code corresponding to the higher target tier with the subsequent deposit. The Client shall only be entitled to receive the difference between the previously allocated shares and the shares corresponding to the higher qualifying deposit tier specified in Clause 3.6. In any event, the total number of Free Shares allocated to a Client under the Campaign shall not exceed **one hundred (100)** shares in total.

*A Client may participate in the Campaign multiple times during the Campaign Period only to the extent necessary to reach a higher tier under Clause 3.6, subject always to the cumulative cap of one hundred (100) Free Shares.*

For example, if a Client deposits **USD \$2,500** using the Promo Code “**Spring5**” and receives **five (5) Free Shares**, and subsequently deposits an additional **USD \$2,500** using the Promo Code “**Spring10**”, the Client will receive **five (5) additional Free Shares**, representing the difference between the two tiers, and not **ten (10) additional Free Shares**.

**3.6.B.** In cases where a Client makes multiple deposits in order to reach a specific deposit threshold indicated in Clause 3.6, the Client must include the corresponding Promo Code with each individual deposit in order to remain eligible for the total number of Free Shares associated with that tier.

For example, if a Client intends to qualify for **ten (10) Free Shares** under the “**Spring10**” tier by depositing two separate deposits of **USD \$2,500**, the Client must apply the Promo Code “**Spring10**” to each deposit transaction.

**3.6.C.** Where the Client chooses to deposit funds via bank wire transfer, the Client must deposit the full qualifying amount corresponding to the desired tier in a single transaction and clearly include the relevant **Promo Code** with the deposit in order to receive the corresponding number of Free Shares.

*For example, a Client wishing to qualify for **twenty (20) Free Shares** must deposit **USD \$10,000** in a single wire transfer together with the Promo Code “**Spring20**”.*



**3.7.** Shares are allocated randomly from the Campaign share pool and multiple shares from the same company may be allocated.

**3.8.** Free Shares awarded under the Campaign shall be subject to a forty-five (45) day Lock-Up Period. In the event that a Client receives additional Free Shares through subsequent qualifying deposits during the Campaign Period, the Lock-Up Period for all Free Shares allocated under the Campaign shall commence from the date of the most recent qualifying deposit that resulted in additional Free Share allocation. For the avoidance of doubt, any deposits that do not result in the allocation of additional Free Shares shall not affect or restart the Lock-Up Period. For the avoidance of doubt, all Free Shares previously allocated to the Client under this Campaign shall become subject to the new Lock-Up Period and the prior lock-up commencement date shall cease to apply.

**3.9.** During the Lock-Up Period, the allocated shares will be placed on a read-only basis, meaning they cannot be sold, transferred, or otherwise disposed of.

**3.10.** During the Lock-Up Period, the allocated shares cannot be sold, transferred, or withdrawn.

**3.11.** The Client's deposited funds in the **CFD Account** remain fully withdrawable at all times, subject to the provisions of Clause 3.12.

**3.12.** The net new deposit made by the Client in order to qualify for the Campaign, being the deposit amount corresponding to the applicable tier as specified in Clause 3.6, irrespective of any pre-existing balance held in the CFD Account prior to such deposit, must remain in the Client's CFD Account for the duration of the Lock-Up Period. If the Client withdraws funds such that the CFD Account balance falls below the level of the net new qualifying deposit during the Lock-Up Period, the Company reserves the right to cancel the allocated Free Shares. For the avoidance of doubt, any reduction in account balance arising from trading activity, market movements, losses, fees, or any reason other than the withdrawal of the net new qualifying deposit amount shall not be considered for the purposes of this clause and shall not trigger cancellation of the Free Shares.

**3.13.** Upon completion of the Lock-Up Period, the shares will become fully tradable within the Client's **Real Share (DMA) Account**.

**3.14.** In the event that the Company is unable to allocate the specific share instrument due to technical or operational reasons, the Company reserves the right to credit the monetary value of the share to the Client's account instead.

**3.15.** The Campaign is valid from **16/04/2026 until 30/04/2026**, unless extended, amended, or terminated earlier at the sole discretion of the Company.

**3.15.A.** For the avoidance of doubt, any extension of the Campaign Period shall not affect the validity of Free Shares previously allocated to eligible Clients. All such allocations shall remain in full force and effect, and the applicable Lock-Up Period for previously allocated shares shall continue to run uninterrupted from the date of the qualifying deposit that triggered such allocation, unless a subsequent qualifying



deposit is made that results in the allocation of additional Free Shares, in which case Clause 3.8 shall apply.

#### 4. Eligibility

4.1. To participate in the Campaign, the Client must:

a) Be an existing Client of the Company;

b) Have previously executed at least **five (5)** trades on either **CFD** or **DMA** instruments, excluding any transactions related to the allocation, receipt, or disposal of Free Shares received under any campaign organised by the Company;

*Free Shares received under any campaign organised by the Company shall not be considered as a CFD or DMA trade for the purposes of this eligibility criterion.*

c) Enter the applicable Promo Code before making a deposit;

d) Deposit an amount equal to or greater than the qualifying threshold specified in Clause 3.6 into the Client's **CFD Account**;

e) Hold an active **Real Share (DMA) Account** with the Company, into which the Free Shares shall be credited. Clients who do not currently hold a Real Share (DMA) Account may request the opening of one by contacting the Company's Support Department at [support.sc@naga.com](mailto:support.sc@naga.com) . Deposits made into account types other than the **CFD Account** shall not qualify for the purposes of this Campaign.

4.2. Clients who fail to meet the eligibility requirements shall not be entitled to receive Free Shares under the Campaign.

#### 5. Reward Allocation

5.1. All Participants are free to refuse the Free Share within **24 hours** from receipt. They may do so by contacting us at [support.sc@naga.com](mailto:support.sc@naga.com) .

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

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](mailto:support.sc@naga.com) .

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



**5.5.** Participants may also cancel the Free Share at the time of allocation. Participants shall not be entitled to a new Free Share in respect of any refused or cancelled one. In the event that a Participant cancels the allocation of the Free Share, he/she 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 shall receive the Free Share only after all eligibility requirements under Clause 4 have been satisfied, hold an active **Real Share (DMA) Account**, and have deposited the minimum amount corresponding to the selected deposit tier into their **CFD Account**.

## **6. Disqualification**

**6.1.** Participants are not entitled to receive any Free Shares if a Participant does any of the following, including but not limited to:

- a) violate, manipulate, or fail to abide by any of the Terms or any of our applicable Legal Documents agreed upon during onboarding;
- b) fail to log into the Account for **three (3) consecutive months** at any time after the provision of the Free Share has been received or sold, whichever occurs later;
- c) reverse any of the steps as described above;
- d) close the Account and/or withdraw all deposited funds immediately after the Free Share has been allocated.

**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 it sees 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 any 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 form of deceitful or fraudulent activity, then the Company reserves the right, at its sole discretion, to, indicatively but not exhaustively:



- a) withhold the Free Share;
- 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, shall be viewed as the provision of investment advice, investment recommendation, portfolio management, or any other form of discretionary service. The Company does not guarantee the performance of any 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 Share, whether in whole or in part.

**7.10.** If, for any reason, including but not limited to 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 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 of 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 company/ies shall be liable for any damages and/or losses and/or tax implications and/or any other damages, losses, or implications of any nature that may 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 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 for the Campaign, the Client may not earn a Free Share due to the maximum allowable number of either or all Free Shares having been 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 shall have exclusive jurisdiction to adjudicate on such dispute.