



NAGA WELCOME FREE SHARE

Terms and Conditions

Naga Capital Ltd

www.naga.com/en



Campaign Overview

Promoter: Naga Capital Ltd, regulated by the Financial Services Authority of Seychelles ("FSA"), ("Naga Capital", "we", "us", "our").

Website: www.naga.com/en

Governing Law: Republic of Seychelles

Campaign Period: 15/07/2026 00:00 UTC – 31/08/2026 23:59 UTC (the "Campaign Period")

This '**Naga Welcome Free Share**' (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, 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 and may be amended from time to time.

This '**Naga Welcome Free Share**' is valid and effective from the date of its publication on the Company's website 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 organised by the Company, in the context of which each new Client of Naga Capital Ltd may be eligible to earn a Free Share.

1.2. The Campaign is open exclusively to first-time depositors on Naga Capital Ltd and runs entirely through the Client's Real Share (DMA) Subaccount. The CFD (leveraged) Subaccount is explicitly excluded from the scope of this Campaign.

1.3. The Campaign is structured as a real-shares / DMA promotion consistent with the Company's standard approach to real-shares campaigns. Unlike campaigns run on the Company's EU entity, this structure reflects Company policy rather than a specific regulatory requirement, and nothing in this Clause restricts the Company's wider promotional messaging outside of this Campaign.

2. Definitions / Interpretations

'Naga Welcome Free Share' or 'Campaign' means the current free-share campaign described in these Terms, 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 15/07/2026 00:00 UTC until 31/08/2026 (23:59 UTC), unless extended, amended, or terminated earlier under Clause 7.1.

'Client' or 'Participant' means a new client of the Company, being a first-time depositor on Naga Capital Ltd, who satisfies the eligibility criteria described in Clause 4 of these Terms.



'Real Share (DMA) Subaccount' means the subaccount held with the Company that enables direct market access for the purchase and holding of real equity instruments, as distinct from the CFD Subaccount.

'CFD Subaccount' means the leveraged trading subaccount held with the Company. The CFD Subaccount is out of scope for this Campaign; deposits into, transfers into, or activity within the CFD Subaccount do not qualify a Client for the Campaign and do not contribute to Net Deposits.

'Qualifying Deposit' means a first deposit of no less than USD \$50, made by an eligible new Client into their Real Share (DMA) Subaccount during the Campaign Period, after which a Free Share may be allocated in accordance with Clause 3.

'Net Deposits' means, in respect of a Client's Real Share (DMA) Subaccount, the aggregate deposits into that subaccount less the aggregate withdrawals from that subaccount, measured from the date of the Qualifying Deposit onward. An internal transfer of funds out of the Real Share (DMA) Subaccount — including a sweep of funds to the Client's CFD Subaccount — is treated as a withdrawal (see Clause 3.8). Net Deposits are calculated independently of account equity, floating positions, and realised trading results.

'Free Share' means one (1) real, whole equity instrument allocated as a reward under the Campaign, randomly selected from the pool of eligible shares described in Clause 3.3. A Free Share is not a fractional share and is not a cash or bonus credit. The approximate headline value of the Campaign is 'up to \$120', with the actual value depending on the instrument allocated.

'Lock-Up Period' means a period of forty-five (45) days commencing from the date the Free Share is credited to the Client's Real Share (DMA) Subaccount, during which the Free Share is visible on a read-only basis and cannot be sold, transferred, or withdrawn.

'Hold Condition' means the requirement, described in Clause 3.7, that the Client's Net Deposits remain at or above the Qualifying Deposit threshold continuously throughout the Lock-Up Period.

'Operations' means Naga Capital's operations team, responsible for verification, allocation, and final confirmation of Free Shares under the Campaign.

3. About the Campaign

3.1. The Campaign allows an eligible Client to receive one (1) Free Share upon making a Qualifying Deposit into their Real Share (DMA) Subaccount. A Client may receive, at most, one Free Share under the Campaign regardless of the number or size of deposits made during the Campaign Period.

3.2. The Free Share is a real, whole equity instrument — not a fractional share and not a cash or bonus credit — and is credited as a real position directly into the Client's Real Share (DMA) Subaccount.

3.3. The Free Share is allocated at random from a fixed pool of eligible shares. The Client is first allocated to a value tier by probability, and then to a specific share within that tier, equal-weighted by default, as set out below:

Tier	Probability	Eligible Shares	Approx. Price Range
Low	60%	Pfizer, Infineon, Nike, Bank of America, BASF, General Motors, eBay, Porsche	\$25 – \$66
Medium	25%	Mercedes-Benz, Uber, Coca-Cola, Citigroup, Continental	\$60 – \$71
High	15%	Disney, Intel	\$114 – \$123

a Client whose Qualifying Deposit is accepted is first drawn into the Low (60%), Medium (25%), or High (15%) tier, and then allocated one share at random, equal-weighted, from the eligible shares within that tier. A Client drawn into the High tier could therefore receive either Disney or Intel, each with an equal chance within that tier.

3.4. The headline value of the Campaign is advertised as 'up to \$120'. The values indicated in Clause 3.3 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. The Company reserves the right to modify the allocation pool at its discretion where necessary due to availability or operational requirements.

3.5. The Free Share shall be purchased and credited to the Client's Real Share (DMA) Subaccount within [X] Business Days of the Qualifying Deposit being made and all eligibility conditions in Clause 4 being met. This period may be extended at the Company's sole discretion, subject to technical or other issues.

3.6. Free Shares awarded under the Campaign shall be subject to a forty-five (45) day Lock-Up Period commencing on the date the Free Share is credited to the Client's Real Share (DMA) Subaccount. During the Lock-Up Period, the Free Share is visible on a read-only basis and cannot be sold, transferred, or withdrawn.

3.7. Hold Condition. To retain entitlement to the Free Share, the Client must maintain Net Deposits in their Real Share (DMA) Subaccount at or above the Qualifying Deposit threshold continuously throughout the Lock-Up Period.

3.7A. Trading losses do not affect eligibility. Reductions in the Client's account balance or equity arising from trading losses shall not affect the Client's entitlement to the Free Share. The Hold Condition is determined solely by Net Deposits (deposits minus withdrawals), irrespective of trading performance.

a Client deposits USD \$50, receives a Free Share, and the market value of their holdings subsequently falls to USD \$45 due to ordinary price movement, without any withdrawal being made. Net Deposits remain at USD \$50 and the Hold Condition continues to be satisfied.

3.8. Internal transfers treated as withdrawals. For the purposes of the Hold Condition, an internal transfer of funds out of the Real Share (DMA) Subaccount — including a transfer or sweep of funds to the Client's CFD Subaccount — is treated as a withdrawal from the Real Share (DMA) Subaccount. This is necessary to preserve the integrity of the Hold Condition and to prevent circumvention of the Lock-Up Period.

a Client deposits USD \$50 into the Real Share (DMA) Subaccount and receives a Free Share. On day 20 of the Lock-Up Period, the Client transfers USD \$50 to their CFD Subaccount. This transfer is treated as a withdrawal for the purposes of Clause 3.7; Net Deposits fall to USD \$0, the Hold Condition is breached, and the Free Share is forfeited under Clause 3.10.

3.9. Unlock. Where the Hold Condition is continuously satisfied for the full duration of the Lock-Up Period, the Free Share shall become fully tradable and withdrawable upon expiry of the Lock-Up Period.

3.10. Forfeiture. If, at any point during the Lock-Up Period, the Client's Net Deposits fall below the Qualifying Deposit threshold, the Free Share shall be forfeited and the Company reserves the right to cancel, reverse, or adjust the allocation without prior notice. No replacement Free Share shall be issued in respect of a forfeited allocation.

3.11. Deposits made into, or activity conducted within, the CFD Subaccount shall not qualify a Client for the Campaign, shall not count towards the Qualifying Deposit or the Hold Condition, and shall not affect the Lock-Up Period.

3.12. 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 Free Share to the Client's Real Share (DMA) Subaccount instead.

3.13. Any Free Share credited to a Client's account shall be considered provisional and subject to verification, reconciliation, and validation by Operations. Final entitlement shall arise only once Operations has completed all relevant checks to confirm compliance with these Terms.

3.14. The Company reserves the right to correct any errors, inaccuracies, or discrepancies in the allocation of a Free Share at any time. Where a Free Share has been allocated in error or in excess of the Client's entitlement, it shall not form part of the Client's valid entitlement and may be reversed, cancelled, or adjusted by the Company without prior notice.



3.15. Any extension of the Campaign Period shall not affect the validity of Free Shares already allocated to eligible Clients, and the applicable Lock-Up Period for such Free Shares shall continue to run uninterrupted.

4. Eligibility

4.1. The Campaign is open only to new Clients of Naga Capital Ltd who:

- (a) are first-time depositors on Naga Capital Ltd, holding, or opening and funding, an active Real Share (DMA) Subaccount during the Campaign Period (Clients who do not currently hold a Real Share (DMA) Subaccount may request the opening of one by contacting support.sc@naga.com);
- (b) have completed the Company's KYC and onboarding requirements in full; and
- (c) make a Qualifying Deposit of no less than USD \$50 into their Real Share (DMA) Subaccount.

4.2. Deposits made into the CFD Subaccount, or into any account type other than the Real Share (DMA) Subaccount, shall not qualify for the purposes of this Campaign and shall not contribute to the Qualifying Deposit.

4.3. The Company reserves the right to exclude any Client from participation in the Campaign at its sole discretion where it determines, acting reasonably, that such exclusion is necessary for regulatory, compliance, risk management, or operational reasons. Clients who believe they have been excluded incorrectly may submit a formal complaint at complaints.sc@naga.com.

4.4. Employees of Naga Capital Ltd, the Naga Group AG and its affiliates, introducing brokers, and partners are excluded from participation.

4.5. Clients who fail to meet the eligibility requirements set out above shall not be entitled to receive a Free Share under the Campaign.

5. Reward Allocation, Crediting and Withdrawal

5.1. All Participants are free to refuse the Free Share within twenty-four (24) hours of receipt by contacting support.sc@naga.com. Participants may also cancel the Free Share at the time of its allocation. No replacement Free Share shall be issued for any refused or cancelled allocation.

5.2. Subject to Clause 3.5, the Free Share shall be credited within the timeframe stated therein, provided all Terms have been met. This period may be extended at the Company's sole discretion, subject to technical or other issues.

5.3. During the Lock-Up Period, the Free Share is held on a read-only basis. Following its expiry, provided the Hold Condition has been continuously satisfied, the Free Share becomes fully tradable and withdrawable, without any further trading-volume or activity requirement.

5.4. For queries regarding the Campaign, Clients should contact support.sc@naga.com. For complaints, Clients should contact complaints.sc@naga.com.

6. Anti-Abuse Provisions

6.1. The Free Share is awarded in respect of genuine first-time investment activity only. The following activities are strictly prohibited and may result in withholding, cancellation, or clawback of the Free Share, and may result in full disqualification of the Client from the Campaign under Clause 6.2:

- (a) opening or attempting to open multiple accounts, whether personally or through related parties, in order to obtain more than one Free Share;
- (b) making a Qualifying Deposit with no genuine intention of investment, including deposit-and-immediate-withdrawal patterns designed solely to trigger allocation of a Free Share;
- (c) using internal transfers or sweeps between the Real Share (DMA) Subaccount and the CFD Subaccount, or between linked accounts, to manufacture the appearance of Net Deposits (see Clause 3.8);

- (d) coordinated activity between linked or related accounts intended to circumvent the one-Free-Share-per-Client limit in Clause 3.1;
- (e) using the Campaign in conjunction with any introducing-broker or partner incentive structure in a manner that constitutes double compensation for the same deposit; or
- (f) any other activity that, in the Company's sole and reasonable judgement, constitutes abuse or attempted abuse of the Campaign.

6.2. Where the Company determines, in its sole and reasonable judgement, that a Client's activity falls within Clause 6.1, the Company may withhold, cancel, or claw back the Free Share and may disqualify the Client from the Campaign and/or any other Company scheme or campaign with immediate effect.

6.3. The Company reserves the right to investigate any Client's activity during and after the Campaign Period for evidence of abuse, and to withhold, claw back, or reverse a Free Share where abuse is identified, including after crediting.

7. Miscellaneous

7.1. The Company reserves the right to amend, suspend, or terminate the Campaign at any time, including these Terms, provided that any such change shall be communicated to Clients in advance and shall not retroactively prejudice a Free Share already validly allocated.

7.2. The Company's determination of eligibility, allocation, Hold Condition compliance, and any matter of Campaign administration shall be final.

7.3. In the event of any technical error, system malfunction, calculation error, or display error, the Company reserves the right to correct such error at any time, including after the Free Share has been credited. No Client shall acquire any legal right by reason of such error.

7.4. Where any conflict arises between platform displays, Client communications, and these Terms, these Terms shall prevail.

7.5. Failure or delay by the Company to enforce any provision of these Terms shall not constitute a waiver of that provision or of any other provision.

7.6. These Terms are governed by the laws of the Republic of Seychelles. Any dispute arising in connection with the Campaign shall be subject to the exclusive jurisdiction of the courts of Seychelles, without prejudice to the Client's right to refer disputes to the Financial Services Authority of Seychelles in accordance with applicable regulation.

7.7. These Terms supplement, and do not replace, the Naga Capital Client Agreement. In the event of conflict on matters specific to this Campaign, these Terms shall prevail.

7.8. By participating in the Campaign, the Participant acknowledges and consents to abide by the present Terms. Participation does not constitute any form of partnership, association, or joint venture between the Participant and the Company.

7.9. Nothing in these Terms, or in any promotional material, shall be viewed as the provision of investment advice, investment recommendation, portfolio management, or any other form of discretionary service.

7.10. Each Participant is solely responsible for any tax implications of the present Campaign. The Company takes no responsibility for any related tax liability.

7.11. By participating in the Campaign, you consent to the processing of your personal data in accordance with the Company's privacy policy, available on the Company's website.

7.12. The Terms are published on the Company's website in English. Any translation is a courtesy translation only.

7.13. If any term, condition, or provision of these Terms is held invalid by a court decision, the remainder of the Terms shall not be affected.

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



8. Operational

8.1. The Campaign Period runs from 15/07/2026 00:00 UTC to 31/08/2026 23:59 UTC, unless extended or terminated earlier by the Company under Clause 7.1.

8.2. A Client may make one or more deposits into their Real Share (DMA) Subaccount during the Campaign Period; only the first deposit meeting or exceeding the USD \$50 Qualifying Deposit threshold is relevant to allocation of the (single) Free Share — see Clause 3.1.

8.3. For queries regarding the Campaign, Clients should contact support.sc@naga.com. For complaints, Clients should contact complaints.sc@naga.com.

Naga Capital Ltd

Licensed by the Financial Services Authority of Seychelles, Registration Number 8425518-1

www.naga.com/en
