Terms and Conditions

"Portfolio Transfer Free Shares Campaign"

This 'Portfolio Transfer Free Shares Campaign' (the ''Campaign'') is offered by Naga Markets Europe Ltd, a limited liability company incorporated and registered under the Laws of the Republic of Cyprus, with Registration Number HE 251168, and having its registered address at Agias Zonis 11, 3027 Limassol, Cyprus (hereinafter referred to as "Naga Markets Europe 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/eu 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/eu and may be amended from time to time.

This 'Portfolio Transfer Free Shares Campaign' is valid and effective from the date of its publication to the Company's website www.naga.com/eu and it may be suspended and/or terminated and/or amended at any time and at the sole discretion of the Company.

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1. Introduction

1.1. These Terms govern the Campaign that is organized by the Company, in the context of which, each Client of Naga Markets Europe Ltd may be eligible to earn the Free Shares upon completing a qualifying portfolio transfer into a Real Share (DMA) Account.

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

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2. Definitions/Interpretations

'Portfolio Transfer Free Shares Campaign' or 'Campaign' means the current free shares campaign, which is intended to promote Naga Markets Europe 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 17 April 2026 until 31 December 2026 (23:59 GMT).

'Client' or 'Participant' means an existing or new 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.

'Real Share Account (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, as distinct from CFD accounts.

'Portfolio Transfer' means the transfer of eligible securities held with another broker or custodian into the Client's Real Share (DMA) Account with the Company.

'Transfer Completion Date' means the date on which the Company confirms that the relevant portfolio transfer has been completed.

'Original Transfer Value' means the total market value of the transferred securities as assessed on the Transfer Completion Date.

'Credit Date' means the date on which the Free Shares are credited to the Client's account by the Company.

'Lock-Up Period' means a period of one hundred eighty (180) days commencing from the Credit Date, during which the Free Shares cannot be sold, transferred, withdrawn, or otherwise disposed of.

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3. ABOUT THE CAMPAIGN

3.1. The Campaign allows eligible Clients to receive Free Shares upon successfully completing a qualifying portfolio transfer into their Real Share (DMA) Account.

3.1.A Portfolio Transfer Procedure

Step 1 – Submit Your Request
To initiate participation in the Campaign, the Client must submit a portfolio transfer request by sending an email to support@naga.com including the following:

- A clear statement of the Client's intention to participate in the Portfolio Transfer Free Shares Campaign;
- The Client's NAGA account number;

- A recent account statement from the Client's current broker showing all open positions and/or shares held;
- The following details of the Client's current broker or custodian:
    - Account Holder Name;
    - Account Number at the Financial Institution;
    - Name of the Financial Institution.

3.1.B Portfolio Transfer Execution

Upon receipt and verification of the required information, the Company will initiate the portfolio transfer process.

The transfer timeline may vary depending on the size of the portfolio, the number of instruments, and the originating broker or custodian, but typically may take approximately seven (7) to ten (10) Business Days to complete.

The Client acknowledges that such timelines are indicative only and are not within the full control of the Company.

3.1.C Transfer Fee Reimbursement Request

If the Client's originating broker or custodian charges a transfer-out fee, the Client may be eligible to claim reimbursement in accordance with Clause 7 of these Terms.

To request reimbursement, the Client must submit valid proof of the transfer-related costs (such as an invoice or broker statement) within thirty (30) calendar days from the Transfer Completion Date.

Failure to submit the required documentation within this timeframe may result in the Client not being eligible for reimbursement.

3.2. Only transferable securities held with an originating broker or custodian shall be eligible for the Campaign. Cash balances, CFD positions, leveraged products, and any assets not transferable in-kind are excluded from the bonus calculation.

3.2.A The transferred portfolio value for the purpose of the Free Shares allocation shall be determined at the point of transfer completion, based on the official closing market prices of the transferred securities on the date the transfer is confirmed complete.

3.3. The Free Shares award shall be calculated based on the value of the transferred portfolio in accordance with the table below:

Portfolio Value Transferred	Bonus %	Free Shares Value
€10,000	5%	€500
€25,000	5%	€1,250

Portfolio Value Transferred	Bonus %	Free Shares Value
€50,000	4%	€2,000
€100,000	3.5%	€3,500
€250,000	3%	€7,500
€500,000	2%	€10,000
€1,000,000	1.75%	€17,500

3.4. Intermediate transferred portfolio values not listed in the table above shall be assigned to the nearest lower tier.

3.5. The Free Shares shall be allocated and valued at the official closing market price of the relevant security on the date of credit to the Client's account. The Credit Date shall be determined solely by the Company following completion of the relevant eligibility verification.

3.5.A The stated Free Shares Value represents the approximate market value of the relevant Free Shares at the time of allocation and is not guaranteed. The actual number of shares allocated may vary depending on the market price of the relevant instrument(s) on the Credit Date.

3.5.B The specific shares allocated shall be determined at the sole discretion of the Company. The Client shall have no right to select, influence, or defer the allocation of any specific Free Share(s) or the Credit Date.

3.5.C The Company may allocate fractional shares where applicable and operationally available.

3.5.D For the avoidance of doubt, the maximum Free Shares Value available under this Campaign shall be capped at €17,500.

3.6. Clients participating in the Campaign may receive Free Shares depending on the transferred portfolio value as specified in Clause 3.3.

3.6.(A) This Campaign is limited to one (1) Free Shares award per individual Client and per beneficial owner. Clients found to have submitted multiple transfer requests across connected accounts for the purpose of obtaining multiple Free Shares awards shall be disqualified and any awarded Free Shares shall be forfeited in full.

3.6.(B) For the avoidance of doubt, where a Client transfers a portfolio in multiple tranches, the total value of all completed eligible transferred securities received by the Company during the Campaign Period may be aggregated solely at the discretion of the Company for the purpose of determining the applicable tier under Clause 3.3, provided that all such transfers relate to the same beneficial owner and the same Real Share (DMA) Account.

3.6.(C) Where the Company determines that multiple transfers form part of a single transfer instruction or coordinated transfer request, the Company reserves the right to treat such transfers as one combined Portfolio Transfer for the purposes of this Campaign.

3.7. The number of shares granted is fixed at the point of credit and is not subject to retrospective adjustment based on subsequent price movement.

3.8. Free Shares awarded under the Campaign shall be subject to a one hundred eighty (180) day lock-up period commencing on the Credit Date. In the event that the Client receives additional Free Shares in relation to additional eligible transferred securities during the Campaign Period, the Lock-Up Period for all Free Shares allocated under the Campaign shall commence from the Credit Date of the most recent allocation that resulted in additional Free Shares.

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 own assets and funds remain withdrawable at all times, subject always to the forfeiture provisions of Clause 6 below.

3.12. If the Client makes withdrawals during the Lock-Up Period, the Company reserves the right to cancel part or all of the allocated Free Shares in accordance with Clause 6. For the avoidance of doubt, any reduction in account value due to trading activity, market movements, or investment losses 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 that are not subject to forfeiture shall become fully tradable and accessible.

3.14. In the event that the Company is unable to allocate the specific share instrument due to technical, legal, regulatory, operational, or availability reasons, the Company reserves the right to credit the equivalent monetary value of the relevant Free Share(s) to the Client's account instead.

3.15. The Campaign is valid from 17 April 2026 until 31 December 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 relevant Credit Date, unless a subsequent qualifying transfer is made that results in the allocation of additional Free Shares, in which case Clause 3.8 shall apply.

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4. ELIGIBILITY

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

a) Be an existing or new client of the Company;

b) Hold an active Real Share (DMA) Account with the Company into which the qualifying portfolio transfer must be completed. 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@naga.com. Transfers into any other account type shall not qualify for the purposes of this Campaign;

Contact the broker or institution where your shares are held and ask them to transfer your portfolio to NAGA.

c) Submit a valid portfolio transfer request during the Campaign Period via the NAGA platform or by contacting the Company's support team;

d) Complete a qualifying Portfolio Transfer with a minimum transfer value of €10,000;

e) Not be in breach of any of the Company's terms, policies, applicable legal documents, or regulatory obligations at the time of transfer or at any point during the Lock-Up Period;

f) Be subject to any suitability, appropriateness, onboarding, verification, or other regulatory assessments that the Company may be required to perform under MiFID II, applicable CySEC rules, and any other applicable laws or regulations.

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

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5. Reward Allocation

5.1. All Participants are free to refuse the Free Shares within 24 hours from receipt. They can do that by contacting us at support@naga.com.

5.2. You shall receive the Free Shares within three (3) Business Days (a "Business Day" being a day in which banks in the Republic of Cyprus are open for general retail business) after the successful completion of the portfolio transfer, and provided that all Terms have been met. This period may be extended at our sole discretion, subject to technical, operational, legal, regulatory, 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@naga.com.

5.4. If the Client has any complaints in relation to the Campaign, he/she may submit such at complaints@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 a new Free Shares award for any refused or cancelled one(s). 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 Shares after they are successfully onboarded with us, hold an active Real Share (DMA) Account, and have successfully completed the minimum qualifying Portfolio Transfer corresponding to the applicable tier.

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6. Disqualification / Forfeiture

6.1. Participants are not entitled to retain any Free Shares 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) reverse any of the steps as described above;

c) close your Account and/or transfer out all or substantially all transferred assets and/or withdraw funds in a manner that triggers forfeiture under these Terms;

d) provide false, misleading, or incomplete information in connection with the Campaign;

e) engage in abusive, fraudulent, manipulative, or otherwise improper activity in connection with the Campaign.

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.

6.3. Forfeiture of Free Shares is triggered by withdrawals made by the Client during the Lock-Up Period. Forfeiture shall be calculated on the basis of the total cumulative value of all withdrawals made from the Client's NAGA account during the Lock-Up Period, measured against the Original Transfer Value.

6.4. The forfeiture tiers are as follows:

Cumulative Amount Withdrawn	Free Shares Forfeited
0% of Original Transfer Value	0% — No forfeiture
1% – 25% of Original Transfer Value	25% of Free Shares
26% – 50% of Original Transfer Value	50% of Free Shares
51% – 75% of Original Transfer Value	75% of Free Shares
76% – 100% of Original Transfer Value	100% of Free Shares

6.5. The forfeiture calculation is based solely on the cumulative value of outbound withdrawals and transfers during the Lock-Up Period. Redeposits, new fund transfers, or any inbound transactions made after a

withdrawal do not reduce, offset, or nullify the cumulative withdrawn amount for the purpose of the forfeiture assessment.

6.6. Market-driven fluctuations in the value of the Client's portfolio during the Lock-Up Period do not constitute a withdrawal and do not trigger or affect the forfeiture calculation.

6.7. The forfeiture assessment shall be conducted by the Company at the end of the Lock-Up Period. Any Free Shares subject to forfeiture shall be permanently debited from the Client's account at that point.

6.8. For the avoidance of doubt, the denominator used in the forfeiture percentage calculation shall always be the Original Transfer Value, regardless of any subsequent changes in portfolio value.

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7. Transfer Fee Reimbursement

7.1. If the Client's originating broker or custodian charges a transfer-out fee in connection with the Portfolio Transfer, the Company may reimburse such fee(s) up to a maximum of €500 per Client, subject to the conditions set out in this Clause.

7.2. To claim reimbursement, the Client must submit an official fee invoice or broker statement evidencing the transfer-out fee charged, within thirty (30) calendar days of the Transfer Completion Date. Claims submitted after this period shall not be eligible for reimbursement.

7.3. Reimbursement will be credited to the Client's NAGA account within 5 Business Days of receipt and verification of the required documentation.

7.4. Any reimbursement granted under this Clause shall be subject to the same Lock-Up Period as the Free Shares award. If the Client exits the Campaign early and triggers forfeiture under Clause 6, the reimbursement amount shall be debited from the Client's account in full, irrespective of the forfeiture tier applicable to the Free Shares.

7.5. The Company reserves the right to request additional documentation or information in order to verify the authenticity or validity of any reimbursement claim.

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8. NAGA Earn

8.1. Clients participating in the Campaign may also be eligible to participate in the Company's NAGA Earn programme in respect of uninvested cash held in their NAGA account, subject to the terms and conditions of that programme.

8.2. Any rate of return, including any indication of up to 2.4% APY, is variable, may change from time to time based on prevailing market conditions, and is not guaranteed under this Campaign.

8.3. Interest, where applicable under the NAGA Earn programme, shall be calculated and credited in accordance with the specific terms governing that programme.

8.4. Participation in this Campaign does not amend, enhance, replace, or guarantee eligibility under the NAGA Earn programme, which remains subject to its own separate terms and conditions available under the Legal Documents section of the Company's website.

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9. General Conditions

9.1. The Campaign cannot be combined with any other portfolio transfer promotion or bonus offer unless explicitly stated otherwise by the Company in writing.

9.2. The Company reserves the right to withhold, suspend, or permanently forfeit the Free Shares award, any transfer fee reimbursement, or any other Campaign benefit if the Company reasonably determines that the Client has:

- Provided false, misleading, or incomplete information in connection with the Campaign;
- Engaged in abusive, fraudulent, manipulative, or improper activity in connection with the Campaign;
- Breached any provision of these Terms or any applicable Legal Documents of the Company;
- Acted in a manner inconsistent with the spirit, intent, or fair operation of the Campaign.

9.3. Any dispute arising in connection with the Campaign shall be resolved in accordance with the complaints handling procedure of the Company, as may be available on the Company's website. Clients may also have the right to refer complaints to CySEC or to the Financial Ombudsman of the Republic of Cyprus, where applicable.

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

9.5. The Company's decisions regarding eligibility, bonus calculations, forfeiture assessments, reimbursement claims, and all other matters relating to the Campaign shall be final and binding, subject always to the Client's right to submit a complaint in accordance with Clause 9.3 above.

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10. Risk Warning

Trading in financial instruments involves significant risk and may not be suitable for all investors. The value of investments can go down as well as up, and you may receive back less than you invest. Past performance is not indicative of future results. Free Shares received under this Campaign are subject to market risk and their value may fluctuate. This Campaign does not constitute investment advice. Please ensure you fully understand the risks involved before trading. CFDs are complex instruments and come with a high risk of losing money rapidly due to leverage.