

## Terms and Conditions of REFER A FRIEND SCHEME

The “**REFER A FRIEND SCHEME**” (hereinafter referred to as the “**Refer a friend**”) is offered by NAGA Capital Ltd (hereinafter referred to as “**NAGA**” or “**Company**”), 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 CT House, Office 9A, Providence, Mahe, Seychelles (hereinafter referred to as the “**Company**” and/or “**NAGA**”).

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

The Client also acknowledges, confirms, declares and agrees that all the remaining Legal Documents of the Company, as may be found in the Company’s website at [www.naga.com/en](http://www.naga.com/en), have been also read, acknowledged and agreed to. The Client acknowledges, confirms, declares and agrees that the content of the Legal Documents govern the Refer a Friend and that these Terms and Conditions for the Refer a Friend should be read in conjunction to the Legal Documents, as these may be found at Company’s official website at [www.naga.com/en](http://www.naga.com/en) and may be amended from time to time.

This Refer a Friend is valid and effective from the date of its publication to the Company’s Website [www.naga.com/en](http://www.naga.com/en) and it may be amended and/or altered and/or terminated at any time and at the sole discretion of the Company.

### **1. NECESSARY CRITERIA FOR THE ELIGIBILITY OF A CLIENT TO REFER A FRIEND.**

- 1.1. The individual shall be officially registered with the Company as a Company’s Client, pursuant to the Client Agreement of the Company.
- 1.2. During his/her registration procedure with the Company, the first-time Client have acknowledged, confirmed, declared and agreed to the Legal Documents of the Company, as may be found in the Company’s website at: [www.naga.com/en](http://www.naga.com/en).
- 1.3. The Client that will refer another person to the Company (the “**Referrer**”) shall have an existing business or personal relationship with the person (natural or legal) that the Referrer would like to refer.
- 1.4. The Referrer shall acknowledge, confirm, declare, and agree to these Terms and Conditions.
- 1.5. The Client must act in good faith in applying for this Promotion.
- 1.6. The Client must provide true and accurate details and information in connection with this Promotion, including without limitation the Client’s telephone contact details.

- 1.7. The Client must not have previously obtained this Promotion (regardless of the number of accounts which the Client maintains with the Company).
- 1.8. The Client must not be an employee or partner of the Company.
- 1.9. The Client must never have been identified as abusive trader or had a complaint and/or legal case against the Company.
- 1.10. The Referrer shall not present themselves as agents or employees of the Company or any of its Partners or Affiliates.
- 1.11. The person that the Referrer would like to refer (the “**Referral**”) shall open a live account with the Company, subject to NAGA’s standard account opening criteria, as set out in its Client Agreement.
- 1.12. The Referral shall be a new client to the Company, and not having previously held an account with the Company, either live or not (i.e. a non-existing client).
- 1.13. The Referral shall fund his/her trading account with a minimum deposit of 250 units.
- 1.14. The Referral shall open at least one trade, the size of which must be at least 1 lot on an asset of his/her choosing, within 6 months from the date of being referred by the Referrer.
- 1.15. The Referral shall not be an affiliate or part of another introduction program run by the Company.

## **2. THE REWARD**

- 2.1. Provided that the Referrer and the Referral meet the Eligibility criteria set out above, the Company shall credit the Referrer’s live account with a withdrawable amount of 25 units, within 10 business days from the date of the eligible trade being made by the Referral (as referred to in point 1.13. above).
- 2.2. The Company shall have sole and absolute discretion in determining whether the Reward can be awarded to a Referrer.

## **3. GENERAL TERMS AND CONDITIONS**

- 3.1. The Refer a Friend is subject to these Terms and Conditions, as included herein, and are subject to the rest of the Legal Documents, as are applicable to the Company’s client.
- 3.2. The Refer a Friend is applicable to one (1) trading account per eligible Referral and per one (1) IP Address only.
- 3.3. The Refer a Friend is applicable to all types of trading accounts held by any eligible Referrer and Referral of the Company, who meets the necessary criteria, as mentioned above.
- 3.4. The Refer a Friend is not applicable to employees of the Company or any NAGA Group company

or employees of any other NAGA affiliated company.

- 3.5. The Refer a Friend payment will be granted one time only to the Referred and exclusively in connection each Referral made.
- 3.6. The Refer a Friend payment cannot be transferred to any other trading accounts after the it has been provided to the Referrer.
- 3.7. The Refer a Friend cannot be exchanged and/or shifted with any other scheme that the Company may provide from time to time.
- 3.8. The Company reserves the right to terminate and/or alter and/or amend the Refer a Friend without any notice and/or notification of any source, unless a notification may be deemed required by the relevant laws and regulations.
- 3.9. The Company cannot and will not be held responsible under the provisions herein for any omission and/or failure of the Clients to monitor and review any notifications and/or announcement that may be provided by the Company, either via the Company's Website and/or via email.
- 3.10. Notwithstanding the above, any indication or suspicion, at the sole discretion of the Company, of any form of Abusive Trading and/or arbitrage carried out in the trading account, whether independently or in connection with other clients of the Company (including, but not limited to, risk-free profit), abuse (including, but not limited to, trading activity patterns suggesting that the participant's primary aim is financial gain without a genuine interest in trading in the markets or accepting market risk), internal hedging in collaboration with other parties, or misuse, of any kind, of the Company's "Refer a Friend" constitutes a violation of these Terms and Conditions. In such cases, the Company reserve the right, among other remedies, not to apply the Refer a Friend and it may deduct the Refer a Friend from the trading account of transfer any or all funds held in different trading accounts to offset obligations arising from any abusive actions towards the Refer a Friend.
- 3.11. The Company may ask the Client to provide sufficient documentation as the Company thinks fit and necessary in order to be satisfied as to the Clients' identity before granting any bonus.
- 3.12. The Company shall not be held responsible and/or liable in any way for any loss resulting from any potential losses that may be caused by the Referrer or the Referral as a result of either party's trading or in relation to this Programme.
- 3.13. In the event that a Company's client has any inquiry and/or requires assistance in relation to the Refer a Friend, he/she may contact us at [support.sc@naga.com](mailto:support.sc@naga.com).
- 3.14. In the event that an eligible Client wishes to stop using the Refer a Friend that was provided to him/her in his/her trading account, he/she may contact the Company at [support.sc@naga.com](mailto:support.sc@naga.com).

- 3.15. In the event that a Company's client has a complaint in relation to the Refer a Friend, he/she may contact us at [complaints.sc@naga.com](mailto:complaints.sc@naga.com).
- 3.16. These Terms and Conditions do not disclose or detail all of the risks associated with investing in the Company's products and the Refer a Friend. The Client is strongly advised to review the Company's Legal Documents and risk disclosure, which may be found at the Company's website [www.nagacap.com](http://www.nagacap.com).
- 3.17. The language of these Terms and Conditions is English and any other language translation that may be provided is for reference only. In case of any inconsistency or discrepancy between the English and translated context, the original English version shall always prevail.
- 3.18. These Terms and Conditions shall be governed by and construed solely in accordance with the laws of the Republic of Seychelles and the sole and absolute jurisdiction of these Terms and Conditions will be the Courts of the Republic of Seychelles.