



# **NAGA GLOBAL LLC CLIENT AGREEMENT**

**April 2022**

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## 1. INTRODUCTION

- 1.1.** This Client Agreement (hereafter referred to as the “**Agreement**”) is entered by and between **NAGA GLOBAL LLC** (hereinafter called the “**Company**” or “**us**” or “**NAGA**” ) on the one part and the **CLIENT**, which may be a legal entity or a natural person who has completed the Account Opening Application Form and has been accepted by the Company as a Client (hereafter referred to as the “**Client**” and/or “**you**”) on the other part.
- 1.2.** The Company is incorporated under the laws of Saint Vincent and the Grenadines with Registration 1189 LLC 2021
- 1.3.** The Company is authorised as an International Business Company under the International Business Companies (Amendment and Consolidation) Act, Chapter 149 of the Revised Laws of Saint Vincent, and Grenadines, 2009 (hereafter referred to as the “**Law**”).
- 1.4.** The objective of the Company are all subject matters not forbidden by International Business Companies, (Amendment and Consolidation) Act, Chapter 149 of the Revised Laws of Saint Vincent and the Grenadines, 2009, in particular but not exclusively all commercial, financial, lending, borrowing, trading, service activities and the participation in other enterprises as well as to provide brokerage, training and managed account services in currencies, commodities, indexes, CFDs and leveraged financial instruments.
- 1.5.** The Agreement shall be binding upon and shall inure to the benefit of the parties and their permitted successors and assigns.
- 1.6.** The Client by accepting the Company’s Agreement acknowledge, represents, warrants and confirms the following:
- 1.6.1.** I have made my own inquiries about NAGA and the Services to be provided by it and decided to obtain from NAGA the Services and such other services available at or provided by NAGA, and such independently and of my own will and/or through private referral.
- 1.6.2.** I have personally, independently and of my own will, requested to deal with NAGA in connection with the offered Services.
- 1.6.3.** All information provided by NAGA to myself and pertaining to the offered Services, have been provided only upon my request.

- 1.7. By accepting and agreeing to the Client Agreement during the online registration process, the Client agrees to the provision of information through electronic means such as the Company's Website or the verified email of the Client (the "Durable Mediums") due to the nature of the relationship established between the relevant Parties, which is deemed acceptable and appropriate.
- 1.8. The provision of information by means of electronic communication is treated as appropriate and acceptable since the Client has regular access to the internet. The provision by the Client of an email address for the purposes of the carrying on of that business is considered as sufficient evidence. The Company will ensure that the information available within its Website will be always kept up to date.
- 1.9. The Company provides services relating to Real Stocks and CFD instruments, which carry a high level of risk and may result in losing all of your invested capital. Our CFD trading is not appropriate for everyone. An explanation of some of the risks associated with our CFD trading is set out in the Risk Disclosure Statement, , and you should ensure that you fully understand such risks before entering into any business relationship with the Company.

## 2. SCOPE OF THE AGREEMENT

- 2.1. By accepting the provisions herein, the Client enters into a legally binding agreement with the Company. To protect the Client's interests, the Client is requested to carefully read these terms before opening an account with the Company.
- 2.2. A glossary of terms is available as Schedule A herein and forms part of the Agreement.
- 2.3. The Agreement includes, in addition to any Schedules and the Account Opening Form completed by the Client through the Company's Website; any information provided to the Client during the registration procedure.
- 2.4. Please note that there are other documents and information available on the Company's official Website, which do form part of the Agreement, and provide more details on the Company and the Client's activities carried on with the Company, such as:
  - 2.4.1. the Risk Disclosure and Warnings Notice that summarises the key risks involved in investing in Contracts for Differences (hereafter referred to as "**CFD(s)**"), available [here](#);
  - 2.4.2. the Privacy Policy that explains how the Company deals with certain information that the Client provide it with, available [here](#);

- 2.4.3.** Community Standards that provide an overall outline on acceptable behaviours that define what users can and cannot do on NAGA Feed & NAGA Messenger, available [here](#).

### **3. APPLICATION AND COMMENCEMENT**

- 3.1.** The Agreement shall commence once the Client has been informed about their account being activated, after the Client fills in and submits the Account Opening Application Form and the Company has completed due diligence and satisfied its requirements in terms of Know Your Customer (hereafter referred to as the “KYC”) or any other procedures.
- 3.2.** The Client accepts that from the date of the notification, they have fifteen (15) days to provide the Company with the missing documentation. During such a period, the Client can deposit a total amount of up to 2,000 (two thousand) in the Account Currency. If the Client provides the missing documentation in due time, the Company shall update the Client's Account status in a reasonable time and shall inform the Client that the deposit limit has been lifted. If the Client has not provided all the relevant information and/or documentation, to satisfy the Company's KYC in due time, on the 15th day, the Company shall close all existing Open Positions (the time of the closing of the Open Positions is at the discretion of the Company), and all remaining funds must be returned to the Client/beneficial owner, through the same funding method. The procedure for returning the funds must occur immediately, regardless of whether the Client has requested the return of their funds or not. The remaining funds (deposits) include any profits the Client has gained during their Transactions and deducting any losses incurred. The Company will disable any Access Data that has been given to the Client until such date and terminate the Business Relationship. **The timeframe of fifteen (15) days commences from the initial contact.** The initial contact takes place the moment that the Client either accepts the Client Agreement or makes their first deposit, whichever comes first. If the 15<sup>th</sup> day is not a Business Day, then the Company shall take the above-mentioned actions on the last Business Day before the 15<sup>th</sup> day.
- 3.3.** Some areas or parts of the Company's Website and/or the Platform may have different specific Terms of Access and/or use posted thereon, if there is a conflict and/or discrepancy between these Terms and Conditions and any such specific terms of access and/or use, the latter shall have precedence with respect to your access and/or use of such relevant area or part of the Company's Website and/or the Platform.

- 3.4.** Your access and use of the Company's Website and/or the Platform constitute your acceptance of this Agreement and any other legal notices and statements contained on or in our Website and/or the Platform. Your access and use of the Website and/or the Platform is governed by the version of this Agreement that is in effect on the date on which our Website and/or the Platform is accessed and/or used by you.
- 3.5.** For avoidance of doubt, the Company shall not be responsible for any authorised access and/or use by Minors of our Website and/or the Platform in any way or manner and we are not responsible for determining whether any transaction you may enter into via our Website and/or the Platform is suitable, appropriate, or advisable to you.
- 3.6.** In accordance with the foregoing, you hereby represent and warrant, without prejudice to any other representations, warranties and/or covenants made under this Agreement: (a) that you are an individual who can form legally binding contracts under the laws applicable in your country of residence; (b) that you are above the age of eighteen (18) or otherwise above the legal age in your country of residence; (c) that you are domiciled or located in a country where the distribution or use of CFDs would not be contrary to local laws or regulations. It is your responsibility to ascertain the terms of, and comply with any local laws or regulations to which you are subject, (d) that all of the information provided by you to us for the purposes of, or in the context of, opening an account with us and/or accessing and/or using our Website and/or the Platform (in particular, but without limitation, in your Account Opening Application Form(s)) is true, accurate and correct (e) that you have all the necessary rights, power, and authority to enter into this Agreement and to perform the acts required of you hereunder; (f) that you are not a politically exposed person and you do not have any relationship (e.g., relative, associate, etc.) with a person who holds or held during the last twelve (12) months any public position; (g) that you are not an employee or a shareholder of a Listed Company or you are not an employee of a brokerage Firm or a Security Exchange.
- 3.7.** The Client acknowledges that any violation of the above and in case where the Company has identified that the Client has provided, false and/or misleading information to the Company during the onboarding procedure the Company may terminate the business relationship under **Clause 34** of this Agreement, and it is at the Company's discretion to cancel all transactions performed by the Client under this Agreement.
- 3.8.** The Website and/or the Platform is NOT intended to provide legal, tax or investment advice. Any and all information on the Company's Website and/or the Platform is for educational purposes only and is not under any circumstance intended to provide legal, tax or investment

advice and no guarantee is represented from any statements about profits or income, whether expressed or implied.

- 3.9.** You are solely responsible for determining whether any investment, investment strategy or related transaction is appropriate for you based on your personal investment objective, financial circumstances, and risk tolerance. You should consult your legal or tax professional regarding your financial situation.
- 3.10.** NAGA is not authorised by the Commission to provide Independent and/or Non – Independent Advice and shall not give advice to you on the merits of any Trade/Order and shall deal with you on an “execution-only” basis. None of the Company’s personnel are authorised by NAGA or permitted, as per the company’s license condition, to give you investment advice or make investment recommendations. Accordingly, you should not regard any written or oral communication from NAGA as investment recommendations or advice or as expressing our view as to whether a particular trade is suitable for you or meets your financial objectives. You must rely on your own judgment for any investment decision you make in relation to your account. If you require investment or tax advice, you should contact an independent investment or tax advisor.

#### **4. PROVISION OF SERVICES**

- 4.1.** The Company will offer to the Client, on an execution-only basis, access to trading several Financial Instruments in the form of CFDs, also referred to as Leveraged Products and Real Stocks.
- 4.2.** This Agreement should be read in its entirety in deciding whether the Client should acquire and/or continue to hold any Financial Instruments in accordance with the Investment and/or Ancillary Services in relation to Financial Instruments provided by the Company accordingly.
- 4.3.** This Agreement is provided to assist the Client in making an informed decision about the Company, its Services in relation to Financial Instruments provided by the Company, and the risks related to the provision of the Investment and/or Ancillary Services in relation to Financial Instruments and applies to both Retail and Professional Clients.
- 4.4.** The Client understands that CFDs are derivative products and therefore they will not be entitled to own any underlying instrument. The Client also understands that no physical delivery of any Underlying Asset shall occur.
- 4.5.** The Client accepts that the Company is the only execution venue in relation to their trading activity under the Agreement while the Company reserves the right to transmit Client Orders



for execution to third-party Liquidity Providers through an electronic communication platform. In that case, both Parties mutually agree and understand that the Company is the sole counterparty to the Client's trades and any execution of Orders is done in the Company's name.

- 4.6. Both Parties understand that orders may be placed within the normal trading hours of the Company, available [here](#) and on the Company's Website and/or the Platform, as amended from time to time.
- 4.7. The Client will only be able to trade during these trading hours as specified on the Company's Website for that relevant financial instrument. It should be noted that certain Financial Instruments have specific trading timeframes, which can be found on the Company's Website, available [here](#). The Client is responsible for checking these specifications for further details, prior to trading. The Client will be notified of any Company holidays either through the internal email system or via other means, such as through the Company's Website.
- 4.8. The Company will only provide the Client with its services in accordance with the Company's policies and procedures, and so long as the Company is not in breach of any of its legal obligations. There can be instances where the Company will not be able to provide the Client with a reason for refusing the provision of its services, where for instance doing so would be in contrast with the law.
- 4.9. The use of and access to the Company's Trading Platform may not be permitted or may be blocked in some jurisdictions. The Client acknowledges that it is his/her responsibility to verify that they are permitted to use and access the Company's Trading Platform according to the jurisdiction they domicile or any country in which they may be located. Should you try to access the Company's Online Trading Platform from a country other than your country of your domicile it is possible that access will not be permitted, and you will be unable to access the Company's Online Trading Platform and therefore open any positions or close any existing positions.

## 5. THIRD PARTY RESEARCH AND CONTENT

- 5.1. NAGA's Website and/or the Platform may include general news and information, commentary, research reports and data concerning the foreign exchange and financial instruments market and other subjects. Some of this content may be supplied by persons that are not affiliated with us. The source of all such content is clearly and prominently identified

on the Website and/or the Platform and is reproduced with the permission of the respective owners.

## **6. ACCOUNT OPENING**

- 6.1.** Following receipt of the Client's Account Opening Application Form, the Company will use the information the Client has provided it with to conduct further enquiries about the Client, as the Company may deem necessary or appropriate in the circumstances in order for the Company to fulfil its legal obligations; the Company will further use the information the Client provides it with to assess and determine the appropriateness of the Client entering into a business relationship with the Company. This includes, but it is not limited to, verifying the Client's identity information, and/or obtaining references from third party database lists, other financial institutions or the Client's employer. During the client's onboarding procedure and throughout the business relationship with the client, the Company reserves the right to request to contact the client via a recorded audio and/or video electronic communication, where the Company deems as appropriate and based on internal policies and procedures being in line with related legislations.
- 6.2.** In some instances, either on a sample basis or because the Company has reason to believe that further searches are necessary, in order for it to satisfy any legal or regulatory requirement, the Company will conduct other searches with third-party information providers and databases (public or otherwise), including credit searches that appear on the Client's credit history. The Client understands that such enquiries can be conducted at any stage of the relationship and the Client is expected to assist the Company with any additional information, as failure to do so would lead to termination of the relationship between the Client and the Company in accordance with the terms of the Agreement.
- 6.3.** The Client hereby acknowledges, understands, and agrees that they are responsible for providing the Company with correct and accurate information at all times and that the Company can rely on the information the Client has provided it with, both during the onboarding in the Account Opening Application Form, as well as throughout their relationship, unless the Company has any reason to believe that the information the Client has provided the Company with is in any form false, misleading and/or inaccurate. If any of the information the Client has provided the Company with changes, the Client must without undue delay notify

the Company in writing to the email address [service@naga-global.com](mailto:service@naga-global.com). Therefore, the Company at any given time reserves the right to limit, block access and/or terminate and/or close the Client's Account if such information is not provided and/or if any such information provided to the Company appears to, or the Company has concerns that the submitted information may be untrue, inaccurate, incomplete, incorrect and/or falsified in any manner.

- 6.4.** The acceptance of the Client's account will be subject to the outcome of this assessment and the Company reserves the right to refuse to provide any of its services to any person, who, in the Company's reasonable opinion, is not suitable to receive such services.
- 6.5.** When the Company receives the Client's application to open an account, the Company will confirm this to the Client via email and will provide the Client with the details (Access Data) required for them to be able to access their account.
- 6.6.** During the registration process and throughout your trading activity, you are restricted from using a VPN which blocks or redirects your IP to another country. Your IP must reflect your registered and current residential country when creating and operating an account with NAGA.

## **7. WITHDRAWALS REQUESTS**

- 7.1.** The Company shall proceed with the execution of withdrawals upon clients' requests in the method accepted by the Company from time to time since the minimum withdrawal requirements are met.
- 7.2.** The Clients shall place a withdrawal request from their portal for the minimum amount of 50 units.
- 7.3.** The Clients with funds below 50 units in their accounts can request a withdrawal sending an email at [service@naga-global.com](mailto:service@naga-global.com) with their withdrawal request.
- 7.4.** The withdrawals shall be executed by the Company given that the requested amount is subject to 10 units. Withdrawals requests for amounts below 10 units should be rejected by the Company.
- 7.5.** Withdrawals of funds deposited can only be made using the same method used by the Client to fund the Account and to the same remitter unless there is any issue with the execution of withdrawal through the same method and the Company shall request an alternative method for the transfer of the amount.
- 7.6.** The Company reserves the right to request additional details of the Clients' credit/debit card used and/or bank account used for the funding of the account.
- 7.7.** The Company shall not be held liable for any delays and/or expenses as these may occur owed to third parties, such as your bank and/or payment institution and/or credit card provider and/or any other entity processing the withdrawal transaction.
- 7.8.** The Clients who have made a chargeback claim to their debit and/or credit card provider, they will not be in position to request a withdrawal.

## **8. COMMON REPORTING STANDARDS ("CRS")**

- 8.1.** The Company is obligated under the CRS Regulation to collect certain information in relation to the Client. The Client acknowledges that the Company has the right to provide such information to the local tax authorities and they may exchange this information with tax authorities of other jurisdiction(s) pursuant to intergovernmental agreements regarding the exchange of financial information.
- 8.2.** If the Client's tax residence is located outside Saint Vincent and the Grenadines, the Company is legally obliged to pass on financial information provided with respect to the Client to the local tax authorities and they may exchange this information with tax authorities of other

jurisdiction(s) pursuant to intergovernmental agreements to exchange financial account information.

**8.3.** By accepting the Client Agreement, the Client authorizes the Company to provide directly or indirectly to any relevant tax authority or any party authorized to audit or conduct any similar control to the Company for tax purposes, information obtained from the Client or otherwise in connection with the Terms and the transactions and to disclose to such tax authorities any additional information that the Company may have in its possession that is relevant to the Client's account.

**8.4.** Furthermore, the Company does not provide tax advice to its Clients, and therefore if you have any questions about determining your tax residence in any particular country, please contact your tax adviser or your local tax authority. In regard to the declaration of tax residency, please

note that according to the requirements for the validity of self-certification of the standard for automatic exchange of Financial Account information in tax matters by the account holder.

## **9. PLATFORM**

- 9.1.** The Client understands, herewith that subject to the Client's obligations under this Agreement being fulfilled, the Company hereby grants the Client a limited license, which is non-transferable, non-exclusive, and fully recoverable, to use the Platform(s) (including the use of the Website and any associated downloadable software available from time to time) in order to place Orders in a particular Financial Instrument(s). The Company reserves the right to use different Platforms depending on the Financial Instrument.
- 9.2.** The Client understands, herewith, that they are solely responsible for providing and maintaining the compatible equipment necessary to access and use the Platform(s), which includes at least a personal computer or a mobile phone or a tablet (depending on the Platform used), reliable internet access by any means and a telephone or another access line. Access to the internet is an essential feature and the Client shall be solely responsible for any fees necessary in order to connect to the internet.
- 9.3.** The Client understands herewith that the Company has the right to shut down the Platform(s) at any time for maintenance purposes without prior notice to the Client. This will be done only on weekends, unless not convenient or in urgent cases. In these cases, the Platform(s) will be inaccessible. The Company may upgrade or replace the Platform from time to time.
- 9.4.** The Client represents and warrants that they have installed and implemented appropriate means of protection relating to the security and integrity of their computer or mobile phone or tablet, and that they have taken appropriate actions to protect their system from computer viruses or other similar harmful or inappropriate materials, devices, information or data that may potentially harm the Website, the Platform(s) or other systems of the Company. The Client further understands herewith that they undertake to protect the Company from any wrongful transmissions of computer virus or other similarly harmful or inappropriate material or device to the Platform(s) from their personal computer or mobile phone or tablet.
- 9.5.** The Client understands, herewith that the Company will not be liable to the Client should their computer system or mobile phone or tablet fail, damage, destroy and/or format their records and data. Furthermore, if the Client incurs delays and/or any other form of data integrity problems that are a result of their hardware configuration or mismanagement, the Company shall not be liable.

- 9.6.** The Client understands herewith that the Company will not be liable for any disruptions or delays or problems in any communication experienced by the Client when using the Platform(s).
- 9.7.** The Client understands herewith that Orders with the Company are placed on the Platform(s), with the use of Access Data through the Client's compatible personal computer connected to the internet. It is agreed and understood that the Company will be entitled to rely and act on any Order given by using the Access Data on the Platform(s) or via phone, without any further enquiry to the Client and any such Orders will be binding upon the Client.
- 9.8.** The Client understands herewith that, to a reasonable extent, the Company maintains the Software and any other related systems up to date. The Company and/or any relevant third party may perform this maintenance from time to time, which includes shutting down, restarting and/or refreshing the servers to ensure, or procure to ensure the effective and efficient operation of the Software. These actions may cause the Software to be inaccessible and/or inoperative for a period. The Company will use its best efforts to ensure that any maintenance activity will take place outside trading hours; however, the Client understands and accepts that this may not always be possible. Therefore, the Client accepts that the Company will bear no responsibility for any loss, including financial loss and/or loss of opportunity due to maintenance and/or any action or omission of the Company and/or the third-party software provider. For instance, such maintenance activity will occur to add a new symbol or remedy any technical issue.
- 9.9.** The Company will use its best efforts to make the Software and any other systems available. Where the above is not possible, the Company will endeavour, within reason, to provide the Client with prior notice and the Client understands and accepts that the Company cannot guarantee the Software's continuous availability at all times, due to instances including:
- 9.9.1.** failures and/or errors, including failures and/or errors of technological nature such as failure of internet connectivity that may affect the access to the Software, which either the Client or the Company relies on; and/or
- 9.9.2.** suspension of service availability due to maintenance, repairs, updates, developments, and other issues outside of the Company's control.

## **10. PLACEMENT AND EXECUTION OF ORDERS**

- 10.1.** The Company shall take all sufficient steps and efforts to obtain the best possible result for the Client taking into account the relative factors.

- 10.2.** The Client consents and agrees that the latest versions of any of the Documentation and/or Policies published on the Company's official Website shall prevail.
- 10.3.** The Client may place Orders on the Platform(s) or when the Platform is not accessible by phone by using their Access Data issued by the Company for that purpose given that all the Essential Details are provided.
- 10.4.** The Company will be entitled to rely and act on any Order given by using the Access Data on the Platform(s) or via phone without any further enquiry to the Client and any such Orders will be binding upon the Client.
- 10.5.** Orders placed via phone will be placed by the Company on the Electronic Trading System of the Company. Orders are deemed as received by the Company when the Client has verbally agreed upon the Basic Provisions of the Transaction and of any other details requested by the Company over the phone at the time and/or when the Company receives a written document (or electronic Order) containing all Basic Provisions of the Transaction and any other details requested by the Company and the Company confirms the receipt of such Order, in the event the order is not sent via the Company's Platforms.
- 10.6.** The Company will use reasonable efforts to execute an Order, but it is agreed and understood that despite the Company's efforts, transmission or execution may not always be achieved at all due to reasons beyond the control of the Company.
- 10.7.** Orders may be placed within the normal trading hours of the Company, available on the Company's Website and/or the Platform, as amended from time to time.
- 10.8.** The Company shall receive and transmit and/or execute all Orders given by the Client strictly in accordance with Company's terms. The Company shall use its reasonable endeavours to transmit or execute any Order promptly to the Client's best interest, but in accepting the Client's Order the Company does not warrant or represent that it will be possible to transmit or execute the Client Order at all, or that execution of the Order will be possible within the terms of the Client's instructions (whether as to price or size or any other condition).
- 10.9.** The Company will have no responsibility for checking the accuracy of any Order. Any Order that the Client gives to the Company constitutes an irrevocable instruction to the Company to proceed with the Order on the Client's behalf.
- 10.10.** The client understands and agrees herewith that the Company reserves the right to proceed with any Rollover on positions, other than CFDs, under extreme market conditions to ensure the best interest of its Clients.



- 10.11.** The Company may require the Client to close any of his/her positions which may be or have been affected by product termination, no price provider or other relevant reasons, or the Company may close any of such positions at the last available prices without any prior notification to the Client at its sole discretion.
- 10.12.** The Client acknowledges that certain CFDs have an expiry date. On the expiry date an open position on the expiring CFD will be closed automatically at the then prevailing or last available market price. Any affected pending order(s) will be cancelled. Nothing precludes the Client from closing the relevant position and cancelling the affected pending orders prior to the expiry date. The expiry date for the relevant CFD shall be published on the relevant section of the Company's website.

## **11. REAL STOCKS**

- 11.1.** The Company provides execution - only, in Real Stock Trading. The Company also holds and safeguards and/or administers the Client's funds and Financial Instruments, including custodianship. The Company may delegate certain obligations under this Agreement to third parties as provided below.
- 11.2.** Real Stock Trading will be carried out by the Company on a non-advised basis and the Client acknowledges that the Company will not provide him/her under any circumstances with any investment, legal, regulatory, or other form of advice. The Client may wish to seek independent advice in relation to any Transaction they propose to Enter into under this Agreement. The Client acknowledges that it is required to rely on his/her own judgement in entering into, or refraining from, providing us with an Instruction to Deal or from entering into, or refraining from entering into, a Transaction. The Client is not entitled to request the Company to provide him/her with investment advice relating to an Instrument, Instruction to Deal or a Transaction or to make any statement of opinion to encourage the Client to enter into a particular Deal or Transaction.
- 11.3.** The Agreement sets out the terms under which the Client can trade "Real Stocks" using NAGA's Website and/or Platform(s). **It is hereby noted that Real Stocks are not suitable for all clients.** By acknowledging the Terms of this Agreement, the Client fully understands and acknowledges such risks. The terms of this section apply to trades in relation to:
- 11.3.1.** Real Stock transactions made under leverage of 1:1; and
- 11.3.2.** Social trading transactions excluding ETFs' transactions.

- 11.4.** This Agreement applies to Transactions made without leverage. Also, the Client may only sell Instruments held on their account ("Prohibition on going short").
- 11.5.** Without derogating from the generality of **Clause 11.3** above, the following transaction shall be classified as CFD transactions:
- 11.5.1.** Real Stocks transactions with leverage above 1:1;
  - 11.5.2.** All short transactions; and
  - 11.5.3.** Social trading transaction in ETFs.
- 11.6.** By accepting the terms of the Agreement, the Client consents and acknowledges that all trading in Real Stocks shall be made within the Trading Platform. The Company's Trading Platform is not considered as an exchange or a market. This means that the Client can only enter into trades and investments with the Company through the platform, and not through any third parties. Therefore, the Company's services are limited to the Client buying a share or other Instruments on its platform and selling that Instruments on its platform. The Client will not be able to transfer the Instruments out of his/her trading account into their name or another nominee, including for the purposes of selling that Instruments on another platform or to another person.
- 11.7.** The Company does not offer its Share Dealing Services to "US persons" (as defined by the Internal Revenue Service "IRS"). If the Client becomes a US person after their account has been opened, he/she must inform the Company immediately. This may result in the Client's account being closed with any Instruments transferred out or liquidated and cash returned. If the Company allows the Client to trade in Instruments and then identifies the Client as a US person, it reserves the right to close any open positions the Client may hold and then block or close the account.
- 11.8.** The Client understands, acknowledges, and consents that any Market Data presented in NAGA's Website and/or Platform(s) will be provided or made accessible for convenience and information solely to assist the Client in their own investment decisions, and does not amount to investment advice. **The data will therefore be provided or made accessible to the Client without any liability, and the Client should not rely upon the market data in any way.** In particular, any price quoted in the Market Data may differ from the execution price the Client actually obtains.
- 11.9.** The Company in its sole discretion and option may decline to execute any orders for a variety of reasons, including, but not limited to, the size of an order, market conditions, a violation of

any applicable rules or regulations related to the Client's orders, insufficient or inadequate securities or liquid funds in the Client's Account.

- 11.10.** The Client understands and acknowledges that there is no guarantee that his/her order will be filled in full or in part. Where a delay occurs for any reason, NAGA will attempt to execute the order as soon as reasonably practicable. The Client acknowledges and accepts that the market price of the Real Stock may have moved during the time between the receipt and acceptance of the Client's order and the Company's attempt to execute the order. In these circumstances, the third-party who has provided the quotation to the Company is not obliged to honour the indicative price the Client has received and, if that is the case, the Company may reject the Client's order. Such movements in price may be either in the Client's favour or against.
- 11.11.** The Client acknowledges that it may not be possible to cancel or modify an order. Any attempt to cancel or modify an order is simply a request to the Company to do so. NAGA is not liable to the Client if the Company is unable to cancel or modify an order. The Client understands and agrees that, if an order cannot be cancelled or modified, he/she is bound by any execution of the original order. The Client further acknowledges that attempts to modify or cancel and replace an order can result in an over-execution of the order or the execution of duplicate orders and that he/she shall be responsible for all such over-executions or duplications. If the Client enters a cancellation request, he/she agrees to confirm that the cancellation request has been effected prior to entering a replacement order.
- 11.12.** The Client acknowledges that if he/she places an order (whether during normal market hours or when the market is closed), he/she agrees to pay or receive the prevailing market price at the time their market order is executed. The Client understands that the price he/she pays may be significantly higher or lower than he/she had anticipated at the time they placed the order. To avoid paying a higher price and possibly exceeding his/her purchasing power or selling it at a lower price than he/she would like, **the Client may choose to enter a Limit Order.**
- 11.13.** NAGA will publish a Limit Order if it relates to Real Stock admitted to trading on a regulated market and that order cannot immediately be executed under prevailing market conditions, unless NAGA expressly agrees not to publish the Client's unexecuted Limit Orders.
- 11.14.** The Company agrees that if a Real Stock the Client holds in his/her Account is likely to be delisted, the Company will promptly inform the Client accordingly.
- 11.15.** The Client shall only sell Real Stocks held on their account. If the client has instructed NAGA to sell a Real Stock that they do not own at the time of the sale and that is not held on their

account (“Short Transaction”), such instruction shall be an order of CFD transaction, regardless of the leverage.

- 11.16.** The Client acknowledges that NAGA may deal through exchanges and a number of Market Makers. NAGA may place the client’s order(s) outside of an Exchange. By accepting this Agreement, the client agrees to NAGA entering into transactions on his/her behalf outside a regulated market.
- 11.17.** To ensure the execution of a Client’s order, NAGA may aggregate orders received from its clients. Aggregation means that the Company may combine the Client’s order with those of other clients of the Company for execution as a single order, if NAGA reasonably believes that this is in the overall best interests of its clients as a whole. However, on occasions, aggregation may result in the Client obtaining a less favourable price once their order has been executed. The Client acknowledges and agrees that the Company shall not have any liability to the Client as a result of any such less favourable price being obtained.
- 11.18.** The Company may request the Client to sign the relevant US tax form before it accepts an Instruction to Deal from the Client to Buy an Instrument in relation to Shares (Instruments) listed in the US. If the Client has not previously provided the Company with a valid US tax form and he/she already holds US Shares, the Company may request to complete the relevant US tax form. If the Client does not return the signed and completed US tax form before the date the Company specifies (usually 30 days), the Company reserves the right to sell the Client’s US Shares. The Client has an ongoing obligation to inform the Company if his/her tax status changes. The Company may apply the default rate of taxes applied by the relevant tax authorities.
- 11.19.** The Client acknowledge that the Company has the right to place a limitation to sell any or all Investments or suspend the Client’s account in the following cases, but not limited to:
- 11.19.1.** where there is a suspicion of unlawful activity;
  - 11.19.2.** where the Company, in its reasonable discretion, considers there is a suspicion of restricted or abusive trading activity;
  - 11.19.3.** when the Company have issued the Client with a notice informing him/her of its intention to end the business relationship/close their account;
  - 11.19.4.** where the Company has reasonable grounds to believe that allowing the Client to continue trading will be detrimental to the Client; or
  - 11.19.5.** where the Client has not provided their express consent whenever the Company have requested such.

- 11.20.** The Company is not obliged to, but it may arrange for the Client to receive the report, accounts and other information issued by a company. The Company is not obliged to notify the Client of or arrange attendance at any annual general meetings or extraordinary general meetings applicable to the Client's Instruments, and/or arrange the exercise of any voting rights attached to securities the Company holds on the Client's behalf, whether exercisable at an annual general meeting or otherwise. The Company is also not obliged to inform the Client of any class action or group litigation that is being proposed or taken, concerning the instruments that the Company is holding on the Client's behalf.
- 11.21.** The Company will be responsible for claiming and receiving dividends, interest payments and other income payments accruing to the Clients instruments, the Company holds on the Client's behalf. The Company may, but is not obliged to, offer the Client any other rights or special offers that are made available to holders of such instruments. As the Company will hold the Client's Instruments in one or more pooled accounts, the Client may receive dividends or distributions net of applicable taxes which have been paid or withheld at rates that are less beneficial than those that might apply if the Instruments were held in the Client's own name or not pooled. However, it will be the Client's responsibility to satisfy these liabilities if the Company did not make such deduction(s).
- 11.22.** A corporate event is something which will bring about a change to the Instruments the Client holds (such as but not limited to share consolidation or share split, reorganisations, mergers, dividends distributions, etc). Corporate events can be subject to immediate changes without notice. The Client accepts that any corporate event can take place at any time. The Client acknowledges and accepts that these changes are beyond the Company's control, which will not be liable for any financial losses that may occur as a result of these delays. If a corporate event impacts an Instrument in the Client's account, the Company will use reasonable endeavours to adjust the Instruments in the Client's account in a way that is fair and which aligns with market practices, depending on the circumstances of each event and according to the Company's reasonable discretion, although the Company is not obliged to do this. Adjustments may include changing the price or quantity of Instruments in the Client's account, to reflect the economic equivalent of such rights. Notwithstanding the above, the Company reserves the right to close out any open positions impacted by a corporate event (including but not limited to delisting and insolvency) in a fair way and taking into account the treatment the Company may receive from Exchange or Underlying Markets or its counterparty and/or any relevant third party. In this respect, the Company may make any

required adjustment (price, quantity, or any other adjustment) resulting from the corporate event as may be applicable. The Company may close out open positions prior to or following such corporate events at its sole discretion.

**11.23.** The Company will reflect a corporate event on the Client's trading account as soon as practicable after the Company has received confirmation that the corporate event has been completed from its custodians.

**11.24.** Adjustment of Instruments in the Client's trading account after a corporate event may create tax liabilities for the Client. The Company may deduct tax when making adjustments.

**11.25.** The Client shall not act in any way other than in the normal course of business, or seek to manipulate the relevant financial market and/ or the Company's Trading Platform, including but not limited to entering into a transaction which may qualify as:

**11.25.1.** Market abuse (including but not limited to an insider trading or abusive use of confidential information) or any similar practices which may qualify as market abuse;

**11.25.2.** Scalping;

**11.25.3.** Acting in concert with a third party or similar abusive or manipulating way of using the Trading Platform;

**11.25.4.** Trading Platform abuse, price manipulation, time manipulation or similar practices.

**11.25.5.** Exploiting errors in prices, etc.

**11.26** The Client who trades Real Stocks using the Company's website and/or Platform(s) to shall be eligible to qualify for participation in competition(s) powered and offered from time to time by the Company and/or the related entities of the Company's group, provided that he/she satisfies the criteria set out in the relevant terms and conditions governing such competition(s).

## **12. CRYPTOCURRENCIES**

**12.1.** The Company's platform allows the Client to submit the Orders to buy or sell Cryptocurrency.

**12.2.** The Company has the right to change the Cryptocurrency offered for trading from time to time at its sole discretion without providing any prior notice.

**12.3.** The Cryptocurrency services offered by the Company are differentiated depending on the type of position the Client enters into, their country of residence and the date on which they entered into their position. In this respect, some trades, including historical open trades, in Cryptocurrency may not be carried out through the Company's trading service and will

instead be carried out as CFD trades. If the transaction the Client enters into is a cryptocurrency CFD, this will be specified on the transaction platform and/or their account statement.

- 12.4.** The Client recognizes that the Order should only be submitted after careful consideration and the Client understands and accepts the consequences of its execution. The Client agrees that as soon as the Order is executed, such transaction is irreversible and may not be cancelled. Transactions will be executed instantly upon the matching of the Buyer's and the Seller's Orders without prior notice to the Seller and the Buyer and will be considered to have taken place at the execution date and time.
- 12.5.** The Company's cryptocurrency trading service is an unregulated service which is not governed by a certain regulatory framework. In this respect, no central bank can issue more currency or take corrective measures to protect the value of the Cryptocurrency in a crisis. The Company will endeavour to enable the Client to benefit from rules relating to best execution and safekeeping of client assets to the extent required by applicable rules.
- 12.6.** The Company's cryptocurrency trading is not appropriate for everyone. Cryptocurrencies are volatile products, which means the prices of the products can change rapidly and are therefore unpredictable. Due to these price fluctuations, the Client's holdings may significantly increase or decrease in value at any given moment, and this may result in a loss of all the capital they have invested in a transaction.
- 12.7.** The Client should only use the Company's cryptocurrency trading service if:
  - 12.7.1.** they have sufficient and relevant knowledge about or experience in, trading in volatile markets;
  - 12.7.2.** they are trading with money they can afford to lose;
  - 12.7.3.** they have a high-risk tolerance;
  - 12.7.4.** they want to gain short term exposure to a product/market; and
  - 12.7.5.** they have time to manage their transactions on an active basis and understand that active management may be required at short notice due to the volatility of the Cryptocurrency market.
- 12.8.** The most important risks when trading Cryptocurrency include:

- 12.8.1. the actual market rate at which a market order or trade is executed may be different from the prevailing rate indicated via the Cryptocurrency trading services at the time of the Client's order or trade, particularly during periods of high volume, illiquidity, fast movement or volatility in the marketplace for any Cryptocurrency;
- 12.8.2. the actual market rate at which a market order or trade is executed may be different from the rate that is displayed on the Company's platform at the time that the Client makes their order, if prices are fluctuating substantially;
- 12.8.3. the Cryptocurrency' value is not protected by any central bank that can take corrective measure in case of a crisis;
- 12.8.4. Cryptocurrency may become 'delisted' or unsupported at any time, which means they may no longer be offered for sale or exchange on markets. In this case, the Cryptocurrency may become worthless;
- 12.8.5. under certain market conditions, the Client may face difficulties or find it impossible to liquidate a position, such as where the market reaches a daily price fluctuation limit or where there is insufficient liquidity in the market;
- 12.8.6. due to the digital nature of Cryptocurrency, the risk that third parties may obtain unauthorised access to the Client's information and/or their assets is heightened;
- 12.8.7. any third party networks utilised by the Client will be subject to any changes and/or amendments in their systems and to any Applicable Law which may apply to them.  
**The Company is not responsible for any failure, mistake, error, or breach of any third-party networks and in this respect it does not guarantee any services provided by and the security of any third party networks;**
- 12.8.8. the Company does not own or control the software underlying the Cryptocurrency in respect of which Cryptocurrency' CFDs are available for trading on the Naga Trader platform. The underlying protocols are subject to sudden changes in operating rules, and such changes may materially affect the value, function, and/or even the name of the Cryptocurrency which the Company offers;
- 12.8.9. the Company holds the right to execute Client's orders through, or hold Cryptocurrency and currencies with, a third party. These third parties may not be banks. In this respect, if a company holding the currencies or Cryptocurrency fails, is hacked, or goes out of business, the Client's funds and assets are not protected. In particular, the Company may only have an unsecured claim against that third party on the Client's behalf; and



- 12.8.10.** losses incurred due to Cryptocurrency' trading will not be eligible for any compensation either by the Company or by any governmental body.
- 12.9.** The Client is encouraged to carefully consider whether trading or holding Cryptocurrency is suitable for them, and whether this is in line with their financial circumstances. **The Client should ensure that they fully understand how Cryptocurrency work (including all associated risks and costs) prior to using the Company's Cryptocurrency' trading services.**
- 12.10.** In addition to the above the Client should only proceed with Margin Trading if they have time to manage their transactions on an active basis and understand that active management may be required at short notice:
- 12.10.1.** due to the volatility of the Cryptocurrency' market, which will be increased as a result of leverage;
- 12.10.2.** as a result of the Company changing margin requirements, including for open positions; and/or
- 12.10.3.** as a result of the Company giving a very short notice to the Client, or due to a Force Majeure, or no notice at all, of changes to margin requirements.
- 12.11.** The Company holds the right to suspend the Client's trading account and block all Cryptocurrency or/and Fiat currency contained therein in case of non-fulfilment or unduly fulfilment of this Agreement by the Client.
- 12.12.** The Company's responsibility shall be limited to using reasonable technical efforts to ensure the receipt of the cryptocurrency transferred. When initiating cryptocurrency transactions to a user who is not the Company's Client, the Company's responsibility shall be further limited to ensuring the transfer of the necessary technical data to the cryptocurrency network.
- 12.13.** The Company is not responsible for any malfunction, breakdown, delay or interruption of the Internet connection or any reason its site is unavailable at any given time.
- 12.14.** In case of changes in the legislation of a particular country, the consequences of which are stricter regulation of a Cryptocurrency presented on the Platform, the Company may restrict trading on a certain pair with such a Cryptocurrency for Clients who are subject to such changes in legislation.

- 12.15.** In case the Client receives an amount exceeding their withdrawal request, due to a Platform's technical problem/error/glitch, the Client should immediately notify the Company and to return the exceeding amount to the Company's account. In case of such return the Client agrees that the Company has a right to unilaterally withdraw this exceeding amount from the Client's account without notification.
- 12.16.** The Client acknowledges and agrees that he/she is responsible for properly checking and filling in all Transaction's details during the Deposit or the Withdrawal of Cryptocurrency and/or Fiat. In this respect, the Client acknowledges and agrees that in case the Transaction details are not specified or incorrectly indicated within the Transaction the Client may lose his/her funds.
- 12.17.** The Client acknowledges and agrees that due to the inherent nature of the cryptocurrency networks, depositing and withdrawing Cryptocurrency into/from their Account may require a certain amount of time.
- 12.18.** Unverified users may not be allowed to withdraw any Cryptocurrency from their Account.
- 12.19.** In case the Client discovers transaction activity, including but not limited to unknown deposits and withdrawals that was not initiated by them, the Client shall immediately notify the Company. Otherwise, the Company reserves the right to freeze the Account until the finalisation of the investigation.
- 12.20.** Prior to trading, the Client should consider the Transaction fee rates published on the Company's Website and/or Platform. However, the Company reserves the right to change the Transaction fee rates from time-to-time publishing updates on its website.
- 12.21.** Minimum and maximum price, as well as minimum and maximum order amount vary for each trading pair.
- 12.22.** For specific type of orders, the Transaction fee may differ from those published on the Company's Website. Transaction fee rate shall be disclosed before the order execution.
- 12.23.** The Transaction fee, other charges, as well as the charge procedure can be changed/reviewed unilaterally by the Company from time to time and such changes shall become effective the moment they are posted on the Company's Website and/or Platform.

- 12.24.** The Client acknowledges and agrees that every Cryptocurrency’s network can deduct its own network fee.
- 12.25.** The Company reserves the right to suspend or terminate the Client’s Account at any time if it reasonably suspects to be required to do so by the law or in order to comply with recommendations issued by a relevant government authority or recognized body for the prevention of financial crime.
- 12.26.** It is strictly forbidden to use the trading account for any illegal purposes. The Company will report any suspicious activity that comes to its attention to the relevant law enforcement.
- 12.27.** The Client shall ensure that they do not use the Company’s services for transactions relating to:
- 12.27.1.** money laundering, terrorist financing, proliferation of weapons of mass destruction;
  - 12.27.2.** human trafficking;
  - 12.27.3.** any goods or services that are illegal or the promotion, offer or marketing of which is illegal or that are offered in connection with illegal, obscene or pornographic content, depict children or minors in sexual postures, depict means of propaganda or signs of unconstitutional organisations glorifying war or violating human dignity;
  - 12.27.4.** drugs, narcotics or hallucinogens;
  - 12.27.5.** weapons of any kind;
  - 12.27.6.** illegal gambling services;
  - 12.27.7.** Ponzi, pyramid or any other “get rich quick” schemes;
  - 12.27.8.** goods that are subject to any trade embargo;
  - 12.27.9.** media that is harmful to minors and violates laws and, in particular, the provision in respect of the protection of minors;
  - 12.27.10.** body parts or human remains;
  - 12.27.11.** weapons or explosive materials; or
  - 12.27.12.** any other illegal goods, services or transactions.

### **13. REPORTING TRANSACTIONS AND ACCOUNT STATEMENTS**

- 13.1.** The Client acknowledges that confirmation of Transactions’ execution on each trading day will be available through the Company’s Trading Platform and through the clients registered email as each Transaction is executed. If orders were placed through the Company’s Online

Trading Platform, confirmation of execution and statements of the Client's trading account, in the absence of manifest error, shall be deemed correct, conclusive, and binding upon the Client, if not objected to within three (3) days by e-mail.

- 13.2.** The Client acknowledges that in cases where prevailing market represents prices different from the prices posted online by the Company's Trading Platform, the Company will attempt, on a best-efforts basis and in good faith, to execute Market Orders on or close to the prevailing market prices. This may or may not adversely affect Client's realized and unrealized gains and losses.

#### **14. PRICE ERRORS**

- 14.1.** A "Price Error" means an obvious misquote by NAGA, or any market, exchange, price providing information source or official on whom the Company reasonably relies, having regard to the market conditions at the time of a trade is placed.
- 14.2.** When determining whether a situation amounts to a Price Error, NAGA may take into account all information in its possession including, without limitation, information concerning all relevant market conditions and any error in, or lack of clarity of, any information source or announcement.
- 14.3.** NAGA will, when making a determination as to whether a situation amounts to a Price Error, act fairly towards the Client but the fact that the Client may have entered into a corresponding financial commitment, contract or trade in relation to an order placed with NAGA shall not be taken into account by the Company in determining whether there has been a Price Error. The Company reserves the right, without prior notice to:
- 14.3.1.** Amend the details of such order to reflect what it reasonably considers in its discretion, acting in good faith, to have been the correct or fair terms of such order if the Price Error(s) has not occurred;
- 14.3.2.** If the Client does not promptly agree to any amendment made which the Company proposes under this clause [which the Company will notify the Client via the Website and/or Platform(s)] the Company may void any transaction resulting from or deriving from a Price Error, such that the result is the same as if it had never been made; and/or
- 14.3.3.** Not take any action at all.
- 14.4.** NAGA may take any reasonable steps for any trades executed at prices resulting from a Price Error(s) (as defined herein), such as computer errors, misquotes or omissions, or at prices that

are clearly at odds with the fair market prices. Acting reasonably and in good faith, the Company may take the following actions to trades based on a Price Error:

- 14.4.1.** Void trade;
  - 14.4.2.** close the trade at the current market price; or
  - 14.4.3.** amend the opening and/or the closing price of the trade, as if it would have been executed in the absence of the Price Error.
- 14.5.** NAGA will not be liable to the Client for any loss, cost, claim, demand or expense that they suffer (including loss of profits or any indirect or consequential losses) resulting from a Price Error, including where the Price Error is made by any information source or from the Company's decision to do anything under sub-clause **14.3** above, except to the extent that it is caused by the Company's own fraud, wilful default or gross negligence.
- 14.6.** If a Price Error has occurred and the Company chooses to exercise any of its rights under **sub-clause 14.3**, and if the Client has received any monies from the Company in connection with the Price Error, those monies are due and payable to the Company with immediate effect, and the Client must return an equal sum to the Company without delay.
- 14.7.** NAGA reserves the right to refuse any trades placed by the Client that it judges to be clearly outside the prevailing market price such that they may be deemed non-market price transactions, whether due to Price Error or stale, incorrect or broken price feeds.

## **15. DECLINE OF CLIENT'S ORDERS**

- 15.1.** Without prejudice to any other provisions herein, the Client understands, and agrees herewith that the Company has the right and is entitled, at any time and at its discretion, without giving any notice and/or explanation, to refuse to transmit or execute any Order, to restrict the Client's trading activity, to cancel Client's Orders, and the Client has no right to claim any damages, specific performance or compensation whatsoever from the Company, in any of the following cases:
- 15.1.1.** whenever the Company deems that the Order aims at or may aim at manipulating the market of the Securities or any other Financial Instruments, constitutes an abusive exploitation of privileged confidential information (insider dealing), or contributes to the legislation of proceeds from illegal acts or activities (money laundering), or affects or may affect in any manner the reliability or smooth operation of its Platform(s); or
  - 15.1.2.** whenever there are no available cleared funds deposited with the Company and/or in the Nominated Bank Account to pay all the charges relating to the said Order. In

calculating the said available funds, all funds required to meet any of the Client's obligations include, but without limitation, obligations which may arise from the possible execution of other previously registered purchase Orders, which will be deducted from the cleared funds deposited with the Company and/or in the Nominated Bank Account; it is understood that any refusal by the Company to transmit or execute any Order shall not affect any obligation, which the Client may have towards the Company or any right which the Company may have against the Client; or

- 15.1.3.** where the Company suspects that the Client is engaged in money laundering activities or terrorist financing or tax offences and/or other criminal acts; or
  - 15.1.4.** internet connection or communications are disrupted; or
  - 15.1.5.** where the legality or genuineness of the Order is under doubt; or
  - 15.1.6.** in consequence of lawful claims or requirements of corresponding organized trading platforms, Affiliates of the Parties, as well as in consequence of lawful claims of third parties; or
  - 15.1.7.** the Client has failed to meet a Margin Call of the Company; or
  - 15.1.8.** the Company received from the Client the notice of Termination of this Agreement;  
or
  - 15.1.9.** a Force Majeure Event has occurred; or
  - 15.1.10.** in an Event of Default of the Client; or
  - 15.1.11.** under Abnormal Market Conditions; or
  - 15.1.12.** the Company has sent a notice of Termination of this Agreement to the Client; or
  - 15.1.13.** it is impossible to proceed with the Order due to condition of the market, customs of a trading volume.
- 15.2.** The Client understands, accepts, agrees, and declares herewith that they shall not knowingly give any Order or instructions to the Company which might instigate the Company taking action in relation to paragraph above herein.
- 15.3.** The Client acknowledges understands, accepts, and agrees herewith that the Company may refuse to accept any order from a Client in its absolute discretion and/or having accepted any order may decline to execute it, and shall not be obliged to give the Client any justification and/or reason for doing so.

## **16. SWAP-FREE ACCOUNTS**

- 16.1.** The Company, following the request of an Islamic Account, may enable swap-free trading for ten (10) calendar days. Upon the lapse of the ten (10) days, the Company shall charge the swap fee to accounts holding open positions accordingly. The Client agrees that a carry commission (equivalent to swap charges) may apply.
- 16.2.** The Company reserves the right to disable swap-free trading and/or retrospectively charge the swap fee, at its sole discretion and/or in the event of suspicion of swap abuse and/or in the event of default.

## **17. COPY TRADING**

- 17.1.** Our Social Trading Features Services assists the Client in testing, evaluating, and selecting the Client's investment strategy by providing the Client with detailed account information, trading history, risk profile and other pertinent information that the Client should consider before electing to copy a specific account. In doing so, the Client should bear in mind all aspects and factors including, but not limited to, the risk nature of the copied account and investment objectives.
- 17.2.** The Company will be responsible to the Client for:
- 17.2.1.** executing all instructions generated by the Social Trading/Copying Trades Services at the price executed by the Master Trader.
- 17.3.** The Company does not provide investment advice, nor provides any personalized investment recommendations and/or advise the Client on the merits of any investments, either with respect to its Social Trading/Copying Trades services or any Service.
- 17.4.** In making a decision to Copy a specific trader or traders, strategy and/or portfolio, the Client has considered his/her entire financial situation including financial commitments and the Client understands that using Social Trading Features is highly speculative and that the Client could sustain significant losses exceeding the amount used to copy a trader or traders, and the Client cannot lose more than the equity in the Client's account. Please note that the Company is unable to provide any guarantee as to the performance of any particular investment, account, portfolio, or strategy.
- 17.5.** Without derogating from the generality of the foregoing, the Client acknowledges the Risks Associated with Social Trading Features and particularly Social Trading/Copying Trades Services, as more fully described herein, including but not limited to, automated trading execution whereby the opening and closing of trades will happen in the Client's account

without the Client's manual intervention unless the Client chooses to close the copy trade and takes decisions independently from the master trader.

- 17.6.** The Client hereby authorizes the Company to limit and/or withhold its Social Trading/Copying Trades services based on the Client's investment profile in accordance with its policies and procedures.
- 17.7.** The Client further authorizes the Company to execute any and all transactions and/or positions undertaken by the trader, account, portfolio and/or strategy the Client chose to Social Trading/Copying Trades, including without limitation, Social Trading/Copying Trades, stop Social Trading/Copying Trades and/or pause Social Trading/Copying Trades another trader, account, portfolio and/or strategy and setting limits to any position (including copy position). These actions are done automatically once initiated by the Client and do not require any prior consultation, consent, or approval of ongoing activity/copied trades. The Client hereby confirms and acknowledges that at any time, and upon the Company's sole discretion, the Company can stop, pause, restrict and/or limit any Social Trading/Copying Trades activity performed by the Client.
- 17.8.** The Client remains, at all times, solely responsible for both monitoring, selecting, and assessing:
- 17.8.1.** the suitability of the copied accounts; and/or
  - 17.8.2.** the overall performance of the copied trader, account, portfolio and/or strategy.

In particular, when Social Trading/Copying Trades, the Client further authorizes the Company:

- 17.8.3.** to copy or stop copying any trader, account, portfolio and/or strategy, at its sole and absolute discretion; and/or
  - 17.8.4.** to open and/or close any position available on the Company's websites/applications, at its sole and absolute discretion to set limits to any position (including copy position); and/or
  - 17.8.5.** to close any such account, portfolio and/or strategy, at its sole and absolute discretion, with or without notice to its copiers.
- 17.9.** The Company shall continue to be committed to exercising reasonable endeavours to monitor the performance of copied trader, account, portfolio and/or strategy, against parameters established by it, which may include, risk behaviour, profitability, drawdown, and any other parameters deemed relevant by the Company and to stock and/or block any trader, account, portfolio and/or strategy from being copied.



- 17.10.** In furtherance to its authorization set forth in the Section above, the Company reserves the right to pause, to copy or stop copying any trader, account, portfolio and/or strategy, at its sole and absolute discretion.
- 17.11.** Without derogating from the generality of the above Sections, the provision of Social Trading Features and/or our Social Trading/Copying Trades services does not constitute investment advice on the Company's part. The Client is using the Social Trading Features at the Client's own risk and the Company, and its affiliates, employees, clients and agents will not be liable for any losses that the Client may sustain as a result of the Client using such features. Neither the Company (with respect to Company's Portfolios) nor any copied trader, account, portfolio and/or strategy guarantees the future performance of the Clients Account, any specific level of performance, the success of any investment strategy. Investment strategies are subject to various market, currency, economic, political, and business risks. Investment decisions may not be profitable and may result in the loss of the Client's entire invested amount. Past performance is not a guarantee or prediction of future performance.
- 17.12.** The Client should note that the Company may take the same or similar positions in specific investments for its other clients and its own accounts as the Company does for the Client, or the Company or its other customers may open trades in an opposite direction to the Client's positions. The Company has no obligation to purchase or sell, or to recommend for purchase or sale in the Client Account, any security which the Company may purchase or sell for its other clients and its own accounts. The Client should further note that the Company may elect to remunerate their copied traders. The Company reserves the right to review fees, charges and commissions for the services is offering. The provision of the Social Trading/Copying Trades is subject to similar costs to be carried by the Client. These appear on Social Trading/Copying Trades, the Company's website and/or Platform(s) and it is the Client's responsibility to check for updates regularly. It is the Client's right to ask for further clarifications should the Client require so.
- 17.13.** To the maximum extent permissible under the applicable law, the Company will not be liable for:
- 17.13.1.** any loss arising from adhering to the Client written or oral instructions; and/or
  - 17.13.2.** any loss that the Client may suffer by reason of any decision made or other action taken by an account elected to be copied by the Client, including without limitation, a Company's Portfolio; and/or

- 17.13.3.** specifically, any loss arising from any investment decision made or other action taken or omitted in good faith by any copied account, strategy and/or portfolio, including without limitation a Company's Portfolio. Nothing in these Terms and Conditions will waive or limit any rights that the Client may have under any applicable laws which may not be waived or limited.

## **18. SIGNALS TRADING**

- 18.1.** By using the Company's Signals, the Client agrees to the privacy policy and terms of use stated below, therefore the Client is strongly advised to read this section very carefully.
- 18.2.** The provisions herein include the details of the specific services which the Company will provide, and it sets out the obligations and rights applying between the Client and the Company.
- 18.3.** The Company does not hereby guarantee the accuracy, correctness, or completeness of information available from its services and therefore will not be liable for any loss incurred.
- 18.4.** The Company's Signals do not provide investment advice, not provide any personalized investment recommendations and/or advice in making a decision to trade. No guarantee is made that any user of this service will or is likely to achieve results advised by the widget. There is often a large difference between theoretical performance and the actual results later reached by any trading platform. There are many influencing factors related to either the market, in general, or to the specific implementation of any signals which can affect actual trading buy/sell results.
- 18.5.** By accepting the provisions herein, the Client hereby agrees that he/she has considered their entire financial situation including financial commitments and he/she understands that Trading is highly speculative and that he/she could sustain significant losses.
- 18.6.** The Company will not be liable for the acts, omissions or with regards to delay or non-delivery of any means of notifications regarding signals alerts or calendar event alerts. It should not be presumed that the methods, techniques, or indicators presented will result in profits or that they will not result in losses.
- 18.7.** The Company takes no responsibility for the Client's trading activity and results. Past results are not necessarily indicative of future results.
- 18.8.** The Company expressly disclaims all liability from actions or transactions arising out of the usage of this content. By using the specific service, the Client expressly agrees to hold the

Company harmless against any claims whatsoever and confirm that their actions are at their sole discretion and risk.

- 18.9.** This service may contain certain historical information. Historical information, necessarily, is not current and is provided for the Client's reference only. NAGA reserve the right to modify the contents of this service at any time, but it has no obligation to update any information on its trading platform. The client agrees that it is their responsibility to monitor changes to the Company's trading platform.
- 18.10.** The Company reserves the right to review, monitor, revise and/or remove any such Content in any way it sees fit in the Company's sole discretion. The Client understands that the Company is not obligated to continue to provide the above-mentioned information. Furthermore, the Company is not obligated to update the information displayed on its website/platforms at any time and the Company will not be liable for the termination, interruption, delay, or inaccuracy of any Market Information.
- 18.11.** NAGA reserves the right, at any time and for any reason, to discontinue, redesign, modify, enhance, change, patch the software and/or the Services including without limitation, the structure, specifications, "look and feel," navigation, features and other elements of the Trading Platform and website and/or the Services or any part thereof.
- 18.12.** The financial information NAGA posts on its website and the Trading Platform is provided by the Company for the benefit of its users and as such the Client shall not enable deep linking or any other form of redistribution or reuse of the information, to any non-authorized users.
- 18.13.** The Company reserves the right to review fees, charges and commissions for the services that it is offering. The provision of the Signals is subject to similar costs to be carried by the Client. These appear on Signal Trades; the Company's website and/or Platform(s) and it is the Client's responsibility to check for updates regularly. It is the Client's right to ask for further clarifications should the Client require so.

## **19. BADGES AND ACHIEVEMENTS**

- 19.1.** The Company has in place several Badges and Achievements which are uploaded in its Website and/or Platform(s). The client acknowledges that it is his/her responsibility to monitor the badging system and contact the Company in the case where he/she were not upgraded.

- 19.2.** The Client acknowledges and accepts the Company's Badges and Achievements System which may change from time to time. Prior to any changes in its Badges and Achievements system the Company shall notify the client using the formal means of communication.
- 19.3.** The Client acknowledges that the Company reserves the right to automatically downgrade its Achievement Level based on the criteria in the Company's website available here.
- 19.4.** The Client acknowledges and accepts that in the case he/she performs any action with the intention to abuse the Company's Badges and Achievements system, he/she will be downgraded to the "Iron Badge".

## **20. CLOSURE OF POSITIONS**

- 20.1.** The Company aims to notify the Client that they are on margin call before the Company starts automatically closing such open positions by sending a notification e-mail when the Client's equity falls below 100%. However, as markets move fast, the Client understands and agrees that the Company may not be able to contact the Client on time and before their positions get closed.

## **21. THIRD - PARTY PAYMENTS AND CHARGEBACKS**

- 21.1.** The Company does not tolerate credit/ debit card fraud, and all fraud, without exception, will be prosecuted through criminal proceedings in the Client's local jurisdiction to the fullest extent of the law. In addition to this, the Company will file a report with the Client's local police department and pursue all fraudulent activities through their local jurisdiction for prosecution to the fullest extent of the law. Furthermore, in such instances, the Company reserve the right, at its sole discretion, to take all action(s) as the Company sees fit, including, without limitation, completely blocking access to its Website and/or Platform(s), blocking and/or revoking the Client's Access Codes and/or terminating their Account. Under these circumstances, the Company reserves the right to seize any profits and/or revenues generated directly or indirectly by exercising any such prohibited trading activity and it shall inform any interested third parties of the Client's breach of this clause; any active Orders associated with the same fraudulent credit card and/or Account will also be cancelled immediately: The Company has, and will continue to develop any tools necessary to identify credit/debit card fraud; any dispute arising from such fraudulent activity will be resolved by the Company in its sole and absolute discretion, in the manner it deems to be the fairest to all concerned; that decision shall be final and/or binding on all participants; no correspondence will be entered into.

- 21.2.** The Company does not accept third - party payments. In this respect the Client acknowledges that he/she can deposit his/her own funds into his/her trading account. It means that it should be easily traceable that the deposited funds come from the Client. In case of a doubt the Company reserves the right to request for a documented confirmation of the ownership of the incoming funds.
- 21.3.** The Client acknowledges that if a third-party deposit is identified or if in case of a doubt the Client is unable to provide adequate documentation which provides the funds ownership - the deposited amount shall be deducted from the Client's trading account and will be returned to the same account from which it was received.
- 21.4.** The Company will not process any Account withdrawals made to third parties. Withdrawals will be made to the same account from which the incoming funds were received. If it is not possible the Client is obliged to provide the Company with the documented proof of ownership of the account to which you are requesting withdrawal.
- 21.5.** The Client acknowledges that the Company maintains the right to terminate this contractual agreement with the Client in cases where the Company receives a chargeback in relation to any deposit made by the Client.

## **22. COMPANY FEES AND CHARGES**

- 22.1.** The provision of the Services by the Company is subject to the payment of fees such as brokerage fees / commissions, Swaps/Rollover and other fees. These appear on the Company's Website and/or Platform(s). It is the Client's responsibility to ask for further clarifications should they require so.
- 22.2.** Charges may not all be represented in monetary terms but may also appear in other units such as **Spread**, which can vary depending on the instrument and market conditions, please refer [here](#) for further information. Spread cost is measured in pip value and Clients will be able to find the value of a pip across all instruments on the Company's Website.
- 22.3.** For Swaps, depending on the position held and the prevailing interest rates of the Currency Pair involved in a Transaction, Clients' Account(s) may be credited or debited with financing. The operation is conducted at 23:59 (Server Time) and the resulting amount is automatically converted into their Balance Currency.
- 22.4.** From Mondays to Thursdays (Server Time), Swaps are charged once for every Business Day, but on Fridays, Swaps are charged three times the size in order to account for the weekend.

For triple Swaps, for some instruments are charged on Wednesday and for some on Friday. Further information on Swaps can be found on the Company's Website.

- 22.5.** If the Client Account is inactive for one year or more (no transactions ie, deposits, withdrawals or trading activity), the Company reserves the right, after notifying the Client via phone or email and by using the Client's last known contact details, to render the account dormant. Moreover, The Company reserves the right, to charge annually a dormant fee of 20 units (depending on the currency of the trading account) upon such classification of the account. You agree that you are liable to and will pay the applicable fee as notified to you from time to time and that we may deduct such fee from any funds held by us on your behalf. Money in the dormant account shall remain owing to the Client and the Company shall make and retain records and return such funds upon request by the Client at any time thereafter.
- 22.6.** For some payment methods, there are Transaction fees. Where the Client engages in deposit and withdrawal activity without entering into any trading activity with the Company, fees or charges are imposed depending on the specific payment methods used. These fees are available on the Company's Website.

## **23. TAX IMPLICATIONS**

- 23.1.** The Company shall not provide any advice to its Clients on any tax issues related to any of its Services. The Client is advised to obtain individual independent counsel from their financial advisor(s), auditor(s) or legal counsel with respect to any tax implications resulting from using the Company's Services.
- 23.2.** The Company does not collect tax on behalf of any authority in any form or manner whatsoever. The Client is solely responsible to manage tax implications related to the income derived from their trading activity on or through the Company's Online Trading Facility.
- 23.3.** It is the Client's obligation to calculate and pay all taxes applicable to them in their country of residence, or, in the case of Legal Entities, in their country of formation, incorporation and/or domiciliation, or otherwise arising as a result of their trading activity from and/or the access and/or use of the Company's Services.

## **24. PRIVACY AND DATA PROTECTION**

- 24.1.** The Client acknowledges that by entering into this Agreement and opening a Trading Account with the Company, they will be providing the Company with personal data within

the meaning of the General Data Protection Regulation (679/2016) (hereafter referred to as “GDPR”) when it enters into force, or any other similar applicable law/regulation and/or any other applicable data protection legislation as may be in force from time to time.

- 24.2.** The Client hereby understands and provides his/her free consents to the processing of all such information for the purposes, so the Company complies with its legal obligations, performing its contractual obligations and administering the relationship with the Client. The Client acknowledges and agrees that this may result in their personal information being sent outside the EEA. Further information about transfers of the client’s personal data outside the EEA, can be found on Privacy Notice, as published on the Company’s Website. The Client consents to the Company and/or its affiliates and/or its agents processing and disclosing such information in accordance with this Agreement and the Privacy Policy, as published on the Company’s Website, as this may be updated from time to time.
- 24.3.** The Company is the Data Controller for the purposes of all applicable Personal Data Protection Legislation. All information regarding privacy and data protection, as well as for the legal bases and purposes of the processing of Clients’ personal data and other relevant information, can be found in the Privacy Policy.
- 24.4.** As per the applicable Data Protection Legislation, the Client has certain rights regarding the Personal Data that the Company collects and holds about them at the time of request.
- 24.5.** The Client understands, accepts, and agrees that their personal data (and records of their dealings with the Company) will be stored for as long as the Client’s Account is active and registered with the Company and/or as required under applicable law.
- 24.6.** The Company processes the Client’s personal data for the purposes mentioned herein on the lawful basis that (i) the Client has given consent (where applicable); (ii) the processing is necessary for the performance of the Company’s contract and in order to take steps at the Client’s request prior to entering into the contract; (iii) the processing is necessary for compliance with a legal obligation to which the Company is subject; and (iv) the processing is necessary for the purposes of the legitimate interests pursued by the company (subject to the relevant individual's fundamental rights and freedoms overriding such interests).
- 24.7.** The Company shall disclose Clients’ personal data to affiliate companies, companies belong to the same group, governmental authorities, marketing companies, business partners, IT service providers and other financial institutions such as payment services providers and banks and third-party introducers, for the purposes described in this Agreement.
- 24.8.** The Company shall implement appropriate technical and organisational measures to ensure

an adequate level of security appropriate to the applicable risk. Transmission of data via the internet and/or other networks does not always ensure appropriate security of personal data, hence the Client must always ensure that they transfer data via secure means.

**24.9.** By accepting the provisions herein, the Client agrees and acknowledges that the following information and content shall be considered non-confidential and non-proprietary

information (other than the Client's personal data as described below. Content which may be publicly shown on the Company's websites and trading platform apps include: the Client's username, picture/avatar (if provided), state of residency, gender, networks, list of users who follow the Client, users who copy and/or auto copy the Client etc., list of users the Client follows or copies and/or auto copies, and any network status/posts/blogs and any other content options that enable the Company's users to interact amongst themselves, including without limitation content and information the Client posts on the Company's community, comments, feedback, postings, "likes", blogs and/or all Information that the Client provides to the Company via our website, our mobile apps, and/or by email, chat, fax or telephone and/or any other means. In addition, if the Client has chosen to use one of the Company's applications provided via social networks (such as Facebook, Twitter, Instagram etc.), the Company's application will access the Client's social network account general information which includes the Client's name and username in such social network, profile picture, gender, networks, user ID, list of friends, and any other information the Client has shared with "everyone" on the relevant social network. Additional information may be collected in specific social networks campaigns as shall be specified in the terms and conditions applicable to any such campaign. All portfolio and trading information performance results shall be considered non-confidential and non-proprietary information and as the Company's property. By providing such Content, the Clients specifically grants the Company a nonexclusive, irrevocable, transferable, sub-licensable, royalty-free, worldwide license to use, copy, duplicate store, present and/or publish all or any part of the Client's Content, and the Company shall be free to use such Content in any manner or media whatsoever, on an unrestricted basis and without any attribution or royalties or other compensation to the Client, including without limitation, within or outside the Company's website, advertisements, in printed media, newspapers to as described below you have to check where we talk about personal info.

**24.10.** For verifying your identity for the purposes of Anti-Money Laundering, identification, and



risk mitigation, by accepting this agreement the client, provides the Company with his/her Personal Data to proceed with any actions to ensure the client's identity and validity of the information provided during the Account Opening.

## 25. RECORDING KEEPING

- 25.1.** The Client acknowledges that the Company will keep records of internal telephone conversations and electronic communications that are intended to result in transactions or relate to the reception and transmission of orders and execution of orders on behalf of clients.
- 25.2.** Further, the Company will also keep records of all services and activities provided and transactions undertaken by the Company as well as records related to its business and internal organization.
- 25.3.** The Company shall keep records of the content and timing of instructions received from the Client. A record of the allocation decisions taken for each operation shall be kept providing for a complete audit trail between the movements registered in clients' accounts and in the instructions received by the Company. In particular, the final allocation made to each investment Client shall be clearly justified and recorded.
- 25.4.** The Client acknowledges that, subject to the Applicable Laws and Regulations, any communication between the Company using electronic signatures and any communications via the Company's Website and/or the Trading Platform shall be binding as if they were in writing. Orders or instructions given by the Client via e-mail or other electronic means will constitute evidence of the orders or instructions given.
- 25.5.** The Client acknowledges that the Company will also keep records of orders placed by clients through channels other than the Company's electronic platform, provided that such communications are made in a durable medium (e.g., mails, fax, emails, chats, internet communications, etc.). In case of relevant face-to-face conversations with the Client, the content of such will be recorded by using written minutes or notes.
- 25.6.** The Client acknowledges that the Company's records, unless shown to be wrong, will be evidence of the Client's dealings with the Company in connection with the Company's Trading Platform. The Client will not object to the admission of the Company's Records as evidence in any legal proceedings because such records are not originals, are not in writing nor are they documents produced by a computer.
- 25.7.** The Client will not rely on the Company to comply with his/her record keeping obligations, although records may be made available to the Client on request at the Company's absolute discretion.

## 26. INTELLECTUAL PROPERTY

- 26.1.** All rights in patents, copyrights, design rights, trademarks and any other intellectual property rights (whether registered or unregistered) relating to the Company's Trading Platform and Website remain vested in the Company.
- 26.2.** The Client acknowledges that he/she will not copy, interfere with, tamper with, alter, amend or modify the software comprising the Trading Platform and Website or any part or parts thereof unless expressly permitted by the Company in writing, reverse compile or disassemble the software comprising the Trading Platform and Website, nor purport to do any of the same or permit any of the same to be done, except in so far as such acts are expressly permitted by law.
- 26.3.** The Client acknowledges that he/she will not cause or permit any actions to be caused, which might endanger or damage any intellectual property belonging to the Company and/or do any other act which would be damaging and or defamatory against the Company.

## 27. METHODS OF COMMUNICATIONS

- 27.1.** To communicate with the Client, the Company may use any of the following methods: e-mail, software, facsimile transmission, telephone, post, commercial courier service. All the Company's contact details are available on the Company's Website, [here](#). It is the Client's responsibility to ensure that they have read all and any communication that the Company may send them from time to time, via any approved communication method.
- 27.2.** The Company's official language is the English language, and the Client should always read and refer to the main Website for all information and disclosures about the Company, its services and its activities. Translation or information provided in languages other than English is for informational purposes only and do not bind the Company or have any legal effect whatsoever, the Company having no responsibility or liability regarding the correctness of the information therein.
- 27.3.** In order to communicate with the Client, the Company will use the contact details provided by the Client whilst opening the Client Account or as updated later on. Hence, the Client has an obligation to notify the Company immediately of any change in their contact details. Faxed documents received by the Company may be electronically scanned and reproduction of the scanned version shall constitute evidence.
- 27.4.** The Client shall be able to call the Company within its normal working hours, namely between the hours of 9am and 6pm (GMT+3) on any Business Day. If the Company needs to

contact the Client urgently regarding their Account, the Company may contact the Client outside its normal working hours.

- 27.5.** The Client understands, accepts, and agrees herewith that any Notices sent to the Client by the Company will be emailed to them at the email address which is registered on their Account or posted to them at the last address that they provided to the Company as their normal residential address. The Client understands, accepts, and agrees herewith that it is the Client's responsibility to ensure that they provide accurate and up to date contact information to the Company.
- 27.6.** Any orders or instructions provided by the Client via e-mail or any other electronic means will constitute evidence of the orders or instructions given.
- 27.7.** The Company reserves the right to take the following actions in cases where the Client is acting in an **abusive and/or unreasonable** behaviour as set out in **Schedule A** of the (Client) Agreement:
- 27.7.1.** End the call communication / chat communication at any time;
  - 27.7.2.** Dismiss and/or stop the communication about an issue or complaint that is found to be frivolous or vexatious and that the Company believes has been already answered and the case is considered as closed;
  - 27.7.3.** stop communicating directly with the Client over the telephone, and use written communication as the only method;
  - 27.7.4.** terminate the account where the client has received two written warnings and continues the abusive behaviour.

## **28. RECORDING OF COMMUNICATIONS**

- 28.1.** The Company shall keep records of all services and activities that it is providing, as well as for all transactions undertaken. Therefore, all communication between the Client and the Company is being recorded and kept by the Company, and recordings will be the sole property of the Company.
- 28.2.** The Client further understands, accepts, and agrees herewith that the Company may monitor and/or record any electronic communications between the Parties, including but not limited to telephone calls, emails, SMS and instant message that relate to any transactions concluded when dealing on the Company's account, providing services that relate to reception, transmission and execution of Client Orders, as well as for quality monitoring, training and other regulatory purposes.

- 28.3.** The Company will also record any other communication between the Parties, including chat messages, e-mails, and other electronic communications, even if those conversations or communications do not result in the conclusion of such transactions or in the provision of client order services. The Company reserves the right to use these records where it deems necessary, including, but not limited to dispute resolution situations.
- 28.4.** The Company may record telephone conversations without use of a warning tone to ensure that the material terms of any Transaction and any other material information relating to such a Transaction is promptly and accurately recorded. All records are stored in a durable medium, which allows the Company to replay or copy them and retain such records in a form that is not allowing to alter or delete the original version. Copies of such recordings might be provided to regulatory authorities upon their request in order for the Company to comply with regulatory obligations without the Client's consent.
- 28.5.** Copies of any such records will be kept for any period of time which is required by applicable legislation, starting from the date on which the record is created, please refer to the Company's Privacy policy [here](#). The Client has the right to request a copy of the recorded communications. The Company will provide these following a written request by the Client.

## **29. REPRESENTATIONS AND WARRANTIES**

- 29.1.** The Client hereby represents and warrants to the Company the following:
- 29.1.1.** he/she is at least eighteen (18) years old, or the age of legal consent and/or has full capacity and/or is competent to enter into the present Agreement, and for engaging in financial investment activities under the Laws of any jurisdiction that applies to them and is aware of the local Laws and regulations of their country of residence in regards to being allowed to enter into this Agreement and the information they provide during the registration process, as well as in any Company documents is true and correct, complete and accurate and that they will promptly inform the Company of any changes to the details or information provided to the Company; and
  - 29.1.2.** he/she is of sound mind and capable of taking decisions for their own actions; and
  - 29.1.3.** there are no restrictions on the markets or financial instruments in which any Transactions will be sent for execution, depending on the Client's nationality or religion; and
  - 29.1.4.** all actions performed under the Agreement will not violate any Law or rule applicable to the Client or to the jurisdiction in which the Client is resident, or any

agreement by which the Client is bound or by which any of the Client's assets or funds are affected; and

- 29.1.5.** he/she will not use the IP or the Platform or Website in contravention to this Agreement, or for unauthorized or unlawful purposes and that they will use the IP, Platform and Website only for the benefit of their Client Account and not on behalf of any other person;
- 29.1.6.** he/she is duly authorized to enter into the Agreement, to give Orders and to perform their obligations hereunder; and
- 29.1.7.** he/she is the individual who has completed the Account Opening Application Form or, if the Client is a company, the person who has completed Account Opening Application Form on the Client's behalf is duly authorized to do so; and
- 29.1.8.** he/she is acting as a principal and not as agent or representative or trustee or custodian on behalf of someone else. The Client may act on behalf of someone else only if the Company specifically consents to this in writing and provided all the documents required by the Company for this purpose are received; and
- 29.1.9.** the information provided by the Client to the Company in the Account Opening Application Form and at any time thereafter is true, accurate and complete and the documents handed over by the Client are valid and authentic; and
- 29.1.10.** he/she has read and fully understood the terms of the Agreement including the information in the Appendices; and
- 29.1.11.** the funds used for trading are not in any direct or indirect way the proceeds of any illegal activity or used or intended to be used for terrorist financing; and
- 29.1.12.** he/she has read and understands the Risks Disclosure and Warnings Notice; and
- 29.1.13.** he/she consents to the provision of the information of the Agreement by means of a Website or email; and
- 29.1.14.** he/she confirms that he/she has regular access to the internet and consents to the Company providing them with information, including, without limitation, information about amendments to the terms and conditions, costs, fees, this Agreement, Policies and information about the nature and risks of investments by posting such information on the Website or email. Should the Client wish, they may request from the Company for these documents to be provided and/or sent by post or facsimile to them; and

- 29.1.15.** that all and any documents delivered by or on behalf of the Client to the Company are at all times true, valid, and authentic. Any information which the Client provides to the Company will not be misleading and will be true and accurate in all material respects. The Client will inform the Company if their position changes and information provided to the Company becomes misleading or does not materially represent the Client's capacity and ability to trade with the Company; and
- 29.1.16.** he/she accepts that, for the purpose of transmitting orders for execution, the Company will act as an agent on the Client's behalf and will endeavour to find the best Execution Venue (Liquidity Provider) for the execution of the Client's Orders. It is explicitly stated that the Company may receive remuneration, discount, or nonmonetary benefits from Execution Venues for routing client orders to them. This may entail additional risk of conflicts of interest. For transparency, the Client is hereby made aware of this and accepts this risk when conducting business with the Company; and
- 29.1.17.** he/she hereby acknowledges that the Company acts as a principal counterparty to its clients' trades and part or all of these trades are covered within the Company or may be covered with related entities of the same Group. This may entail additional risk of conflicts of interest and for transparency, the Client is hereby made aware of this and accepts this risk when conducting business with the Company; and
- 29.1.18.** he/she hereby acknowledges that the Company may receive remuneration, discount or nonmonetary benefits from Execution Venues for routing client orders to them. This may entail additional risk of conflicts of interest. For transparency, the Client is hereby made aware of this and accepts this risk when conducting business with the Company; and
- 29.1.19.** he/she unreservedly states, affirms, warrants and guarantees that he/she has chosen the investment amount taking their total financial circumstances into consideration, which they consider reasonable under such circumstances and any monies deposited by the Client to the Company shall belong exclusively to the Client, free of any lien, charge, pledge and any other encumbrance, and that they shall not be either directly or indirectly proceeds of any illegal act or omission nor a product of any criminal activity; and
- 29.1.20.** he/she acts for himself/herself and not as a representative nor as a trustee of any third person, unless they have produced, to the satisfaction of the Company, a

document of powers of attorney enabling them to act as representative and/or trustee of any third person; and

- 29.1.21.** he/she acknowledges that the Company shall not be obliged to inform the Client on an individual basis for any developments or changes on existing Laws, directives, regulations, information and policies from any competent authority, but the Client should refer to the Company's Website to obtain all these data and information, as well as to any other document(s) that the Company may from time to time publish;
- 29.1.22.** he/she warrants that he/she has regular access to the Internet, and to the e-mail address and mailbox they have provided, and it is hereby expressly agreed that it is appropriate for the Company to communicate information, relevant to this Agreement and the provision of the Investment Services, to the Client by electronic means, including through the Company's Website, even though such information may not be addressed personally to the Client; and
- 29.1.23.** he/she hereby acknowledges that the Company shall not be held liable for any loss which is, or which may be the result of deceit in relation to the facts or mistaken judgment or any act done or which the Company has omitted to do, whenever it arose, unless to the extent that such deceit or act or omission is due directly to deliberate omission or fraud by the Company; and
- 29.1.24.** he/she warrants and represents that they shall indemnify the Company and maintain it so indemnified against any claim, damage, liability, costs or expenses of any third party and/or which may be satisfied by the Company and which may arise in relation to this Agreement and/or in relation to the provision of the Investment Services and/or in relation to the disposal of the Client's Financial Instruments and/or in relation to the non-fulfilment of any of the Client's statements and/or Orders and/or instructions contained in this Agreement.

### **30. LIMITATIONS OF LIABILITY AND INDEMNITY**

- 30.1.** The Company gives no warranty as to the performance and/or profitability of the Client's trading decisions and therefore, the Company shall not be liable for any act or omission or for the solvency of any counterparty, bank, custodian, liquidity provider or other third party, which acts on behalf of the Client or with or through whom transactions on behalf of the Client are carried out.



- 30.2.** The Company shall not be liable for any loss suffered by the Client in connection with the Services it provides to the Client under this Agreement, unless such loss arises directly from the gross negligence, wilful default, or fraud of the Company.
- 30.3.** Both Parties hereby agree that the Company shall not be liable to the Client or any other person for any consequential, circumstantial, special, or indirect damages (including without prejudice to the generality of the aforementioned loss of profit, loss of opportunity, commercial losses and damages) which are incurred by the Client in connection with this Agreement.
- 30.4.** Subject to the terms of this Agreement and Applicable Regulation, the Client agrees that the Company's maximum aggregate liability to the Client whether in contract, tort (including negligence) or otherwise shall not exceed the higher of the amount that would be recoverable by the Company under the Company's professional indemnity insurance if the Client's claim had been satisfied in full (less any amount, other than any excess payable by the Company under the terms of such insurance, that the Company is unable to recover through no fault of the Company).
- 30.5.** The Client agrees with the Company (for the Company's own benefit and for the benefit of any person who is or was a member, director, consultant or employee of the Company, each may be referred to as a Connected Person; that the Company shall alone be liable to the Client and that no Connected Person (such as director, employee or affiliate) will be personally liable to the Client (whether in contract, tort including negligence or otherwise).
- 30.6.** Save in cases of gross negligence, wilful default or fraud on the part of the Company, the Client shall indemnify and keep indemnified the Company and/or its directors and/or its employees and/or its representatives for any claim by third parties and/or for any loss, liability, costs or expenses which the Company or any third party may have incurred or paid in respect of any act or omission of the Client and/or its Authorised Representative / Attorney and/or due to the performance of the Agreement and/or the provision of any Services and/or the liquidation of any Financial Instruments of the Client in settlement of any claims of the Company.

## **31. FORCE MAJEURE**

- 31.1.** Neither Party shall be liable for the non-performance or improper performance of its obligations under this Agreement, if such Party is prevented from or delayed by reason of occurrence of Force Majeure circumstances and/or event, including, but not limited to, the following:

- 31.1.1.** government actions, the outbreak of war or hostilities, the threat of war, military actions, rebellion, acts of terrorism, national emergency, riot, strike, civil disturbance/disorder, sabotage, requisition, or any other international calamity or political crisis; and/or
- 31.1.2.** act of God, earthquake, hurricane, typhoon, flood, fire, epidemic or other natural disaster; and/or
- 31.1.3.** labour disputes not including disputes involving the Company's workforce; and/or
- 31.1.4.** postal or other strikes or similar industrial action; and/or
- 31.1.5.** discontinuance or suspension of the operation of any Market; and/or
- 31.1.6.** failure of communication for any reason with Market makers, mal-functioning and/or non-operation of any computer transaction system due to defectiveness or failure of the mechanic equipment, fault or stoppage in communication lines, any other problems in connection, breakdown or unavailability of access to the internet or the Platform; and/or
- 31.1.7.** other similar circumstances that are beyond the reasonable control of the affected Party that may occur after the conclusion of the Agreement; and/or
- 31.1.8.** suspension of trading on a market or the liquidation or closure of any market, or the fixing of minimum or maximum prices for trading on a market to which the Company relates its Quotes, or the imposition of limits or special or unusual terms on the trading in any such market or a regulatory ban on the activities of any party (unless the Company has caused that ban), decisions of state authorities, governing bodies of self-regulating organizations, decisions of governing bodies of organized trading platforms; and/or
- 31.1.9.** breakdown, failure, or malfunction of any electronic, network and communication lines (not due to the bad faith or wilful default of the Company) including, but not limited to any breakdown, or interruption of power supply, or failure of transmission or communication or computer facilities, including but not limited to hacker attacks and/or other illegal actions against Company's Electronic Trading Platform and/or the Company's equipment; and/or
- 31.1.10.** there is extreme volatility in the Underlying Asset / Market; and/or
- 31.1.11.** any other extreme event beyond the reasonable control of the Company (such a terrorist attack, a drastic decision of a Monetary or other Authority, a referendum)

which may suddenly or drastically affect the prices in the Underlying Asset / Market;  
and/or

- 31.1.12.** any other event, act and/or circumstances and/or action and/or omission and/or event and/or occurrence in relation but not limited, to any natural and/or economic and/or social and/or political and/or technological and/or governmental events and/or activities and/or omissions and/or occurrences that will have direct effect in the regulated markets and which including, without limitation, to any illegitimate actions against not reasonably within the Company's control and the effect of that event(s) is such that the Company is not in a position to take any reasonable action to cure the default, including but not limited to any other even that might be considered by the Company as an abnormal market condition based on which the Company may be unable to execute a Client Order at a declared price.

## **32. AMENDMENTS**

- 32.1.** The Parties hereby acknowledge and agree that the Company may unilaterally change any of the terms of this Agreement for any of the following reasons:

**32.1.1.** where the Company reasonably considers that:

- 32.1.1.1. the change would make the terms of this Agreement easier to understand;  
or  
32.1.1.2. the change would not be to the disadvantage of the Client.

**32.1.2.** in order to cover:

- 32.1.2.1. the involvement of any service or facility the Company offers to the Client;  
or  
32.1.2.2. the introduction of a new service or facility; or  
32.1.2.3. the replacement of an existing service or facility with a new one; or  
32.1.2.4. the withdrawal of a service or facility which has become obsolete, or has ceased to be widely used; or  
32.1.2.5. has not been used by the Client at any time in the previous year, or it has become very expensive for the Company to offer.

**32.1.3.** to enable the Company to make reasonable changes to the services offered to the Client as a result of changes in:

- 32.1.3.1. the banking, investment, or financial system; or  
32.1.3.2. technology; or

32.1.3.3. the systems or Platform used by the Company to run its business or offer the Services hereunder.

- 32.2.** Where the Company finds that any term in the Agreement is inconsistent with Applicable Regulations. In such a case, it will not rely on that term but treat it as if it did reflect the relevant Applicable Regulations and shall update the Agreement to reflect the Applicable Regulations.
- 32.3.** For any change in the Agreement under paragraph above herein, the Company shall provide the Client with advance Written Notice of at least ten (10) days. However, the Client acknowledges that a change which is made to reflect a change of Applicable Regulations, or a request of a supervisory body may, if necessary, take effect immediately. When the Company provides Written Notice, it shall tell the Client the date it comes into effect.
- 32.4.** The Client shall be treated as accepting the change on that date unless, before then, the Client informs the Company that the Client wishes to terminate the Agreement and not accept the change.
- 32.5.** The Client shall not have to pay any charges as a result of terminating in this case, other than costs due and payable for Services offered until the termination.
- 32.6.** For any change in the Agreement under paragraph above herein, where the Company elects to provide Written Notice via a post on the Website, the Company shall also provide the said Written Notice with an additional means of Written Notice, but only to Clients who are natural persons.
- 32.7.** The Company shall have the right to review its costs, fees, charges, commissions, financing fees, swaps, the Stop Out Level, trading conditions, execution rules, roll over and trading times, found on the Company's Website and/or Platform, from time to time. Such changes shall be effectuated on the Website and /or the Platform and the Client is responsible to check for updates regularly, as the Company is not obliged to notify the client in advance for any changes.
- 32.8.** The Client shall be treated as accepting the change on that date unless, before then, the Client informs the Company that the Client wishes to terminate the Agreement and not accept the change.
- 32.9.** The Client shall not have to pay any charges as a result of terminating in this case, other than costs due and payable for Services offered until the termination.

- 32.10.** By entering into this Agreement, the Client duly acknowledges that they have read, understood, and accepted the information hereunder as these are uploaded on the Company's Website, in which all related spreads, commission, costs and fees are explained.
- 32.11.** The Company reserves the right to amend at its discretion all such spreads, commission, costs and fees, and information on such amendments will be made available on the Company's Official Website.
- 32.12.** The Client further understands, accepts, and agrees herewith that it is their responsibility to visit the Company's Official Website and review this information during the time they are dealing with the Company, as well as prior to them placing any orders with the Company.
- 32.13.** In the cases where certain market conditions arise, which may result from changes in credit markets and/or at times of extreme market volatility, the Company decides in its reasonable opinion that Force Majeure exists, the Company may, without any prior notice to the Client, at any time and without any limitations, take any of the following actions:
- 32.13.1.** widen its variable spreads;
  - 32.13.2.** adjust leverage;
  - 32.13.3.** increase margin requirements;
  - 32.13.4.** temporary suspension of services; and
  - 32.13.5.** the Client may be required to deposit substantial additional margin, at short notice, to maintain their trading position. If the Client does not provide such additional margin within the time required by the Company, their trade may be closed at a loss and the Client will be liable for any resulting deficit.
- 32.14.** The Company has the right to change the Margin requirements, by providing at least 10 (ten) Business Days' notice. Such changes shall be effectuated on the Website and /or the Platform and the Client is responsible to check for updates regularly.
- 32.15.** The Company has the right to apply new Margin requirements to the new positions. Should the Company wish to change the Margin Requirements for open Positions, it shall have to provide the Client with at least fifteen (15) Business Days Written Notice. However, it is agreed and understood that in extraordinary cases, the Company may make such an amendment and apply them on new and open Positions on shorter notice or without giving prior notice, where in its reasonable opinion such an amendment is necessary to protect the interests of the Client or of the Company. Margin Requirements always relate to each individual client account and must be covered by margins available thereon.

**32.16.** The Company has the right to change Margin requirements without prior notice to the Client in the case of Force Majeure Event and especially when there are abnormal market conditions and high volatility. In this situation, the Company has the right to apply new Margin requirements to the new positions and to the positions which are already open.

### **33. PROHIBITED ACTIONS**

**33.1.** The Client hereby acknowledges, understands, accepts, and agrees herewith that it is absolutely prohibited for the Client to take any of the following actions in relation to the Company's systems and/or Platform(s) and/or Client Account:

**33.1.1.** use, without the prior and written consent of the Company, of any software/system (e.g., Expert Advisor(s) and/or any automated data entry system), and of any software/system, which applies artificial intelligence analysis to the to the Company's systems and /or Platform(s) and/or Client Account; and/or

**33.1.2.** intercept, monitor, damage or modify any communication which is not intended for the Client; and/or

**33.1.3.** use any type of spider, virus, worm, Trojan-horse, time bomb or any other codes or instructions that are designed to distort, delete, damage, or disassemble the Platform(s) or the communication system or any system of the Company; and/or

**33.1.4.** send any unsolicited commercial communication not permitted under applicable Law or Applicable Regulations; and/or

**33.1.5.** and/or do anything that will or may violate the integrity of the Company's computer system or Platform(s) or cause such system(s) to malfunction or stop their operation; and/or

**33.1.6.** unlawfully access or attempt to gain access, reverse engineer, or otherwise circumvent any security measures that the Company has applied to the Platform(s); and/or

**33.1.7.** perform any action that could potentially allow the irregular or unauthorised access or use of the Platform(s); and/or

**33.1.8.** send massive requests on the server which may cause delays in the execution time, as Abusive Trading; and/or

**33.1.9.** use of a Virtual Private Network (VPN) during the registration process and throughout the trading activity. IP must reflect the registered and current residential country when creating and operating an account with NAGA.

- 33.2.** Should the Company reasonably suspect that the Client has violated the terms of **Clause 35** of this Agreement, the Company is entitled to take one or more of the counter measures contained herein in the Agreement.

#### **34. TERMINATION AND RESULTS OF TERMINATION**

- 34.1.** Without prejudice to the Company's rights under this Agreement, the Company has the right to terminate it immediately without any prior notice to the Client, each Party may terminate this Agreement with immediate effect by giving at least fifteen (15) Business Days Written Notice to the other Party. Termination will be without prejudice to Transactions already initiated. In the case of such termination, all pending Transactions on behalf of the Client shall be cancelled and any open positions shall be closed. Upon termination of this Agreement the Company will be entitled, without prior notice to the Client, to cease the access of the Client to the Company's Trading Platform.
- 34.2.** Termination by any Party will not affect any obligation which has already been incurred by either Party or any legal rights or obligations which may already have arisen under the Agreement, or any Transactions made hereunder.
- 34.3.** Upon termination of this Agreement, all amounts payable by the Client to the Company will become immediately due and payable including (but without limitation) all outstanding costs and any other amounts payable to the Company, any charges and additional expenses incurred or to be incurred by the Company as a result of the termination of the Agreement.
- 34.4.** Once the notice of termination of this Agreement is sent and before the termination date:
- 34.4.1.** the Client will have an obligation to close all their Open Positions. If they fail to do so, upon termination, the Company will close any Open Positions (the time of the closing of the open positions is at the discretion of the Company); and/or
  - 34.4.2.** the Company will be entitled to cease to grant the Client access to the Platform(s) or may limit the functionalities the Client is allowed to use on the Platform(s); and/or
  - 34.4.3.** the Company will be entitled to refuse to accept new Orders from the Client; and/or
  - 34.4.4.** the Company will be entitled to refuse to the Client to withdraw money from the Client Account and the Company reserves the right to keep Client's funds as necessary to close positions which have already been opened and/or pay any pending obligations of the Client under the Agreement.
- 34.5.** Upon Termination any or all the following may apply:

- 34.5.1.** the Company has the right to combine any Client Accounts of the Client, to consolidate the Balances in such Client Accounts and to set off those Balances; and
  - 34.5.2.** the Company has the right to close the Client Account(s); and
  - 34.5.3.** the Company has the right to convert any currency; and
  - 34.5.4.** the Company has the right to close out the Client's Open Positions; and in absence of illegal activity or suspected illegal activity or fraud of the Client or instructions from the relevant authorities, if there is Balance in the Client's favour, the Company will (after withholding such amounts that in the Company's absolute discretion considers appropriate in respect of future liabilities) pay such Balance to the Client as soon as reasonably practicable and supply them with a statement showing how that Balance was arrived at and, where appropriate, instruct any Nominee or/and any Custodian to also pay any applicable amounts. Such funds shall be delivered in accordance to the Client's Instructions to the Client. It is understood that the Company will affect payments only to an account in the name of the Client; and
  - 34.5.5.** the Company has the right to refuse, at its discretion, to effect thirty party payments; and
  - 34.5.6.** termination shall not in any case affect the rights which have arisen, existing commitments and/or any contractual provision which was intended to remain in force after the termination and in the case of termination, the Client shall pay to the Company; and
  - 34.5.7.** any pending fees/commissions of the Company and any other amount payable to the Company; and
  - 34.5.8.** any charge and additional expenses incurred or to be incurred by the Company as a result of the termination of this agreement; and
  - 34.5.9.** any damages which arose during the arrangement or settlement of pending obligations.
- 34.6.** The Company may terminate this Agreement immediately without giving fifteen (15) Business Days' notice in accordance with the terms of **Section 35** herein, the Events of Default and not limited to the following cases:
- 34.6.1.** The Client violates and/or breaches any part and/or term within this Agreement and/or any documentation that forms part of this Agreement provided by the Company to the Client.



- 34.6.2.** The Client's involvement in, but not limited to, any criminal and/or fraud and/or illegal action and/or omission whether against the Client and/or in turn adverse implications to and/or involvement of the Company deriving from and/or is linked in connection with the Client's involvement and/or in which it places the Company's interests and/or any Company's Clients interests at risk prior to terminating the Agreement.
- 34.7.** Should any application be made and/or any order is issued and/or a meeting is convened and/or a resolution is approved and/or any measures of bankruptcy and/or winding up of the Client are taken.
- 34.8.** Such termination is required by any Competent Regulatory Authority and/or Governmental Body and/or Court of Law.
- 34.9.** The Company has grounds to believe that the Client's trading activity affects in any manner the reliability and/or smooth operation and/or orderly functions of the Company's Trading Platform.
- 34.10.** The Client has failed to provide any information related to any investigation or/and verification undertaken by the Company or/and any other Competent Authority.
- 34.11.** The Client maintains an abusive behaviour and/or unreasonable behaviour and/or acts in a rude or abusive manner and/or threatens employees of the Company pursuant to **Schedule A**.
- 34.12.** False and/or misleading information provided by the Client or unsubstantiated declarations made herein.
- 34.13.** The Death of the Client in the cases of the Client being a physical person or is declared absent or becomes of unsound mind.
- 34.14.** The Company has grounds to believe that the documentation provided from the Client has been tampered and does not reflect the true identity of the account owner.

## **35. EVENTS OF DEFAULT**

- 35.1.** Each of the following constitutes an Event of Default:
- 35.1.1.** The failure of the Client to perform any obligation due to the Company.
- 35.1.2.** If an application is made in respect of the Client pursuant to the Bankruptcy Act or any equivalent act in another Jurisdiction (if the Client is an individual), if a partnership, in respect of one or more of the partners, or if a company, a receiver, trustee, administrative receiver or similar officer is appointed, or if the Client makes

an arrangement or composition with the Client's creditors or any procedure which is similar or analogous to any of the above is commenced in respect of the Client.

- 35.1.3.** The Client is unable to pay the Client's debts when they fall due.
- 35.1.4.** Where any representation or warranty made by the Client in **Paragraph 29** of this Client Agreement is or becomes untrue.
- 35.1.5.** The Client (if the Client is an individual) dies or is declared absent or becomes of unsound mind.
- 35.1.6.** Any other circumstance where the Company reasonably believes that it is necessary or desirable to take any action set out in **Paragraph 34** of this Client Agreement.
- 35.1.7.** An action is required by a competent regulatory authority or body or court.
- 35.1.8.** The Company reasonably considers that the Client involves the Company in any type of fraud or illegality or breach of the Applicable Regulations or the Company is placed at risk of being involved in any type of fraud or illegality or breach of Applicable Regulations if it continues offering Services to the Client, even when this is not due to the Client's wrongdoing.
- 35.1.9.** The Company reasonably considers that there is a material violation by the Client of the requirements established by legislation of the Saint Vincent and the Grenadines or other countries having jurisdiction over the Client or his trading activities, such being materiality determined in good faith by the Company.
- 35.1.10.** If the Company suspects that the Client is engaged into money laundering activities or terrorist financing or card fraud or any other criminal activities.
- 35.1.11.** The Company reasonably suspects that the Client performed a prohibited action as set out in **Paragraph 33** of this Client Agreement.
- 35.1.12.** The Company reasonably suspects that the Client performed Abusive Trading.
- 35.1.13.** The Company reasonably suspects that the Client opened the Client Account fraudulently.
- 35.1.14.** The Company reasonably suspects that the Client performed forgery or used a stolen card to fund his/her Client Account.
- 35.1.15.** The Client's IP sends massive requests on the server which may cause delays in the execution time.
- 35.1.16.** The Client commences a voluntary case or other procedure seeking or proposing liquidation, reorganisation, an arrangement or composition, a freeze or moratorium, or other similar relief with respect to themselves or to their debts under any

bankruptcy, insolvency, regulatory, supervisory, or similar Law (including any corporate or other Law with potential application to an insolvent party), or seeking the appointment of a trustee, receiver, liquidator, conservator, administrator, custodian, examiner, or other similar official (each a "Default Official") of the Client or any substantial part of the Client's assets; or take any corporate action to authorise any of the foregoing, and, in the case of a reorganisation, arrangement, or composition, the Company does not consent to the proposals.

- 35.1.17.** The Client commences an involuntary case or other procedure is commenced against them seeking or proposing liquidation, reorganisation, an arrangement or composition, a freeze, or moratorium, or other similar relief with respect to the Client or their debts under any bankruptcy, insolvency, regulatory, supervisory, or similar Law (including any corporate or other Law with potential application to an insolvent party) or seeking the appointment of a Default Official of the Client or any substantial part of their assets, provided that it shall not be an Event of Default for any such case or procedure to be commenced against the Client, if the case or procedure is withdrawn, dismissed, discharged, stayed, or restrained, in each case within 15 days of the commencement thereof.
- 35.1.18.** The Client dies, becomes of unsound mind, becomes unable to pay their debts as they fall due or becomes bankrupt or insolvent, as defined under any bankruptcy or insolvency Law applicable to the Client; or any indebtedness on the Client's part is not paid on the due date thereof, or becomes capable at any time of being declared due and payable under agreements or instruments evidencing such indebtedness before it would otherwise have been due and payable; or any suit, action, or other proceedings relating to this Agreement are commenced for any execution, attachment, garnishment, or distress against or an encumbrance takes possession of the whole or any part of the Client's property, undertaking, or assets (tangible and intangible).
- 35.1.19.** The Client becomes dissolved, or if the Client's capacity or existence is dependent upon a record in a formal register, the registration is removed or ends, or any procedure is commenced seeking or proposing the Client's dissolution or his removal from such a register or the ending of such a registration.
- 35.1.20.** The Client fails to make any payment when due, or to make or take delivery of any Assets when due, or to observe or perform any other obligation of this Agreement

or any Transaction in accordance with this Agreement, and such failure continues for one Business Day after notice of non-performance has been given by the Company to the Client.

- 35.1.21.** Any representation or warranty made, given, or deemed made or given by the Client under this Agreement or in connection with any Transaction in accordance with this Agreement, proves false or misleading in any material respect as at the time it was made, given or deemed to be made or given.
  - 35.1.22.** The Client fails to pay any Margin Call demanded by the Company under the terms and conditions of this Agreement or any other agreement between the Client and the Company within the time specified in such demand. For the avoidance of doubt, notice of non-performance shall not be required for such failure to constitute an Event of Default.
- 35.2.** If an Event of Default occurs the Company may, at its absolute discretion, at any time and without prior Written Notice, take one or more of the following actions:
- 35.2.1.** Terminate this Agreement immediately without prior notice to the Client.
  - 35.2.2.** Cancel any Open Positions.
  - 35.2.3.** Temporarily or permanently ban all or some access(es) to the Platform(s) or suspend or prohibit any functions of the Platform(s).
  - 35.2.4.** Reject any Order of the Client.
  - 35.2.5.** Restrict the Client's trading activity.
  - 35.2.6.** In the case of fraud, reverse the funds back to the real owner or according to the instructions of the law enforcement authorities of the relevant country or of the Payment Network / Institution or financial institution.
  - 35.2.7.** Cancel or reverse any profits or trading benefits and bonus gained through Abusive Trading. Losses resulting from Abusive Trading of the Client cannot be reversed. The Company has the right to cancel orders and reverse profits within fourteen (14) Business Days.
  - 35.2.8.** Take legal action for any losses suffered by the Company.
  - 35.2.9.** Block the IP address of the Client who sends massive requests on the server which may cause delays in the execution time.
  - 35.2.10.** Cancel all the Client's outstanding orders and should the Company deem it appropriate and to the extent possible treat all and any Transactions under this Agreement then outstanding as having been cancelled or terminated or close out,

replace or reverse any Transaction in accordance with the terms and conditions of this Agreement.

- 35.2.11.** Set off any obligation the Company or its Affiliates owe to the Client, and to apply all or any Cash the Company or its Affiliates hold for the Client's or the Client's Affiliate account, or which the Company is entitled to receive on the Client's behalf.
  - 35.2.12.** Combine the Client and their Affiliate's Accounts with the Company and convert any currency into any other currency.
  - 35.2.13.** Take, or refrain from taking, such other action at such time or times and in such manner as, at the Company's sole discretion, the Company considers necessary or appropriate to cover, reduce or eliminate its Loss or liability under or in respect of any Transactions, Positions or commitments under the terms of this Agreement.
  - 35.2.14.** Apply the proceeds of any of the foregoing in or towards satisfaction of any obligation or liability the Client or their Affiliates may have to the Company or the Company's Affiliates (including any contingent or prospective liability).
- 35.3.** Without prejudice and in addition to any general lien, right of set-off or other similar right which the Company may be entitled to exercise whether by Law or otherwise over any of the Client's or their Affiliate's Cash or Assets, the Client or their Affiliate's Cash or Assets shall be subject to a general lien in the Company's favour, in so far as there remain any outstanding amounts due and/or liabilities (whether actual or contingent) outstanding from the Client to the Company's or the latter's Affiliates.

## **36. MISCELLANEOUS**

### **36.1. Transfers and Assignments**

- 36.1.1.** The Agreement shall be for the benefit of and binding upon the Company and the Client and its respective successors and assigns. The Client shall not assign, charge, or otherwise transfer or purport to assign, charge or otherwise transfer their rights or obligations under these Agreement or any interest in these Agreement, without the Company's prior written consent, and any purported assignment, charge, or transfer in violation of this Clause shall be void. The Client agrees that the Company may without further notice to the Client and subject to the Applicable Laws and Regulations, transfer by whatever means it considers appropriate all or any of its rights, benefits, obligations, risks and/or interests under these Terms to any person who may enter into a contract with the Company in connection with such transfer and

the Client agrees, that the Company may transfer to such person all information which the Company holds about the Client.

## **36.2. Set - Off**

**36.2.1.** Without prejudice to any other rights to which the Company may be entitled, the Company may at any time and without notice to the Client set-off any amount (whether actual or contingent, present, or future) owed by the Client to the Company against any amount (whether actual or contingent, present, or future) owed by the Company to the Client. For these purposes, the Company may ascribe a commercially reasonable value to any amount which is contingent or which for any other reason is unascertained.

## **36.3. Parietal Invalidity**

**36.3.1.** If, at any time, any provision of these Agreement is or becomes illegal, invalid, or unenforceable in any respect under the Law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of these Terms nor the legality, validity or enforceability of such provision under the Law of any other jurisdiction shall in any way be affected or impaired.

## **36.4. SEVERABILITY**

**36.4.1.** Should any part of this Agreement be held by any Court of competent jurisdiction to be invalid, unenforceable or illegal or contravenes any rule, regulation or by Law of any Market or regulator, the remaining provisions of this Agreement shall be construed as having full legal force and enforceability, and the Parties shall take all measures to agree in good faith on a new valid provision to replace the invalid one, so that such new provision is maximally close in its purpose to the provision declared as invalid

## SCHEDULE A: GLOSSARY

1. **Abusive behaviour:** includes offensive language, aggressive or threatening behaviour and/or racist, sexist, or homophobic language and any other form of discrimination and/or other form of verbal violence and/or harassment and/or any other form of bad faith.
2. **Abusive Trading:** includes any of the following actions such as, but not limited to, placing “buy stop” and/or “sell stop” Orders prior to the release of financial data and news related to the Underlying Market, arbitrage, latency trading, manipulations, a combination of faster/slower feeds, abuse of the cancellation of trades feature available on the Platform, the use (without the prior and express written consent of the Company) of any software/system (e.g. Expert Advisor(s), Trading systems/programs, robots, spiders and/or any automated data entry system) with the Platform, the use (without the prior and express written consent of the Company) of any software/system, which applies artificial intelligence analysis to the to the Company’s systems and /or Platform(s) and/or Client Account.
3. **Access Data:** shall mean the Login and Password of the Client, which are required for the Client to be able to access and use the Platform(s), and the telephone password, which is required to place Orders via phone and any other secret codes issued by the Company to the Client.
4. **Account Opening Application Form:** shall mean the application form/questionnaire completed by the Client in order to apply for the Company’s Services under this Agreement and a Client Account, via which form/questionnaire the Company will obtain amongst other things information for the Client’s identification and due diligence and their categorization
5. **Affiliate:** is a third party (legal Entity or Physical Person) who is engaged to promote the brand of the Company online, use their website as a portal for displaying promotional and advertising content, host marketing material and direct web-traffic to the Company’s website, increase the online profile of the Company through search engine optimisation and perform any other similar (with the abovementioned) activity.
6. **Ask:** shall mean the higher price in a Quote at which the Client may buy.

7. **Authorised Representative:** means the person who is expressly authorised by the Client to act on their behalf; the above-mentioned relationship is documented through a Power of Attorney, a copy of which is held by the Company.
8. **Balance:** means the funds available in an Account that can be used for trading on financial instruments. It is equal to Net Deposits plus any realized profit or loss.
9. **Base Currency:** shall mean the first currency in the Currency Pair against which the Client buys or sells the Quote Currency.
10. **Bid:** shall mean the lower price in a Quote at which the Client may sell.
11. **Business Day:** shall mean any day, other than a Saturday or a Sunday, or the 25th of December, or the 1st of January or any other international holidays to be announced on the Company's Website.
12. **Client Account:** shall mean the unique personalized trading account of the Client consisting of all Completed Transactions, Open Positions and Orders on the Platform, the Balance of the Client money and deposit/withdrawal transactions of the Client money.
13. **Client Bank Account:** shall mean an account held in the name of the Client with a Bank and/or other institution and/or any electronic payment provider and/or a credit card processor; and/or an account held in the name of the Company on behalf of the Client with a Bank and/or other institution and/or any electronic payment provider and/or a credit card processor.
14. **Client Money:** means money that is paid into the Company and is held for the Client. It is calculated as money deposited by the Client in their Account, plus or minus any unrealised or realised profit or loss of an open position, plus or minus any amount that is due by the Client to the Company and vice versa.
15. **Closed Position:** shall mean any position which has been closed.
16. **Completed Transaction:** shall mean two counter deals of the same size (opening a position and closing a position), buy then sell and vice versa.
17. **Contract for Differences (CFDs):** CFDs are derivative financial products that are traded on margin ('Leveraged Products'). CFDs, which are traded off exchange (or OTC), are agreements to exchange the difference in value of a particular instrument or currency between the time at which the agreement is entered into and the time at which it is closed. This allows the Clients to replicate the economic effect of trading in particular currencies or other instruments without requiring actual ownership of those assets. A full list of the CFDs on offer by us is available on the Company's Website.
18. **Contract Specifications:** shall mean the principal trading terms in CFD (for example Spread, Swaps, Lot Size, Initial Margin, Necessary Margin, Hedged Margin, the minimum level for placing Stop Loss, Take Profit and Limit Orders, financing charges, charges etc.) for each type of CFD as determined by the Company from time to time. The Contract Specifications appear on the Company's Website and/or Platform.
19. **Cryptocurrency:** shall mean the peer-to-peer decentralised digital representation of value.
20. **Currency of the Client Account:** shall mean the currency that the Client Account as offered by the Company from time to time.



21. **Currency Pair:** shall mean the object or Underlying Asset of a CFD Transaction based on the change in the value of one currency against the other. A Currency Pair consists of two currencies (the Quote Currency and the Base Currency) and shows how much of the Quote currency is needed to purchase one unit of the Base Currency.
22. **Custodian:** means a credit institution providing custody, registration and/or settlement services for money and Securities, a brokerage Company holding the respective license, a depository or a settlement system used by the Company.
23. **Equity:** shall mean the Balance plus or minus any Profit or Loss that derives from Open Positions and shall be calculated as:  $Equity = Balance + Profit - Loss$ .
24. **Expert Advisor:** shall mean a mechanical online trading system designed to automate trading activities on an electronic trading platform. It can be programmed to alert the Client of a trading opportunity and can also trade the Client's account, automatically managing all aspects of trading operations from sending orders directly to the Platform to automatically adjusting stop loss, trailing stops and take profit levels.
25. **Extraordinary Cases:** shall mean that the Company is reacting to external factors.
26. **Financial Instrument:** shall mean the Financial Instruments offered by the Company from time to time
27. **Free Margin:** shall mean the amount of funds available in the Client Account, which may be used to open a position or maintain an Open Position. Free Margin shall be calculated as follows:  $Free\ margin = Equity - Used\ Margin$ .
28. **Hedged Margin:** for CFD trading shall mean the necessary margin required by the Company so as to open and maintain Matched Hedged Positions.
29. **Hedged Positions:** for CFD trading shall mean Long and Short Positions of the same Transaction Size opened on the Client Account for the same CFD.
30. **Initial Margin:** for CFD trading shall mean the necessary margin required by the Company so as to open a position.
31. **Latency Trading:** shall mean the use of a time disparity and earning profits with a computer algorithm for trading when that trade is executed solely because of a latency advantage.
32. **Limit Order:** shall mean an order to buy or sell a specific Instrument at a specified price limit or better. For example, an order to sell an Instrument at a price that is higher than the current Underlying Market price or an order to buy an Instrument at a price that is lower than the current Underlying Market price.
33. **Liquidity Provider:** shall mean any financial institution, bank, systematic internaliser, prime broker, market maker who holds himself out on the financial markets on a continuous basis as being willing to deal on own account by buying and selling financial instruments against his proprietary capital at prices defined by him and/or facilitate the execution of transactions in Financial instruments; Liquidity provider will offer different spreads for different pairs and different volumes for each pair.

34. **Long (Buy) Position:** for CFD trading shall mean a buy position that appreciates in value if underlying market prices increase. For example, in respect of Currency Pairs, buying the Base Currency against the Quote Currency.
35. **Lot:** shall mean a unit measuring the Transaction amount specified for each Underlying Asset of a CFD.
36. **Lot Size:** shall mean the number of Underlying Assets in one Lot in a CFD.
37. **Margin:** shall mean the necessary guarantee funds so as to open or maintain Open Positions in a CFD Transaction.
38. **Margin Call:** shall mean the situation when Margin Level in a Client's Account reaches 100% and the Company informs the Client on the trading platform to deposit additional Margin when the Client does not have enough Margin to open new positions.
39. **Margin Level:** for CFD trading shall mean the percentage ratio of Equity to Used Margin. It is calculated as follows:  $\text{Margin Level} = (\text{Equity} / \text{Used Margin}) \times 100\%$ .
40. **Margin Trading:** for CFD trading shall mean Leveraged trading when the Client may make Transactions having less funds on the Client Account in comparison with the Transaction Size, i.e. the practise where the Client makes a cash down payment (Margin) with the Company and maintains an amount of money according to Margin Level, giving the Client the right to place Orders in Foreign Exchange worth more than the Margin.
41. **Maintenance Margin:** shall mean the Margin Level calculated by the Company at a certain moment of time that is required to maintain the Client's Open Positions as set out in Schedule 1 hereof.
42. **Margin Requirement:** shall mean the requirements set out by the Company in respect of the amount of money necessary to open and maintain Open Positions. Margin Requirements include the Initial and Maintenance Margin Requirements as set out in Schedule 1 hereof. Margin Requirements always relate to each individual Client account and must be covered by margins available thereon.
43. **Normal Market Size:** for CFD trading shall mean the maximum number of units of the Underlying Asset that are transmitted by the Company for execution.
44. **Open Position:** shall mean any open CFD Position which has not yet been closed. In relation to CFD trading, this may be a Long Position or a Short Position which is not a Completed Transaction.
45. **Order:** shall mean an instruction from the Client to trade in CFDs as the case may be.
46. **Order Level:** for CFD trading shall mean the price indicated in the Order.
47. **Outsourcing:** means an arrangement of any form between the Company and a service provider by which that service provider performs a process, a service or an activity which would otherwise be undertaken by the Company itself.
48. **Parties:** shall mean the parties to this Client Agreement – i.e., the Company and the Client.
49. **Pending Order:** shall mean a Buy Limit, a Buy Stop, a Sell Limit, and a Sell Stop order.
50. **Platform:** shall mean the electronic mechanism operated and maintained by the Company, consisting of a trading platform, computer devices, software, databases, telecommunication hardware, programs, and

technical facilities, which facilitates trading activity of the Client in Financial Instruments via the Client Account.

51. **Quote:** shall mean the information of the current price for a specific Underlying Asset, in the form of the Bid and Ask prices.
52. **Quote Currency:** shall mean the second currency in the Currency Pair which can be bought or sold by the Client for the Base Currency.
53. **Quotes Base:** in relation to CFD trading shall mean Quotes Flow information stored on the Server.
54. **Quotes Flow:** shall mean the stream of Quotes in the Platform for each CFD.
55. **Rollover:** shall mean the carrying forward of future positions from one series, which is nearing expiry date, to the next one.
56. **Segregated Account:** means an account held with a banking institution for the purposes of holding Client money. The account is held in trust with Clients as ultimate beneficiaries, in accordance with the applicable rules.
57. **Server Time:** means UTC+2 (or UTC+3 if daylight saving time applies).
58. **Short (Sell) Position:** for CFD trading shall mean a sell position that appreciates in value if underlying market prices fall. For example, in respect of Currency Pairs: selling the Base Currency against the Quote Currency. Short Position is the opposite of a Long Position.
59. **Slippage:** shall mean the difference between the requested price of a Transaction in a CFD, and the price the Transaction is actually executed at. Slippage often occurs during periods of high volatility (for example due to news events), making an Order at a specific price impossible to execute, when market orders are used, and also when large Orders are executed when there may not be enough liquidity at the desired price level to maintain the expected price of trade.
60. **Spread:** for CFD trading shall mean the difference between Ask and Bid of an Underlying Asset in a CFD at that same moment.
61. **Stop Loss:** shall mean an instruction that is attached to a pending order or market order for minimising loss.
62. **Stop Out:** shall mean the liquidation of a position when the Client's Account Margin Level drops below 50%. The Margin Level may be changed by the Company to match the one provided by the Liquidity Provider(s) and/or at the Company's own discretion.
63. **Swap:** for CFD trading shall mean the interest added or deducted for holding a position open overnight.
64. **Take Profit:** shall mean an instruction that is attached to a pending order or market order for realizing profits.
65. **Trading Account and/or Trading Accounts:** shall mean the Client Account and/or the special personal account and/or accounts of a Client that have a unique number or numbers for internal calculation and Client deposits, opened by the Company in the name of the Client.
66. **Trailing Stop:** in CFD trading shall mean a stop-loss order set at a percentage level below the market price for a long position. The trailing stop price is adjusted as the price fluctuates. A trailing stop order sets the

stop price at a fixed amount below the market price with an attached "trailing" amount. As the market price rises, the stop price rises by the trail amount, but if the pair price falls, the stop loss price does not change, and a market order is submitted when the stop price is hit.

67. **Transaction:** shall mean a transaction of the Client in a CFD or in a Real Stock.
68. **Transaction Size:** for CFD trading shall mean Lot Size multiplied by number of Lots.
69. **Underlying Asset:** shall mean the object or underlying asset in a CFD which may be Currency Pairs, Metals, Stock Indices, Commodities, Metals, Stocks, Futures or as determined by the Company from time to time and made available on the Company's Website.
70. **Underlying Market:** shall mean the relevant market where the Underlying Asset of a CFD is traded.
71. **Used Margin:** for CFD trading shall mean the necessary margin required by the Company so as Open Positions and or to maintain Open Positions.
72. **Unreasonable behaviour:** includes refusing to cooperate, or clarify an issue or matter, despite the Company's offers of help in good faith /making excessive contacts, whether by frequent calls i.e. daily, emailing/chatting/calling numerous staff members and causing any other form of nuisance, and expecting immediate responses/making frivolous or vexatious complaints against the Company's employees who are assisting in good faith/ during a call or chat, insisting on speaking to someone else, when the Company's employees have explained that he/she is speaking to the appropriate person.
73. **US Reportable Persons:** have the meaning in accordance to FATCA, namely:
  - a) a US citizen (including dual citizen)
  - b) a US resident alien for tax purposes
  - c) a domestic partnership
  - d) a domestic corporation
  - e) any estate other than a foreign estate
  - f) any trust if:
    - i. a court within the United States is able to exercise primary supervision over the administration of the trust;
    - ii. one or more United States persons have the authority to control all substantial decisions of the trust;
    - iii. any other person that is not a foreign person.
74. **Value Date:** means the clearing date of funds.
75. **Website:** shall mean the Company's website, which can be accessed on the following URL address <https://naga-global.com/>.