

## Terms and Conditions of MARGIN BOOSTER SCHEME

The "**MARGIN BOOSTER SCHEME**" (hereinafter referred to as the "**MARGIN BOOSTER**") is offered by NAGA CAPITAL LTD, a limited liability company incorporated and registered under the Laws of the Republic of Seychelles, with Registration Number 8422455-1, and having its registered address at CT House, Office 9A, Providence, Mahe, Seychelles (hereinafter referred to as the "**Company**" and/or "**NAGA**").

The Margin Booster may be granted available to all NAGA eligible Clients, who meet the necessary criteria identified and set herein and who already have an open and operating a trading account with the Company.

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

The Client also acknowledges, confirms, declares and agrees that all the remaining Legal Documents of the Company, as may be found in the Company's website at <u>www.nagacap.com</u>, have been also read, acknowledged and agreed to. The Client acknowledges, confirms, declares and agrees that the content of the Legal Documents govern the Margin Booster and that these Terms and Conditions for the Margin Booster should be read in conjunction to the Legal Documents, as these may be found at Company's official website at <u>www.nagacap.com</u> and may be amended from time to time.

This Margin Booster Scheme is valid and effective from the date of its publication to the Company's Website <u>www.nagacap.com</u> and it may be amended and/or altered and/or terminated at any time and at the sole discretion of the Company.

## **1. NECESSARY CRITERIA FOR THE ELIGIBILITY OF A CLIENT TO MARGIN BOOSTER SCHEME**

- 1.1. The individual shall be officially registered with the Company as a Company's client, pursuant to the Client Agreement of the Company.
- 1.2. During his/her registration procedure with the Company, the Client have acknowledged, confirmed, declared and agreed to the Legal Documents of the Company, as may be found in the Company's website at: <a href="http://www.nagacap.com">www.nagacap.com</a>.
- 1.3. The client shall have, at least, a trading account with the Company as mentioned above, which is going to be operated and monitored solely by the client in question.
- 1.4. The client shall acknowledge, confirm, declare, and agree to these Terms and Conditions.

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## 2. DURATION AND TERMINATION

2.1. This Margin Booster shall be in full force for a period of one (1) year from the date that the Client will sign the relevant Margin Booster Acknowledgment and, unless its earlier termination and/or alteration by the Company, which may be caused at any time and at the sole discretion of the Company.

2.2. The Company reserves the right to terminate and/or alter and/or amend the Margin Booster that may be provided to an eligible client without any notice and/or notification of any source, unless a notification may be deemed required by the relevant laws and regulations.

2.3. The Company cannot and will not be held responsible under the provisions herein for any omission and/or failure of the Clients to monitor and review any notifications and/or announcement that may be provided by the Company, either via the Company's Website and/or via email.

2.4. Notwithstanding the above, any indication or suspicion, at the sole discretion of the Company, of any form of Abusive Trading and/or arbitrage carried out in the trading account, whether independently or in connection with other clients of the Company (including, but not limited to, risk-free profit), abuse (including, but not limited to, trading activity patterns suggesting that the participant's primary aim is financial gain without a genuine interest in trading in the markets or accepting market risk), internal hedging in collaboration with other parties, or misuse, of any kind, of the Company's *"Welcome Bonus"* constitutes a violation of these Terms and Conditions. In such cases, the Company reserve the right, among other remedies, not to apply the Welcome Bonus and it may deduct the Welcome Bonus from the trading account of transfer any or all funds held in different trading accounts to offset obligations arising from any abusive actions towards the Welcome Bonus.

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

3.1. The Margin Booster is subject to these Terms and Conditions, as included herein and are subject to the rest of the Legal Documents, as are applicable to the Company's client.

3.2. The Margin Booster is applicable to one (1) trading account per eligible Client and per one (1) IP Address only.

3.3. The Margin Booster is applicable to all types of trading accounts held by any eligible client of the Company, who meet the necessary criteria, as mentioned above.

3.4. The Margin Booster is only applicable to the trading account for which the Margin Booster is approved by the Company, and the Margin Booster cannot be transferred to any other trading accounts after the Margin Booster has been provided.

3.5. The Margin Booster amount cannot exceed the total amount of deposits that the client had deposited in his/her trading account with the Company.

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3.6. The Margin Booster can be applied on internal transfers towards the trading account to which the Bonus has been applied.

3.7. The leverage of the underlying trading account shall always prevail.

3.8. In the event the Client's equity reaches or falls below the Margin Booster level, then the Margin Booster will automatically be removed, and it will not be applicable to the trading account of the client and the Company shall bear no responsibility and/or liability, or any kind whatsoever for any loss.

3.9. The Margin Booster amount can be used to increase the client's leverage but it cannot be traded and/or lost by the client under no circumstances.

3.10. In the event that the client proceed with a withdrawal request of his/her deposited amount, then the Margin Booster may be removed proportionally based on the Total Net Deposits using the formula below:

*Credit out* = MIN(withdrawn amount 
$$*\frac{\text{Credit}}{\text{Net Deposits}}$$
, *Total Credit*)

For example, for where there is a Total Net Deposits of 10.000, Bonus of 5.000 and a withdrawal request of 2.000, the Credit-out will be of the amount of 1.000.

3.11. The Margin Booster is for boosting the client's margin purposes only and it cannot be withdrawn under no circumstances.

3.12. The Margin Booster cannot be exchanged and/or shifted with any other scheme that the Company may provide from time to time.

3.13. The Company shall not be held responsible and/or liable in any way for any loss resulting from any potential "stop-out" that may be caused from open positions in the event that the Margin Booster is removed from the client's trading account.

3.14. In the event that an eligible client wishes to stop using the Margin Booster that was provided to him/her in his/her trading account, he/she may contact the Company at <a href="mailto:support@nagacap.com">support@nagacap.com</a>.

3.15. In the event of open positions, the maximum withdrawable amount of the client will be adjusted in order for the Margin Booster level of the trading account in question to stay above 150% after the Balance and Credit reduction. The withdrawable amount is calculated using the formula herein and an example is included in table below:

$$With drawable \ amount = \frac{Equity - Margin * 150\%}{1 + \frac{Credit}{Net \ Deposits}}$$

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Deposits	10,000 EUR
Balance	10,000 EUR
Credit	5,000 EUR
P&L	5,000 EUR
Equity	20,000 EUR
Margin	10,000 EUR
Rate	200%
Available withdrawal	3333.33 EUR
Credit out	1666.67 EUR
Remaining Balance	6,667 EUR
Remaining Credit	3,333 EUR
Remaining equity	15,000 EUR
Remaining free margin	150.00%

3.16. The Company shall not be held responsible and/or liable in any way for any loss resulting from any potential "stop-out" that may be caused from open positions in the event that the Margin Booster is removed from the client's trading account due to the client's withdrawal request.

3.17. Any amount received as a result of the Margin Booster and/or removed shall count towards the maximum cumulative Margin Booster amount.

3.18. In the event that a Company's client has any inquiry and/or requires assistance in relation to the Margin Booster, he/she may contact us at <a href="mailto:support@nagacap.com">support@nagacap.com</a>.

3.19. In the event that a Company's client has a complaint in relation to the Margin Booster, he/she may contact us at <u>complaints@nagacap.com</u>.

3.20. These Terms and Conditions do not disclose or detail all of the risks associated with investing in the Company's products and the Margin Booster. The client is strongly advised to review the Company's Legal Documents and risk disclosure, which may be found at the Company's website <u>www.nagacap.com</u>.

3.21. The language of these Terms and Conditions is English and any other language translation that may be provided is for reference only. In case of any inconsistency or discrepancy between the English and translated context, the original English version shall always prevail.

3.22. These Terms and Conditions shall be governed by and construed solely in accordance with the laws of the Republic of Seychelles and the sole and absolute jurisdiction of these Terms and Conditions will be the Courts of the Republic of Seychelles.

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