

Terms & Conditions (Client Agreement)

Zed Capital International Ltd ("Zed Capital", "Company", "we", "us", "our")

Effective date: 04 October 2025

1. About Us

1.1 Zed Capital International Ltd is licensed and supervised by the Financial Services Commission (FSC), Mauritius as an Investment Dealer.

1.2 **Registered office:** Level 7, Iconebene, Lot 8441, Rue de l'Institut, Ebene, Mauritius.

1.3 **Contact:** support@zedcapital.com | Tel: +230 655 5223 | Website: <https://zedcapital.com>.

1.4 These Terms govern access to and use of our websites, client portal and trading platforms (including Meta Trader 5 desktop, web and mobile) and related products and services (collectively, the "Services").

2. Scope & Acceptance

2.1 By applying for an account, clicking "I agree" or using the Services, you accept this Client Agreement and all documents incorporated by reference (together, the "Terms").

2.2 Incorporated documents include the Privacy Policy, Risk Disclosure, Order Execution Policy, Conflicts of Interest Policy, Complaints Policy, Fee & Charges Schedule, Cookie Policy and Account Specifications (each available on our Website or portal).

2.3 If there is a conflict, specific product terms, formal notices or the Fee & Charges Schedule will prevail to the extent of the conflict.

3. Definitions

"Account" means any trading wallet or sub-account you maintain with us.

"CFD" means Contract for Difference.

"Platform" means MT5 or any interface we provide for order placement and account management.

Other capitalised terms have meanings commonly used in margin trading and as described in our Order Execution Policy and Account Specifications.

4. Eligibility & Client Categorisation

4.1 You confirm that you are at least 18 years old, have legal capacity and are not resident in a restricted jurisdiction.

4.2 We classify clients (e.g. Retail, Professional or Eligible Counterparty) based on information you provide. Protections may differ by category as described in our policies and Account Specifications.

4.3 We may decline or discontinue onboarding at our discretion.

5. KYC / AML & Ongoing Monitoring

5.1 You must provide accurate, complete and current information (identity, contact, PEP status, tax residence/TIN, source of funds/wealth etc.) and keep it updated.

5.2 We conduct identity verification, sanctions/PEP screening, transaction monitoring and ongoing reviews as required by law.

5.3 We may request additional documents at any time and may suspend or close your Account if we cannot complete required checks.

5.4 We may record and monitor communications as permitted by law (see Privacy Policy).

6. Services & Nature of Relationship

6.1 We provide execution-only services in FX, Metals, Indices, Energies, Crypto-asset CFDs and other instruments listed on the Platform or Website (availability may differ by region and client category).

6.2 We do not provide investment, tax or legal advice and do not provide personal recommendations. Any market commentary or education is for general information only.

6.3 We may add, modify, suspend or remove instruments, features or Services without prior notice where lawful.

7. Key Risks (Summary)

7.1 Margin trading carries a high risk of rapid losses up to and including the loss of all invested capital.

7.2 Prices can be volatile; gapping may occur; stop orders are not guaranteed.

7.3 Past performance is not indicative of future results.

7.4 Read the Risk Disclosure before trading.

8. Platform Access & Proper Use

8.1 We grant a personal, non-exclusive, revocable licence to use the Platform solely for lawful trading and account management.

8.2 You must keep your credentials secure and notify us promptly of any suspected compromise.

8.3 The Platform may occasionally be unavailable due to maintenance, outages, market disruption or events beyond our control; uninterrupted service is not guaranteed.

8.4 Prohibited conduct includes market manipulation, abusive latency or quote arbitrage, use of malware, DDoS attacks or any activity that harms the integrity of the Services. We may void or adjust trades resulting from manifest error or abusive behaviour, acting reasonably and in accordance with our Order Execution Policy.

9. Orders, Pricing & Execution

9.1 Orders are executed under our Order Execution Policy, which you consent to by trading with us.

9.2 We may refuse, delay or cancel orders to protect you or us due to market conditions, compliance with law or reasonable suspicion of error or abuse.

9.3 Quotes are derived from our liquidity sources and may differ from other providers. Slippage, partial fills and requotes may occur, especially during low liquidity, high volatility or fast markets.

9.4 Rollovers, swaps/financing, corporate action adjustments and trading hour changes are applied as set out in the Account Specifications and Fee & Charges Schedule.

10. Leverage, Margin & Liquidation

10.1 Leverage and margin requirements are specified in the Account Specifications and may vary by instrument, volatility or your classification.

10.2 You must maintain sufficient margin at all times.

10.3 If equity falls below maintenance thresholds, we may reduce or close positions automatically (Stop-Out) without prior notice to limit exposure.

10.4 We may change leverage or margin requirements at any time (including intraday) for risk management purposes.

11. Fees, Charges & Taxes

11.1 You agree to pay all costs shown in the Fee & Charges Schedule and/or displayed on the Platform, including spreads, commissions, swaps/financing, conversion fees, data or market access fees (if any), inactivity or dormancy charges and other applicable costs.

11.2 Fees may be updated; changes will be posted with an effective date and apply thereafter.

11.3 You are responsible for taxes arising from your trading under applicable laws in your jurisdiction.

12. Deposits, Withdrawals & Payments

12.1 Funding and withdrawals must be made via approved methods and, unless we agree otherwise, in your own name. We may request payment proofs and will generally return funds to the original source.

12.2 We may decline or delay transactions to satisfy due diligence, sanctions or AML checks or other legal requirements.

12.3 Payment provider charges, FX conversions or bank fees may apply. Processing times vary by method and verification.

13. Account Types, Negative Balance & Dormancy

13.1 Account features, protections and parameters (e.g. leverage, stop-out levels) are set out in the Account Specifications.

13.2 **Negative Balance Protection (NBP):** If expressly stated in your Account Specifications or required by law, NBP limits your loss to the funds in your Account. Otherwise, you agree to settle any negative balance on demand.

13.3 **Dormant Accounts:** After the period specified in the Fee & Charges Schedule, we may charge inactivity fees or archive the Account in accordance with our policies.

14. Corporate Actions, Adjustments & Market Events

14.1 We may adjust positions or pricing for corporate actions (e.g. splits, dividends, rights issues) and for index constituents as described in the Account Specifications.

14.2 Extraordinary market events, trading halts or pricing disruptions may affect execution quality and availability.

15. Third Parties, IBs & Promotions

15.1 If you were referred by an Introducing Broker (IB) or affiliate, we may pay them fees or commissions. This does not increase your trading costs beyond disclosed fees.

15.2 We are not responsible for third-party content, tools, signals or representations unless expressly stated in writing by us.

15.3 Promotions or bonuses are subject to separate Promotion Terms and may be amended or withdrawn at any time.

16. Communications & E-Signatures

16.1 We may contact you via email, Platform notifications, SMS, phone or postal mail using your latest details.

16.2 Electronic documents and click-through acceptances are legally binding where permitted by law.

16.3 Notices are deemed delivered when sent or posted on the client portal or Website.

17. Data Protection & Recording

17.1 We process personal data under the Mauritius Data Protection Act 2017 and our Privacy Policy.

17.2 We may transfer data outside Mauritius with appropriate safeguards.

17.3 Calls, electronic communications and Platform interactions may be recorded or monitored for compliance, quality and security (see Privacy Policy).

18. Intellectual Property

18.1 All intellectual property in the Website, Platform, software, data, pricing, trademarks and content belongs to us or our licensors.

18.2 You may not copy, modify, reverse-engineer, resell or create derivative works without our prior written consent.

19. Conflicts of Interest

19.1 We maintain and apply a Conflicts of Interest Policy to identify and manage conflicts through disclosures, information barriers and other controls.

19.2 On request, we will provide a summary of our conflict-management approach.

20. Complaints

20.1 Please email support@zedcapital.com with details of your complaint.

20.2 We handle complaints in accordance with our Complaints Policy. If unresolved, you may escalate the matter to the FSC or another competent authority in Mauritius where applicable.

21. Liability & Indemnity

21.1 To the fullest extent permitted by law, we are not liable for:

- (a) Indirect, special, incidental, punitive or consequential loss;
- (b) Loss of profit, revenue, opportunity, goodwill or data;
- (c) Losses due to outages, delays, communication failures, system errors, pricing feeds or events beyond our reasonable control; or
- (d) Losses arising from reliance on third-party content or your own trading decisions.

21.2 Nothing in these terms excludes liability for fraud, gross negligence, wilful misconduct or any liability that cannot be excluded under applicable law.

21.3 You agree to indemnify us (and our directors, officers, employees and affiliates) against claims, losses and costs arising from your breach of these Terms, unlawful conduct or misuse of the Services.

22. Set-Off & Security Interest

22.1 We may set off amounts you owe us against any funds or property we hold for you across Accounts and currencies.

22.2 We may close positions and apply proceeds against your liabilities without prior notice where permitted by law or these Terms.

23. Force Majeure

23.1 We are not responsible for failure or delay caused by events beyond our reasonable control, including natural disasters, war, civil unrest, epidemics, cyber incidents, exchange or liquidity provider failures, market disruption, power outages or governmental actions.

24. Suspension, Closure & Termination

24.1 We may suspend or close your Account immediately where:

- (a) Required by law or a regulator;
- (b) Information is inaccurate or unverified;
- (c) There is suspected fraud, abuse or market manipulation;
- (d) You breach these Terms; or
- (e) Risk management requires it.

24.2 You may request closure if you have no open positions and no outstanding liabilities.

24.3 Termination does not affect accrued rights or obligations. After termination, we may close positions and process withdrawals net of amounts due.

25. Amendments

25.1 We may amend these terms by posting an updated version on the Website or client portal with an effective date. Continued use of the Services after the effective date constitutes acceptance.

26. Governing Law & Jurisdiction

26.1 These Terms are governed by the laws of Mauritius.

26.2 The courts of Mauritius have exclusive jurisdiction, without prejudice to any right we may have to bring proceedings in another jurisdiction to protect our rights.

26.3 Where appropriate and agreed by both parties, we may attempt good-faith mediation before litigation.

27. Miscellaneous

27.1 **Entire Agreement:** These Terms (including incorporated documents) constitute the entire agreement between you and us regarding the Services.

27.2 **No Advice:** You confirm that you are not relying on us for investment, tax, legal or accounting advice.

27.3 **Severability:** If any provision is invalid, the remainder remains in force.

27.4 **Assignment:** We may assign or transfer our rights and obligations to an affiliate or successor; you may not assign without our prior written consent.

27.5 **Language:** The governing language is English. Translations are for convenience only.

27.6 **Headings:** Provided for reference only and do not affect interpretation.

27.7 **Survival:** Sections regarding fees, liability, indemnity, set-off, intellectual property, data protection, governing law and any obligations intended to survive will continue after termination.

Incorporated by Reference (linked documents)

- Risk Disclosure
- Order Execution Policy
- Conflicts of Interest Policy
- Complaints Policy
- Fee & Charges Schedule
- Privacy Policy
- Cookie Policy
- Account Specifications (per account type & instrument)