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**WILFORD**  
**TRADE**

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**CLIENT AGREEMENT**



This Agreement, is official public offer of WilfordTrade Ltd, a company incorporated under the law of Saint Vincent and the Grenadines on 26th of September, 2018 with International Business Company Number 25028 IBC 2018, registered office situated at First Floor, First St Vincent Bank Ltd Building, James Street, Kingstown, St. Vincent and the Grenadines, hereinafter referred to as "The Company" or "WilfordTrade", and contains all essential terms applicable to provision of investment, financial and information services to clients of the Company.

## 1. Scope of Agreement

1.1. This Customer Agreement, together with WilfordTrade's Regulation of non-trading transactions, Regulation of Trading transactions, Regulation of trading transactions of CFD contracts, Risk Disclosure Statement, and Terms and Definitions (collectively "this Agreement") describe the terms and conditions applicable to the WilfordTrade account or accounts (collectively the "Account") opened at WilfordTrade in the name of the Client in order for the Client to enter into transactions (collectively "Transactions" and each one "Transaction") with financial instruments available in the trading terminal and on the Company's website at <https://wilfordtrade.com/> and for the Client's access to the web site, trading platforms, account services and support of WilfordTrade.

1.2. Client's electronic acceptance or written acceptance of the terms and conditions of the Agreement and/or use of Company's services will be taken as Client's consent to be legally bound by the Agreement. Registration in the Company's "Private Office" located at <https://wilfordtrade.com/> (hereinafter referred to as the "Private Office") is considered unconditional and conclusive acceptance of the present Agreement.

1.3. The Agreement is intended for any legal entity or individual (exception is made for persons destitute of nationality, individuals under age of 18, legal entities and entities of any other legal structure established in compliance with the law of Russian Federation, United States of America, Great Britain, New Zealand, British Columbia and located in Russian Federation, United States of America, Great Britain, Ireland, New Zealand, British Columbia; citizens and tax residents of Great Britain, United States of America, Ireland, New Zealand, British Columbia).

1.4. WilfordTrade provides an execution service only. WilfordTrade do not provides advice in relation to Transactions. Client enters into all Transactions at his/her own risk.

## 2. The Account

2.1. The client has the right to open trading accounts and manage them in any way, including: deposit and withdraw funds, perform trading and non-trading operations, perform internal transfers between the company's accounts (excluding internal transfers for Real IB, Real Binary Pro and ECN account groups).

2.2. The Client represents, warrants and undertakes that the Client is acting for the Client's sole benefit and not for or on behalf of any other person or entity and all Transactions are and will be carried out for the sole benefit of the Client. The Client is the only person or entity authorised or permitted to enter into Transactions for the account. If the Client appoints an agent, the Client hereby acknowledges and agrees that he shall be solely responsible for all acts and/or omissions of the agent, and neither the Company nor any of its affiliates nor the officers, directors, managers, agents or employees of the Company or any Company's affiliate shall be liability to the Client for any such actions or omissions, whether or not within the scope of the agent's authorisation. In case the Client acts on behalf of any other person or entity, then regardless of whether this person or entity is identified or not, the Company does not accept him/her as the client and is not liable towards such a person, with exception made for the cases when this is preconditioned and agreed upon on case-by-case basis.

2.3. The Client shall notify the Company by email within 3 (three) days, and promptly update any factual change in the validity of the information he/she have previously provided to the Company of a personal nature such as Client's contact information, email address, residential address or contact telephone number. The Client must notify the Company of any material changes to Client's financial profile that has been provided in Client's registration data. The Company may request additional information from the



Client to maintain Company's records. The Client is fully and solely responsible for accuracy of payments he/she makes. In case the Company's payment details are amended, once new details are published the Client is solely responsible for payments made using obsolete payment details.

2.4. The Client has the right to add funds to his/her accounts at any time using any payment options provided by the Company. Deposit and withdrawal transactions to/from the Client's account are regulated by the Non-Trading Operations Regulation (hereinafter referred to as NTO Regulation), which is an integral part of the present Agreement. The Company processes funds deposit/withdrawal based on requests for non-trading operations submitted via the Private office or other services in accordance with relevant Regulations using payment systems and bank details belonging either to the Company or its authorized agents, individuals or legal entities.

2.5. The Company keeps record of the Client's funds, completed and running trading and non-trading transactions, as well as settlement payments for the transactions the Client made in his/her trading account. The Company ensures security of the current balance amounts stored in the Client's trading accounts.

2.6. The Company carries out accounting of the Client's funds with the use of the trading server, while all mutual payments are made in accordance with records kept in the trading server system.

2.7. The Company has the right to refuse to register an account and/or accept requests relating to existing Client's accounts, in case the Client violates the present Agreement and/or relevant Regulations.

2.8. The Company shall provide the Client with all necessary information concerning his/her accounts, current financial instruments quotes available in the trading terminal, the order of mutual payments, quotes, trading and non-trading transaction rules, bonuses, promotions and other activities arranged by the Company.

### 3. Trading

3.1. The Company executes the Client's trading and non-trading orders provided by functionality of the client terminal, Private office and other means of request submission in compliance with provisions of the present Agreement and relevant Regulations and specifications. The Client has the right to submit requests for trading and non-trading operations by means provided by the Agreement and relevant Regulations.

3.2. The Company shall ensure security and true recording of funds in the Client's accounts with due consideration of trading and non-trading transactions, including fees, dues, promotions, bonuses and other transactions.

3.3. Orders given using the Client's account in the trading platform, the Private office and other means provided by the present Agreement and relevant Regulations are considered coming from the Client directly. The Company shall be entitled to rely on and act in accordance with any instructions, requests and notices (whether or not in writing and howsoever communicated) which the Company believes in good faith to emanate from the Client or a person duly authorised to instruct WilfordTrade on Client's behalf. All Transactions entered into are at the Client's sole responsibility, risk and expense and subject to the terms and conditions set out in this Agreement as amended from time to time. The Company has the right to reject the Client's order or request, in case any provision of a relevant Regulation is not fulfilled as of the moment the request/order processing is completed by the Company. However, despite provisions of a relevant Regulation are not fulfilled, the Company on its own discretion has the right to accept and execute such a request or order.

3.4. The Company may deny execution of a trading or non-trading operation or to cancel the executed operation if it was discovered that the transaction request is submitted inappropriately, if the request contains false information or the transaction contravenes the Regulations in force and/or provisions of the present Agreement.

3.5. The Company does not guarantee that any Transaction or Transactions can be entered into at any given price or at all but shall use its sufficient efforts to effect Transactions. The Company may in Company's absolute discretion and without further



explanation to the Client refuse any Transaction and/or nullify its financial result if the Company considers in good faith that the Transaction would breach any credit or position limits imposed by the Company with respect to the Account or that the resulting Transaction would be in breach of this Agreement or any law, regulation or rule applicable to the Company, the Client, the Account or the Transaction. The Company has the right on its own discretion to invalidate any Client's trading transaction or close one or several Client's positions at a current price at any time.

3.6. The present Agreement forbids use of strategies oriented on the profit extraction by means of intentionally creating the situations, when one of the Clients' or a group of Clients' account turns to negative balance, including the situation when the accounts are opened under the names of different persons, invariably being the part of one trading strategy.

#### 4. Withdrawal from the Account by the Client

4.1. The Client may request the Company to permit withdrawal from the Account. In calculating the amount available for withdrawal, the Company will take into account the balance in the account where the withdrawal is requested and the balance/s in other account / accounts maintained by the Client minus the amount of loss actually sustained and amounts withdrawn earlier. All withdrawal requests should be made in writing and in a form acceptable to the Company. Without prejudice to any rights of WilfordTrade under this Agreement, WilfordTrade shall transfer such excess amounts (if any, and as determined by WilfordTrade in its sole discretion), less any applicable Bank or other transfer fees, according to the Client's instructions. For the avoidance of doubt any such transfer by WilfordTrade is subject to (i) applicable laws and regulations including but not limited to anti-money laundering, tax authorities' requirements for deduction at source and exchange control foreign currency transfer restrictions, and the Client providing full identification documentation as required by WilfordTrade.

4.2. In case the Client's total debt to the Company under the present Agreement or the relevant Regulation equals to the Company's total debt to the Client, mutual offset of these liabilities takes place. A party with a greater debt shall pay the other party the difference remaining after mutual offset.

4.3. In case the Client is due to pay the Company an amount exceeding his/her account's equity, the amount should be paid within 2 (two) business days from a date this obligation incurred.

#### 5. Inactive Accounts

5.1. An account shall be considered as inactive in the absence of any activity for a period of 2 (two) months. In the absence of trading activity on the Client's account was occurred:

- 5.1.1. within 2 (two) months - the Company has the right to transfer the Client's account to the archive with the preservation of funds in the account in full;
- 5.1.2. within 18 (eighteen) months - the Company has the right to withdraw the money off such an account and to direct them on charity;
- 5.1.3. within a 3 (three) month - the Company has the right to charge a commission for account maintenance in amount of 100 USD per each month of inactivity.

5.2. For the re-activation of Inactive and Dormant Accounts, the Client must inform the Company accordingly in writing. The Company reserves the right to request updated identification document and information required by the relevant laws and regulation prior proceeding accordingly.

#### 6. Indemnification

6.1. Neither WilfordTrade nor any of its affiliates, officers, directors, managers, employees or agents shall be liable for any loss, damage or debt to the Client arising directly or indirectly out of or in connection with this Agreement or any Transaction, except in the event of gross negligence or wilful misconduct on the part of WilfordTrade, its affiliates, officers, directors, managers, employees or agents. The Company does not bear responsibility for results of trading operations and decisions the Client made basing on any information provided and/or published by the Company, such as but not limited to the Client's trading account data and financial instruments' prices.

6.2. The Client agrees to indemnify and hold WilfordTrade, and WilfordTrade's affiliates, officers, directors, managers, employees, agents, successors and assigns ("Indemnified Persons"), harmless from and against any and all liabilities, losses, WilfordTrade Ltd., 2018



damages, costs and expenses (including reasonable attorney's fees) incurred by the Indemnified Persons and each of them arising out of the Client's failure to comply with any and all of its obligations set forth in this Agreement and/or WilfordTrade's enforcement against the Client of any and all of its rights under this Agreement.

6.3. The Company does not make any warranty or guarantee with respect to the Trading Platform and/or its content, including but not limited to, warranties for merchantability or fitness for a particular purpose. If a quoting error (known to the Client or of which the Client should reasonably have been aware) occurs due to a mistake by WilfordTrade or due to a computer or system malfunction, the Company will not be liable for any resulting errors in the Client's Account balances. The Company reserves the right to make such corrections or adjustments to the Account involved in any such error as it considers appropriate in its discretion. Any dispute arising from such quoting errors will be resolved on the basis of the fair market value of the underlying product at the time the error was made.

6.4. WilfordTrade shall not be liable to the Client for any loss, damage or cost of any nature incurred by the Client directly or indirectly by any cause beyond WilfordTrade's control, including without limitation, due to WilfordTrade inability to perform any Transaction or the improper or partial performance of any Transaction due to technical reasons (such as, without limitation, damage or destruction to its computer systems, data or records or any part thereof, or for delays, losses, errors or omissions resulting from the failure or mismanagement of any telecommunications or computer equipment or software) or otherwise, absent gross negligence or willful default by WilfordTrade.

#### 7. Termination of Agreement

7.1. The Company has the right to terminate the present Agreement on an unilateral basis without disclosing the reasons, but with preliminary notification of the Client no less than 3 (three) business days prior to termination of the present Agreement.

7.2. The client has the right to terminate the present Agreement, provided that the following conditions are met: the Client submits a written notice to the Company 5 days prior to the assumed termination date; the Client has no liabilities or debts to the Company; no Client's requests of any kind are pending in the Client's accounts.

#### 8. Additional rights

8.1. WilfordTrade's rights under this clause shall be in addition to, and not in limitation or exclusion of, any other rights which WilfordTrade may have (whether by agreement, operation of law or otherwise):

8.1.1. to suspend service provision to the Client at any time, without prior notification of the Client and without disclosing the reasons.

8.1.2. to set restrictions on the minimal volume the market can be entered with at any time and without prior notice.

8.1.3. to delegate its rights and obligations under the Agreement partially or in full to any third party.

8.1.4. to provide the Client with trading recommendations and forecasts relating to any operations and/or events using open information sources, limited access sources or personally.

#### 9. Events of Force Majeure

9.1. The Company shall not be liable to the Client for any partial or non- performance of Company's obligations hereunder by reason of any cause beyond Company's reasonable control, such as technological or other system failures or in the case of Force Majeure Event, as defined below under Clause 9.2, provided that in such cases the Company shall, to the extent reasonably possible, act in line with obligations to act for the best interest of Company's clients.

9.2. Force Majeure Event means any even or circumstances outside Company's control, including but not limited to the following:

(a) Wars, riots, acts of terrorism, turmoil or civil unrest or (a) major upheaval;



(b) Any event or occurrence that, in Company's reasonable opinion, prevents the Company from maintaining an orderly market in one or more of the indices/markets in respect of which the Company ordinarily accepts Transactions;

(c) Any event affecting the orderly functioning of the financial markets, suspension or closure of any market or exchange, temporary suspension of prices or the imposition of limits or special or unusual rules on the Transactions in any such market or on any such event;

(d) The occurrence of an excessive movement in the level of any of Company's Indices and/ or any corresponding market or Company's anticipation (acting reasonably) of the occurrence of such a movement; or

(e) the failure of any relevant supplier, broker, agent or principal of the Company, exchange or clearing house, for any reason to perform its obligations

#### 10. Data Protection

10.1. The Client hereby acknowledges and agrees that the Company shall collect and process personal information provided by the Client in connection with the Account for the purpose of performing Company's obligations under this Client Agreement. The Company may share Client's personal information with third parties in order to provide the services and improve Company's product and services in line with the applicable laws and WilfordTrade Privacy Policy. WilfordTrade will not disclose personal information to any third party without Client's prior consent and/or without having a legal basis to do so

10.2. The Client agrees that WilfordTrade may pass information about the Client which the Client has provided to WilfordTrade to other companies in WilfordTrade's group and to external companies to help WilfordTrade to process and/or analyse it as part of the provision of services to the Client.

10.3. In the event that the Client consented for the use of personal data by the Company for marketing and information procedures and controls include management purposes, or to conduct market research for WilfordTrade then WilfordTrade may share these data with other companies in its group or with carefully selected external parties that may use the personal data to bring to the attention of the Client products and services that may be of interest to the Client and also to assist in the efficient provision of services

#### 11. Complaints

11.1. The Client has the right to submit a claim to the Company if the Client believes that the Company violates one or more articles of the present Agreement or any Regulations. All disputes and controversies arising out of, under, or in connection with the present Agreement and relevant Regulations are to be settled by way of negotiation. In order for a dispute or a controversy to be submitted to the court the claim settlement procedure should be observed.

11.2. The Client is requested to raise any complaint or dispute with the Company within 20 (twenty) days from the moment the affected party found out that its rights were violated. Statement of claim may be filed to a court in case the claim was not settled or response to the claim was not received within 30 (thirty) days.

11.3. Clients are able to address a complaint to the Company at no cost. The claim should be submitted to the Company in the way described in the present Agreement.

11.4. The claim should contain the Client's first and last names (or the company name in case the Client is a legal entity), the Client's account number, date and time the problem occurred, and the description of disputable situation with reference to an article/articles of the present Agreement and/or a relevant Regulation that the Client considers violated. The claim must not contain emotional evaluation of the disputable situation, offensive remarks and expletives.

11.5. The Company has the right to reject a claim in case it does not meet the requirements of the present Agreement.



11.6. Upon receipt of a complaint the Company will acknowledge such receipt and that it will be ensured that the complaint is kept informed of the progress of the measures being taken for the resolution of the complaint.

11.7. A complaint is deemed as resolved where the complainant has indicated acceptance of a response from the Company, with neither the response nor acceptance having to be in writing.

11.8. During the investigation into a complaint the Company reserves the right to suspend Client's trading accounts for the term of the investigation until it is resolved.

## 12. Use of Internet, Software and Computers

12.1. The Client understands and acknowledges that:

12.1.1. While the Internet are generally reliable, technical problems or other conditions may from time to time delay or prevent the Client from accessing the Trading Platform.

12.1.2. The use of the Internet exposes the user to risks resulting from the structure of the Internet and the use of a personal computer and/or any other end equipment permitting connection to the Internet.

12.1.3. The Client is responsible for all the results of unauthorised use of passwords and other means of information protection given to the Client, and in the Client's personal computer.

12.1.4. The entry passwords for the Private office and Trading Platform are personal, secret, private, and may not be transferred. The client should consider changing their password on a regular basis. Use of the passwords and the preservation of their secrecy is at the full responsibility of the user, with all that this entails, including, but not only, responsibility for damage caused to the Client and/or to any other third party, as a result of transferring the password to others, by acts of commission or omission, and/or as a result of unsuitable storage of the password.

## 13. Representations and Warranties

13.1. When the Client enters into this Agreement and each time the Client places an order for a Transaction, enters into a Transaction or gives any other instruction, the Client represents and warrants to the Company that:

13.1.1. the Client has fully read and understood the Risk Warning Notice and the Representations and Warranties in this Clause 20 before signing this Agreement;

13.1.2. all information and documents provided by the Client to the Company is true accurate and complete in all material respects and the Client shall immediately notify the Company of any material change thereto;

13.1.3. the Client is authorised to enter into and perform this Agreement and all Transactions hereunder;

13.1.4. neither entering into this Agreement, the placing of any order or entry into any Transaction or the giving of any other instruction will violate any law, regulation, rule, by-law, agreement, obligation, judgment, or policy applicable to the Client;

13.1.5. the Client understands and accepts that he is responsible for obtaining his own advice as to his own tax position and as to the suitability of any Transaction in light of his investment objectives and experience;

13.1.6. the Client is of sound mind and legally competent and has the full right and authority to perform spot forex and CFD Transactions and any other Transactions offered by WilfordTrade through the Trading Platform or for the Account;

13.1.7. the Client (if not a natural person) is duly organised and validly existing under the laws of the jurisdiction of its organisation or incorporation and has duly passed any and all resolutions required under its organisational documents and law applicable to it to execute this



13.1.8. The Client warrants that all information and documentation provided is true, accurate and complete in all material respects and the copies of documents are true copies of the originals. Breach of this warranty gives the Company to close out all open Transactions and to close the Account and recover any losses and costs.

13.1.9. The Client warrants that all funds deposited into his/her account is untainted with any illegality and, in particular, does not originate from any illegal activity or source, and that all payments made into account are authorised by the Client.

13.1.10. The Client accepts that all transactions made into his/her account may be verified to prevent money laundering and that any transactions which WilfordTrade deems suspicious, may be reported to the appropriate competent authority.

13.1.11. The Client warrants that his/her account may not be used as a banking facility, and all deposits into the account should only be made with a view to using the funds to undertake trading. Should repeated deposits and withdrawals be made without trades being conducted the Company reserves the right to pass on to Client's account any incurred costs, and the Company may at its absolute discretion close the account.

13.1.12. The Client hereby agrees and undertakes to immediately inform WilfordTrade of any access to the Account by a user unauthorised by the Client and/or of any violation and/or damage to privacy and/or to the security of the Trading Platform.

#### 14. Entire Agreement and Amendments

14.1. This Agreement and any document referred to herein, constitutes the entire agreement among the parties hereto and supersedes any and all prior agreements or understandings among the parties with respect to the subject matter hereof.

14.2. The Company may amend this Agreement at any time on Notice to the Client (subject to any specific section allowing a particular notice period or no notice requirement at all). The changes will become effective the earlier of the date specified in the notice, or five (5) Business Days after the notice is sent. This Agreement may not be amended except by notice in writing or electronic means signed or given by a duly authorised representative of WilfordTrade.

14.3. The Company has the right to introduce alterations to the Agreement and Regulations on a unilateral basis. The alterations come into effect once they are published.

#### 15. Assignment

15.1. WilfordTrade may assign its rights and/or obligations pursuant to this Agreement and all Transactions by prior Notice to the Client. The Client may not assign its rights and/or obligations hereunder except with WilfordTrade's prior written consent, which may be given or denied at WilfordTrade's sole absolute discretion.

15.2. Not to assign his/her rights under the Agreement, not to delegate and/or perform any other act of transfer of authority in compliance with the present Agreement and the relevant Regulations without prior written consent of the Company. If this provision is violated, any such assignment, delegation or transfer of authority will be considered invalid.

#### 16. Severability

If any provision of this Agreement or the application thereof to any Transaction, person or circumstance will be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and the application thereof will not be affected and will be enforceable to the fullest extent permitted by law.

#### 17. Limitation of liability

17.1. WilfordTrade shall not be liable for any technical problems, system failures and malfunctions, communication line failures, equipment or software failures or malfunctions, system access issues, system capacity issues, high Internet traffic demand, security breaches and unauthorised access, and other similar computer problems and defects.





17.2. WilfordTrade does not represent, warrant or guarantee that the Client will be able to access or use the Trading Platform at all times or all locations of its choosing, or that WilfordTrade will have adequate capacity for the Trading Platform as a whole or in any geographic location, or that the Trading Platform will provide uninterrupted and error-free service.

17.3. WilfordTrade shall not be responsible for any loss and/or damage of any kind caused to the Client as a result of use of the Account by others, whether or not with the Client's knowledge.

17.4. The use of the WilfordTrade web site, the Trading Platform, and the information services provided by WilfordTrade to the Client are at the Client's full and sole responsibility and the Client hereby confirms that he is aware of all the risks resulting from the method of giving and receiving the information services through the internet.

## 18. Communications

18.1. By accepting and agreeing to this Agreement, the Client agrees that the provision of information through electronic means such as the Company's Website or Client's verified email ("durable mediums"), due to the nature of the relationship established between the Company and the Client is acceptable. The provision of an e-mail address by the Client, for the purposes of the carrying on of that business, is considered as sufficient evidence.

18.2. Report(s) and any Notice(s) hereunder may be transmitted to the Client at the address/email address notified by the Client to WilfordTrade from time to time for this purpose. All communications sent to the Client shall be deemed delivered, at the time of delivery if sent by e-mail, via the Private office, by hand delivery or notified through the MetaTrader trading terminal or within three (3) Business Days if posted by mail. Communications by the Client shall be deemed delivered only when actually received by WilfordTrade. The Client acknowledges and consents to that all information by WilfordTrade as applicable, will be sent to the Client electronically by means of, inter alia, the Website, email and the MetaTrader trading terminal, or other channels as WilfordTrade from time to time may deem appropriate, whether such information is personally addressed to the Client or generally addressed to all Company's clients. The Client hereby acknowledges and confirms that all such methods of communication are acceptable and any such communication so provided will be considered to have been received by the Client.

18.3. For the purpose of communication the Company utilizes the Client's details and personal data he/she provided during registration in the Private Office taking into account all alterations the Client indicated in compliance with the present Agreement.

18.4. The Agreement is written in the English language and all correspondence, documents and communications between the Client and the Company shall be in English. However, where appropriate and for Client's convenience, WilfordTrade will endeavour to communicate with the Client in other languages. In the event of any conflict between languages, English will prevail.

18.5. The Company is not responsible before the Client for nonreceipt of information, in case of communication channel malfunction, equipment breakdowns and any other disturbances in operation of services and organizations transferring the information.

18.6. In case the Client communicates information, requests or orders requiring personal identification, he/she is obligated to use communication means allowing unambiguous identification. Otherwise, the Company does not accept such messages, orders or requests.

18.7. In case the Client submits orders for trading transaction execution, and a chosen information transfer method is unavailable, the Client is obliged to use alternative communication means stipulated by the present Agreement.

18.8. The Client consents that his/her phone calls and other messages may be recorded using magnetic or electronic data storage devices. These recordings belong to the Company and can serve as a proof of orders given by the Client.

## 19. Intellectual Property

19.1. Company's website, including the Trading terminal, and any and all Information, software applications, documentation and other information, data and materials which the Company may supply or make available to the Client, either directly or through



a third party service provider or licensor (collectively the “Materials”) are and will remain Company’s property or that of Company’s third party service providers or licensors.

19.2. All copyrights, trademarks, design rights and other intellectual property rights in the WilfordTrade Materials, including without limitation all updates, modifications, compilations and enhancements, and all derivative works based on any of the WilfordTrade Materials, are and will remain Company’s property (or those of Company’s third-party service providers or licensors as applicable).

19.3. The Client may access and use the WilfordTrade Materials only as expressly permitted for the operation of the Account in accordance with this Agreement. The Client must not supply all or part of the WilfordTrade Materials to anyone else and must not copy or reproduce all or part of them without Company’s prior written permission.

19.4. If The Company has provided any materials to the Client in connection with Company’s Website the Client must return those to the Company on closure of the Account.

19.5. Except to the extent expressly permitted under this Agreement or any other written agreement between the Company and the Client, the Client must not: (a) modify, translate or create derivative works based upon any of the WilfordTrade Materials; (b) take any action compromising or challenging, or threatening to compromise or challenge, the enjoyment or use by any other client of any of the WilfordTrade Materials or the rights of the Company or any of Company’s third party service providers or licensors in any of the WilfordTrade Materials; or (c) reverse engineer, decompile or disassemble any of the WilfordTrade Materials comprising software or otherwise attempt to discover the source code thereof.

19.6. The Client must notify the Company immediately of any unauthorized use or misuse of any of the WilfordTrade Materials of which the Client become aware and, provide the Company cooperation in remedying such violation and/or taking steps to prevent the future occurrence thereof.

## 20. Miscellaneous

20.1. In case different language versions of the present Agreement and Regulations contradict each other, the priority is given to the English version.

## 21. Law and Jurisdiction

21.1. This Agreement, its Annexes and all Company’s regulations is governed by, and shall be construed in accordance with, the laws of Saint Vincent and the Grenadines.

21.2. WilfordTrade and the Client hereby agrees that the courts of the Saint Vincent and the Grenadines shall have an exclusive jurisdiction with respect to any disputes or claims which may arise out of or in connection with this Agreement or any Transaction and accordingly WilfordTrade and the Client submit to the jurisdiction of the Saint Vincent and the Grenadines courts The Client agrees to fulfill requirements and execute orders of the court, including but not limited to requirements and orders regarding any of the Client’s assets.