



## **Information Service Agreement**

Dunboyne Investment, S.A. referred to hereinafter as The Company, and represented by its President, Mrs. Aknia Chi acting in accordance with the Bylaws and \_\_\_\_\_, referred to hereinafter as Client, jointly referred to hereinafter as Parties, have entered this Agreement concerning the following:

### **1. TERMS OF THE AGREEMENT.**

The Company provides the Client with information related to the foreign exchange and CFD markets in real time, as well as technical means to place trading orders and consulting services on terms and conditions set forth herewith.

### **2. GENERAL CLAUSES.**

2.1. This Agreement is based on Terms of Service available at [www.forex-metal.com](http://www.forex-metal.com).

2.2. The Client authorizes the Company to enter and execute orders on the Client's behalf and to keep the record of all transactions.

2.3. The definition of the Client shall be also understood to include a third party, referred to hereinafter as Agent, who has been commissioned in writing by the Person signing this Agreement to manage the trading account thereof.

### **3. OBLIGATIONS OF THE PARTIES.**

3.1. The Company hereby promises:

3.1.1. To provide the Client with technical and information facilities 24 hours a day each week, excluding the period from 12:00pm Saturday to 00:00am Monday (GMT time) and excluding European and US official holidays.

3.1.2. To provide the Client with e-mail and online support during the same hours of operation as in clause 3.1.1. and with customer service over the phone during specified working hours. 3.1.3. To provide conversion into electronic format and timely transmission of orders issued by the Client.

3.1.4. To log Client's orders and execution thereof, and provide the Client with required extracts on demand.

3.1.5. To credit the Client's trading account with the Client's immediately upon confirmation of the funds receipt by the Company.

3.1.6. To process a withdrawal from the client's trading account upon request within 3 business days. The withdrawal amount will only be debited from the client's account if there are no open positions in the trading account at the time when the withdrawal is made and the account balance is greater than the amount of the withdrawal.

3.2. The Client hereby promises: 3.2.1. To lodge formal complaints with The Company within two working days from the moment of issue of the order, should handling or logging thereof appear unsatisfactory, or otherwise, waive the right to any recourse against The Company or its representatives and Agents.

3.2.2. To use the information obtained from The Company exclusively in the information system of the Company except otherwise agreed by the Parties.

3.3. The Parties calculate and pay appropriate taxes and other liabilities to third parties independently.

#### **4. ORDER EXECUTION.**

4.1. Only electronic orders of the Client shall be subject to execution. In an emergency, individual orders may be executed based on oral instructions of the Client received over the telephone, subject to prior agreement by the Parties.

4.2. The Company may refuse to execute orders in cases set forth in the Terms of Service.

#### **5. OBLIGATIONS OF THE PARTIES.**

5.1. The Company reserves the right to cancel or suspend the Agreement in case when the Client violates the Agreement or the Terms.

5.2. The Company shall not be liable for Client's losses resulting from execution of orders of an Agent of the Client The Company, if the Client should withdraw Agent's authorization to issue orders to The Company, but fail to notify The Company about such withdrawal in a timely manner. 5.3. Complaints of one of the Parties against the other shall be lodged within 2 business days from the event taking place.

5.4. The Party receiving a complaint shall have to consider it and issue a substantial reply within five business days of receipt.

5.5. All disputes and differences arising from this Agreement or in relation thereof shall be in all possibility resolved by the Parties through negotiation.

5.6. In the event of an irreconcilable dispute, the dispute shall be referred to the Arbitration Court of the City of Montevideo, Uruguay.

## **7. FORCE MAJEURE.**

7.1. The Parties shall not be liable for nonperformance of this Agreement in the entirety or in part or undue performance thereof, if this nonperformance or undue performance is caused by extraordinary circumstances that have arisen after the conclusion of this Agreement, that could not have been foreseen or prevented (natural disasters, wars and hostilities, legislative changes in the countries of residence of the Parties, precipitous changes in currency rates on the international markets and so forth).

7.2. The Company shall not be liable for delayed transmission of the orders arising from technical malfunctions or organizational failures resulting from causes outside of the scope of control of The Company.

7.3. The Party caused to be unable to perform this Agreement shall have to notify the other Party in writing within 5 days from the moment of coming of the aforementioned circumstances into existence about such existence and assumed duration thereof. The facts presented in the notice shall have to be witnessed by the authorized representative of the respective Party.

7.4. Party failing to notify or notifying late shall forfeit the right to cite any of the aforementioned circumstances as grounds for nonperformance or undue performance of the obligations.

## **8. TERM AND DISSOLUTION OF THE AGREEMENT.**

8.1. This Agreement shall be valid from the time when it is accepted by the client in writing or by electronic means. The performance of the Agreement on the part of The Company shall cease upon closing of the Client's account and The Company shall only be liable for return of the balance of the account to the Client.

8.2. The dissolution of the Agreement may be initiated by one of the Parties who shall notify the other Party of the intent thereto no later than 10 days in advance. The Client must close all open positions no later than 3 days before dissolving the Agreement. In such a case, an authorized representative of The Company shall approve the release of unincumbered funds to the Client.

8.3. Revisions and amendments to this Agreement must be duly drawn up and signed by the Parties to be valid.