



THREE PART DOCUMENT

This Three Part Document Contains Your:

- 1: CUSTOMER ACCOUNT APPLICATION
- 2: CUSTOMER ACCOUNT AGREEMENT
- 3: AUTHORIZATION OF BROKER/DEALER

IMPORTANT:

THIS THREE (3) PART DOCUMENT MUST BE COMPLETED IN ITS ENTIRETY PLEASE SIGN WHERE THE "X" APPEARS ON EACH PAGE AND RETURN TO NEW ACCOUNTS DEPARTMENT.

DISCLAIMER: Applicant understands that this is an application to establish an account with BROAD STREET METALS Applicant also understands that BROAD STREET METALS, INC. its officers and employees, are not affiliated with, nor endorse, any precious metal dealer or broker. BROAD STREET METALS, INC. does not guarantee the profitability of any investment of applicant BROAD STREET METALS, INC. makes no representations about the advisability of purchasing metals, foreign currencies and/or other products.

See: Risk Disclosure Statements for complete details of risk.



CUSTOMER ACCOUNT APPLICATION

In order to establish an account with BROAD STREET METALS, all information requested on this application is REQUIRED. Information applied to BROAD STREET METALS SHALL BE TREATED IN STRICT CONFIDENCE. Please print clearly or type information requested.

Type of Account (please check appropriate box)

Individual Joint grants With Tenants Partnership Corporation Other: Right of Survivorship In Common

Customer's Full Name _____
 (If partnership or joint account, names of all partners or Individuals and their signatures are required)

Date of Birth _____ Male or Female _____ Marital Status _____ Citizenship _____

Social Security /Tax I.D. # _____ - _____ - _____

Social Security /Tax I.D. #(2nd party) _____ - _____ - _____

Home Address: Own Rent _____
 City _____ State _____ Zip _____ Home Phone _____

Employer _____ Type of Business _____
 Position _____

Business Address _____
 (If P.O. Box number, also include street address)
 City _____ State _____ Zip _____ Business Phone _____

Send confirmation and Statements to (check one) Home Business

Education Completed _____

Spouse's Name: _____ Employer: _____
 Address _____

Widowed: Yes No Disabled: Yes No Retired: Yes No Number Dependents _____

Net Worth: Under 50,000 50,000-100,000 100,000-250,000 250,000-500,000 500,000-1,000,000 over 1,000,000

Income Under 30,000 50,000-100,000 100,000-250,000 250,000-500,000 500,000- 1,000,000 over 1,000,000

Investment Experience: Precious Metals Mutual Funds Commodities Stocks Bonds CD Real Estate Money Market

Name of bank(s) _____ Type of Account(s) _____

I/We certify that the foregoing information is accurate, and herein acknowledge receipt and thorough understanding of the Customer Account Terms and Conditions Booklet and Risk Disclosure Booklet. I/We acknowledge this document as a bona fide addendum to my/our Customer Account Agreement with BROAD STREET METALS, INC

X _____
 Signature of Customer or Authorized Signer

X _____
 Signature of Customer or Authorized Agent



ACCOUNT AGREEMENT

I/We wish to establish a Customer Account with you pursuant to which, on my/our instructions or those of any legal representative whom I/We may appoint as my/our agent, you will purchase, sell or coordinate delivery to and from third parties; any form of mutually agreed upon Precious Metals or other products (but NOT securities) held or to be held in my/our account.

I/We understand that concurrently with the establishment of my/our account, a credit line facility will be made available to me/us for any and all unpaid amounts due BROAD STREET METALS. I/We agree that you shall have, and I/We hereby grant to you a general lien and purchase money security interest in such assets held in my/our accounts. I/We also agree that you shall have, and I/We hereby grant to you and/or your affiliates or assigns, a general lien and security interest in the assets held in this account and any other properties and assets of whatsoever nature and kind, both present and future that, I/We have in any other account with you, your assigns and your affiliates. Such liens and securities interests are granted to you to secure the due payment of my/our obligations to you, your assigns and your affiliates.

I/We agree to maintain such equity in my/our account with you as you may require, from time to time, and to meet promptly all Equity Calls. If I/We do not meet an Equity Call within such time as you may set, I/We authorize you to sell any or all of my/our assets in satisfaction of such Equity Call without notice to meet me/us.

I/We agree that such credit advances provided to menus from you, outstanding from time to time, will bear a credit fee accrued daily and charged to my account monthly, at a rate equal to Chase Manhattan Prime or Base Rate plus up to 6 ½ % percentage points per annum.

I/We agree that such credit fee rate or rates shall be adjusted on the effective date of each change in the Chase Manhattan Prime or Base Rate.

I/We understand and agree that all telephone calls to and from your trading desk may be tape recorded, and all approved instructions are enforceable contracts.

Subject to your acceptance of this Agreement and the establishment by you of my/our Customer Account and a credit line facility to me/us, I/We, hereby, authorize you to execute on my/our behalf, purchase and sales of such assets as may be held in my/our Customer Account. The establishment of my/our Customer Account and credit line facility for me/us will be on the terms and conditions set forth in this Agreement (and Addenda Thereto, if any) which are contained in the Customer Account Terms and Conditions and Risk Disclosure Booklets, and are incorporated fully as part of this Agreement by reference therein.

Buyer acknowledges that each transaction is a spot metals transaction and not a futures contract. Buyer has the intent, but not the obligation to take delivery of the metals, the customer choose whether to pay in full or to finance the purchase, but must pay in full if they wish to take delivery of the metals,

I/We confirm having received the Risk Disclosure Booklet, and the Customer Account Terms and Conditions Booklet which were furnished to me/us with and as part of this Agreement. I/We have read and understand all of the above referenced material and agree to abide by all the terms and conditions contained therein.

Dated: _____ X _____
Signature of Customer or Authorized Signer

Dated: _____ X _____
Signature of Customer or Authorized Signer



APPOINTMENT OF BROKER/AGENT/LEGAL REPRESENTATIVE

I/We hereby authorize BROAD STREET METALS, INC to accept instructions from _____ as my/our broker/agent of record and legal representative.

I/We understand that such legal representative of record will be acting as my/our agent in connection with the transactions with BROAD STREET METALS, INC. referred to in the following paragraph.

This authorization permits the above-named broker/agent, acting on my/our behalf, to purchase, sell, arrange loans, credit facilities and handle all funds and products arising from such purchases, sales and credit facilities, in connection with all accounts existing and opened by me/us with BROAD STREET METALS, INC.

I/We agree that until revoked, and except as BROAD STREET METALS, INC. may otherwise determine, communications between me/us and BROAD STREET METALS, INC. will be through the above-named broker/agent and all statements, equity calls, etc.. will be sent directly to my/our broker agent. Revocation will only be accepted by BROAD STREET METALS, INC. in written form and only upon receipt of such revocation by BROAD STREET METALS, INC.

I/WE understand and hereby certify that I/We are relying upon the above-named broker/agent to carry out its functions on my/our behalf in a fair and honest manner and in accordance with just and equitable principles of trade. I/We represent that, after looking into the matter,

I/We are satisfied that my/our broker/agent will perform those functions in just such a fashion, and I/We accept all risks associated with this appointment.

I/We understand that BROAD STREET METALS, INC. makes no representation or warranty, express or implied, with respect to the above-named broker/agent or the manner in which it will carry out its function on my/our behalf, and I/We agree to hold harmless BROAD STREET METALS, INC. its affiliates or assigns, from any and all liabilities that might be construed as the responsibility of BROAD STREET METALS, INC. resulting from BROAD STREET METALS, INC. adherence to my/our broker/agent's instructions.

I/We certify that the foregoing information is accurate, and herein acknowledge receipt and through understanding of the Customer Account Terms and Conditions Booklet and Risk Disclosure Booklet. I/We acknowledge this document as a bona fide addendum to my/our Customer Account Agreement with BROAD STREET METALS, INC.

Dated: _____ X _____
Signature of Customer or Authorized Signer

Dated: _____ X _____
Signature of appointed Broker Agent



**CUSTOMER ACCOUNT
TERMS AND CONDITIONS
PLEASE RETAIN FOR YOUR RECORDS.**

CUSTOMER AGREEMENT

TERMS AND CONDITIONS

This Agreement ("Agreement") made and entered into on the date set forth next to customer's signature on the BROAD STREET METALS Customer Account Agreement by and between BROAD STREET METALS, a New York corporation, and the CUSTOMER(S) whose signature(s) and name(s) appear on the BROAD STREET METALS Customer Account Agreement, is made with reference to the following facts, terms and conditions:

A: BROAD STREET METALS is engaged in the business of trading and wholesale brokering of certain products, including but not limited to silver bullion, gold bullion, silver coins, gold coins, platinum, palladium and other physical products (but NOT securities, futures or options on futures).

B: CUSTOMER wishes to purchase and/or sell said products using the services of BROAD STREET METALS upon the terms and subject to the conditions set forth herein below.

C: Unless or until this Agreement is terminated in accordance with its provisions, this Agreement shall govern all of the terms and conditions which CUSTOMER shall conduct transactions through the service of BROAD STREET METALS. It is understood and agreed that no such transaction between BROAD STREET METALS and CUSTOMER shall become effective until or unless each party hereto shall have fully executed this Agreement

NOW, THEREFORE, it is understood and agreed as follows:

I. WARRANTIES AND REPRESENTATIONS OF CUSTOMER: CUSTOMER hereby warrants and represents each of the following:

A: That CUSTOMER has received, read and understands the Risk Disclosure Statement, Customer Account Terms and Conditions Booklet, and Administrative Charges, heretofore delivered by BROAD STREET METALS to CUSTOMER, all of which are by this reference fully incorporated herein, as though fully set forth herein. Further, customer acknowledges that all schedules are subject to change without notice.

B: That CUSTOMER is of legal age and capacity to enter into this Agreement, and is financially able to enter into this Agreement with the ability to sustain losses equivalent to at least the total value of the CUSTOMER'S account maintained with BROAD STREET METALS which if said losses occurred, same would have nothing more than a minimal effect on customer's net worth.

C: That CUSTOMER has read and understands this Agreement and desires to open an account with BROAD STREET METALS for the purpose of conducting purchase and/or sell transactions of products upon the terms and subjects to the conditions herein set forth, or set forth in any other document or disclosure delivered to customer by company.

D: That CUSTOMER is independently aware of the numerous risks associated with the purchase and sale of Precious Metal Products, notwithstanding disclosure of same as is the Risk Disclosure Statement and other documents provided to the customer by BROAD STREET METALS.

II. AGREEMENT COVERING PURCHASE AND SALE TRANSACTIONS:

A: SINGLE TRANSACTIONS: During the terms of this Agreement each and every transaction between the parties shall be governed by the terms and conditions of this Agreement and all orders whether written or oral entered into by CUSTOMER with BROAD STREET METALS shall be entered in accordance with the terms hereof.

Notwithstanding the foregoing, and except as expressly provided herein below, each such transaction shall be deemed a separate transaction, and shall be dealt with as such by the parties hereto.

B: PRINCIPALS: BROAD STREET METALS and CUSTOMER are each acting as principals and on their own behalf with respect to all transactions made by them in accordance with the provisions of this Agreement, and the parties hereto and hereby agree that no such transaction will be entered into on behalf of or for the benefit of others.

C: NOT ASSIGNABLE: The rights and obligations of the parties hereto are not assignable by either party without the prior written consent of the other. However, in the event that BROAD STREET METALS' stocks or assets either in whole or part are transferred, this Agreement and the rights and obligations of BROAD STREET METALS pursuant thereto are assignable by BROAD STREET METALS to the transferee without the necessity of any consent of the CUSTOMER. This Agreement and customer account shall be deemed and asset of BROAD STREET METALS.

D: SPECIFIC QUANTITIES: All purchases or sales transactions will relate to such specific types and quantities as BROAD STREET METALS and CUSTOMER shall agree at the time CUSTOMER shall place an order.

E: PURCHASE PRICE: The price at which all products will be purchased by CUSTOMER from BROAD STREET METALS shall be the price specified by BROAD STREET METALS and/or the CUSTOMER'S selected Independent Introducing Broker, and agreed upon by CUSTOMER at the time each order is placed. Such price, at each instance, shall be in accordance with the then existing, current price list, commission and administration fee schedules which may be promulgated by BROAD STREET METALS or the customer's selected Independent Introducing Broker, from time to time, and which are subject to change without prior notice to the CUSTOMER.

F: PAYMENT: Payment for the product is to be paid by CUSTOMER to BROAD STREET METALS in full at the time of the purchase, as more fully described in Section III, herein below.

G: PLACING OF ORDER REQUIRED: BROAD STREET METALS will accept no order, written or oral, from a customer, unless the same is placed by CUSTOMER himself, or by his duly authorized legal representative. CUSTOMER hereby acknowledges that all verbal instructions will be tape recorded by BROAD STREET METALS and CUSTOMER specifically agrees to allow BROAD STREET METALS the use of each tape recording as evidence of the CUSTOMER'S instructions, as well as the authority to so tape record the CUSTOMER'S conversations with BROAD STREET METALS and independent brokers, whether or not disclosed by BROAD STREET METALS in each instance.

H: CONFIRMATION OF TRANSACTIONS: With respect to each transaction, BROAD STREET METALS will deliver to CUSTOMER a monthly statement which will include all the transactions which took place that month.

CUSTOMER shall be required to notify BROAD STREET METALS of any error in any statements so received by CUSTOMER within 72 hours after delivery thereof by BROAD STREET METALS. All statements shall be conclusively presumed to be true and accurate in all respects if no correction is communicated by CUSTOMER to BROAD STREET METALS within 72 hours after delivery of a statement by BROAD STREET METALS.

I: SUSPENSION OF THE COMPANY'S OBLIGATIONS: BROAD STREET METALS Obligations to sell and/or purchase and/or delivery product to CUSTOMER or CUSTOMER'S third party designee may be suspended during any period of trading restrictions, suspensions, or halt, or for any other reasons beyond the reasonable control of BROAD STREET METALS.

III: TERMS OF PAYMENT:

A: All transactions conducted by CUSTOMER through BROAD STREET METALS shall be transactions for immediate process to or from CUSTOMER'S account with the company.

B: All Purchases shall require payment by cash or cleared funds in the full amount of the agreed upon purchase price, plus any or all applicable delivery, commissions and sales taxes. Such remittance shall be delivered to BROAD STREET METALS on or before the day of the transaction.

C: If the CUSTOMER fails to timely make all required payments as described in section III B, then BROAD STREET METALS shall have the right to liquidate sufficient portions of the CUSTOMER'S equity in the CUSTOMER'S account to pay for all amounts owed to BROAD STREET METALS. To this purpose, CUSTOMER hereby grants BROAD STREET METALS power of attorney over CUSTOMER'S reserves.

IV: FORCE MAJEURE;

If BROAD STREET METALS is rendered unable, wholly or in part, by force majeure to carry out its obligations under this Agreement, then it shall give to the CUSTOMER prompt written notice of the force majeure with reasonable full particulars concerning it; thereupon the obligations of BROAD STREET METALS, by giving notice so far as it is affected by the force majeure, shall be suspended during, but no longer than the continuance of the force majeure. The term "force majeure" as herein employed shall mean an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war blockade, public riot, lightning, fire, storm, flood, explosion, governmental action, governmental delay, restraint or inaction, unavailability of equipment or product, and any other cause, whether of the kind specifically enumerated above or otherwise, which is not reasonably within the control of BROAD STREET METALS.

V: TERMS AGREEMENT:

This Agreement shall have a term of five (5) years commencing on the date on which this Agreement has been executed by CUSTOMER, and shall renew automatically for successive five (5) years terms on the anniversary of each term, unless terminated in accordance with the terms of this Agreement. This Agreement may be terminated by either, party upon written notice, without cause provided however, such termination shall in no way affect the rights or obligations of the parties hereto with respect to any purchase and/or sell order which remain uncompleted.

VI: JOINT ACCOUNT :In the event that this Agreement is executed by more than one CUSTOMER, having joint or several rights in or to Physical Products which may be purchased or sold hereunder, or with respect to this Agreement, CUSTOMER has agreed, individually and collectively, that each has the right, power and authority to purchase or sell Physical Product on behalf of both of them and to take whatever action that may be necessary or appropriate to this Agreement or under any Agreement entered into with respect to the purchase or sale of Physical Products through BROAD STREET METALS as if each of them alone was the CUSTOMER of record with respect thereto. The actions of any of them shall bind all. CUSTOMER herein agrees to save, hold harmless and indemnify, BROAD STREET METALS, its affiliates or assigns, from any actions, taken or refrained from by BROAD STREET METALS, its affiliates or assigns, in reliance upon this representation, whether said representation was made orally or in writing. Notwithstanding the foregoing the liability of each CUSTOMER as a result of any transactions entered into pursuant hereto shall be joint and several.

VII: DELIVERY OF PRODUCTS The CUSTOMER, when purchasing under the terms and subjects to the conditions of this Agreement, has the following options of delivery available.

1: CASH PAID FOR PRODUCT: IMMEDIATE HOME DELIVERY. This option will include

additional expense for delivery end handling. The CUSTOMER herein agrees to pay to BROAD STREET METALS said billings upon presentations to the customer. (Said billings are sent monthly to the customer.)

The CUSTOMER further grants BROAD STREET METALS a general lien and security interest in all product owned by the CUSTOMER held in such accounts. The CUSTOMER can request home delivery or sell products held in such accounts provided all applicable obligations of the CUSTOMER due to BROAD STREET METALS have been paid to BROAD STREET METALS. This general lien and security interest shall be continuing in nature and the customer shall not place or allow to be placed, any lien or other security interest on product held for customer in such omnibus accounts.

2: CREDIT PURCHASES:

In the event the customer wishes to purchase from BROAD STREET METALS, wherein the customer wishes to pay a portion of the purchase to BROAD STREET METALS, the following terms and conditions shall apply to the unpaid balance:

(Refer to Credit Line, Account Terms and Conditions).

VIII: CREDIT LINE ACCOUNT TERMS AND CONDITIONS

1: CUSTOMER and BROAD STREET METALS shall agree upon the quantity and type of product ordered by the CUSTOMER.

2: Immediately upon placing an order, CUSTOMER shall pay to BROAD STREET METALS a minimum of twenty-three (20%) percent of the total market value of CUSTOMER'S purchase.

3: CREDIT FEE:

(a) The CREDIT FEE which might also be referred to as a finance charge is the dollar amount that the credit (i.e.) the balance due BROAD STREET METALS will cost the CUSTOMER. The credit fee will consist solely of credit fees on the customer's total outstanding balances due to BROAD STREET METALS from time to time, and it will be charged to the customer's unpaid balance daily. The credit fee will begin to accrue from the date of inception of each transaction wherein the customer's order results in a "net balance due" to BROAD STREET METALS.

(b) The CREDIT FEE RATE is a variable rate which may change daily. In computing your monthly charges, BROAD STREET METALS will apply the CREDIT FEE RATE for each day of the month (the daily periodic rate), to your daily outstanding balance due, which is described below. To learn the rate currently in effect on your outstanding credit balance, contact BROAD STREET METALS by writing to BROAD STREET METALS Nassau County New York USA, or calling your Independent Introducing Broker.

©) The amount of the CREDIT FEE CHARGE will be determined as follows: on all outstanding balances due. BROAD STREET METALS. credit fee at the rate of Chase Manhattan Prime or Base Rate plus up to 6 ½% per annual. In computing your monthly credit fee charges, BROAD STREET METALS apply the credit fee rate for each day of the month to your total daily outstanding balance due to BROAD STREET METALS. To determine your daily outstanding balance due, BROAD STREET METALS will start with the opening balance for the day, add the amount of any new balances due, or other changes incurred on that day, and subtract any payments received or credits attributable to that day. BROAD STREET METALS will then apply the credit fee rate to the net balance due to BROAD STREET METALS for that day and add each day's charges to obtain the monthly credit fee charge.

ANNUAL PERCENTAGE RATE: As the credit fee may also be referred to as a finance charge, it is necessary to express the credit fee in term of a yearly rate. (ANNUAL PERCENTAGE RATE). The ANNUAL PERCENTAGE RATE is the total CREDIT FEE CHARGE expressed as a yearly rate. It is the rate stated in terms that reflects the Chase Manhattan Prime or Base Rate. Because the Chase Manhattan Prime or Base Rate may change daily, it is not possible to state an ANNUAL PERCENTAGE RATE in this Agreement, but your monthly statements will show what your ANNUAL PERCENTAGE RATE would be if your credit fee charges for the rest of the year duplicated those for the period reflected in the monthly statement. If the Chase Manhattan Prime or Base Rate throughout the entire year is 6%, the ANNUAL PERCENTAGE RATE would be 12 ½%.

4: SECURITY INTEREST: Any and all assets, equity therein, of the customer and any other property and assets of whatsoever nature and kind both present and future, that the CUSTOMER has in any account with BROAD STREET METALS or affiliates thereof, shall be subject to a general lien and security interest for the discharge of all obligations of the CUSTOMER to BROAD STREET METALS. Notwithstanding the above, CUSTOMER agrees that CUSTOMER shall not have any claim or demand against any affiliate or affiliates of BROAD STREET METALS arising out of this Agreement and CUSTOMER further acknowledges that CUSTOMER shall look solely to BROAD STREET METALS, for any and all claims which might occur.

5: EQUITY REQUIREMENTS: The CUSTOMER will at all times maintain in the account of the CUSTOMER such equity as is required by BROAD STREET METALS from time to time and the customer will promptly meet all Equity Calls.

6: SATISFACTION OF OBLIGATIONS: The customer shall at any time upon demand from BROAD STREET METALS, whether made orally or in writing, discharge all obligations of the CUSTOMER to BROAD STREET METALS. Whenever BROAD STREET METALS, shall deem it necessary for its protection to sell any or all of the product(s) in order to satisfy any obligation of the CUSTOMER to BROAD STREET METALS, in part or in whole, such sale may be made according to BROAD STREET METALS' sole judgment and may be made at BROAD STREET METALS' sole discretion on the exchange, or other market where such products are ordinarily transacted or a public auction or private sale, without advertising the same and without notice to the CUSTOMER, and without prior tender, demand or call of any kind upon the CUSTOMER.

7: TITLE OF PRODUCT ON CREDIT LINE PURCHASE: Title of products purchased on credit terms will be passed on to the CUSTOMER only upon full satisfaction of obligation by the CUSTOMER. Same shall be evidenced by BROAD

STREET METALS' statement to the customer. During such times as the CUSTOMER'S product remains in the CUSTOMER'S credit account with outstanding balances due BROAD STREET METALS, the CUSTOMER grants BROAD STREET METALS, the right of full and equal offsetting hypothecation of the products and balances due BROAD STREET METALS. In so doing, the CUSTOMER acknowledges that BROAD STREET METALS may cover its obligation of product and provision of credit to the CUSTOMER either through BROAD STREET METALS'S own inventory, cash forwards, bank loans or loans from other financial institutions, or other sources deemed appropriate by BROAD STREET METALS. BROAD STREET METALS herein warrants to the CUSTOMER that at all the times CUSTOMER maintains product in CUSTOMER'S account with BROAD STREET METALS, BROAD STREET METALS shall maintain through a combination of any or all of the above methods of hypothecation, full and complete ability to deliver, or sell all product in CUSTOMER'S account (except as previously discussed and under "force majeure" In the Risk Disclosure Document). At no time shall BROAD STREET METALS have any liens on CUSTOMER'S product in excess of CUSTOMER'S balance due to BROAD STREET METALS or affiliated companies or combination of both.

8: CREDIT LINE EQUITY REQUIREMENT: BROAD STREET METALS currently provides credit terms to a maximum of 80% of the market value of product held in the customer's account (loan to value ratio). BROAD STREET METALS reserves the right to alter, change, or otherwise modify its credit terms at any time without notice.

9: EQUITY CALL: Should the total credit balances due BROAD STREET METALS in the CUSTOMER'S account become 90% or more of the market value of the products held in the CUSTOMER'S account, the CUSTOMER must immediately take the necessary steps to restore the equity in the account to a minimum of 15%. This may be accomplished by the following methods:

- 1) Purchase of additional product (either fully paid for or on credit term);
- 2) Reduction of credit balance due to BROAD STREET METALS
- 3) Partial or complete liquidation.

10: WARNING: Equity Calls will be issued to the CUSTOMER by BROAD STREET METALS either orally or in writing. However, BROAD STREET METALS is not responsible or required to make such demand. It is the responsibility of the CUSTOMER to monitor the markets on CUSTOMER'S product and to communicate with BROAD STREET METALS and to be aware of his/her equity levels. Non response of the CUSTOMER to restore the equity in the CUSTOMER'S account to the minimum then required by BROAD STREET METALS (currently 15%) within 24 hours of achieving 10% equity or less, may result in partial or total liquidation of the CUSTOMER'S account said arbitration may declare a reasonable modification thereof and this Agreement shall be valid and enforceable and the parties hereto agree to be bound by and perform the same as thus modified.

IX: TAXES:

CUSTOMER is solely responsible for all applicable federal, state, or local taxes imposed

X: ARBITRATION:

The parties agree that any disputes relating to this Agreement will be submitted to binding arbitration. The venue for any such arbitration shall be exclusively in Nassau County, New York and all parties agree that any arbitration award entered shall be binding and convertible to a State of New York judgment subject to the laws of the State of New York and further subject to any modification thereof permissible there under. The parties hereby accordingly waive their right to any other remedy or to proceed with any court action and further hereby waive jurisdiction and venue other than as set forth in this Agreement.

XI: ENTIRE AGREEMENT:

This Agreement supersedes any and all other agreements either oral or in writing between the parties hereto with respect to the subject matter hereof and contains all of the covenants and agreements between the parties with respect to said matter, and each party to this Agreement acknowledges that no representations, inducements, promises or agreements, oral or otherwise have been made by any party, or anyone acting on behalf of any party which are not embodied herein, and that no other agreement, statement or promise not contained in the Agreement shall be valid or binding.

XII: NOTICES

All written notices served by either party hereunder shall be sent by certified mail, return receipt requested or by telegraph or telefax communication. All notices served by CUSTOMER shall be sent to BROAD STREET METALS at the address set forth herein. All notices served, by BROAD STREET METALS shall be sent to the CUSTOMER at the address provided by the CUSTOMER herein, or to such other address as CUSTOMER herein or to such other address CUSTOMER shall specify in writing.

XIII: MISCELLANEOUS:

A. NON WAIVER. Any failure or delay by BROAD STREET METALS in exercising any right, power or remedy hereunder shall not operate as a waiver and no single or partial exercise of any right, power or remedy by BROAD STREET METALS hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power, or remedy.

B. GOVERNING LAW AND VENUE. This Agreement and the activities contemplated hereunder shall be governed by the substantive and procedural laws of Nassau County, the State of New York without respect to New York conflict of law; rules and venue of any dispute resolution shall likewise be in Nassau County, State of New York without respect to New York conflict of law rules.

C. SEVERABILITY. Nothing contained in this Agreement shall be construed as requiring commission of an act contrary to law. Whenever there is any conflict between any provision of this Agreement and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail but in such event the provision of this Agreement thus affected shall be curtailed and limited only to the extent necessary to bring it within the requirement of the then existing statute, law, ordinance or regulation. In the event that any part, parcel, paragraph, sentence or clause of this Agreement shall be held to be indefinite, invalid or otherwise unenforceable, the entire Agreement shall not fail on account thereof and the balance of the Agreement shall continue in full force and effect. If any arbitration deems any provision hereof (other than for the payment of money) unreasonable, said arbitration may declare a reasonable modification thereof and this Agreement shall be valid and enforceable and the parties hereto agree to be bound by and perform the same as thus modified.

D: TITLES. The titles and subtitles of the various sections and paragraphs of this Agreement are inserted for convenience of the parties and shall not be deemed to affect their meaning of construction of any of the terms, provisions, and conditions of this Agreement.



**RISK DISCLOSURE
STATEMENT
PLEASE RETAIN FOR YOUR RECORDS.**

RISK DISCLOSURE STATEMENT

This brief statement of risks cannot disclose all the risks involved in the purchase or sale of Precious Metals and other physical commodity products. Their purchase involves a high degree of risk that is not suitable for many members of the public. You should enter into agreements to purchase said products only if you are fully aware of the potential for loss and understand the nature and extent of your rights and obligations. As in any area of speculation, the chances for success in the purchase and sale of said products are influenced not only by the risks involved in such activities, but how well those risks are understood. Individuals considering buying or selling said products are urged to obtain additional information and to ask specific questions (and obtain specific answers) concerning the risks as well as the opportunities.

In purchasing Precious Metals Products and other Physical Commodity Products, as in other areas of speculation, informed decisions including whether or not to participate at all should be based on a thorough understanding and careful weighing of the risks attendant to such speculation. Moreover, it should always be kept in mind that what may be attractive and appropriate for one individual may involve risks that are totally unacceptable for another individual. Purchases of these products are not suitable for everyone.

This Disclosure Statement is being given to you to describe the risks that attend the purchase of Precious Metals and other Physical Commodity Products. It should be read and thoroughly understood before any decision is made to engage in such activities. You are urged to thoroughly research and understand the type of activity contemplated before entering in any agreement.

In conclusion, before you open an account with BROAD STREET METALS, you are urged to review these documents and the terms of the proposed agreement you will be required to enter into with your own attorney and accountant; study the nature of Precious Metals Products Markets and other Physical Commodity Products Markets; examine the risks and rewards involved; and seriously consider if you can absorb the potential loss attendant to your ownership.

RISK OF TOTAL OR NEAR TOTAL LOSS:

There is no guarantee that the product you purchase today will retain in the future all or any part of their current value. Their supply may become so over-abundant that no one will pay for them. Man-made substitutes may render the product worthless. Finally, there may, in the future exist no organized market in which you may sell the products you purchased today.

Since your agreement with BROAD STREET METALS calls for you to take title to the product you purchase immediately, the risk of total or near total loss is yours. Only those individuals capable of sustaining a loss should consider purchasing.

RISK OF TRADING HALTS, SUSPENSIONS, AND ORGANIZED MARKET DISAPPEARANCES

You should note that on any given day, trading in categories of Precious Metals Products and Other Physical Commodity Markets may be restricted, suspended or halted entirely for any number of reasons. When trading is so restricted, suspended or halted, it may be difficult or impossible to know if or when the market will resume trading.

PRICE FLUCTUATION:

These products are subject to sudden and volatile price fluctuation. The value of the product you purchase may dramatically decline in the course of a trading day. Only those individuals capable of sustaining such price fluctuations and risk of loss should consider purchasing.

PURCHASE PRICE:

The purchase price for your product as specified by BROAD STREET METALS and/or your Independent Introducing Broker may, and in all likelihood will, include a "markup" over the price on the Commodity Exchange in that amount which BROAD STREET METALS and/or your Independent Introducing Broker, in its sole discretion, has established at the time your purchase order is entered. Furthermore, credit initiation fees and credit fee expenses (which are applicable if your purchase is partially paid for with a credit facility provided to you by BROAD STREET METALS) will increase the overall costs. While the purchase price will customarily be related to the then-existing 'spot' price as quoted on the appropriate Commodity Exchange, the purchase price you pay for your Products will almost always be more than the contract quoted price for those products. Since this markup may vary from company to company, BROAD STREET METALS price may, on any day or at any time, be higher or lower than that of its competitors.

CREDIT FACILITIES -RISK OF EQUITY CALL AND FORCED LIQUIDATION:

When you purchase utilizing credit, you are initially supplying only a portion of the total purchase price. The balance due is provided by proceeds of a credit facility, which is issued by the BROAD STREET METALS. If the value of your product subsequently declines, you may be required to remit additional funds to the company on short notice to avoid liquidation of your product. Additionally, under certain circumstances, your product may be liquidated by the company without prior notice or equity call. **YOU SHOULD CAREFULLY REVIEW THE TERMS AND CONDITIONS OF YOUR CUSTOMER ACCOUNT AGREEMENT WITH THE COMPANY WHICH FURTHER EXPLAINS THESE RISKS.**

CREDIT FACILITY- RISK OF LOSS MAY EXCEED PAYMENTS MADE: When you make a purchase, wherein a portion of the total purchase cost is funded by the credit facility, you are not supplying the total purchase price for the products purchased at the inception of the transaction. There is no guarantee that you will be able to subsequently resell your product for an amount equal to or greater than any unpaid balance outstanding at the time of sale, and you will be responsible for any deficiency to the company. Therefore, it is possible to lose more than the amount of your initial investment in this type of transaction.

SALE OR TRANSFER EXPENSES: If you seek in the future to sell or otherwise transfer the product to third parties or take home delivery of from BROAD STREET METALS, you may be required by that third party to subject the product to inspection and assay at your expense.

REFUSAL TO TAKE ORDERS: BROAD STREET METALS may refuse to enter into any purchase and/or sale transactions with any customer for any reason whatsoever.. BROAD STREET METALS shall not be held liable for any loss sustained by any customer for refusal of BROAD STREET METALS to purchase and/or sell product to

or from that customer or for any claim of loss occasioned by that refusal to do Business.

Tax Consideration

The tax consequences to you of product transactions may differ on a case by case basis. Because of the importance of tax considerations to all product transactions, you should consult with your tax advisor as to how your taxes may be affected by the outcome of contemplated purchases and/or sales, before entering in any agreement to purchase. You should understand that Governmental authorities may impose rules or regulations upon either BROAD STREET METALS yourself, or both which could result in a change of the duties, obligations, and rights set forth in your Customer Agreement.

INDEPENDENT INTRODUCING BROKERS

Customers who choose to use the services of Independent Introducing Brokers do with the full understanding and herein acknowledged that such Independent Introducing Brokers are not the agents, employees or affiliates of BROAD STREET METALS. The CUSTOMER in selecting an Independent Introducing Broker is authorizing BROAD STREET METALS of CUSTOMER'S appointment of said Independent Introducing Broker, full power of attorney to act on behalf of the CUSTOMER and the CUSTOMER'S account with BROAD STREET METALS.

The CUSTOMER herein instructs BROAD STREET METALS to honor the instructions of the CUSTOMER selected Independent Introducing Brokers on behalf of the CUSTOMER, and in so doing, indemnifies BROAD STREET METALS and agrees to hold BROAD STREET METALS its affiliates or assigns, harmless as a result of their adherence to the instructions of the CUSTOMER'S appointed Independent Introducing Brokers.

Independent Introducing Brokers who choose to introduce you to BROAD STREET METALS are independent of BROAD STREET METALS. Therefore, BROAD STREET METALS cannot control the recommendations made to such CUSTOMER as to the propriety of any particular purchase or sale recommendations made by such Independent Introducing Broker. This is left solely to the discretion of your Independent Introducing Broker responsible for your individual portfolio. Therefore, BROAD STREET METALS shall not assume any liability, whatsoever, to the CUSTOMER for recommendations of purchase and/or sale made through any Independent Introducing Broker.

The CUSTOMER herein acknowledges that the CUSTOMER alone is responsible for all decisions made by him/her regardless of representations or recommendation made by the Independent Introducing Broker or the company.

REMEDIES UPON DEFAULT

If a portion of any purchase is placed in your credit facility as provided by the company on the Customer's account, and CUSTOMER fails to make any required payment(s), or clear the balance due BROAD STREET METALS, as the case might be, BROAD STREET METALS, in addition to other remedies available and not as a limitation of the same, shall have the irrevocable POWER OF ATTORNEY of the CUSTOMER, to liquidate any of the CUSTOMER'S equity in existing products reserves in order to pay any obligations of the CUSTOMER due BROAD STREET METALS.

This may result in the CUSTOMER reserves acquired in unrelated transactions being liquidated to pay off obligations for any other transactions.

TERMS OF THE AGREEMENT ARE CONTROLLING

In the event that any provision of this Disclosure Statement conflicts with the Customer Agreement, then to the extent of the conflict and the conflict only, the Customer Agreement is controlling.

GLOSSARY

Risk Disclosure Statement:

Statement to the CUSTOMER designed to disclose the risks attendant to the purchasing and selling of Precious Metals and/or other Products.

Customer Account Agreement:

Documentation of contract between CUSTOMER and the company outlining the terms and conditions agreed to by both parties attendant to the CUSTOMER'S account with the company.

Customer Profile:

Information provided by the CUSTOMER to the company regarding the CUSTOMER'S investment experience and financial condition.

Precious Metal:

Gold, Silver, Platinum, Palladium in various forms.

Equity Call:

Applies only to credit facility positions wherein a decline in the value of the CUSTOMER'S product might result in a demand by the company for the CUSTOMER to restore his equity by either reducing his indebtedness to the company, or provision of additional collateral.

Forced Liquidation:

The companies, may at its discretions, liquidate part or all of the CUSTOMER'S products without prior notice
To the CUSTOMER, in order to protect equity or to collect demands made to the CUSTOMER for payment on which the CUSTOMER has not performed.

Inspect And Assay:

Product delivered home to CUSTOMER and subsequently sold to third parties or to the company at a later date, may be subjected to inspection and assay in order to verify their purity. (For such a case, the CUSTOMER may be subjected to fees related to such assay and inspections

Ask Price:

The price of product, charged by the company or CUSTOMER'S Independent Introducing Broker, when a CUSTOMER is purchasing said product.

Bid Price:

The price paid when a CUSTOMER sells product to the company or any other company/dealer/individual.

Commission Charge:

A percentage charged by the Independent Introducing Broker based on the total value of a CUSTOMER'S purchase.