

How to open an Account

Enclosed you will find the necessary documents to open a precious metals account with Cornerstone Asset Metals,LLC (CAM). Please read them and then sign, complete and return the Account Agreements. You may access these Agreements on the CAM website.

Be sure to include name(s), address(es), social security or tax identification number(s), telephone number(s), e-mail address(es) and indicate account type. Have all parties sign and date.

Signing these agreements in no way obligates you to do business with CAM

Return the complete Account Agreements in the business envelope provided.

SENDING FUNDS TO CAM:

Make checks or wires payable to Cornerstone Asset Metals,LLC. Be sure to reference your account number and the name of account holder on the back of the check or in the wire.

Wire to:

Contact CAM for Wire Instructions  
Mail to:  
Cornerstone Asset Metals,LLC  
601 Heritage Dr  
Ste 104  
Jupiter, FL 33458

<p><b>ATTENTION</b></p> <p>To complete these agreements each account owner must:</p> <ol style="list-style-type: none"><li>1. Sign and complete Block A.</li><li>2. Provide his/her/its Social Security Number or other Federal Tax ID Number.</li><li>3. Provide a complete Address and e-mail address.</li><li>4. <u>Trust, Partnership, Limited Liability Company or Corporate Account</u> - must enclose complete copy of Trust Agreement, Partnership Agreement, Limited Liability Company Agreement or Corporate Resolution.</li><li>5. Please sign and complete the Commission and Administrative Charges and Customer Profile.</li></ol> <p><b>ONLY COMPLETE ACCOUNT DOCUMENTS WILL BE PROCESSED</b></p>
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Any deletions from, additions to or cutting or mutilation of any portion of this Agreement will render the Agreement unacceptable.

## Account Agreement

- 1. Parties.** This Agreement is entered into between Cornerstone Asset Metals,LLC ("CAM") and the Customer ("Customer" or "you") signing below.
- 2. Purpose of Agreement.** This Agreement provides for the establishment of an account with CAM for the purchase and sale of precious metals (sometimes referred to as "precious metals," "coins," "products" or "goods") and shall apply to all such transactions between you and CAM. You represent that all of your transactions with CAM shall be for investment or other commercial purposes and not for any personal, family, household or other consumer purposes.
- 3. Risks and Obligations.**
  - 3.1 Acknowledgment of Risk.** Because of the volatile nature of the precious metals markets, the purchase and sale of precious metals involve a high degree of risk and are not suitable for all persons.
  - 3.2 Your Rights, Obligations and Risks.** It is important that you read and understand this Agreement, particularly your rights, obligations and risks hereunder. It is also important that you seek the advice of your attorney if you do not have these understandings. By signing this Agreement, you represent that you have read and understands the Agreement and have consulted with your attorney, as necessary, to achieve such understanding.
- 4. Transactions and Role of CAM.**
  - 4.1 Types of Transactions.** Your transactions with CAM involve delivery within at most 28 days of the date of purchase. See Section 7. As a result they are not regulated by the Commodity Futures Trading Commission or the National Futures Association.
  - 4.2 Role of CAM.** CAM acts as a principal and as such sells to and buys from customers on its own behalf. This means that CAM is a market maker and dealer in precious metals. CAM is not an exchange or brokerage house. Neither CAM nor any of its employees acts as an agent or fiduciary for any of CAM's customers. CAM does not offer managed accounts.

**5. Precious Metals Currently Offered by CAM.**

**5.1 Gold Bullion (10 Oz.).** Ten troy ounces of at least .995 fine gold.

**5.2 Gold Bullion Coins.** American 1 troy ounce, 1/2 ounce, 1/4 ounce and 1/10 ounce Eagles; American 1 troy ounce Buffalos; South African 1 troy ounce Krugerrands; Canadian 1 troy ounce, 1/2 ounce, 1/4 ounce and 1/10 ounce Maple Leafs; Austrian 1 troy ounce, 1/2 ounce, 1/4 ounce and 1/10 ounce Vienna Philharmonics. The one-ounce coins are sold in units of 10 coins. The other coins are sold in 20-coin units. There is no mixing of coins.

**5.3 Silver Bullion.** 1,000 troy ounces of at least .999 fine silver.

**5.4 Silver Ingots.** 100 troy ounces of .999 fine silver.

**5.5 90% U.S. Silver Coins.** \$1,000 face value bags of U.S. Silver coins of a single denomination minted prior to 1965. Each bag contains approximately 715 troy ounces of pure silver.

**5.6 40% U.S. Silver Coins.** \$1,000 face value bags of U.S. Silver Kennedy half-dollars minted from 1965 through 1970. Each bag contains approximately 295 troy ounces of pure silver.

**5.7 Silver Bullion Coins.** American Eagle, Canadian Maple Leaf and Austrian Vienna Philharmonic one troy ounce coins. Each sold in units of 100 coins.

**5.8 Platinum Bullion.** 10 troy ounces of at least .9995 fine platinum.

**5.9 Platinum Bullion Coins.** American 1 troy ounce, 1/2 ounce, 1/4 ounce and 1/10 ounce Eagles; Canadian 1 troy ounce, 1/2 ounce, 1/4 ounce and 1/10 ounce Maple Leafs. The one-ounce coins are sold in units of 10 coins. The other platinum coins are sold in 20-coin units. There is no mixing of coins.

**5.10 Palladium Bullion.** 10 troy ounces of at least .999 palladium bullion.

**5.11 Palladium Bullion Coins.** Canadian Maple Leaf 1 troy ounce coins sold in units of 10 coins.

**5.12** Precious metals may be added to or deleted from the above list by CAM at any time.

**6. Relationship Between Coin and Bullion Prices.** To the extent that a coin or ingot sells for more than the value of its metal content, that difference is called a "premium." When a coin or ingot sells for less than its underlying metal value, that difference is called a "discount." The premium or discount on

each type of coin or coin-like ingot offered by CAM may vary significantly from day to day.

**7. Terms of Purchase, Sale and Delivery.**

**7.1 Purchases from CAM.** All purchases of coins from CAM are fully paid cash transactions. Purchases of bullion or ingots may either be for the full cash price or financed with CAM. At the time of verbal confirmation of a purchase, you will be advised of the amount due, which amount must be remitted and/or transferred to CAM within the time specified below.

You must send required funds to CAM within 24 hours of the transaction so that CAM receives them within two business days or such shorter period as CAM may require. Failure to make such timely payment shall constitute a default by you. Upon such default, CAM will be relieved of all its obligations under the transaction and may recover from you as liquidated damages the difference between the purchase price you agreed to and CAM's bid price for the precious metals at the time of default, plus CAM's buy and sell charges (that is, CAM's commissions).

Receipt and credit by CAM of your funds after this two day period, or such shorter period as CAM may require, shall not waive or limit CAM's remedies for default. You will not be entitled to any market gains on a transaction on which you have defaulted.

**7.2 Sales to CAM.** Upon verbal confirmation of a sale of precious metals to CAM, you will be advised that you have two days, or such shorter period as CAM may require, to make delivery to CAM. CAM shall make full payment to Customer upon CAM's verification that it has received delivery of the precious metals. Your failure to effect delivery within the required time period shall constitute a default. Upon default, CAM will be relieved of all its obligations under the transaction and may recover from you as liquidated damages the difference between the sale price you agreed to and CAM's ask price for the precious metals at the time of default, plus CAM's buy and sell charges (that is, CAM's commissions). Receipt of precious metals from you after this two day period, or such shorter period if required, shall not waive or limit CAM's remedies for default.

**7.3 Delivery to Customer.** Upon receipt of the required amount of good funds from Customer of the full purchase price for the purchase of precious metals,

CAM shall, as agreed, either deliver the precious metals (i) to Customer, (ii) to Customer's appointed agent or designee, or, (iii) for the benefit of Customer to a depository used by CAM for the purpose of safekeeping precious metals (collectively referred to as a "Bank"). If the precious metals are purchased for the Customer in London, they will be allocated to the Customer by a member of the London Bullion Market Association ("LBMA") and may be held in the United Kingdom according to the allocation rules of the LBMA. Delivery will then be made to such customers directly by CAM. If Customer finances a portion of the purchase price with CAM, delivery will be made to a Bank only until the full purchase price is paid off.

Purchases of precious metals designated for delivery to a Bank in either the U.S. or in the United Kingdom will be delivered within 28 days or such lesser period as required by law following receipt of payment in good funds from Customer. Customer may take personal possession of his precious metals at any time, provided such precious metals are free and clear of all liens.

Customer agrees that CAM shall have made delivery when title to the precious metals purchased by Customer passes to Customer (See Section 7.4). "Good funds" means the verified receipt of immediately available funds. (See Section 7.5)

When a customer wishes to take personal delivery of 1,000 troy ounces of silver, CAM may deliver a bar weighing nominally 1,000 troy ounces or ten 100 troy ounce bars. When a customer wishes to take personal delivery of a 10 troy ounce palladium unit, CAM may deliver bars of various weights totaling 10 ounces or, for deliveries of more than one unit of palladium, include larger bars weighing nominally 100 ounces. Actual weight of the silver and larger palladium bars is plus or minus 10%. On personal delivery of bars of nominal weight, prices will be adjusted to actual weight. Any overage or underage will be priced based upon CAM's prevailing ask or bid price, respectively, for 1,000 troy ounce silver units or 10 troy ounce palladium units, as appropriate, at the time of delivery.

**7.4 Passage of Title.** You agree that title to precious metals purchased by Customer shall pass to Customer and that CAM shall be deemed to have delivered such precious metals to Customer or when such precious metals are allocated to the Customer by a member of the LBMA or designated for the Customer, his appointed agent or designee and released, transferred or delivered: (i) to an office of the United States Postal Service or other common carrier for shipment to Customer, or (ii) to a pickup vault facility for pick up by Customer or a packaging and shipping facility for shipment to

Customer (See Section 7.3), or (iii) to a Bank in the U.S. to be held for Customer. Precious metals delivered to a Bank in the United States for Customer will be delivered as an undivided share of a fungible lot and held in safekeeping on a fungible basis with the precious metals of other customers. Upon delivery of precious metals to a Bank in the United States, Customer acquires title to an undivided share of the precious metals so held. Title to precious metals purchased by CAM from Customer shall pass to CAM upon receipt of the precious metals by CAM or its appointed Agent or designee for CAM.

**7.5 Payment.** Payments to CAM may be made by cashier's check drawn on a commercial bank, personal check or bank wire. CAM, however, reserves the right to require that Customer pays only by bank wire. CAM will treat Customer's payments which are not bank wires as "hold funds" for purposes of delivery of precious metals to Customer. CAM will continue to deem such payments as hold funds for 12 business days after it receives Customer's payment. CAM may reduce the 12-day holding period on a check upon receipt of a written guarantee of payment from the issuing bank. Customer acknowledges that funds received by CAM from Customer will be credited to Customer's account at 5:00 p.m., East Coast Time, on the day of receipt.

**8. Pricing Policies; Spreads.** CAM quotes a price at which it will sell (ask price) and a price at which it will buy (bid price). These prices are established by CAM upon its analysis of each precious metal and may change many times during the day. CAM bid and ask prices are not tied to prices quoted by any other organization and there are no established daily limits on the amount those prices may change.

The difference or "spread" between CAM bid and ask prices varies. Historically, the spread on bullion prices has usually been about 1 & ½% to 7%. Spreads on coin products are usually higher than on bullion. During times of high volatility in market prices, spreads can widen substantially. There are no assurances that spreads will remain within a given range.

CAM reserves the right to increase or decrease its prices and spreads prospectively, at its sole discretion, and at any time. Customers are encouraged to compare CAM prices with those offered by other dealers. Prices of precious metals from other sources are quoted daily in the Wall Street Journal, many local newspapers and on the Internet.

**9. Buy/Sell Charges (Commissions), Shipping and Handling Charges and Break-Even Price.**

**9.1 Buy/Sell Charges (Commissions).** CAM commissions and administrative charges are set forth on the Commissions and Administrative Charges document that accompanies this agreement. CAM may receive rebates from its suppliers for spreads and/or interest charged.

**9.2 Shipping and Handling Charges.** CAM imposes shipping and handling charges on certain precious metals that it delivers to or on behalf of Customer. These charges change from time to time. Current shipping and handling charges are available upon Customer's request.

Shipments of precious metals to Customer will generally be made from a designated vault packaging and shipping facility. Arrangements may be made for pick up of precious metals from a CAM designated pickup vault facility. CAM must be advised at least 24 hours in advance for pick up of precious metals. Customer must satisfy all payments due relative to such precious metals before appointments for pick up may be made. CAM will make all appointments and arrangements for pick up with the appropriate facility. All communications to arrange a pick up must be made with CAM and not with the vault facility.

Customer mailing or shipping precious metals to CAM bears all risk of loss or non-delivery until the shipment is received and accepted by CAM. Customer wishing to make delivery to CAM is required to give at least three days advance notice and make delivery to CAM's designated facility. Deliveries of precious metals to CAM must be in a form acceptable to CAM and may require inspection and assay at the expense of the Customer.

**9.3 Break-Even Price.** When you invest in precious metals, it is very important for you to understand and be able to determine your break-even price. The break-even price is the price that your metals must reach in order for you to realize a profit. Basically, the break-even price is the price at which you would be able to liquidate your holdings and recoup all related costs, i.e., your purchase price, commissions, and any delivery, interest and storage/service charges.

To illustrate a purchase transaction, assume you purchase one unit of gold bullion (10 ounces) at an ask price of \$10,000, or \$1,000 per ounce. Your break-even would be a bid price of \$1,000 per ounce, plus commissions, and, if you borrow funds, interest and service/storage charges. If you do not use

borrowed funds to pay for your purchase and you take personal possession, your break-even bid price per ounce, in this example, is \$1,000 (purchase) + a commission of, for example, \$100 + a delivery charge of, for example, \$10 or a total of \$1,110. You would add to this amount any additional commissions and delivery charges that may be imposed at the time you decide to sell your metal.

If you borrow funds to pay for a portion of your purchase price, the factors necessary to calculate your break-even price depend on the duration of the holding time, because of the accrual of interest and service/storage fees. The longer the holding period, the higher the commensurate break-even price. For example, if you were to hold your position for six months, your related costs would include six months of interest and service/storage charges. To illustrate, assume you purchase one unit of gold bullion, as in the above example, but, instead, you borrow \$7,000 and remit only \$3,000, plus the commission, for a total of \$4,000. With an annual interest rate of, for example, 6% and a monthly service/storage fee per unit of \$2.50 (\$.25 per ounce), your six-month break-even bid price per ounce is \$1,000 (purchase) + \$100 (commission) + \$21 (interest) + \$1.50 (storage), or \$1,122.50. To this amount you would add any additional commissions that may be imposed at the time you decide to sell your metal, or a delivery charge, if you are taking personal possession.

In all two-way investment markets there is a quoted ask price (your purchase price) and a concurrently quoted bid price (your selling price). The ask price is always higher than the bid price. The difference, or spread, between these two simultaneous quotes will vary for each product and at different times.

It is important to keep in mind that, while the spread is not a charge, your metals must rise in price to overcome the amount of the prevailing initial bid/ask spread.

**9.4 Adjustment of Charges and Spreads.** CAM reserves the right to change prospectively at any time and at its sole discretion the rate of any of its commissions, bid/ask spreads, shipping or handling fees.

**10. Customer Responsibility, Discretionary Authority and Authorized Customer Orders.**

**10.1 Customer Responsibility; No Discretionary Authority.** You are solely responsible for all purchasing, selling and borrowing decisions for your account. CAM neither accepts nor exercises any authority to direct or control purchases or sales in your account; provided, however, that this provision shall not limit in any way CAM's rights under Sections 7 and 11 through 24 of this Agreement which you should carefully review.



**10.2 Authorized Orders.** Orders must be for specified quantities of precious metals at CAM's prevailing quoted price at the time the order is placed (market orders). The CAM Order Desk must orally confirm with the Customer all such orders with a tag number. CAM will not accept other types of orders.

**11. Customer Acknowledgment of Risks.** Investments in precious metals (precious metals) involve substantial risk. Historically, there have been periods of varying length during which prices of precious metals have moved adversely to investors' interest. Market prices are volatile and unpredictable and may be affected by a variety of factors including, among others, general economic conditions, political events, monetary policies of various countries, fluctuations in production and demand, stockpiles, speculative activity, transactions and events in futures markets and the degree of concern market participants have about these matters. It is impossible to forecast accurately how or to what degree these or other factors will affect prices.

Investments in precious metals should only be made with discretionary funds and not with monies necessary to cover or produce a Customer's day-to-day living expenses.

What is suitable for one customer with a given financial means may not be suitable for the goals or emotional makeup of a second customer of the same means. Before choosing to buy or sell, an investor must determine in the investor's own mind his or her ability to understand the transaction and to meet all necessary financial commitments in connection with the transaction. When purchasing precious metals credit, an investor must also carefully determine their ability to accept, among other things, that he or she may be required to provide substantial additional funds to reduce his or her loan with CAM and that some or all of the investor's collateral may be foreclosed upon without advance notice. Persons with limited investment experience, or low incomes or assets, should be particularly sensitive to the risks and financial requirements involved in precious metal investing.

Transactions with CAM involve buy and sell charges (commissions), spreads and shipping and handling charges. A sales or use tax or VAT may also be payable. These factors can result in a loss despite favorable price movement if such movement is insufficient to overcome them.

While CAM intends to maintain a buy and sell market for its precious metals, there is no guarantee that CAM will continue to do so. In the event that CAM is unable or unwilling to quote firm prices at any time, Customer may be obliged to sell precious metals owned by Customer in another market.

CAM and its employees and suppliers are not agents for Customer and owe no fiduciary duty to Customer.

CAM may not be able to contact you at all times that you would like. These and other circumstances may make it impossible at times for CAM to stay in close touch with you concerning your account. Therefore, it is your responsibility to monitor your account and to stay in touch with CAM concerning your account and market conditions. Do not wait to be contacted.

Any representations that Customer will be notified or that Customer's precious metal will be sold at particular price levels if the market turns against Customer are not authorized by CAM and may not be relied upon.

Neither CAM nor its representatives guarantee, assure or promise future market movement, prices, coin premiums, bid/ask spreads or profits.

CAM will rely upon Customer's telephonic instructions and orders. It is the practice of the industry that all purchase and sell orders placed over the telephone are binding contracts and must be honored. Once a Customer places a purchase or sell order which CAM accepts, the parties to this Agreement have created a binding contract. The parties may revise the contract only upon mutual consent of both parties.

Your account with CAM is self-directed. This means that you are solely responsible for all transaction decisions for your account. Any reliance upon recommendations or suggestions by a CAM representative or upon any written material in making your decision to enter into a transaction does not relieve you of your responsibility for that transaction and its outcome. Because you are solely responsible for your account, it is very important that you understand the type of transaction you are considering and that any decisions you make are the same as your intentions. Your verbal authorization to enter a purchase or sale transaction may be recorded to assure both you and CAM of the accuracy of your decision. If you ever believe that a transaction has been entered for your account that you have not authorized, or that a transaction you entered into has not been executed by CAM, you must immediately notify CAM's Compliance Department by phone at (888)747-3309 and immediately confirm such notification in writing to CAM's Compliance Department at 601 Heritage Dr, Ste 104, Jupiter, FL 33458. Do not wait to see if market prices move advantageously or disadvantageously before notifying CAM management.

Similarly, if you believe that any representative of CAM has made a verbal or written representation that is inconsistent with the terms or risks set forth in this Agreement (e.g., "At its current price, your metal can only go up in value.") or is offensive or unprofessional in nature (e.g., high pressure or unresponsive to requests), notify CAM's Compliance Department immediately. If you fail to make the required notification by the tenth business day following the date on which the event first became known to you, you waive all rights to contest such order, matter or omission and your account will stand, as is, as of the end of such business day.

CAM and its representatives earn income based upon the volume and type of transactions with customers. In the process of selling precious metals to, and buying precious metals from, you, you should assume that the interests of CAM and its representatives conflict with your interests. You must make the final decision as to whether you wish to enter into any particular transaction and should keep the foregoing in mind when making that decision. You are solely responsible for all purchasing, selling and borrowing decisions for your account. This does not, however, limit in any way CAM's rights under Sections 7 and 11 through 24 of this Agreement.

Tax consequences of transactions with CAM are your sole responsibility, and you are responsible for any applicable sales, use or VAT tax.

You hereby warrant and represent that you are a sophisticated investor who understands that precious metals products can be purchased from and sold to competitors of CAM and that you have the alternative of doing business with these CAM competitors.

In times of highly volatile markets, CAM phone lines may be busy due to the volume of incoming and outgoing calls. It is also possible for telephone lines to fail for reasons beyond CAM's control. Because of this, you are advised and will be responsible to have alternative methods to communicate with CAM (e.g., e-mail, courier messenger service, etc.) should it become necessary to do so.

If you have any questions, or need any information, call (888)747-3309.

## **12. Financing**

**12.1 Terms and Conditions.** If you ask CAM to finance a portion of any purchase, you promise to pay to CAM at its office in FL on demand, or if no demand, five years from the date of this

Agreement, the sum of all outstanding advances ("loan balance") made by CAM to or for your benefit, together with interest thereon from the dates of the respective advances at CAM's prevailing announced finance rate, as such rate may change from time to time. Your failure to make such payments as required shall constitute a default; and CAM shall have the right to dispose of all collateral and security provided by you or on your behalf, as provided in Paragraph 13 hereof, and apply such proceeds against the obligations due it hereunder. Such right shall be without limitation to the value of the collateral and security and any other remedies granted to it by this Agreement or otherwise by law.

CAM will impose Interest charges (sometimes referred to as finance charges) on your loan balance. Interest (finance) charges are calculated by multiplying CAM's prevailing periodic daily interest percentage rate (CAM's annual interest percentage rate divided by 365) by the amount of the loan balance and by the number of applicable days. Interest charges are made to the account on the last day of each calendar month and at such other times as there is activity in the account. Activity in the account is any change in the loan balance (increase or decrease) and any transaction involving borrowed precious metals. The interest rate charged by CAM will be a variable rate over the prime rate, but will not exceed the prime rate by more than 7% per annum. The term "prime rate" means the current prime rate as correctly published in the Western Edition of the Wall Street Journal. CAM may change its interest rate at any time.

Interest rates in effect are stated by CAM on your Monthly Statement and in other documents used by CAM from time to time to notify you of such rates.

Your loan balance may be paid in full by you any time without penalty. Advances for a purchase on your behalf will be debited to your loan balance on the day of such purchase. In the event of any dispute between us regarding the allowable level of interest rates, such dispute shall be submitted to arbitration pursuant to Section 26 of this Agreement and if the Arbitrator determines that the interest rates exceed the maximum allowable rates, the Arbitrator will reduce the interest rates under this Agreement to the legal maximum rates.

You represent that all advances by CAM to you will be used for the purchase of precious metals for investment or for other commercial purposes and not for any personal, family, household or other consumer purposes.

You hereby waive diligence, presentment, protest, demand and notice of every kind and (to the full extent permitted by law) the right to plead any statute of limitations as a defense to any demand pursuant to this Agreement or in connection with any security.

- 13. Equity Obligations.** You must keep your obligations to CAM at all times fully secured, to the satisfaction of CAM, and to make additional cash payments on your account or deposit additional precious metal as security, should the value of the security for such obligations at any time suffer a decline or for any reason be at any time insufficient to secure such obligations to the satisfaction of CAM in its sole discretion.

**Investments in precious metals involve a high degree of risk. The degree of risk is significantly increased when such investments are made with borrowed funds. You should anticipate CAM calling upon you from time to time to reduce your loan balance. If you do not meet CAM's call with the designated payment amount and within the time that CAM specifies (which may immediately), CAM may in its sole discretion sell the collateral pledged as security and apply the proceeds to your loan balance. CAM also has the right in its sole discretion to make such a sale without making a request that you reduce the outstanding balance due CAM or before the deadline for you to respond to a request for funds by CAM. Similarly, CAM also has the right in its sole discretion to require you to increase your security deposit, if at any time CAM deems the collateral securing your obligations to CAM to be inadequate.**

- 14. Collection Costs.** Customer promises to pay all costs of collection, including reasonable attorneys' fees, incurred in the collection of amounts due under this Agreement.
- 15. Security Interest.** As security for the satisfaction of all your obligations to CAM now or hereafter existing (the "Indebtedness"), you hereby grant to CAM a security interest in: (a) all precious metals belonging to you and held for you by Bank, either directly or in other depositories; (b) all precious metals or contractual rights in which you have an interest which shall hereafter be delivered to or come into the possession, custody or control of Bank or CAM in any manner or for any purpose; (c) all cash deposited with CAM by or for you; and (d) all your accounts and debts with CAM. Bank may hold or transfer such property (the "Collateral") to any facility within its control.

- 16. Risk of Decline in Value of Precious Metals.** You acknowledge that all risks of decline in the value of precious metals held by the Bank are yours and not those of Bank or CAM.
- 17. Service/Storage Charges.** A monthly service/storage charge is imposed on your account at the close of business on the last day of each month based on the units of precious metals in your account that are designated for delivery to or stored by Bank at such time. The unit charges are applicable as of month-end, irrespective of the number of days the precious metals are held in your account. CAM reserves the right to change prospectively at any time and at its sole discretion any of its service/storage fees. Current service and storage charges are available upon Customer's request.
- 18. Protection of Security Interest.** You hereby authorize CAM to take any actions it believes necessary to protect or preserve its security interest in the Collateral. CAM may file this Agreement and such other documents as CAM may request (which you agree to provide upon such request) with the appropriate authorities as necessary to perfect CAM's security interest under this Agreement. Until the Indebtedness is repaid in full, you shall not sell, encumber or otherwise transfer any interest in the Collateral or permit to exist any encumbrance of any kind on the Collateral other than CAM's security interest under this Agreement.
- 19. Attorneys' Fees.** All advances and expenses, including reasonable attorneys' fees, which CAM incurs in exercising any right, power or remedy conferred by this Agreement or in its enforcement, shall become a part of the Indebtedness and shall be paid to CAM by you immediately upon demand.
- 20. Events of Default and Foreclosure.** At the option of CAM and without necessity of demand or notice, all or any part of the Indebtedness shall immediately become due and payable upon the happening of any of the

following events ("Events of Default"): (a) your failure to meet or perform any of the terms or provisions of this Agreement (including, without limitation, a default in payment of your loan balance or interest charges thereon or any indebtedness to CAM when due); (b) your equity in the Collateral falls below CAM's prevailing equity call level; or (c) CAM determines at any time and in CAM's sole discretion that your Indebtedness is insufficiently secured. **In the event of an Event of Default, CAM shall have the right, but not the obligation, to foreclose upon all or any part of the Collateral. Foreclosure may be effected at any time of the day or night, on regular business days or otherwise, without prior notice, even though: (1) CAM has not made a demand for additional security or repayment; (2) such a demand is outstanding and has not yet been met; or (3) your equity in the Collateral has subsequently risen above CAM's minimum permissible level due to an increase in the value of the Collateral. You agree to independently monitor the world markets in all precious metals which you hold and to closely monitor your equity in the Collateral to reduce the likelihood of foreclosure. You acknowledge the increased risk of foreclosure if you fail to monitor your equity. CAM reserves the right to change its equity call level at its sole discretion and at any time.**

- 21. Rights and Remedies.** In the event of your failure to satisfy any Indebtedness when due, or upon the happening of any Event of Default as previously specified, or upon demand by any Bank, CAM may, at any time, at its election, apply, set off, collect or sell, in one or more sales, with or without any previous demands, notice or advertisement, the whole or any part of the Collateral, in such order as CAM may elect. Any such sale may be made either at public or private sale at CAM's place of business or elsewhere, either for cash or upon credit or for future delivery, at such price as CAM may deem fair. CAM may be a bidder on or the purchaser of any or all Collateral so sold, whether at public or private sale, and hold the same thereafter in its own right free from any claim of Customer or right of redemption. In such circumstances, CAM is also entitled to take possession and control of any proceeds resulting from the sale or other disposition of any of the Collateral. You hereby appoint CAM your Attorney-in-Fact to make any transfer of title of the Collateral permitted by this Agreement and to deliver all instruments to accomplish such transfer. Bank may act upon instructions from CAM concerning the sale or other disposition of the Collateral. You shall indemnify Bank from any liability to you for actions taken by Bank in conformity with such

instructions. You agree that the precious metals comprising the Collateral may decline or increase speedily in value and are of the type customarily sold on a recognized market and that CAM may treat and deal with such precious metals in any fashion it deems appropriate, in its absolute discretion, to preserve its security interest in such precious metals. Any sale hereunder may be conducted by any officer or agent of CAM.

- 22. Waiver.** You hereby waive any right to require CAM to (a) proceed against any particular person, (b) proceed against or exhaust any part of the Collateral, or (c) pursue any other remedy in CAM's power prior to or as a condition of proceeding against you or against any part of the Collateral. You further waive any defense arising by reason of any disability or other defense you or any other person may have. Until all Indebtedness shall have been paid or otherwise satisfied in full, you shall have no right of subrogation and you waive any benefit and/or any right to participate in any Collateral or security whatsoever now or hereafter held by CAM. You authorize CAM without notice or demand and without affecting your liability hereunder or on the Indebtedness to: (a) change the time for payment or otherwise change the terms of the Indebtedness, or any part thereof, including the rate of interest thereon; (b) take and hold security, other than the Collateral, for the payment of the Indebtedness or any part thereof, and exchange, enforce, waive and release the Collateral, or any part thereof, or any such security, and; (c) release or substitute Customer, or any endorser or guarantor of the Indebtedness, or any part thereof.
- 23. Release of Collateral.** CAM may at any time release all or part of the Collateral to Customer. CAM shall be discharged from any liability for the Collateral so released.
- 24. Deficiency of Collateral; Recourse Against Separate Property.** You shall be jointly and severally liable to CAM for any deficiency remaining after the Collateral is exhausted and expressly agree that recourse may be had against your separate property for all of the Indebtedness.
- 25. Miscellaneous.**
- 25.1 Notices.** All communications shall be sent to CAM at 601 Heritage Dr, Ste 104, Jupiter, FL 33458 and to Customer at the address set forth following the signatures to this Agreement or such other address subsequently provided to CAM by Customer in writing. All communications given by CAM to Customer by mail shall be effective 48 hours after deposit in the United States mail, postage prepaid, or upon receipt, whichever is earlier; if hand delivered, when delivered to



Customer's address; if telephonic, at the time of such phone conversation or facsimile transmission; or if by e-mail, on the day of transmission.

- 25.2 Force Majeure.** In the event of adverse conditions in the marketplace or other factors beyond the control of CAM, including, but not limited to, acts of God, national emergencies, adverse governmental actions, or suspension of trading of silver, gold, platinum or palladium futures contracts by U.S. precious metal exchanges, or the delivery of the precious metals underlying such contracts, or the failure or delay of suppliers, the maximum time for delivery of such precious metals may be extended indefinitely during the period of such adverse circumstances. CAM will not be responsible for delays or failures in the transmission, receipt or execution of orders, payments, deliveries or information due to the incapacity or failure of computer, transmission or communication facilities which are beyond the control of CAM.
- 25.3 Entire Agreement.** This Agreement constitutes the entire and whole Agreement among its parties and is intended as a complete and exclusive statement of the terms of their agreement. **This Agreement may be amended only upon execution of a subsequent agreement between the parties or upon Customer's failure to object, within 10 days, to modifications contained in subsequent agreements sent to Customer by CAM. This Agreement shall supersede any oral representations between the parties.**
- 25.4 Individual Authority of Customer.** Any party signing this Agreement as Customer is authorized to deal fully with the account opened hereunder, for purposes of placing orders, receiving funds or precious metals or otherwise. Any action taken by any such party shall be binding on all other parties with an interest in that account. Each such party shall hold CAM harmless for relying hereon. All obligations of Customer under this Agreement are joint and several.
- 25.5 Electronic Recordation.** Customer agrees that CAM may monitor and may electronically record all or part of any conversation between CAM, its employees or agents and Customer or Customer's agents.
- 25.6 Waiver.** Failure to exercise or delay in exercising any right, power or remedy hereunder by CAM shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy of CAM hereunder preclude any other or future exercise thereof or the exercise of any other right, power or remedy.

**25.7 Indemnification of Bank and London Suppliers.** Customer agrees that Bank and CAM's London Suppliers may act upon any instructions received from CAM concerning delivery, transfer of title, sale or disposition of precious metals held by Bank or such Suppliers on Customer's behalf. Customer further agrees to indemnify the Bank from any liability to Customer for actions taken by Bank and such Suppliers in conformity with such instructions.

**25.8 Governing Law.** Except as otherwise provided under Section 26 hereof, this Agreement is entered into in accordance with and shall be governed by Florida law; provided that, if any Florida law shall dictate that the laws of another jurisdiction be applied in any proceeding, such Florida law shall be superseded by this paragraph and the remaining laws of Florida shall nonetheless be applied in such proceeding.

**25.9 Location of any Dispute Resolution Concerning this Florida Agreement is Florida.** The Customer agrees that for all purposes he has entered into this Agreement in Palm Beach County, Florida, notwithstanding any events that may occur outside Palm Beach County, including the manner, timing or location of the delivery of receipt of the acceptance of this Agreement by either party hereto. Customer also agrees that the following events, among others, occurred in Palm Beach County, Florida: the negotiation, execution, and consummation of this Agreement, as well as the initial payment of monies and any subsequent Customer payment of monies, and written confirmation of each transaction.

Customer and CAM agree that Palm Beach County, Florida is a mutually and reasonably convenient place for any arbitration hearing concerning disputes relating to Customer's transactions with CAM or to this Agreement and that all arbitration proceedings subject to this Agreement shall occur before JAMS in Palm Beach County, Florida.

**25.10 Assignment.** The provisions of this Agreement shall be continuous and shall inure to the benefit of CAM, its successors and assigns, and shall be binding upon Customer and/or the estate, personal representatives, administrators and successors of Customer. CAM may assign its rights and delegate its duties as to any or all transactions under this Agreement. CAM **anticipates assigning certain of its rights under this agreement to its suppliers and financing sources.**

Upon transfer of all or any part of the indebtedness, CAM may transfer its security interest in all or any part of the Collateral and shall be fully

discharged from all liability with respect to the Collateral so transferred, and the transferee shall be vested with all the rights and powers of CAM with respect to such Collateral. Customer may not assert against any such transferee any claim or defense Customer has against CAM. CAM may, at any time, without notice to Customer, assign all or any part of its rights and privileges under this Agreement to another party ("Lender") in exchange for financing. In the event CAM assigns its security interest under this Agreement in Customer's Collateral to Lender, Customer agrees that Lender may, at any time, at its election and sole discretion, without notice or demand to Customer, sell, apply, set off or otherwise liquidate the Collateral. Customer further agrees to hold Lender harmless from any claims asserted by Customer arising out of any such sale, liquidation or set off of the Collateral by Lender. Customer may not delegate or assign any obligations or rights hereunder without the prior written consent of a duly authorized officer of CAM, and any attempt at such delegation or assignment without such consent shall be void.

- 25.11 Transaction Charges.** Customer agrees that to the extent that any charges imposed by CAM are held to be in excess of those allowable under any law, such charges shall be reduced to the legal maximum.
- 25.12 Severability.** In the event that an arbitrator or court determines that any provision of this Agreement is unenforceable, such provision shall be unenforceable and the remainder of this Agreement shall remain binding upon the parties as if such provision was not contained herein.
- 25.13 Obligations Due in U.S. Currency.** Customer shall pay all obligations owing under this Agreement in the currency of the United States of America.
- 25.14 Taxpayer I.D. Number.** Customer certifies that the Social Security Number, or other Federal Taxpayer Identification Number, provided below is correct and that Customer has not been notified by the Internal Revenue Service that it is a "payee under-reporter" under section 3406(a)(1)(c) of the Internal Revenue Code.
- 25.15 Tax Treatment.** CAM does not offer advice on the tax treatment of purchasing, selling or financing the purchase of precious metals. Customer must consult with his or her personal tax advisor with respect to such matters.
- 25.16 Cumulative Rights.** The rights, powers and remedies given to CAM by this Agreement are cumulative and not exclusive of any other rights, powers and remedies CAM may otherwise have. All rights, powers and remedies given to CAM by virtue

of the Florida Commercial Code or any other law of Florida or any other jurisdiction shall also be available to CAM. No forbearance, failure or delay by CAM in exercising any right, power or remedy under this Agreement shall be deemed to be a waiver thereof, or of any other right, power or remedy hereunder; nor shall any single or partial exercise of any right, power or remedy hereunder preclude any other further exercise thereof or of any other right, power or remedy hereunder. Each right, power and remedy of CAM hereunder shall continue in full force and effect until specifically waived in writing by CAM.

**25.17 Joint and Several Obligations.** All words used herein in the singular shall be deemed to have been used in the plural, and vice versa, as appropriate, and the obligations and undertakings of Customer hereunder shall be joint and several. Neither the discharge of any Customer for any reason other than payment or other satisfaction in full of all indebtedness, nor any extension, forbearance, change in the annual percentage interest rate, or acceptance, release or substitution of Collateral or any impairment of CAM's rights, powers or remedies against one Customer shall affect the liability or obligations of any other Customer hereunder. Each Customer waives any right to require CAM to proceed against one Customer before any other.

**26. Arbitration.**

**a. Arbitration of Claims.** The parties agree that any and all disputes, claims or controversies arising out of or relating to any transaction between them or to the breach, termination, enforcement, interpretation, validity or alleged unconscionability of any part of this Agreement shall be subject to and governed by the Federal Arbitration Act and shall be submitted to final and binding arbitration before JAMS, or its successor, in Palm Beach County, Florida. The parties also agree that this Agreement and the transactions entered into pursuant to it are commercial in nature (i.e., for investment) and do not involve consumer transactions (i.e., transactions entered into for personal, family or household purposes) under JAMS rules, or otherwise.

**b. Additional Participants in this Agreement to Arbitrate.** All partners of CAM and their officers and directors, and all employees, representatives, agents and affiliates of CAM, past, present or future, are beneficiaries of, and participants in, this arbitration agreement. They will have the same rights and obligations under this arbitration agreement as the parties, to the extent that these arbitration agreement beneficiaries are named

as respondents in any dispute, claim or controversy subject to or arising from this Agreement, or could have been so named.

- c. **Initiation of Arbitration.** Any party may commence the arbitration process by filing a written demand for arbitration with the JAMS office in Palm Beach County, Florida, with a copy to the other party(ies).
- d. **Arbitration Rules and Fees.** Except as otherwise provided herein, the arbitration shall be conducted in accordance with the provisions of JAMS Comprehensive Arbitration Rules and Procedures in effect at the time of Customer's execution of this Agreement (the "JAMS Rules"). The JAMS Rules shall apply regardless of the amount of the claims or cross claims in the proceeding. Discovery may be taken by the parties only in the manner prescribed by the JAMS Rules. In the discretion of the arbitrator(s), pre-arbitration conferences and hearings may be telephonic.

Customer can find the JAMS Rules on JAMS' Internet web site: [www.jamsadr.com](http://www.jamsadr.com). Customer can also obtain a copy of the JAMS Rules and information concerning JAMS' administrative and arbitrator fees by calling JAMS national toll free number at 800-352-5267. Currently, arbitrator fees range from about \$350 to \$800 per hour of service. Hearings can be as short as one or two days, but could run five days or longer. Each side will also be charged an initial case management fee (currently \$400), and a daily case management fee (currently \$400) per hearing day.

Customer should review the JAMS rules, and pay attention to the arbitration fees which JAMS will charge the parties, as further discussed below in Section 26.i. Customer should also be aware that JAMS fees change from time to time, and that JAMS' fee at the time of any dispute may be higher than at the time that the Customer enters into this Agreement.

- e. **Arbitrators.** The parties agree that a single arbitrator shall be selected to adjudicate all disputes unless otherwise provided for in this Agreement. The selection and replacement of an arbitrator or arbitrators shall be in accordance with the JAMS Rules, except that: (i) each arbitrator shall be a retired judge of either the Florida Superior Court or a United States District Court located in Florida, and (ii) any party may require a panel of three neutral arbitrators.
- f. **Decision of the Arbitrator(s).** Subject only to a party's right to a JAMS appeal under Subsection 26.g. below, the arbitration shall be

final, conclusive and binding on the parties and the award of the arbitrator(s) shall be enforceable in any court of competent jurisdiction.

**g. Right to Appeal.** A final decision by one arbitrator may be appealed to JAMS by any party. A final decision by a three- arbitrator panel is final and may not be appealed. Appeals to JAMS shall be subject to the following rules and procedures:

1. The appeal panel will consist of three neutral arbitrators selected in the same manner and subject to the same requirements as under Subsection 26.e. above.
2. The procedure for filing and arguing an appeal is as follows:
  - (i) Any party may appeal a final arbitration award issued by one arbitrator. The appeal must be served, in writing, on JAMS and on the opposing party within 14 calendar days after the award becomes final. The appealing party must specify in writing those parts of the award being appealed and must contain a brief statement of the appeal.
  - (ii) Within seven calendar days of the service of the appeal, the opposing party may serve on JAMS and on the opposing party a cross-appeal from any part of the award. The written cross-appeal must specify those parts of the award that the party is cross appealing and must contain a brief statement of the basis for the cross-appeal.
  - (iii) The record on appeal will consist of the stenographic or other record of the arbitration hearing and all exhibits, deposition transcripts and affidavits that the arbitrator has accepted into the record. The parties will cooperate with JAMS in compiling the appellate record. No evidence not previously accepted by the arbitrator will be considered by the appellate arbitrators, unless the basis of the appeal is non-acceptance by the arbitrator of certain evidence or unless the appellate arbitrators determine that there is good cause to re-open the record pursuant to the applicable JAMS arbitration rules.
  - (iv) The parties may elect to rely on the memoranda or briefs previously submitted to the arbitrators. In the absence of such election, JAMS will obtain the agreement of the parties on a briefing schedule. If no agreement is reached, JAMS will set the briefing schedule. Ordinarily, according to JAMS rules, only

opening briefs (of no more than 25 double-spaced pages) will be allowed. The briefs may be in the form of a letter.

(v) The appellate arbitrators will hear oral argument if a party requests such argument. If there is to be oral argument, JAMS will obtain the agreement of the parties on both the date of such argument and the duration, including the allocation of argument time between the parties. In the absence of agreement, the appellate arbitrators will set the date and duration of the oral argument, including the allocation of time.

3. Once a party has filed an appeal, JAMS will no longer consider the arbitration award final.
4. The appellate arbitrators will apply the same standard of review that the first level appellate court in the jurisdiction would apply to an appeal from the trial court decision, were the dispute being heard in state court instead of JAMS. The appellate arbitrators will respect the evidentiary standard set forth in Rule 22(d) of the JAMS Rules. The appellate arbitrators may affirm, reverse or modify an award.

The appellate arbitrators may not remand to the original arbitrator, but may re-open the record in order to review any evidence that had been improperly excluded by the arbitrator or any evidence that is now necessary in light of the appellate arbitrators' interpretation of the relevant substantive law. The appellate arbitrators, absent good cause for an extension, will issue the decision within 21 calendar days of the date of either oral argument, the receipt of the new evidence or receipt of the record and of all briefs, whichever is applicable or later. The appeal panel will make its decision by majority vote. The appellate arbitrators' decision will consist of a concise written explanation unless the parties all agree otherwise.

5. If a party refuses to participate in the appeal, the appellate arbitrators will maintain jurisdiction over the appeal and will consider the appeal as if all parties were participating, including retaining the authority to modify any award or element of an award that had previously been entered in favor of the non-participating party, assuming the arbitrators believe that the record, after application of the appropriate standard of appeal, justifies such action.
6. After the appellate arbitrators have rendered a decision, JAMS will issue the decision by serving copies on the parties. Service will be deemed effective five calendar days after deposit in the U.S. Mail. Upon service

of the appellate decision, the award will be final for purposes of judicial review.

**h. Class Actions.** The parties agree that all matters related to a purported class action by Customer, including, but not limited to, issues of class representation, class certification, class notice and to a decision on the merits shall be determined in arbitration before JAMS pursuant to JAMS' Class Action Procedures then in effect, and by an arbitration panel of three arbitrators selected in accordance with the provisions of Subsection 26.e of this Agreement.

**i. Allocation of Costs.**

**1. Basic Arbitration Costs.** Each side (i.e., claimant(s) on the one hand and respondent(s) on the other) agrees that it will share equally in all JAMS administrative and arbitrator costs if only one arbitrator is used. Customer may petition the arbitrator to attribute all or a portion of Customer's share of the administrative and arbitrator costs to CAM, if Customer attests to and satisfactorily demonstrates that his financial means are insufficient to meet such costs.

If any party requires a three arbitrator panel each side shall share equally in JAMS' administrative fees, but the party requiring the three arbitrator panel shall pay all arbitrator fees.

**2. Costs of Appeal.** The side appealing an arbitrator's award shall be responsible for all costs of the appeal, including the fees of the appellate arbitrators. If both sides appeal, all appellate costs shall be split equally between them.

**3. Class Actions.** Notwithstanding the foregoing, if Customer brings a class action, the parties agree that each side will share equally all JAMS administrative and arbitrators' fees associated with such arbitration.

**j. Available Damages and Remedies.** The parties agree that the damages available to any party bringing an action under this Agreement shall be limited to any actual contract damages and tort damages incurred by the party and proximately caused by and resulting from the other party's alleged breach. This paragraph states the exclusive damage remedies available to the parties. In all matters, each party shall be responsible for his, her or its own attorneys' fees.

If any party unsuccessfully resists arbitration or enforcement of an arbitration award rendered under this Agreement, then all costs,



attorneys' fees, and expenses incurred by the other party or parties in connection with any motions compelling arbitration or enforcing the award shall be fully assessed against and paid by the unsuccessful party. Likewise, if the party resisting arbitration is successful, then the party moving to compel arbitration will pay all the successful resisting party's costs and attorneys fees incurred with respect to that motion only.

**k. Waiver of Litigation Rights and Jury Trial.** By signing this Agreement, each party to this Agreement is agreeing to have all claims, disputes and controversies arising out of, or relating to, Customer's transactions with CAM or to this Agreement decided by arbitration and is giving up any right to have such claims, controversies and disputes determined in a court of law by a judge or by a jury, except that court-ordered injunctive relief may be available as set forth above. By signing this Agreement, each party is similarly giving up his, her or its rights to appeal, unless expressly provided for herein. If any party refuses to abide by the terms of this Agreement such party may be compelled to comply with its terms.

**l. Voluntary Agreement; Revocation.** Each party's agreement to arbitrate is voluntary. Customer may revoke Customer's agreement to arbitrate under Section 26 by written notice delivered to CAM at 601 Heritage Dr, Ste 104, Jupiter, FL 33458 within 30 days of Customer's first transaction with CAM or CAM.

**27. Utilizing Other Dealers.** If at any time, Customer or one of its customers wishes to sell their precious metals to a person or dealer other than CAM, CAM will, upon written or verbal request from Customer, confirm to such person or dealer the quantity and description of the precious metals owned by Customer and Customer's loan balance owing to CAM. Upon payment of that loan balance and any applicable delivery charges, CAM will deliver such precious metals to that person or dealer as authorized in writing by Customer. If such person or dealer wishes to acquire title to precious metals at Bank, and assume Customer's loan balance, such person or dealer must properly execute and submit an Account Agreement to CAM. Upon receipt of such agreement, CAM will direct Bank to transfer title of such precious metals from Customer to such person or dealer. This service offers Customer the opportunity to sell their precious metals to another buyer during times when CAM is not making a market or when the price offered by another buyer is more attractive than CAM's price.

- 28. Florida Contract.** The formation of this Agreement constitutes the making of a contract in Palm Beach County, Florida, notwithstanding the manner, timing or location of the delivery or receipt of the acceptance of this Agreement by either party hereto. The making of this contract will cause the following events, among others, to occur in Palm Beach County, Florida: the negotiation of this contract will have taken place and have been completed in Palm Beach County, Florida; the contract will be executed in Palm Beach County, Florida; CAM is located in Palm Beach County, Florida; all deposits and payments made by Customer will be delivered to and paid in Palm Beach County, Florida; all loans made by CAM will be made from and paid in Palm Beach County, Florida; and all statements of account will be generated in and transmitted from Palm Beach County, Florida.

Customer and CAM agree that Palm Beach County, Florida is a mutually and reasonably convenient place for any arbitration hearing concerning disputes relating to Customer's transactions with CAM or to this Agreement and that all arbitration proceedings subject to this Agreement shall occur before JAMS in Palm Beach County, Florida.

- 29. Notification of Statement Errors:** If you think your account statement contains an error, or if you need more information about a transaction on your statement, write CAM's Compliance Department, giving the following information: the amount of the suspected error, and a description of the error and an explanation of why you believe there is an error. If you need more information, describe the item you believe is erroneous. In order for you to preserve your rights, CAM must hear from you in writing no later than 30 days after it sent you the first statement on which the error or problem appeared. CAM will acknowledge your letter within 30 days, unless it has corrected the error by then. Within 90 days, CAM will either correct the error or explain why it believes the statement is correct. You do not have to pay any amount in question while CAM is investigating, but you are still obligated to pay the other parts of your statement that are not in question. While CAM investigates your question, it will continue to charge your account for the amount in question, including finance charges, but it will not take action to collect the amount in question. If CAM finds that it has made a mistake on your statement, you will not have to pay any interest charges relative to the questioned amount. If CAM did not make a mistake, you are obligated to pay all amounts charged to your account when due.

**AS A CUSTOMER, THE UNDERSIGNED AFFIRMS MY OR ITS UNDERSTANDING AND ACKNOWLEDGES THAT:**

- a. I am of legal age and/or legally competent to enter into this Agreement.
- b. All of my transactions with CAM shall be for investment or other commercial purposes and not for any personal, family, household or other consumer purposes.
- c. The purchase of precious metals, especially on credit, involves a high degree of risk and is not suitable for all persons. (See Sections 3, 11 and 13)
- d. Required funds must be sent to CAM within 24 hours of the transaction and received by CAM within two business days or such shorter period as may be imposed by CAM. (See Sec. 7.1)
- e. I will immediately notify CAM's Compliance Department, in writing, if any statement made to me by a CAM Representative is inconsistent with the risks and terms set forth in this Agreement.
- f. I will not convey any discretionary authority concerning my account to CAM or its representatives. This means that I make and that I am solely responsible for all trading decisions for my account. If I believe that a transaction has not been authorized by me, or has not been executed by CAM as I directed, I will immediately notify CAM's Compliance Department. I waive all rights to contest such transaction or omission if I fail to make such notification within ten (10) business days after such event first becomes known to me. (See Sec. 10.1 and Sec. 11)
- g. There are numerous factors which affect precious metal prices and it is impossible to forecast accurately how or to what degree such factors will affect prices. I understand that I will lose money unless the value of the precious metals I purchase or borrow moves sufficiently in price to compensate me for commissions, bid/ask spreads, interest and any other applicable charges. (See Secs. 9.3, 11 and 13)

- h. I have determined in my own mind that I am financially, intellectually and emotionally suitable to enter into the transactions which are the subject of this Agreement and able to accept the risks and to meet the financial commitments being made. (See Sec. 11)**
- i. I understand there are no assurances or guarantees by CAM or its representatives as to the future value of the precious metals I purchase. (See Sec. 11)**
- j. CAM may monitor and electronically record any conversations between me or my agents and CAM, its employees or agents. (See Sec. 25.5)**
- k. Transactions subject to this Agreement are not subject to regulation by the Commodity Futures Trading Commission or the National Futures Association. CAM is not a fiduciary and does not owe Customer any fiduciary duty.**
- l. In purchases of precious metals on credit, it is possible for the Customer to lose substantially more than the amount of the payments or deposits Customer has made. Borrowing money to acquire precious metals materially increases the risk of the investment. (See Sec. 13)**
- m. At times, Customer may be called upon to deposit substantial additional collateral with CAM to secure the obligations of Customer to CAM. It is possible for some or all of the Collateral in Customer's account to be foreclosed upon without prior notice to Customer. (See Sec. 13)**
- n. CAM will rely upon instructions and orders given by Customer over the telephone. It is the practice of the industry that such orders and instructions are binding. (See Sec. 11)**
- o. In times of highly volatile markets, CAM phone lines may be busy due to the volume of calls. It is also possible for telephone lines to fail for reasons beyond CAM's control. Because of this, Customer is advised and will be responsible to have alternative methods to communicate with CAM (e.g., e-mail, courier)**

messenger service, etc.) should it become necessary to do so. (See Sec. 11)

- p. It is Customer's responsibility to monitor Customer's account and to stay in touch with CAM concerning the account. Do not wait to be contacted. (See Sec. 11)
- q. Any representations that Customer will be notified or that Customer's collateral will be liquidated, at particular price levels, are not authorized by CAM and may not be relied upon by Customer. (See Sec. 11)
- r. By signing this Agreement, the undersigned authorizes CAM and its representatives to call me at any telephone number, and to send me e-mails at any e-mail address that I have provided to CAM, concerning matters regarding my CAM account and for promotional purposes. Such authorization shall continue until such time as I notify CAM in writing of its revocation or of a change in its terms.
- s. I must maintain equity in my account at or above the allowable minimum. I anticipate being called upon by CAM to restore equity in my account. If I do not meet an equity call within the time required, CAM may foreclose upon the collateral which I have pledged as security. (See Sec. 13)
- t. All risks of decline in the value of my precious metals held by the Bank are mine and not those of Bank or CAM. (See Sec. 16)
- u. If at any time the equity in my account falls below CAM's minimum permissible level, CAM has the right, but not the obligation, to foreclose upon my collateral without prior notice even if an equity call is in effect. (See Sec. 20)
- v. In purchasing precious metals on credit it is possible for me to lose substantially more than the amount of payments or deposits I have made. I understand that I will lose money unless the value of the precious metals I purchase or borrow moves sufficiently in price to compensate me for commissions,

**bid/ask spreads, service charges, interest (finance) charges and other charges. (See Sections 9.3 and 11)**

**w. I have carefully read and understand the foregoing.** I understand that I am agreeing to submit all disputes, claims and controversies arising out of, or relating to, my transactions with CAM or this Agreement to binding arbitration before JAMS, which is a private dispute resolution procedure, as set forth in Section 26 above. I understand that by agreeing thereto, I am also agreeing to pay JAMS administrative fees and arbitrators fees according to the terms of Subsection 26.d and to give up my rights to a jury trial of any claims. (See Section 26.k)

**You are not obligated to pay any money unless you sign this contract and return it to the commercial telephone seller.**

**Company TC#: 3975 Salesman TP#: \_\_\_\_\_ Salesman Name: \_\_\_\_\_**

I (We) understand that I (We) may rescind this agreement within three (3) business days (Saturdays count) of your receiving of our written confirmation. To cancel, please contact our office in writing at 601 Heritage Dr, Ste 104 Jupiter, FL 33458.

I understand that all orders (purchase or sale), after your state required rescission period has lapsed, placed by the customer with CAM are final and therefore not subject to cancellation or modification, agreed to in writing by the customer(s) and CAM.

**Block A**

\_\_\_\_\_  
*Customer Name(s) (Print)*

**X** \_\_\_\_\_  
*Customer Signature*  
*Date:* \_\_\_\_\_

**X** \_\_\_\_\_  
*Customer Signature*  
*Date:* \_\_\_\_\_

\_\_\_\_\_  
*Address*

\_\_\_\_\_  
*City State Zip*

\_\_\_\_\_  
*Social Security or other Federal Taxpayer  
Identification Number*

\_\_\_\_\_  
*Home Telephone*                      *Business Telephone*

\_\_\_\_\_  
*Cell Telephone*

\_\_\_\_\_  
*E-mail address*

\_\_\_\_\_  
*Account No.*

\_\_\_ *Single Owner*

\_\_\_ *Limited Liability Company*

\_\_\_ *Joint Tenants with Right of Survivorship*

\_\_\_ *Trustee For (Name of Trust, Pension or  
Profit Sharing Plan)*

\_\_\_ *Tenants in Common*

\_\_\_ *Corporation*

\_\_\_ *Partnership*

*CAM - For Official Use Only*

By: \_\_\_\_\_

Date: \_\_\_\_\_

**COMMISSIONS AND ADMINISTRATIVE CHARGES**  
**(Section 9.1, Account Agreement)**

**Brokerage firms are in business to make money by providing their clients with various methods of owning physical precious metal products and the services related to these specific markets. A management fee of ten percent of metal value shall be charged, consult your broker about services rendered in relation to this. In order for a precious metal purchase to become profitable, the price must increase sufficiently enough to exceed the total cost of the product, including the broker's fees. A one time administrative fee of \$200.00 is charged when you set up your account.**

**CUSTOMER PROFILE**

The purchase of precious metals is not suitable for all individuals because of the risk involved and the long term nature of the purchase. Please complete the following information so we can assist you in deciding if precious metals are a suitable investment for you:

- 1. OCCUPATION \_\_\_\_\_
- 2. EMPLOYER \_\_\_\_\_
- 3. ANNUAL INCOME \_\_\_\_\_
- 4. DATE OF BIRTH \_\_\_\_\_
- 5. MARITAL STATUIS \_\_\_\_\_
- 6. NET WORTH \_\_\_\_\_
- 7. VALUE OF
  - a. Stock Investments \_\_\_\_\_
  - a. Certificates of Deposit \_\_\_\_\_
  - b. Treasury Bills \_\_\_\_\_
  - c. Money Market Funds \_\_\_\_\_
  - d. Savings Accounts \_\_\_\_\_
  - e. Checking Accounts \_\_\_\_\_
  - f. Other Liquid Assets \_\_\_\_\_
- 9. Precious metals or collectable investments such as art, coins, jewelry, etc. \_\_\_\_\_
- 10. NET VALUE OF REAL ESTATE INVESTMENTS \_\_\_\_\_

I hereby acknowledge that the foregoing answers are true and correct to the best of my knowledge and that I have not been instructed by anyone to misrepresent any fact herein. Cornerstone Asset Metals,LLC may rely on the above information in determining my financial suitability as a purchaser and/or investor.

X \_\_\_\_\_  
 Customer Signature Date

X \_\_\_\_\_  
 Customer Signature Date