



MIDAS ACCOUNT

How to open an Account

Enclosed you will find the necessary documents to open a precious metals account with First National Bullion, LLC. Please read them and then sign, complete and return the Account Agreement. You may access this Agreement through the First National Bullion website.

- A. **Purchase and Sale Agreement.** 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.

ATTENTION

To complete these agreements each account owner must:

1. Sign and complete pages 16 and 18.
2. Provide his/her/its Social Security Number or other Federal Tax ID Number.
3. Provide a complete address and e-mail address.
4. Trust, Partnership, Limited Liability Company or Corporate Account - must enclose complete copy of Trust Agreement, Partnership Agreement, Limited Liability Company Agreement or Corporate Resolution.

ONLY COMPLETE ACCOUNT DOCUMENTS WILL BE PROCESSED

Signing this agreement in no way obligates you to do business with First National Bullion.

Return the complete Account Agreement in the business envelope provided.

A complete Account Agreement must be returned to First National Bullion. Individual signature pages will not be accepted.

SENDING FUNDS TO FNB:

Make checks or wires payable to First National Bullion for purchases of precious metals. 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:

Please contact First National Bullion directly for wiring instructions.

Mail to:

First National Bullion, LLC
4885 Convoy St
San Diego, California 92111

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 First National Bullion, LLC ("FNB") and the customer ("Customer" or "you") signing below.
- 2. Purpose of Agreement.** This Agreement provides for the establishment of an account with FNB 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 FNB. You represent that all of your transactions with FNB shall be for investment or other commercial purposes and not for any personal, family or household 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 understand the Agreement and have consulted with your attorney, as necessary, to achieve such understanding.
- 4. Transactions and Role of FNB.**
 - 4.1 Types of Transactions.** Your transactions with FNB are either fully paid for at inception or financed with Worth Financial, Inc. All transactions you finance with Worth Financial 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 FNB.** FNB acts as a principal and as such sells to and buys from customers on its own behalf. This means that FNB is a market maker and dealer in precious metals. FNB is not an exchange or brokerage house. Neither FNB nor any of its employees acts as an agent or fiduciary for any of FNB's customers. FNB does not offer managed accounts.
- 5. Precious Metals Which May Be Offered by FNB.**
 - 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, ½ ounce, ¼ ounce and 1/10 ounce Eagles; Canadian 1 troy ounce, ½ ounce, ¼ 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 Changes in Metals Offered.** Precious metals may be added to or deleted from the above list by FNB 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 FNB may vary significantly from day to day.

7. Terms of Purchase, Sale and Delivery.

7.1 Purchases from FNB. All purchases of coins from FNB are fully paid cash transactions. Purchases of bullion or ingots may either be for the full cash price or financed with Worth Financial, Inc. ("WORTH FINANCIAL"). 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 FNB within the time specified below. If Customer is using funds in his WORTH FINANCIAL account to pay all or part of the amount due, Customer authorizes FNB to transfer such funds from his WORTH FINANCIAL account to FNB.

You must send required funds to FNB within 24 hours of the transaction so that FNB receives them within two business days or such shorter period as FNB may require. Failure to make such timely payment shall constitute a default by Customer. Upon such default, FNB 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 FNB's bid price for the precious metals at the time of default, plus FNB's buy and sell charges (that is, FNB's commissions), if any.

Receipt and credit by FNB of your funds after this two day period, or such shorter period as FNB may require, shall not waive or limit FNB'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 FNB. Upon verbal confirmation of a sale of precious metals to FNB, you will be advised that you have two days, or such shorter period as FNB may require, to make delivery to FNB. FNB shall make full payment to you, or on your behalf of, upon FNB'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, FNB 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 FNB's ask price for the precious metals at the time of default, plus FNB's buy and sell charges (that is, FNB's commissions), if any. Receipt of precious metals from you after this two day period, or such shorter period if required, shall not waive or limit FNB's remedies for default.

7.3 Delivery to Customer or on Customer's Behalf. Upon receipt of the required amount of good funds from you of the full purchase price for the purchase of precious metals, FNB may deliver or cause the delivery of the precious metals (i) to you, (ii) to your appointed agent or designee, or (iii) for your benefit to a depository used

by FNB 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. You will be required to provide your name and complete residential address (not a Post Office Box number) with a copy of a current government-issued photo-bearing identification (such as a driver's license, passport, state or national identification card) and e-mail address and Social Security Number or other Federal Tax ID Number at the time you place your order. **If you are not taking physical delivery of precious metals purchased without using financing, FNB may also cover the purchase with offsetting cash forward or other contracts or metals financed with one or more of its suppliers until physical delivery is required.** If you finance a portion of the purchase price with WORTH FINANCIAL, delivery will be made to and the precious metals shall be stored with a Bank 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 such period as required by law following receipt of payment in good funds from Customer. You may take personal possession of your precious metals at any time, provided such precious metals are free and clear of all liens.

Customer agrees that FNB shall have made delivery when title to the precious metals purchased by Customer passes to You (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, FNB 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, FNB 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 FNB'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. When a customer wishes to take personal delivery of amounts of precious metals which do not correspond to FNB's standard units, FNB may deliver such metals in the form the customer and FNB agree or in such form as FNB in good faith determines most closely approximates the value of the units of such metal FNB at the time deals in.

7.4 Passage of Title. You agree that title to precious metals you purchase shall pass to you and that FNB shall be deemed to have delivered such precious metals to you when such precious metals are allocated to you by a member of the LBMA or designated for you, your 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 you, or (ii) to a pickup vault facility for pick up by you or a packaging and shipping facility for shipment to you (See Section 7.3), or (iii) to a Bank in the U.S. to be held for you. Precious metals delivered to a Bank in the United States for you 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 FNB from Customer shall pass to FNB upon receipt of the precious metals by FNB or its appointed agent or designee for FNB.

7.5 Payment. Payments to FNB may be made by cashier's check drawn on a commercial bank, personal check or bank wire. FNB, however, reserves the right to require that Customer pay only by bank wire. FNB will treat Customer's payments which are not bank wires as "hold funds" for purposes of delivery of precious metals to Customer. FNB will continue to deem such payments as hold funds for 12 business days after it receives Customer's payment. FNB 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 FNB 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.** FNB 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 FNB upon its analysis of each precious metal and may change many times during the day. FNB 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 FNB bid and ask prices varies. Historically, the spread on bullion prices has usually been about 1-1/2% to 6%. 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.

FNB 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 FNB 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).** FNB does not currently charge commissions on purchases and sales, but may do so in the future.

- 9.2 Shipping and Handling Charges.** FNB 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 Customers will generally be made from a designated vault packaging and shipping facility. Arrangements may be made for pick up of precious metals from a FNB designated pickup vault facility. FNB 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. FNB will make all appointments and arrangements for pick up with the appropriate facility. All communications to arrange a pick up must be made with FNB and not with the vault facility.

A Customer mailing or shipping precious metals to FNB bears all risk of loss or non-delivery until the shipment is received and accepted by FNB. A Customer wishing to make delivery to FNB is required to give at least three days advance notice and make delivery to FNB's designated facility. Deliveries of precious metals to FNB must be in a form acceptable to FNB 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, buy/sell charges (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 generally 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. FNB 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. FNB 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 FNB's rights under Sections 7, 11 and 12 of this Agreement which you should carefully review.

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

11. Customer Acknowledgment of Risks. Investments in precious metals involve substantial risk. Historically, there have been periods of varying length during which prices of precious metals have moved adversely to investors' interests. 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 your day-to-day living or operating 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, you must determine in your own mind your ability to understand the transaction and to meet all necessary financial commitments in connection with the transaction. When purchasing precious metals on credit, you must also carefully determine your ability to accept, among other things, that you may be required to provide substantial additional funds to reduce your loan with WORTH FINANCIAL and that some or all of your collateral may be foreclosed upon without advance notice. Investors 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 FNB may 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 FNB intends to maintain a buy and sell market for the precious metals it deals in, there is no guarantee that FNB will continue to do so. In the event that FNB is unable or unwilling to quote firm prices at any time, you may be obliged to sell precious metals you own in another market.

FNB and its employees are not your agents and owe no fiduciary duty to you.

FNB 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 FNB 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 FNB and WORTH FINANCIAL, if you have financed your purchase, concerning your account and market conditions. Do not wait to be contacted.

Any representations that you will be notified or that your precious metal will be sold at particular price levels if the market turns against you are not authorized by FNB or WORTH FINANCIAL and may not be relied upon.

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

FNB will rely upon your 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 you place a purchase or sell order which FNB 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 FNB is self-directed. This means that you are solely responsible for all transaction decisions for your account. Any reliance upon recommendations or suggestions by an FNB 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 FNB 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 FNB, you must immediately notify FNB's Compliance Department by phone at (800) 866.0879 and immediately confirm such notification in writing to FNB's Compliance Department at 4885 Convoy St , San Diego, CA 92111. Do not wait to see if market prices move advantageously or disadvantageously before notifying FNB management.

If you believe that any representative of FNB 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 FNB'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.

FNB 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 FNB 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 FNB's rights under Sections 7 and 11 of this Agreement.

Tax consequences of transactions with FNB 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 FNB and that you have the alternative of doing business with these FNB competitors.

In times of highly volatile markets, FNB's 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 FNB's control. Because of this, you are advised and will be responsible to have alternative methods to communicate with FNB (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 (800) 866.0879.

12. 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 the Bank, FNB or WORTH FINANCIAL.

13. Miscellaneous.

13.1 Notices. All communications shall be sent to FNB at 4885 Convoy St , San Diego, CA 92111 and to Customer at the address set forth following the signatures to this Agreement or such other address subsequently provided to FNB by Customer in writing. All communications given by FNB 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.

13.2 Force Majeure. In the event of adverse conditions in the marketplace or other factors beyond the control of FNB, 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. FNB 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 FNB.

13.3 Entire Agreement. This Agreement constitutes the entire and whole Agreement between or 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 FNB. This Agreement shall supersede any prior written or oral agreements between or among the parties hereto as well as oral representations by any party hereto.**

13.4 No Partnership, Joint Venture or Agency. Nothing in this Agreement creates a partnership, joint venture or agency relationship between Customer and FNB.

13.5 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 FNB harmless for relying hereon. All obligations of Customer under this Agreement are joint and several.

13.6 Electronic Recordation. Customer agrees that FNB may monitor and may electronically record all or part of any conversation between FNB, its employees or agents and Customer or Customer's agents.

13.7 Waiver. Failure to exercise or delay in exercising any right, power or remedy hereunder by FNB shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy of FNB hereunder preclude any other or future exercise thereof or the exercise of any other right, power or remedy.

- 13.8 Indemnification of Bank and Suppliers.** Customer agrees that Bank and FNB's Suppliers may act upon any instructions received from FNB 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 and FNB from any liability to Customer for actions taken by Bank and such Suppliers in conformity with such instructions.
- 13.9 Governing Law.** Except as otherwise provided under Section 14 hereof, this Agreement is entered into in accordance with and shall be governed by California law; provided that, if any California law shall dictate that the laws of another jurisdiction be applied in any proceeding, such California law shall be superseded by this paragraph and the remaining laws of California shall nonetheless be applied in such proceeding.
- 13.10 Location of any Dispute Resolution Concerning this California Agreement is California.** You agree that for all purposes you have entered into this Agreement and the making of this Agreement has occurred in San Diego County, California, notwithstanding any events that may occur outside San Diego County, including the manner, timing or location of the delivery of receipt of the acceptance of this Agreement by any party hereto. You also agree that the following events, among others, occurred in San Diego County, California: the negotiation of this contract will have taken place and have been completed in San Diego County, California; the contract will be executed in San Diego County, California; FNB is located in San Diego County, California; all deposits and payments made by you will be delivered to and paid in San Diego County, California; and the written confirmation of each transaction and all statements of account will be generated in and transmitted from San Diego County, California.
- Customer and FNB agree that San Diego County, California is a mutually and reasonably convenient place for any arbitration hearing concerning disputes relating to Customer's transactions with FNB or to this Agreement and that all arbitration proceedings subject to this Agreement shall occur before the Judicial Arbitration and Mediation Society ("JAMS") in San Diego County, California.**
- 13.11 Assignment.** The provisions of this Agreement shall be continuous and shall inure to the benefit of FNB, its successors and assigns, and shall be binding upon Customer and/or the estate, personal representatives, administrators and successors of Customer. FNB may assign its rights and delegate its duties as to any or all transactions under this Agreement. Customer may not assert against any such transferee any claim or defense Customer has against FNB. Customer may not delegate or assign any obligations or rights hereunder without the prior written consent of a duly authorized officer of FNB, and any attempt at such delegation or assignment without such consent shall be void.
- 13.12 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.
- 13.13 Obligations Due in U.S. Currency.** Customer shall pay all obligations owing under this Agreement in the currency of the United States of America.
- 13.14 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 he, she or it is a "payee under-reporter" under section 3406(a)(1)(c) of the Internal Revenue Code.
- 13.15 Tax Treatment.** FNB does not offer advice on the tax treatment of purchasing, selling or financing the purchase of precious metals. Customer must consult with his, her or its personal tax advisor with respect to such matters.
- 13.16 Cumulative Rights.** The rights, powers and remedies given to FNB by this Agreement are cumulative and not exclusive of any other rights, powers and remedies FNB may otherwise have. All rights, powers and remedies

given to FNB by virtue of the California Commercial Code or any other law of California or any other jurisdiction shall also be available to FNB. No forbearance, failure or delay by FNB 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 or further exercise thereof or of any other right, power or remedy hereunder. Each right, power and remedy of FNB hereunder shall continue in full force and effect until specifically waived in writing by FNB.

13.17 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 party to this Agreement for any reason nor any impairment of FNB's rights, powers or remedies against one party shall affect the liability or obligations of any other party hereunder. Customer waives any right to require FNB to proceed against one party before any other.

14. 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 or among 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 San Diego County, California. 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 shareholders, officers and directors of FNB, and all employees, representatives, agents and affiliates of FNB, 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 San Diego, California, 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.

You can find the JAMS Rules on JAMS' Internet web site: www.jamsadr.com. You 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 \$600 per hour of service, while some arbitrators charge a per diem fee.. 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).

You should review the JAMS rules, and pay attention to the arbitration fees which JAMS will charge the parties, as further discussed below in Section 14.i. You 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 you enter 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 California Superior Court or a United States District Court located in California, 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 14.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 14.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 14.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. You may petition the arbitrator to attribute all or a portion of your share of the administrative and arbitrator costs to FNB, if you attest to and satisfactorily demonstrate that your 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; and no party to this Agreement shall be entitled to any consequential, punitive or exemplary damages. In all matters, each party shall be responsible for his, her or its own attorney's 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 attorney's 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 FNB 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 14 by written notice delivered to FNB at 4885 Convoy St , San Diego, CA 92111 within 30 days of Customer's first transaction with FNB.

15. Utilizing Other Dealers. If at any time, you wish to sell your precious metals to a person or dealer other than FNB, FNB will, upon your written or verbal request, confirm to such person or dealer the quantity and description of the precious metals owned by you and your loan balance owing to WORTH FINANCIAL. Upon payment of that loan balance and any applicable delivery charges, FNB will deliver such precious metals to that person or dealer as authorized in writing by you. If such person or dealer wishes to acquire title to precious metals at the Bank, such person or dealer must properly execute and submit a Purchase and Sale Agreement to FNB. Upon receipt of such agreement and subject to any security interest WORTH FINANCIAL may have, FNB will direct the Bank to transfer title of such precious metals from you to such person or dealer. This service offers you the opportunity to sell your precious metals to another buyer during times when FNB is not making a market or when the price offered by another buyer is more attractive than FNB's price.

16. 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 FNB'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, FNB must hear from you in writing no later than ten (10) days after it sent you the first statement on which the error or problem appeared. FNB will acknowledge your letter within 30 days, unless it has corrected the error by then. Within 90 days, FNB 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 FNB is investigating, but you are still obligated to pay the other parts of your statement that are not in question. If FNB did not make a mistake, you are obligated to pay all amounts charged to your account when due.

THE UNDERSIGNED CUSTOMER AFFIRMS HIS, HER 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 FNB will be for investment or other commercial purposes and not for any personal, family or household 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, 9.3, 11 and 12.)
- d.** Required funds must be sent to FNB within 24 hours of the transaction and received by FNB within two business days or such shorter period as may be imposed by FNB. (See Sec. 7.1)

- e. I will immediately notify FNB's Compliance Department, in writing, if any statement made to me by a FNB 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 FNB 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 FNB as I directed, I will immediately notify FNB'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. 16.)
- 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 12.)
- 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 FNB or its representatives as to the future value of the precious metals I purchase. (See Sec. 11.)
- j. FNB may monitor and electronically record any conversations between me or my agents and FNB, its employees or agents. (See Sec. 13.6.)
- k. Transactions subject to this Agreement are not subject to regulation by the Commodity Futures Trading Commission or the National Futures Association. FNB is not a fiduciary and does not owe its customers any fiduciary duty.
- l. In purchases of precious metals on credit, it is possible for me to lose substantially more than the amount of the payments or deposits I have made. Borrowing money to acquire precious metals materially increases the risk of the investment. (See Secs. 9.3 and 11.)
- m. At times, I may be called upon to deposit substantial additional collateral with WORTH FINANCIAL, INC. to secure my obligations to WORTH FINANCIAL, INC. It is possible for some or all of the Collateral in my account to be foreclosed upon without prior notice to me. (See Sec. 11.)
- n. FNB will rely upon instructions and orders given by me 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, FNB's phone lines may be busy due to the volume of calls. It is also possible for telephone lines to fail for reasons beyond FNB's control. Because of this, Customer is advised and will be responsible to have alternative methods to communicate with FNB (e.g., e-mail, courier messenger service, etc.) should it become necessary to do so. (See Sec. 11.)
- p. It is my responsibility to monitor my account and to stay in touch with FNB concerning my account. I understand that I should not wait to be contacted. (See Sec. 11.) Any representations that I will be notified or that my collateral will be liquidated, at particular price levels, are not authorized by FNB and may not be relied upon by Customer. (See Sec. 11.)
- q. **If neither the Customer nor its customer is taking physical delivery of precious metals purchased without using financing, FNB may also cover the purchase with offsetting cash**

forward or other contracts with one or more of its suppliers until physical delivery is required. (See Sec. 7.3.)

- r. By signing this Agreement, I authorize FNB and its representatives to call me at any telephone number and to send e-mails to any e-mail address that I have provided to FNB concerning matters regarding my account with FNB and for promotional purposes. Such authorization shall continue until such time as I notify FNB in writing of the revocation of such authorization or of a change in its terms.
- s. All risks of decline in the value of my precious metals held by the Bank are mine and not those of the Bank, FNB or WORTH FINANCIAL. (See Sec. 12.)
- t. **Customer has carefully read and understands the foregoing.** I understand that I am agreeing to submit all disputes, claims and controversies arising out of, or relating to, my transactions with FNB or this Agreement to binding arbitration before JAMS, which is a private dispute resolution procedure, as set forth in Section 14 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 14.d. and to give up my rights to a jury trial of any claims. (See Section 14.k.)

_____ Customer Name(s) (Print)	
X _____ Customer Signature Date: _____, 20__	_____ Social Security or other Federal Taxpayer Identification Number
X _____ Customer Signature Date: _____, 20__	_____ Social Security or other Federal Taxpayer Identification Number
_____ Address	_____ Home Telephone Business Telephone
_____ City State Zip	_____ Cell Telephone
_____ Account Number	_____ E-Mail Address
	<input type="checkbox"/> Single Owner <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Joint Tenants with Right of Survivorship <input type="checkbox"/> Trustee for (Name of Trust, Pension or Profit Sharing Plan)
	[Name: _____]
	<input type="checkbox"/> Tenants in Common <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other: _____

FNB - For Official Use Only

By: _____

Date: _____

ADDITIONAL INFORMATION

AML POLICY: To comply with Federal ANTI MONEY LAUNDERING laws, we ask that you provide us at the time you open your account with a current government-issued photo-bearing identification with current residential address (e.g., driver's license, passport, state or national identity card). If you are a corporation, partnership, limited liability company or trust, we ask that you provide us with a certified copy of your articles or certificate of incorporation or organization or partnership or trust agreement, as appropriate, and a certificate of good standing or active status issued by the jurisdiction of formation or incorporation. We also ask that you complete the attached one page form.

PRIVACY POLICY: Maintaining the privacy of your personal information is of the utmost importance to us. In order to provide services to you, we must maintain certain information that we collect from account applications or other forms that you complete, transactions that you conduct and communications with our affiliates and us. It is our policy not to disclose your personal information to third parties except as permitted by law or requested by you. We also restrict access to nonpublic personal information to those employees who need to know that information to provide service to you. You are welcome to contact us at 1-800-866-0879 if you have any questions regarding our Privacy Policy. We reserve the right to revise our policy and will provide you notice of any revisions.

If you have any questions please contact us at 1-800-866-0879

INDIVIDUAL CUSTOMER PROFILE

PERSONAL INFORMATION:

CUSTOMER NAME: _____

RESIDENTIAL ADDRESS: _____
STREET [P.O. BOX *NOT* ACCEPTABLE]

CITY STATE ZIP COUNTRY

CHECK ONE: → U.S. CITIZEN NON-RESIDENT ALIEN RESIDENT ALIEN

NATIONALITY: _____ DRIVER'S LICENSE No., PASSPORT OR ALIEN I.D. CARD: _____

PLEASE PROVIDE PHOTOCOPY OR ELECTRONIC SCAN OF SUCH I.D.

EMPLOYER'S NAME: _____

POSITION: _____

BUSINESS TELEPHONE: _____ YEARS EMPLOYED: _____

CELL PHONE: _____ HOME TELEPHONE: _____

EMAIL: _____ FAX NUMBER: _____

DATE OF BIRTH: _____ SOCIAL SECURITY NO: _____

MARITAL STATUS: _____ INCOME / NET WORTH: _____

INFORMATION FOR CORPORATIONS, PARTNERSHIPS, LIMITED LIABILITY COMPANIES & TRUSTS:

NAME: _____ STATE OF ORGANIZATION: _____

ADDRESS OF PRINCIPAL PLACE OF BUSINESS: _____
STREET

CITY STATE ZIP COUNTRY

NAMES OF INDIVIDUAL(S) WITH AUTHORITY OR CONTROL OVER THE ENTITY, INCLUDING THE ENTITY: 1. _____

2. _____

3. _____

I hereby warrant 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. First National Bullion, LLC may rely on the above information in determining whether to buy or sell precious metals from or to me or to extend me any financing.

Signature

Date: _____