

Federal Refining, Inc.
 7 Commercial Street.
 Hicksville, NY 11801
www.federalrefining.com
Tel: 516.932.4653 - Fax: 516.932.4655

GENERAL BUSINESS INFORMATION				- NEW ACCOUNT SUBMISSION -	
Legal Name of Business:					
Business Address:				Country:	
City:			State:		Zip:
Business Phone:			E-mail:		Fax:
Web Address:		Corporate Officer:		Title:	EIN:
Type of Business:		Sales Tax Number:		Years in Business:	State of Incorporation:
Principal's Name:		Principal's Title:		Principal's Date of Birth:	
Does Company Have a Patriot / Anti-Money Laundry Compliance Program?			YES <input type="checkbox"/>	NO <input type="checkbox"/>	If not, what measures does your company take to ensure compliance?

APPLICANT INFORMATION				
Legal Name Of Business Owner:			Home Address:	
Title:		Home Phone Number:		E-mail:
Driver's License Number:			State Issued:	
Cell Number:		Fax:		How long has this person owned this business?
How long has this person been involved in the precious metals industry?				

TRADE REFERENCES	
Name of Business:	Contact Name:
Business Address:	Phone Number:
Name of Business:	Contact Name:
Business Address:	Phone Number:

DISCLAIMER AND SIGNATURE	
I certify that my answers are true and complete to the best of my knowledge.	
Signature:	Date:

FEDERAL REFINING, INC. GENERAL TERMS AND CONDITIONS

The following sets forth the terms and conditions applicable to all dealings and transactions between Customer and Federal Refining, Inc. hereon referred to as FRI. Customer agrees to be bound by these General Terms & Conditions.

1. **ARBITRATION.** Customer agrees that any controversy, claim or dispute between Customer and FRI arising in any way from any dealing(s) or transaction(s) between Customer and FRI or from these General Terms & Conditions shall be resolved exclusively by binding arbitration pursuant to the Federal Arbitration Act if applicable, or otherwise pursuant to the Texas General Arbitration Act, and shall be conducted in the English language before a single arbitrator in Hicksville, NY in accordance with the rules and procedures of the American Arbitration Association for commercial arbitration and shall be governed by the applicable provisions of these General Terms & Conditions. Customer agrees not to pursue any claim against FRI in a representative capacity or on behalf of others, and Customer waives any right to arbitrate any controversy, claim or dispute as a party to a class arbitration. Any decision rendered in such arbitration is binding on all of the parties, and judgment may be entered in any court of competent jurisdiction. Fees and expenses of the arbitrator and arbitration shall be divided equally between the parties. Customer and FRI will each be responsible for their own attorneys' fees and costs and the arbitrator has no discretion to shift attorneys' fees or costs of Customer to FRI; provided, however, that in the event of default by Customer under a forward sale (as described in paragraph 20), Customer shall be responsible for all legal and other expenses incurred by FRI (including but not limited to attorneys' fees and costs and any arbitration fees and costs) as a result of such default. If Customer brings an action against FRI in any proceeding other than arbitration as required by these General Terms & Conditions, or unsuccessfully challenges or fails to comply with the arbitrator's award, Customer shall be responsible for all legal and other expenses incurred by FRI (including but not limited to attorneys' fees and costs) in compelling arbitration, enforcing this arbitration provision or defending or enforcing the arbitration award.

2. Customer will bear sole responsibility and liability for shipping any precious metal-bearing products (i.e., products containing gold, silver, palladium, or platinum group metals), gem/stone-bearing products, and gems/stones (collectively, the "Material") to FRI, and Customer will arrange for all shipments to be FOB FRI, Hicksville, NY. Customer acknowledges that FRI is not responsible for Material lost or damaged in transit, and that FRI does not insure Material sent to FRI by Customer.

3. Customer will enclose a separate FRI packing list for each lot, regardless of whether Material is shipped to or brought into an FRI location, that includes a complete description of the lot's contents and weights (gross, tare and net), clearly identifies the services requested (e.g., stone removal), and states the declared value of gems/stones to be removed. FRI shall not be liable for any loss or damage claimed if Customer fails to provide the required packing list information.

4. Customer will ship all Material in containers sufficiently secured so as to ensure the integrity of the Material until the containers arrive at FRI's premises. FRI assumes no responsibility for Material that arrives in unsecured or damaged containers. If FRI receives Material that is damaged or that arrives in a container that is damaged or compromised in any way ("Defective Material"), then FRI will attempt to contact the Customer to determine Customer's wishes regarding the return or disposal of Defective Material. FRI reserves the right to reject any Material ("Rejected Material") without explanation.

5. If Customer fails to arrange at Customer's expense for the return or other disposal of Rejected Material, Defective Material or other Material in FRI's possession that Customer has not agreed to sell to FRI, within thirty (30) days after the Material's receipt by FRI, then FRI will have the right to dispose of the Material in any way FRI deems appropriate at Customer's expense, without FRI incurring any liability to Customer.

6. Customer represents and warrants that: (a) none of the Material it provides to FRI will originate from, relate to, further, or be involved or derived in any way from any type of activity that is criminal, illegal, illicit, or otherwise prohibited; and (b) Customer has complied with all applicable holding and reporting requirements relating to the Material.

7. Customer represents and warrants that Customer has in place a written anti-money laundering program, or is exempt from this requirement, according to the USA PATRIOT Act. Customer further represents and warrants that it is a commercial entity with experience in the precious metals industry.

8. Customer represents and warrants that, before or upon delivery of Material to FRI, Customer will provide to FRI a complete and accurate statement of the nature and extent of all substances in the Material that may be considered toxic or hazardous to human health. Such notice is required for substances including, but not limited to, cadmium, iron, lead, selenium, tellurium, zinc, antimony, sulphur, nickel, acrylonitrile, arsenic, asbestos, benzene, coke oven emissions, ethylene oxide, isocyanides,

mercury, silica, and vinyl chloride. Customer further represents and warrants that all Material will be free of radioactivity, asbestos, beryllium, mercury and thallium.

9. Customer represents and warrants that all Material will be properly packaged and labeled in accordance with the Hazardous Materials Transportation Act and other applicable rules or regulations, and that each container containing Material that may be considered toxic or hazardous has appropriate hazard warnings and reflects Customer's identity.

10. Applicable Law. The rights and obligations of FRI and Customer provided for in these General Terms & Conditions shall be governed by, construed, and enforced in accordance with the laws of the State of Texas, without regard to conflicts of law principles.

11. **INDEMNITY.** AS A CONDITION OF DOING BUSINESS WITH FRI, CUSTOMER AGREES THAT IF CUSTOMER FAILS TO COMPLY WITH ANY OF ITS OBLIGATIONS HEREIN, CUSTOMER WILL INDEMNIFY AND HOLD FRI HARMLESS FROM ANY AND ALL INJURIES, COSTS, SUITS, AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, EXPERT FEES, AND ALL COSTS OF DEFENSE OF SUCH CLAIMS, INCLUDING ALL LIABILITIES, CONSEQUENTIAL LOSSES, FINES, PENALTIES, JUDGMENTS, SETTLEMENTS, LOSSES, COSTS OF STORAGE/HANDLING/DISPOSAL/DECONTAMINATION, PUNITIVE OR EXEMPLARY DAMAGES, STATUTORY DAMAGES AND CLAIMS BY ANY STATE, THE U.S. GOVERNMENT OR THEIR AGENCIES, THAT FRI MAY INCUR AS A RESULT OF SUCH FAILURE BY CUSTOMER. CUSTOMER ALSO AGREES TO INDEMNIFY AND HOLD FRI HARMLESS FROM ALL INJURIES, COSTS, SUITS AND EXPENSES ARISING OUT OF INJURIES TO PERSONS OR LOSS, DAMAGE OR DESTRUCTION OF PROPERTY, INCLUDING PROPERTY OR MATERIAL OF CUSTOMER, IN CONNECTION WITH OR TO HAVE ARISEN OUT OF TRANSACTIONS WITH FRI, REGARDLESS OF WHETHER CLAIMS OR ACTIONS ARE FOUNDED IN WHOLE OR IN PART UPON THE ALLEGED NEGLIGENCE (WHETHER SOLE, JOINT OR CONCURRENT), GROSS NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL FAULT OF FRI.

12. Upon receipt of Material from Customer, FRI will weigh the Material ("Received Weight"). If there is a Significant Discrepancy (as defined in paragraph 13 below) between the Received Weight and the weight specified by Customer to FRI in the required packing list described in paragraph 3 above ("Specified Weight"), then FRI will put the relevant Material "on hold," not process it further, and contact Customer to attempt to reach agreement regarding the weight of the Material. If FRI and Customer are unable to reach agreement, FRI reserves the right to return the Material to Customer at Customer's expense. If there is not a Significant Discrepancy between Received Weight and the Specified Weight, or if Customer agrees that FRI can proceed regardless of a Significant Discrepancy, then FRI will proceed without any liability for any discrepancy between the Received Weight and the Specified Weight.

13. "Significant Discrepancy" shall mean: (a) for gold, a discrepancy of one ounce or greater; (b) for silver, a discrepancy of 15 ounces or greater; (c) for platinum, a discrepancy of one ounce or greater; (d) for palladium, a discrepancy of one ounce or greater.

14. FRI will determine the precious metal content of the Material using the analytical method that FRI selects in its sole and absolute discretion (the "Precious Metal Content"). The analytical methods that FRI may utilize include, but are not limited to, X-Ray Fluorescence Spectroscopy (XRF), Inductively Coupled Plasma (ICP) Mass Spectrometry, and Fire Assay. As a condition to any sale of precious metal to FRI, Customer accepts and agrees with FRI's determination of Precious Metal Content regardless of the analytical method utilized. FRI's determination of Precious Metal Content shall be the agreed upon content for purposes of Customer's transaction(s) with FRI.

15. FRI's obligations to Customer are limited to those metals for which Customer requested a Precious Metal Content determination according to the methods set forth in paragraph 14 above, and paid applicable assay fees, if any. FRI has no obligation to Customer regarding any other metal and reserves the right to dispose of or maintain such metals as FRI sees fit.

16. FRI will provide to Customer a statement setting forth the price FRI is offering to Customer for Customer's Material based on (1) FRI's Precious Metal Content determination as set forth above in paragraph 14, and (2) a spot price reasonably determined by FRI in its sole and absolute discretion. FRI's prices do not include any taxes. Customer is solely responsible for all taxes that may apply to transactions with FRI. FRI's spot price is subject to change without notice unless locked in by Customer as a forward sale in accordance with paragraph 20.

17. If a typographical, mathematical or other error is made in the calculation of the price offered or payment to the Customer for the Customer's Material, Customer agrees to take all steps requested by FRI to rectify the error. Customer further agrees to indemnify and hold FRI harmless from and against all damages or liability arising from any such error.

FEDERAL REFINING, INC. GENERAL TERMS AND CONDITIONS

The following sets forth the terms and conditions applicable to all dealings and transactions between Customer and Federal Refining, Inc. hereon referred to as FRI. Customer agrees to be bound by these General Terms & Conditions.

18. Gem/Stone Removal and Recovery. Customer acknowledges and agrees that there are inherent, unavoidable risks of damage and loss associated with the removal and recovery of gems and stones. FRI reserves the right to remove or recover gems/stones using the removal/recovery method that FRI selects in its sole and absolute discretion. Customer agrees that any damage to or loss of gems/stones is subject to the LIMITATION OF LIABILITY set forth below in paragraph 26.

19. Notice of Customer Complaints. Customer must notify FRI in writing within 10 days after receipt of its statement or payment (whichever is sooner) of any controversy, claim, or dispute arising out of the transaction(s) between Customer and FRI. If Customer fails to provide such written notice within 10 days, then Customer agrees that it is forever barred from bringing a claim for loss, damage, or other relief relating to such controversy, claim or dispute.

20. Forward sales of Material (i.e., sales at a predetermined, locked-in price) from Customer to FRI are binding agreements. If Customer fails to deliver such forward-sold Material to FRI within 5 business days after the lock-in date, then Customer shall owe and pay to FRI the difference between the locked-in price and any higher spot price (as set forth in paragraph 16 above) within 10 business days after the lock-in date. Customer grants to FRI a lien, security interest, and right of set off as security for these and any other liabilities and obligations of Customer to FRI upon all of Customer's open accounts, pool accounts, and other Customer Materials in FRI's possession, custody or control.

21. Force Majeure. FRI shall not be liable for any delay or non-performance caused, in whole or in part, by the occurrence of any contingency beyond the control of FRI, including but not limited to acts of war (whether declared or not), sabotage, terrorism, insurrection, civil disobedience, failure or delay in transportation, act of government, agency, or subdivision thereof, labor dispute, strike, accident, fire, flood, explosion, acts of God, or shortage of materials.

22. These General Terms & Conditions supersede any prior agreements, terms, conditions, understandings and arrangements between FRI and Customer, and constitute the entire agreement and understanding between FRI and Customer concerning the subject matter hereof. There are no other agreements, representations, or warranties regarding this subject matter except those specifically set forth herein. These General Terms & Conditions may only be modified or amended by written instrument duly executed by FRI and Customer, and shall not be modified or amended by the terms of purchase orders, packing lists, or other documents issued unilaterally by Customer. Neither party's rights or obligations hereunder shall be assigned by either party without the prior written consent of the other, except to its successor-in-interest by operation of law or to the transferee of all or substantially all of the party's assets or business to which these General Terms & Conditions relate. Any third party beneficiaries are prohibited from attempting to enforce these General Terms & Conditions against FRI.

23. If any provision of these General Terms & Conditions is found by a court of competent jurisdiction or an arbitrator to be wholly or partly invalid, the remaining provisions will nonetheless be valid and enforceable.

24. The waiver by FRI of any Customer breach of these General Terms & Conditions, or forbearance of FRI to enforce its rights hereunder, shall not operate or be construed as a waiver of any subsequent breach by Customer or a waiver of other rights of FRI.

25. As a condition to entering into any transaction with FRI, Customer authorizes FRI to make such credit, criminal, and other background investigations of Customer as FRI deems appropriate for compliance with the USA PATRIOT Act or otherwise. Customer agrees to provide FRI with the information required to make the aforesaid investigations, such as Social Security or Federal Employer Identification numbers.

26. LIMITATION OF LIABILITY. IN ADDITION TO THE INDEMNITY OBLIGATIONS SET FORTH IN PARAGRAPH 11, CUSTOMER AGREES THAT FRI'S MAXIMUM, TOTAL LIABILITY TO CUSTOMER FOR LOSS OF OR DAMAGE TO MATERIAL, SHALL BE LIMITED TO THE LESSER OF: A) THE CUSTOMER'S DECLARED TOTAL VALUE OF MATERIAL FOR SHIPPING PURPOSES, B) THE ACTUAL, PROVEN AMOUNT PAID BY CUSTOMER FOR THE MATERIAL, OR C) WITH RESPECT TO GEMS/STONES, THE AMOUNT OF FEES PAID BY CUSTOMER TO FRI FOR REMOVAL/RECOVERY SERVICES. NOTWITHSTANDING ANYTHING TO THE COFRARY IN THESE GENERAL TERMS & CONDITIONS, IN NO EVENT SHALL FRI BE LIABLE FOR ACTUAL DAMAGES, LOST PROFITS, DAMAGE TO REPUTATION, LOST BUSINESS OPPORTUNITY, INTEREST, ATTORNEYS' FEES, OR INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL, OR CONSEQUENTIAL LOSSES OR DAMAGES.

27. Customer will promptly provide written notice to FRI of any changes to the ownership of Customer's business within 15 days of such change.

28. DISCLAIMER OF WARRANTIES. CUSTOMER AGREES THAT NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, SHALL BE BINDING UPON FRI UNLESS EXPRESSED IN WRITING HEREIN. FRI SPECIFICALLY DISCLAIMS AND CUSTOMER ACKNOWLEDGES AND ACCEPTS THAT FRI DISCLAIMS ALL WARRANTIES, CONDITIONS, GUARANTEES AND REPRESENTATIONS OF ANY KIND, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF GOOD AND WORKMANLIKE PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, OR ANY WARRANTIES ARISING FROM A COURSE OF DEALING, LAW, USAGE OR TRADE PRACTICE, THAT RELATE TO FRI'S DETERMINATION OF MATERIAL'S PRECIOUS METAL CONTENT OR WEIGHT, TO FRI'S GEM/STONE REMOVAL AND RECOVERY SERVICES, TO ANY FORWARD COFRIACT ENTERED INTO BY FRI, ANY SERVICES PROVIDED BY FRI, OR ANY OTHER ASPECT OF CUSTOMER'S DEALINGS OR TRANSACTIONS WITH FRI.

Acknowledgement & Agreement

Customer, by the below signature of its duly authorized representative, represents that all information provided on this Business Account Information form is true and accurate, certifies that the indicated business either has in place a written anti-money laundering program or is exempt from this requirement, and that Customer has read, understands, consents to and agrees to be bound by all of the FRI General Terms & Conditions as set forth above.

Business Name:

Authorized Representatives Name:

Authorized Representatives Signature:

Date:

Federal Refining, Inc.
7 Commercial Street
Hicksville, NY 11801
www.federalrefining.com

Federal Refining
 7 Commercial Street.
 Hicksville, NY 11801
www.federalrefining.com
Tel: 516.932.4653 - Fax: 516.932.4655

GENERAL BUSINESS INFORMATION - PACKAGING DOCUMENT -

Legal Name of Business:		
Business Address:		Country:
City:	State:	Zip:
Business Phone:	E-mail:	Fax:

LOT MATERIALS

In what way did you verify the material being shipped to be precious metals?

Stone/Acid
 Electronic Device
 X-ray Florescence
 Other (please describe)

Brief description of material:

What is being shipped?

Silverware (with or without stainless steel counterpart)
 Watches (with or without movement/hardware)
 Bench or Floor Sweeps
 Sterling
 Platinum
 Palladium
 Karat Gold (jewelry or scrap)

Do you need Diamond Removal services? Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes, what lot?	The total weight of the items being shipped (broken down to precious metal category):	Gold <input type="checkbox"/> Silver <input type="checkbox"/> Platinum <input type="checkbox"/> Palladium <input type="checkbox"/>
--	---	---

What form of payment do you want?

Check (regular mail)- Free
 Bank Wire- \$25 fee

If you require a bank wire please provide the following:

1. Name of Bank
2. Bank Address
3. Account Name
4. Account Number
5. ABA Routing Number

DISCLAIMER AND SIGNATURE

I certify that my answers are true and complete to the best of my knowledge.

Signature:	Date:
-------------------	--------------