

Hi-Tech

Precious Metals & Refinery

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 Fax: 972-239-0598
 www.hitechpmr.com

Business Information

Name of Individual Completing Form:

Drivers License #:	State Where Issued:
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Legal Name of Business:

DBA if Different:	Years in Business:
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Business Address:

City:	State:	Zip:
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Business Phone:	Fax Phone:
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E-Mail:	Cell Phone:
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Type of Organization: Corp. Partnership Sole Proprietorship
 LLC Other:

Year Formed:	State:
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Sales Tax#:	Federal EIN#
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Number of Principals/Shareholders/Members:

For each, please answer the following (attach additional sheets as needed):

1. Name: _____

Title: _____

Address: _____

City :	State:	Zip:
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2. Name: _____

Title: _____

Address: _____

City :	State:	Zip:
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How Did You Hear About Hi Tech PMR

Referral Ad/Postcard Sales Rep. Internet
 Other:

The USA Patriot Act

On October 26, 2001, the President signed into law the USA PATRIOT Act (the Act). Title III of the Act makes a number of amendments to the anti-money laundering provisions of the Bank Secrecy Act of 1970 (BSA) that are Intended to promote the prevention, detection and prosecution of international money laundering and the financing of terrorism. Hi-Tech enthusiastically supports this endeavor. Among the Act's provisions are the requirements that all financial institutions -including dealers in precious metals -establish an anti-money laundering (AML) program and verify the identity of their customers. It is for this reason that Hi-Tech asks you for various identifying information.

For AML programs to be effective, they require each of us to be alert to possible money laundering. Generally, money laundering is the process of concealing the true origin of criminally, derived proceeds so they appear to have legitimate origins. This occurs in many ways, including converting cash into precious metals, then moving the metals undetected into financial systems. The Act and BSA apply severe penalties to money launders and also to those who ignore, or are "willfully blind" to suspicious activity that turns out to be money laundering. It is in the best interest of all of us to comply with the Act and assist in the prevention of money laundering and terrorism funding.

Anti-Money Laundering Program

Customer represents that it (a) has a written anti-money laundering program of compliance and supervisory procedures that complies with the Interim Final Rule of the USA PATRIOT Act and the Bank Secrecy Act, and provides for staff training and periodic audits to test the efficacy of the anti-money laundering program and its systems, (b) is not a "dealer in precious metals, stones and jewels" as defined in the Interim Final Rule of the USA PATRIOT Act, or (c) is exempt from compliance therewith by one of the following:

Retailer exemption Retailers that purchase only from other dealers who follow a U.S. anti-money laundering program are exempt from compliance. Additionally, retailers who purchase less than \$50,000 of covered goods from non-U.S. dealers and members of the general public are exempt from compliance.

Pawnbroker exemption Businesses properly licensed and registered as pawnbrokers under state or municipal law are specifically exempted from the Interim Final Rule's definition of "dealer", and are not required to comply.

System Of Warranties Certification

The System or Warranties is a voluntary system which requires participating buyers and sellers of rough, polished and mounted diamonds (i) to make the following affirmative statement on all invoices for diamonds, (ii) to maintain certain records regarding such statement and (iii) to audit the flow of warranties made to and by sellers. "The diamonds herein invoiced have been purchased from legitimate sources not involved in funding conflict and in compliance with United Nations Resolutions. The undersigned hereby guarantees that these diamonds lire conflict free, based on personal knowledge and/or written guarantees provided by the supplier of these diamonds."

Acknowledgment & 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 Hi-Tech General Terms & Conditions as set forth below.

Printed Name _____ Title: _____

Signature _____ Date: _____

General Terms & Conditions

The following sets forth the terms and conditions that Hi-Tech Precious Metals & Refinery, and all of their respective affiliates, successors, subsidiaries and related entities (collectively "Hi-Tech") and Customers (as identified herein) agree shall apply to all transactions between them concerning the within subject matter.

1. Unless Hi-Tech expressly agrees otherwise in writing, Customer will bear sole responsibility and liability for shipping its precious metal-bearing products, gem/stone-bearing products, and gems/stones (collectively, the "Materials") to Hi-Tech, and Customer will arrange for all shipments to be FOB Hi-Tech, Dallas, Texas.
2. Customer will enclose a separate, current Hi-Tech packing list with each lot shipment that includes, without limitation, a description of the contents and weights (gross, tare and net weights, and itemization of gems/stones for recovery, as applicable). Hi-Tech shall not be liable for loss or damage claimed if Customer fails to complete Hi-Tech packing list in its entirety or otherwise fails to convey clearly the Materials shipped and services requested.
3. Hi-Tech reserves the right to reject and return Materials to Customer at Customer's expense.
4. Customer will ship all Materials in containers secured by an adequate security seal that ensures the integrity of the Materials until they arrive at Hi-Tech premises. Hi-Tech assumes no responsibility for Materials that arrive without an intact security seal.
5. If Hi-Tech receives Materials in a container that is damaged or compromised in any way ("Defective"), then Hi-Tech will contact the Customer in an attempt to agree upon how to handle the shipment.
 - a) Hi-Tech reserves the right to reject all or any portion of a Defective shipment, in which case Customer will bear full responsibility for arranging for the shipment to be returned to Customer.
 - b) If Customer does not arrange for a Defective shipment to be returned or otherwise disposed of within thirty (30) days after Hi-Tech notice to Customer of the Defective shipment, then Hi-Tech will have the right to dispose of the shipment in any way it deems appropriate without any liability to Customer.
6. Customer represents and warrants that none of the Materials it sends to Hi-Tech 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.
7. Customer acknowledges that handling and processing Materials by Hi-Tech, including but not limited to melting, burning, combusting and drying, may create conditions hazardous to human health.
8. Customer represents and warrants that before or upon delivery of Materials to Hi-Tech, Customer will provide to Hi-Tech a complete and accurate statement of the nature and extent of all substances in the Materials that may be considered toxic or hazardous to human health. The foregoing substances shall include, but not be limited to, cadmium, iron, lead, selenium, tellurium, zinc, antimony, sulphur, nickel, acrylonitrile, arsenic, asbestos, benzene, coke oven emissions, ethylene oxide, iso cyanides, mercury, silica, and vinyl chloride. Customer further represents and warrants that all Materials will be free of radioactivity, asbestos, beryllium and thallium.
9. Customer represents and warrants that Materials 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 Materials that may be considered toxic or hazardous substance has appropriate hazard warnings and reflects Customer's identity.
10. Indemnity. As a condition of doing business with Hi-Tech, Customer agrees that if Customer fails to comply with any of its obligations herein, including specifically those identified in paragraphs 6, 8, and 9, that Customer will indemnify and hold Hi-Tech harmless from all injuries, costs, suits, expenses (including without limitation attorney fees and other costs of defense), liabilities, fines, penalties, judgments, costs of settlement, losses, costs of storage/handling/disposal/decontamination, and consequential or other damages that Hi-Tech may incur as a result of such failure by Customer.
11. Upon receipt of Materials from Customer, Hi-Tech will weigh the Materials ("Received Weight"). If there is a Discrepancy between the Received Weight and the weight conveyed by Customer to Hi-Tech, then Hi-Tech will put the relevant Materials "on hold," not process them further, and contact Customer to attempt to reach an agreement regarding the agreed weight of the Materials. If Hi-Tech and Customer are unable to reach such an agreement, Hi-Tech reserves the right to return the Materials to Customer at Customer's expense.
12. If there is no Discrepancy between the Received Weight and the weight reported by Customer, then Hi-Tech will proceed without risk of liability for the discrepancy.
13. Hi-Tech obligations to Client are limited to those metals for which Client requested an assay and paid applicable assay fees, if any. Hi-Tech has no obligation to Customer regarding any other metal.
14. Hi-Tech will determine the applicable precious metal content of the Materials using the analytical method that Hi-Tech deems, in its sole discretion, to be the most effective for the involved Material. This determination by Hi-Tech shall be the determinative, agreed content for purposes of the involved transaction.
15. Hi-Tech will send to Customer a Refining Statement that will include:
 - a) The weight of the Materials before and after melting;
 - b) The assays results;
 - c) Hi-Tech's refining, treatment and assay charges.
16. Customer will provide to Hi-Tech its contact information for notice purposes, a list of all persons authorized to make trades in Customer's account, and specimen signatures for each such person. Customer is responsible for updating its list to add or remove authorized persons.
17. The rights and obligations of Hi-Tech and Customer hereunder shall be governed by, construed, and enforced in accordance with the laws of the State of Texas, without regard to the conflicts of law principles thereof.
18. Limitation of Liability. Customer agrees that Hi-Tech's maximum, total liability to Customer for loss of, or damage to Materials, or otherwise shall be limited to the lesser of: a) the Customer's declared total value of Materials for shipping purposes, b) the actual, proven, out-of-pocket loss incurred by Customer, or c) with respect to gems/stones, the amount of fees paid by Customer to Hi-Tech for removal/recovery services, unless otherwise specifically agreed in writing by Hi-Tech. **IN NO EVENT SHALL HI-TECH BE LIABLE FOR LOST PROFITS, DAMAGE TO REPUTATION, LOST BUSINESS OPPORTUNITY, INTEREST OR ATTORNEYS FEES, OR INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL, OR CONSEQUENTIAL LOSSES OR DAMAGES.**
19. Gem/Stone Removal and Recovery. Hi-Tech intends to use its best efforts to remove and recover gems/stones provided by Customer for such service, but Customer acknowledges and agrees that there are inherent, unavoidable risks of damage and loss associated with such removal and recovery. Customer expressly assumes all risks of damage and loss to Customer's gems/stones as a result of their removal or recovery by Hi-Tech and agrees that Hi-Tech's liability for damage or loss shall be limited to an amount equal to that paid by Customer to Hi-Tech for its gem/stone removal and recovery services. Hi-Tech reserves the right to remove or recover gems/stones using the removal/recovery method that Hi-Tech deems, in its sole and absolute discretion, to be the most effective for the involved gems/stones. Hi-Tech specifically disclaims all warranties and representations of any kind, written or oral, expressed or implied, that relate to its gem/stone removal and recovery services.
20. Customer shall notify Hi-Tech in writing of alleged errors or inaccuracies in its Settlement Statement from Hi-Tech within ten (10) days after receipt of the Settlement Statement. If Customer fails to provide such notice within 10 days, then Customer agrees that it is forever barred from bringing a claim for loss or damages relating to such error or inaccuracy.
21. Any controversy, claim, or dispute regarding the rights of Hi-Tech or Customer arising out of a transaction between them or these General Terms and Conditions shall be settled exclusively by arbitration before a single arbitrator in Dallas, Texas in accordance with the rules and procedures of the American Arbitration Association for commercial arbitration. Any decision rendered in such arbitration is binding on all of the parties thereto, and judgment thereon may be entered in any court of competent jurisdiction. Fees and expenses of the arbitrator and arbitration shall be divided equally between the parties.
22. Hi-Tech 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 Hi-Tech, including, but not limited to, acts of war (whether declared or not), sabotage, terrorism, insurrection, riot or other act of civil disobedience, act of a public enemy, failure or delay in transportation, act of any government, agency, or subdivision thereof, including a judicial action, labor dispute, strike, accident, fire, explosion, flood, storm, or other act of God, or shortage of materials.
23. These General Terms and Conditions supersede all prior agreements, terms, conditions, understanding and arrangements, and constitute the entire agreement and understanding between Hi-Tech and Customer concerning the subject matter hereof. There are no other agreements, representations, or warranties except those specifically set forth herein regarding the subject matter hereof. Customer agrees that no representations or warranties, whether express or implied, shall be binding upon Hi-Tech unless expressed in writing herein. Hi-Tech specifically disclaims all warranties and representations of any kind, written or oral, expressed or implied, that relate to Hi-Tech's determination of the Materials' precious metal content or weight, Hi-Tech's gem/stone removal and recovery services, or that are not specifically asserted herein. These General Terms and Conditions may only be modified or amended by written instrument duly executed by Hi-Tech and Customer, and shall not be modified or amended by the terms of purchase orders, packing lists, or other documents issued unilaterally by Customer (the terms of which are specifically objected to by Hi-Tech). None of either 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 and Conditions relate.
24. If any provision of these General Terms and Conditions is found by a court of competent jurisdiction to be wholly or partly invalid, the remaining provisions will nonetheless be valid and enforceable.