

# AMERICAN PRECIOUS METALS

Branch: #200

3500 Gateway Drive, Suite 100

Pompano Beach, FL 33069

Tel: 866-250-6204 Fax: (561) 237-0877

## Customer Account Documentation

- I. Customer Information
- II. Customer Profile
- III. Disclosure Statement

**IMPORTANT:** To complete the Customer Account Documentation fill in the customer information below and answer the questions on page 2. Also read all parts of this documentation and sign at the bottom of pages 2 and 4 at the "X".

### CUSTOMER INFORMATION:

Full Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone # (H): \_\_\_\_\_

Telephone # (W): \_\_\_\_\_

Telephone # (C): \_\_\_\_\_

FAX #: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

## CUSTOMER PROFILE

The purchase of precious metals is not suitable for all individuals because of the risk involved and the long term nature of the purchase. Please complete the following questions so we can determine if precious metals investing is suitable for you.

1. Occupation: \_\_\_\_\_
2. How Long : \_\_\_\_\_
3. Income: \_\_\_\_\_
4. Age: \_\_\_\_\_
5. Are you married, single, divorced or widowed? : \_\_\_\_\_
6. Net Worth: \_\_\_\_\_
7. How much do you have invested in stocks?: \_\_\_\_\_
8. Concerning your liquid assets, how much money do you have in:
  - A: Certificates of Deposit? \_\_\_\_\_
  - B: Treasury Bills? \_\_\_\_\_
  - C: Money Market Funds? \_\_\_\_\_
  - D: Savings Accounts? \_\_\_\_\_
  - E. Checking Accounts? \_\_\_\_\_
  - F. Other Liquid Assets? \_\_\_\_\_
9. How much do you have in precious metals or collectable investments such as art, coins, jewelry, et cetera? \_\_\_\_\_
10. What percentage of your net worth is in real estate? \_\_\_\_\_
  - A. If you sold your real estate today, how much cash would you clear after paying your mortgage? \_\_\_\_\_

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

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

## **RISK FACTORS AND DISCLOSURE STATEMENT**

The ownership of physical precious metals for investment purposes can be made through various vehicles. The following represents some, but not all, areas of risk and costs that are inherent with the various methods of ownership of physical precious metals which require consideration and evaluation by prospective investors. Buyer acknowledges that each transaction is a spot metals transaction and not a futures contract. Buyer has the intent, but not the obligation to take delivery of the metals. The customer chooses whether to pay in full or to finance the purchase, but must pay in full if they wish to take delivery of the metals.

### **MARKET FLUCTUATIONS AND RISK OF LOSS:**

As with any investment, the price of precious metals change daily and there are absolutely no guarantees that the purchase price will ever be exceeded in order to provide the opportunity of a higher selling price. Upon entering the market, the risk of loss is the client's. Only those individuals who are capable of sustaining a financial loss should consider purchasing precious metal investments.

### **STAGNATION AND OPPORTUNITY COST:**

Investment dollars put into physical precious metals can only be converted back to cash by selling. Therefore, there is a cost which is the loss of interest which the investment dollars would earn if left in interest bearing instruments. In order to offset the loss of interest income, the price must move greater than the percentage of interest income forfeited.

### **BROKER FEES:**

Brokerage Firms are in business to make money by providing their clients with various methods of owning physical precious metal products and the services related to these specific markets. In order for a precious metal purchase to become profitable, the price must increase sufficiently enough to exceed the total cost of the product, including the brokers fees. This is commonly referred to as the break-even price.

### **DELIVERY CHARGES:**

Physical precious metals can be delivered directly to the client's designated point of delivery or to a recognized depository which provides secured non-segregated storage. Most home deliveries take place via drop shipment from recognized depositories via registered insured mail and are subject to handling fees, postage and insurance. In order to determine these fees, consult with your broker.

### **FINANCING:**

Most recognized depositories also provide financing services which allow clients to borrow up to 80% of the value of their precious metals products which are also in the non-segregated depository facilities of the lending institution. Interest rates and various fees will vary from one institution to another. Consult your broker about all costs and fees associated with financing investments. All clients wishing to make use of financing need to understand the following: 1. Should the value of the product decline, the lending institution reserves the right to demand either a principal loan reduction or the provision of additional acceptable collateral. 2. The lending institutions also reserve the right to liquidate all or part of the product acting as collateral for the loan without any prior notice to the client. 3. The ongoing cost of borrowing (interest charges and fees) will increase the break-even of the product purchased or being used to support collateral for the loan. Therefore, precious metals purchased with the use of financing must increase in price sufficiently enough to offset the cost of borrowing before an actual profit can be generated by selling the product. 4. Increased risk is created by debt obligation of borrower to the lending institution. There are no guarantees that clients will be able to resell their precious metals for an amount equal to or greater than the unpaid balance due to the lending institution, and borrower is responsible for any and all deficiencies. It is therefore possible to lose or gain more than the amount of the purchaser's initial investment when financing is used.

**LIQUIDITY:**

Precious metal owners should note that on any given day commodity exchange trading in categories of precious metals may be restricted, suspended, or halted entirely for any number of reasons. When such situations occur, it may be difficult or impossible to purchase or sell physical precious metals or to know when the exchange market will resume activity. Although the company makes every effort as a broker dealer to provide our clients with the ability to purchase and sell, we cannot guarantee access to markets for either purpose. Additionally, product purchased from or through the firm when sold to any third party may be required by that third party to subject the precious metals to inspection and assay at the owner's expense.

**TAXES:**

As tax laws are constantly changing, we suggest you consult your tax advisor as to how current tax laws may affect the outcome of contemplated purchases or sales before entering into any agreement to purchase precious metals. Company brokers will be available to discuss the type of transaction under consideration with the tax advisors of our clients.

**BROKERS:**

The brokers of the company are Independent Contractors to the company. Therefore, the company assumes no responsibility to the customers for the recommendations of the purchase or sale of precious metals made by the broker or their regulatory history, and from time to time the company may inadvertently retain a contractor who has had a past regulatory problem. The customer alone is responsible for all decisions made by him/her and acknowledges by signing this document that the customer is not making such decisions, solely based on representations or recommendations made by the broker of the company.

**ARBITRATION WITH GOVERNING LAW AND VENUE:**

The parties agree that any disputes relating to this account will be submitted to binding arbitration. The venue for any such arbitration shall be exclusive to the State of Florida, and all parties agree that any arbitration award entered shall be binding and convertible to a State of Florida judgment, and subject to the laws of the State of Florida, and further subject to any modifications thereof permissible thereunder. The parties hereby accordingly waive their right to any other remedy or to proceed with any court actions, and further hereby waive jurisdiction and venue.

This account and the activities contemplated hereunder shall be governed by the substantive and procedural laws of Broward County, the State of Florida without respect to Florida conflict law, rules, and venue of any dispute resolution shall likewise be in Broward County, State of Florida without respect to Florida conflict of law rules.

**ACKNOWLEDGEMENT:**

**I have read and understand the foregoing risk factors and disclosures related to investing in precious metal investments:**

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
PRINT NAME

X \_\_\_\_\_  
SIGNATURE DATE

X \_\_\_\_\_  
SIGNATURE DATE