

ACCOUNT TYPE

- | | | | |
|---------------------------------------------|-------------------------------------------------------------|-----------------------------------------|------------------------------------------------|
| <input type="checkbox"/> Individual Account | <input type="checkbox"/> Corporate, Partnership, Investment | <input type="checkbox"/> Trust Account | <input type="checkbox"/> Employee Stock Option |
| <input type="checkbox"/> Joint Account | <input type="checkbox"/> Money Purchase Pension Plan | <input type="checkbox"/> Profit Sharing | |

NAME AND INFORMATION
Account Owner

Name _____	Account # _____
S.S.#/Tax ID _____	Date of Birth _____

Joint Tenant/Custodian/Additional Trustee

Name _____	
S.S.#/Tax ID _____	Date of Birth _____

FINANCIAL PROFILE

*This information is required to open an account, and is confidential. (Please see the Customer Agreement for an explanation of Investment Objectives.)

Annual Income - From all sources (For Joint accounts, combine your income)

-
- 0 - \$19,999
-
- \$20,000 - \$49,999
-
- \$50,000 - \$99,999
-
- \$100,000+

Estimated Net Worth - (Excluding primary residence)

-
- 0 - \$49,999
-
- \$50,000 - \$249,999
-
- \$250,000 - 999,999
-
- \$1,000,000+

Liquid Net Worth - (Including cash and securities)

-
- 0 - \$24,999
-
- \$25,000 - \$99,999
-
- \$100,000 - \$249,999
-
- \$250,000+

Marital Status:
 Single
 Married
 Divorced
 Widowed

Dependents:

-
- 0
-
-
- 1
-
-
- 2
-
-
- 3+

Investment Experience:

-
- 0 - 5yrs
-
-
- 5 - 10yrs
-
-
- 10 - 20yrs
-
-
- 20 +yrs

Investment Objectives:

-
- Principal Protection
-
-
- 1st 2nd 3rd 4th
-
-
- Income
-
-
- 1st 2nd 3rd 4th
-
-
- Growth
-
-
- 1st 2nd 3rd 4th
-
-
- Speculation
-
-
- 1st 2nd 3rd 4th

Tax Bracket:

-
- 10% - 15%
-
- 28% - 33%
-
-
- 16% - 27%
-
- 33%+

EMPLOYMENT
Account Owner

-
- Retired
-
- Student
-
- Not Employed
-
-
- Employed (specify field of occupation): _____

Joint Tenant/Custodian/Trustee

-
- Retired
-
- Student
-
- Not Employed
-
-
- Employed (specify field of occupation): _____

TRUSTEE POWERS

IMPORTANT: FOR TRUST ACCOUNT TYPES ONLY. Indicate the page number(s) of the Trust Agreement where the Margin powers are granted to the Trustee(s) and check the following that apply to your Trust. This information is required in order to establish Margin on a Trust Account and takes the place of sending additional documentation or copies of your Trust.

Trust Type

-
- Trust Account
-
- Money Purchase Pension Plan (self Trustee)
-
- Profit Sharing (self Trustee)
-
- 401k (self Trustee)

Pg.#(s) _____	<input type="checkbox"/> Margin Transactions	The authority to engage in Margin Transactions by borrowing Funds for the purpose of buying or carrying securities on Margin, and/or borrowing securities for the purpose of selling short.
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MARGIN AGREEMENT

MARGIN AGREEMENT- Note: Only Individual and joint accounts may apply for Margin trading privileges at StockCross. Custodial, estate and corporate accounts, etc, are not eligible. Certain trusts may qualify, however. Please contact our New Accounts Department if you have questions or require assistance 800-225-6196.

I hereby request that StockCross Open a margin account under the registration listed on this application. I understand that margin transactions involve the extension of credit and carry certain risks, including the possibility that my obligations to StockCross may exceed the value of my securities. I have determined that I am able to bear these risks. I understand that in addition to the terms and conditions of the Customer Agreement I signed upon establishing my account I shall be subject to the terms and conditions of the Margin Agreement, beginning at Section 33 of the StockCross Agreement, and as amended from time to time. For your convenience, the margin disclosure is also included on the back of this form. I acknowledge that I have received and read the Margin Agreement. I agree to pay interest charges as they are computed and posted to my account, and I acknowledge that StockCross may make any debit balance in my account due and payable upon demand.

I HEREBY AUTHORIZE STOCKCROSS TO LEND ANY SECURITIES WHICH STOCKCROSS MAY BE CARRYING FOR ME ON MARGIN, EITHER SEPERATELY OR TOGETHER WITH OTHERS, EITHER TO STOCKCROSS OR OTHERS. THIS AUTHORIZATION SHALL REMAIN N FULL FORCE UNTIL WRITTEN NOTICE OF REVOCATION IS RECEIVED BY STOCKCROSS AT ITS NATIONAL HEADQUARTERS AT 9464 WILSHIRE BLVD, BEVERLY HILLS, CA 90212. ALL ACCOUNT OWNERS AND TRUSTEES MUST SIGN BELOW.

Signature X _____	Date _____	Signature X _____	Date _____
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MARGIN DISCLOSURE

1. Risk and Suitability.

When you purchase securities, you may pay for the securities in full or you may borrow part of the purchase price from StockCross. If you choose to borrow funds from StockCross, you will open a margin account with StockCross. The securities purchased are StockCross' collateral for the loan to you. If the securities in your account decline in value, so does the value of the collateral supporting your loan, and, as a result, StockCross can take action, such as issue a margin call and/or sell securities or other assets in any of your accounts, in order to maintain the required equity in the account.

It is important that you fully understand the risks involved in trading securities on margin. Although StockCross may try to accommodate you, these risks include the following:

- You can lose more funds than you deposit in the margin account. A decline in the value of securities that are purchased on margin may require you to provide additional funds to StockCross to avoid the forced sale of those securities or other securities or assets in your account(s).
- StockCross can force the sale of securities or other assets in your account(s). If the equity in your account falls below StockCross' maintenance margin requirements, StockCross can sell the securities or other assets in any of your accounts held at StockCross to cover the margin deficiency. You also will be responsible for any short fall in the account after such a sale.
- StockCross can sell your securities or other assets without contacting you. Some investors mistakenly believe that their broker must contact them for a margin call to be valid, and that their broker cannot liquidate securities or other assets in their accounts to meet the call unless their broker has contacted them first. This is not the case. StockCross may attempt to notify its customers of margin calls, but it is not required to do so. However, even if StockCross has contacted a customer and provided a specific date by which the customer can meet a margin call, StockCross can still take necessary steps to protect its financial interests, including immediately selling the securities without notice to the customer.
- You are not entitled to choose which securities or other assets in your account(s) are liquidated or sold to meet a margin call. Because the securities are collateral for the margin loan, StockCross has the right to decide which securities to sell in order to protect its interests. StockCross will attempt to liquidate on a "Last-In-First-Out-Basis."
- StockCross can increase its "house" maintenance margin requirements at any time and is not required to provide you advance written notice. These changes in firm policy often take effect immediately and may result in the issuance of a maintenance margin call. Your failure to satisfy the call may cause StockCross to liquidate or sell securities in your account(s).
- You are not entitled to an extension of time on a margin call. While an extension of time to meet margin requirements may be available to customers under certain conditions, a customer does not have a right to the extension.

Your application for a margin account is subject to the approval of, and may be rejected by, StockCross.

2. Pledge of Securities.

All money, securities and other property held, carried, or maintained for you by StockCross in your margin or short account may be pledged, repledged, hypothecated or rehypothecated, separately or together with the property of others, in an amount equal to the balance you owe to StockCross, or for a greater amount. StockCross may do so without retaining in its possession or under its control for delivery a like amount of securities or other property.

3. Security for Indebtedness.

In your Customer Agreement with StockCross you granted a lien on all securities and other property held in any StockCross account in which you have an interest, now or in the future, for the discharge of all your debts and other obligations owing to StockCross. This lien also secures any debit balance in your margin or short account, and extends to securities and other property that may not be acceptable as margin collateral under StockCross rules or Federal Reserve Board regulations.

4. Margin Maintenance.

You agree to maintain at all times such margins as may be required by StockCross, an exchange, and/or federal authorities. StockCross reserves the right at any time to demand the deposit of additional collateral for any debit balance or other obligation that you maintain in your account. StockCross may set higher initial and maintenance requirements for accounts holding a concentrated position or a position in a thinly-traded or volatile issue. Current market conditions and your financial situation may also be taken into consideration in setting requirements.

5. Margin Calls.

It is StockCross' general policy to issue calls for the deposit of additional collateral whenever an account falls under requirements. If an account remains in a deficiency on the stated deadline of the call, it is StockCross' general policy to liquidate sufficient securities to meet the terms of the call. These policies notwithstanding, StockCross reserves the right to exercise its discretion, where permitted by regulation, in determining whether to issue a call and under what terms, and whether to liquidate securities at the specified deadline or at another time, with or without notice to you.

6. Liquidations in Margin Accounts.

Because security prices can change quickly in volatile markets and there may be no opportunity to issue a margin call, StockCross must reserve the right in its sole discretion to close positions in your account and take whatever action it deems necessary for its own protection, without prior notice, demand, or call to you. StockCross may take such action in consideration of market conditions, such as a sudden decline in the price of a security, as well as other factors, and also in instances when a prior call for additional collateral (or similar notice) has been issued, it being understood that such prior notice does not constitute a waiver of StockCross' right to close positions and cancel orders in your account without further notice of any kind to you.

7. Short Sales.

You agree that when entering an order to sell a security 'short' you will designate the order as such. You understand and accept that any proceeds from short sales may not be released to you and do not earn interest, and that StockCross may be required to buy in all or part of your short position, without prior notice to you, in the event the securities are recalled by the lender or for any other reason. Your short position may be bought in for next-day or cash settlement, in which case the price of the transaction may be higher than the current market price.

8. Truth in Lending Disclosure.

In accordance with (Rule 10b-16 SEC Act of 1934) the following disclosure is set forth: Interest Rates on Debit Balances.

The interest rate charged by StockCross on your debit balance against your debit balance as determined by StockCross.

9. Interest Charges.

Interest is charged to your account and is computed by adding the daily interest computations. Each daily interest computation is made by multiplying the net debit balance by the interest rate then in effect and dividing by 360. If the StockCross Base Rate changes during the month, or your debit balance fluctuates during the month, the rate displayed on your statement is the average interest rate. For periods when the Base Interest Rate is unchanged, but the debit balance fluctuates between the tiers, the rate displayed on your statement is the average interest rate.

The net debit balance on any given day is the sum of the settled debit balance in the margin account minus any free credit in the cash account. (Short account balances and segregated dividends are not included.)

The average net debit balance is the sum of all daily balances divided by the number of days on which there was a net debit balance.

The average interest rate is computed by multiplying the total interest charge by 360 and dividing by the average net debit balance and by the number of days on which there was a net debit balance. If the method used to calculate debit changes, StockCross will provide you with written notice at least thirty days in advance.