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SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

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ANNUAL AUDITED REPORT  
FORM X-17A-5  
PART III

SEC FILE NUMBER  
8-20061

FACING PAGE

Information Required of Brokers and Dealers Pursuant to Section 17 of the  
Securities Exchange Act of 1934 and Rule 17a-5 Thereunder

REPORT FOR THE PERIOD BEGINNING 10/01/2001 AND ENDING 09/30/2002  
MM/DD/YY MM/DD/YY

A. REGISTRANT IDENTIFICATION

NAME OF BROKER-DEALER:

METZLER SECURITIES GMBH

OFFICIAL USE ONLY  
FIRM ID. NO.

ADDRESS OF PRINCIPAL PLACE OF BUSINESS: (Do not use P.O. Box No.)

18, Grosse Gallusstrasse

(No. and Street)

Frankfurt am Main

Germany

D-60311

(City)

(State)

(Zip Code)

NAME AND TELEPHONE NUMBER OF PERSON TO CONTACT IN REGARD TO THIS REPORT

Michael Klaus

(49-69) 2104-591

(Area Code - Telephone No.)

B. ACCOUNTANT IDENTIFICATION

INDEPENDENT PUBLIC ACCOUNTANT whose opinion is contained in this Report\*

Ernst & Young Deutsche Allgemeine Treuhand AG

(Name - if individual, state last, first, middle name)

14, Eschersheimer Landstraße

Frankfurt am Main

Germany

D-60322

(Address)

(City)

(State)

(Zip Code)

CHECK ONE:

- Certified Public Accountant
- Public Accountant
- Accountant not resident in United States or any of its possessions.

PROCESSED

DEC 24 2002

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THOMSON  
FINANCIAL

\*Claims for exemption from the requirement that the annual report be covered by the opinion of an independent public accountant must be supported by a statement of facts and circumstances relied on as the basis for the exemption. See section 240.17a-5(e)(2).

SEC 1410 (3-91)

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Handwritten signature and date: 12-20

OATH OR AFFIRMATION

I, Michael Klaus, swear (or affirm) that, to the best of my knowledge and belief the accompanying financial statement and supporting schedules pertaining to the firm of Metzler Securities GmbH, as of September, 19, 2002, are true and correct. I further swear (or affirm) that neither the company nor any partner, proprietor, principal officer or director has any proprietary interest in any account classified solely as that of a customer, except as follows:

N/A

November 25, 2002

[Signature]
Signature
Executive Officer
Title

[Signature]

Notary Public



This report\*\* contains (check all applicable boxes):

- (a) Facing page.
(b) Statement of Financial Condition.
(c) Statement of Income (Loss).
(d) Statement of Changes in Financial Condition.
(e) Statement of Changes in Stockholders' Equity or Partners' or Sole Proprietor's Capital.
(f) Statement of Changes in Liabilities Subordinated to Claims of Creditors.
(g) Computation of Net Capital
(h) Computation for Determination of Reserve Requirements Pursuant to Rule 15c3-3.
(i) Information Relating to the Possession or control Requirements Under Rule 15c3-3.
(j) A Reconciliation, including appropriate explanation, of the Computation of Net Capital Under Rule 15c3-1 and the Computation for Determination of the Reserve Requirements Under Exhibit A of Rule 15c3-3.
(k) A Reconciliation between the audited and unaudited Statements of Financial Condition with respect to methods of consolidation.
(l) An Oath or Affirmation.
(m) A copy of the SIPC Supplemental Report.
(n) A report describing any material inadequacies found to exist or found to have existed since the date of the previous audit.

\*\*For conditions of confidential treatment of certain portions of this filing, see section 240.17a-5(e)(3).

AFFIRMATION

I hereby represent that, to the best of my knowledge and belief, the financial statements and schedules contained in the audit report on the fiscal year ended September 30, 2002 are true and correct and complete.

METZLER SECURITIES GMBH



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Michael Klaus  
Executive Officer

Subscribed and sworn to before me this 25th day of November, 2002.



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Notary



## Report of Independent Auditors

The Board of Directors  
Metzler Securities GmbH

We have audited the accompanying statement of financial condition of Metzler Securities GmbH (a 100% subsidiary of B. Metzler seel. Sohn & Co. KGaA) as of September 30, 2002, and the related statements of operations, changes in stockholders' equity, changes in subordinated liabilities and cash flows for the year then ended. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Metzler Securities GmbH as of September 30, 2002, and the results of its operations and its cash flows for the year then ended in conformity with generally accepted accounting principles.

Our audit was conducted for the purpose of forming an opinion on the basic financial statements taken as a whole. The supplemental information contained in the accompanying schedules is presented for purposes of additional analysis and is not a required part of the basic financial statements, but is supplementary information required by rule 17a-5 under the Securities Exchange Act of 1934. Such information has been subjected to the auditing procedures applied in our audit of the basic financial statements and, in our opinion, is fairly stated in all material respects in relation to the basic financial statements taken as a whole.

November 22, 2002  
Frankfurt am Main

Ernst & Young  
Deutsche Allgemeine Treuhand AG  
Wirtschaftsprüfungsgesellschaft



Heist  
Wirtschaftsprüfer



App  
Wirtschaftsprüfer



**Prüfungsbericht**

**Metzler Securities GmbH**

(a 100,00% subsidiary of B. Metzler seel. Sohn & Co. KGaA)

**Year ended September 30, 2002  
with Report and Supplemental Report  
of Independent Auditors**



**Metzler Securities GmbH**  
(a 100% subsidiary of B. Metzler seel. Sohn & Co. KGaA)  
**Statement of Financial Condition**

	September 30, 2001	September 30, 2002
	USD \$'000	USD \$'000
<b>ASSETS</b>		
<b>CURRENT ASSETS</b>		
Cash and cash equivalents	221	104
Commission Receivable	60	6
Available-for-sale Securities	2,185	2,638
Securities owned, not readily marketable	588	-
Other current assets	649	1,753
<b>Total Current Assets</b>	<u>3,703</u>	<u>4,501</u>
Property, Plant & Equipment, net	137	-
	<u>137</u>	<u>-</u>
<b>Total Assets</b>	<u><u>3,840</u></u>	<u><u>4,501</u></u>
 <b>LIABILITIES AND SHAREHOLDERS' EQUITY</b>		
<b>CURRENT LIABILITIES</b>		
Accounts payable and Accrued expenses	81	372
Payable to affiliates	1,906	843
<b>Total Current Liabilities</b>	<u>1,987</u>	<u>1,215</u>
 <b>SHAREHOLDERS' EQUITY</b>		
Common stock	3,366	3,366
Additional Paid in capital	-	2,950
Retained Earnings	214	(1,300)
Unrealized gains/(losses)	(339)	(457)
Foreign Currency translation	(1,388)	(1,273)
<b>Total Shareholders' Equity</b>	<u>1,853</u>	<u>3,286</u>
<b>Total Liabilities and Shareholders' Equity</b>	<u><u>3,840</u></u>	<u><u>4,501</u></u>

*See accompanying notes to financial statements.*



**Metzler Securities GmbH**  
(a 100% subsidiary of B. Metzler seel. Sohn & Co. KGaA )  
**Statement of Operations**

	Year Ended September 30, 2001 USD \$'000	Year Ended September 30, 2002 USD \$'000
<b>Revenues</b>		
Commissions	2,461	662
Interest and other income	135	95
Realised gains on securities	442	96
<b>Total Revenues</b>	<b>3,038</b>	<b>853</b>
<b>Expenses</b>		
Employee compensation and benefits	1,058	1,526
Commission and clearance fees	1,069	291
Occupancy and equipment	181	248
Communications	282	235
Interest expense	95	69
Depreciation and amortization	44	68
Other operating expenses	656	792
Write off of equipment	-	239
<b>Total Expenses</b>	<b>3,385</b>	<b>3,468</b>
<b>Income before income taxes</b>	<b>(347)</b>	<b>(2,615)</b>
Tax provision	255	1,101
<b>Net Income</b>	<b>(92)</b>	<b>(1,514)</b>
<b>Other Comprehensive Income</b>		
Unrealized gain/(losses) on securities	(542)	(118)
Foreign Currency translation adjustment	(494)	115
<b>Comprehensive Income</b>	<b>(1,036)</b>	<b>(3)</b>

*See accompanying notes to financial statements.*

**Metzler Securities GmbH**  
 (a 100% subsidiary of B. Metzler seel. Sohn & Co. KGaA)  
**Statement of Changes in Stockholders' Equity**  
 Year ended September 30, 2002

	Common Stock		Retained Earnings	Accumulated Other Comprehensive Income		Total Shareholders' Equity
	US \$ '000	Paid in capital US \$ '000		Unrealized gains (losses) on available-for-sale securities US \$ '000	Foreign Currency translation adjustment US \$ '000	
Balance at October 1, 2000	3,366		306	203	(894)	2,981
Comprehensive Income:						
Net Income			(92)			(92)
Other comprehensive Income				(542)	(494)	(1,036)
Balance at September 30, 2001	3,366		214	(339)	(1,388)	1,853
Balance at October 1, 2001	3,366		214	(339)	(1,388)	1,853
Paid in capital		2,950				2,950
Comprehensive Income:						
Net Income			(1,514)			(1,514)
Other comprehensive Income				(118)	115	(3)
Balance at September 30, 2002	3,366	2,950	(1,300)	(457)	(1,273)	3,286

See accompanying notes to financial statements



**Metzler Securities GmbH**  
(a 100% subsidiary of B. Metzler seel. Sohn & Co. KGaA)  
**Statement of Cash Flows**

	Year Ended September 30, 2001	Year Ended September 30, 2002
	USD \$'000	USD \$'000
<b>Operating Activities</b>		
Net Income	(92)	(1,514)
Adjustments to reconcile net loss to net cash used in operating activities		
Depreciation	44	68
Commission receivable	8	(54)
Receivables from customers	39	
Other	(88)	(496)
Payable to affiliates	1,373	(1063)
Accounts Payable	(187)	291
<b>Net cash used in operating activities</b>	<u>1,097</u>	<u>(2,768)</u>
<b>Investing Activities</b>		
Available-for-sale investments	(7)	(135)
Net additions to property and equipment	(54)	(161)
<b>Net cash used in investing activities</b>	<u>(61)</u>	<u>(296)</u>
<b>Financing Activities</b>		
Increase in Paid in Capital	-	2,950
<b>Net cash from financing activities</b>	<u>-</u>	<u>2,950</u>
Effect of exchange rate differences	(494)	381
Changes in unrealized gains/(losses) on available for sale securities	(542)	115
<b>Net increase in cash and cash equivalents</b>	(13)	(118)
<b>Cash and cash equivalents at beginning of period</b>	<u>234</u>	<u>221</u>
<b>Cash and cash equivalents at end of period</b>	221	104
<b>Supplementary disclosures of cash flow information</b>		
Taxes paid	(24)	(441)
Interest paid	(52)	(69)

*See accompanying notes to financial statements.*



Metzler Securities GmbH  
(a 100% subsidiary of B. Metzler seel. Sohn & Co. KGaA)

**Notes to Financial Statements**

**1. Operations**

Metzler Securities GmbH (the "Company") is a registered broker-dealer with the Securities and Exchange Commission (the "SEC") under the Securities Exchange Act of 1934 and has been a corporate member of the Philadelphia Stock Exchange Inc. since October 1974. The Company is a 100% subsidiary of B. Metzler seel. Sohn & Co. KGaA, Frankfurt, Germany (the "Parent"). It acts as a broker-dealer for United States or German institutional customers seeking to sell or purchase German, Dutch, Italian or U.S. securities. These securities are listed in Germany, the Netherlands, Italy or the U.S. or traded in the German, Dutch, Italian or the U.S. over the counter market. The trades are settled on a payment against delivery basis. Accordingly, the Company does not hold cash or securities for the account of customers.

The Company has entered into separate clearing arrangements for its U.S., German, Italian and Dutch transactions.

The Company's head office is in Frankfurt am Main, Germany. The Company does business in the United States as Metzler Securities Corporation through its branch office in New York City. The accompanying statements include the accounts of Metzler Securities GmbH and its New York branch office, Metzler Securities Corporation (together, the "Company").

Market conditions continued to deteriorate due to the far more sluggish than expected economic recovery. Margin pressures and declining investment activities led to a fall in our top-line revenues to an extent that we were not able to achieve our budget targets. In a response to these market-induced circumstances Metzler (the "Parent") decided to restructure its equity brokerage activities. Therefore all non-German equity sales and trading operations were temporarily ceased. As a part of this restructuring effort we closed down our US-based activities, moved one equity sales person to Frankfurt who will continue to service our clients and dismissed all other staff. We have provisioned for all future expenses relating to the closure of our office. As to our prudent estimate no material expenses will occur beyond that.

**2. Accounting Policies and Procedures**

**Basis of presentation**

The financial statements have been prepared on the basis of United States generally accepted accounting principles ("GAAP") and include the accounts of Metzler Securities GmbH.



Metzler Securities GmbH  
(a 100% subsidiary of B. Metzler seel. Sohn & Co. KGaA)

Notes to Financial Statements

**Cash Equivalents**

The Company defines cash equivalents as highly liquid deposits not held for sale in the ordinary course of business, which have a remaining maturity at balance sheet date of 90 days or less.

**Revenue Recognition**

The Company acts as a broker-dealer in German, Dutch, Italian and U.S. securities and recognizes revenue when executing trades on its customer's behalf. The Company only accepts institutional customers such as German banks, brokers or other financial institutions.

**Accruals**

All cost that are associated with our office closure in New York have been included in our financial statements. Provisions have been taken for all future expenses that in our most prudent estimation may occur.

**Security Transactions**

Proprietary security transactions are recorded on a trade-date basis. Securities are recorded at fair value in the financial statements. Realized gains and losses are reflected in revenues in the period during which the disposal occurs.

**Property, Plant and Equipment**

Property, plant and equipment are stated at cost less accumulated depreciation. For financial reporting purposes, depreciation expense is recognized using the straight-line method over the assets estimated useful lives of five to ten years. All property, Plant and equipment has been written as at financial year end to a value of nil.

**Foreign Exchange**

The Company's functional currency is the Euro. Monetary assets and liabilities denominated in foreign currencies are translated at exchange rates in effect at the balance sheet date. Revenues and expenses denominated in foreign currencies are translated at the prevailing exchange rate at the transaction date.

**Metzler Securities GmbH**  
(a 100% subsidiary of B. Metzler seel. Sohn & Co. KGaA)

**Notes to Financial Statements**

**Exchange Memberships**

Exchange memberships are recorded at cost or, if an other than temporary impairment in value has occurred, at a value that reflects management's estimate of the impairment.

**Use of Estimates**

The financial statements are prepared in conformity with US generally accepted accounting principles, which require management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results could differ from those estimates.

**3. Related Party Transactions**

The Company executes purchases and sales of German, Dutch, Italian and United States securities through the Parent, Metzler Nederland B.V, Metzler Capital Markets Italia SIM S.p.A and third parties. Included in "Commissions and clearance fees" are commissions and clearance fees paid to the Parent, to Metzler Nederland B.V. and to Metzler Capital Markets Italia SIM S.p.A for execution and settlement services of approximately \$ 70,000 (2001: \$ 251,000), \$ 210,000 (2001:\$ 726,000) and \$133 (2001: \$ 9,000), respectively, for the year ended September 30, 2002.

As at 30 September 2002, the Company had borrowed \$ 830,375 (2001: \$ 1,293,209) under an unsecured \$2,500,000 line of credit from Metzler North America re-issued as amended in January 2002. Borrowings under this facility are classified as payable to affiliates, are payable on demand, and bear interest at a variable rate. During the year, the Company paid interest of approximately \$ 54,635 (2001: \$ 55,779) on these borrowings.

In order to strengthen the Company's capital base the Parent has permanently waived it's claim for repayment of USD 2,045,775 (€2,250,000) of a loan made to the Company in February 2002.

The U.S. branch leases its office space from Metzler Corporation, an affiliate of the Company, on a month-to-month basis. In addition, affiliates perform administrative and other services for the Company, in some cases for no charge or at below market rates. For the year ended September 30, 2002, payments to affiliates totaled approximately \$164,256 (2001: \$ 171,156).



Metzler Securities GmbH  
(a 100% subsidiary of B. Metzler seel. Sohn & Co. KGaA)

Notes to Financial Statements

**4. Taxes**

The Company uses the liability method required by Financial Accounting Standards Board Statement No. 109 ("SFAS" No. 109) "Accounting for Income Taxes".

Income taxes included in the statement of income for the year ended September 30, 2002 consist of the following:

	<b>Year Ended September 30, 2002 USD (in thousands)</b>
Current income tax expense/(benefit)	(1)
Deferred income tax expense/(benefit)	<u>(1,100)</u>
<b>Total expense/(benefit)</b>	<b>(1,101)</b>

The difference between book and taxable income is primarily due to temporary differences. Temporary differences are timing differences between book and taxable income that will reverse.

As of September 30, 2002, the company's gross deferred tax asset of approximately \$1,497,703 is composed primarily of temporary differences relating to bonus accruals and amortization and depreciation.

The income tax expense/(Benefit) is greater than the expense computed at the U.S. federal statutory rate of 34% due primarily to the effects of permanent differences, German originated profits tax, and state and local taxes.



**Metzler Securities GmbH**  
(a 100% subsidiary of B. Metzler seel. Sohn & Co. KGaA)

**Notes to Financial Statements**

**5. Investments**

Investments are considered available for sale and are reported at fair value. The net unrealized appreciation or depreciation on investments available for sale is included in accumulated other comprehensive income.

Aggregate cost, fair values and gross unrealized holdings gains and losses by type of securities are as follows:

	Cost	Unrealized gain	Unrealized loss	Estimated fair value
US Government bonds	2,506	36		2,542
Marketable securities	250	7	161	96
<b>Total</b>	<b>2,756</b>	<b>43</b>	<b>161</b>	<b>2,638</b>

The estimated fair values of debts securities, by contractual maturity are shown below. Expected maturities may differ from contractual maturities because borrowers may have the right to call or prepay obligations with or without penalty.

	Cost
<b>Available-for-sale:</b>	
Due within one year	2,506
Due after one year through five years	
Due after five years through ten year	
Due after ten years	

From sales of available securities result gains of \$96,435 (2001: \$ 129,487) for the year ended September 30, 2002.

**6. Foreign Currency Translation**

The functional currency of the Company is the Euro, whereas for SEC requirements the reporting currency is the U.S. Dollar. The Company translates its financial statements and accounts for transactions denominated in foreign currency in accordance with Financial Accounting Standards Board Statement No. 52 ("SFAS No. 52") "Foreign Currency Translation." Income and expense figures have been translated using average exchange rates over the recorded time period. The Company's equity is recorded at historical exchange rates. The foreign currency translation adjustment arises from differences in the historical exchange rate used to translate assets and liabilities and the exchange rate at September 30, 2002.



Metzler Securities GmbH  
(a 100% subsidiary of B. Metzler seel. Sohn & Co. KGaA)

Notes to Financial Statements

**7. Stockholders' Equity**

Metzler Securities GmbH is a corporation with limited liability under German law with 100% of its capital held by B. Metzler seel. Sohn & Co. KGaA (Parent), a privately held investment bank based in Frankfurt am Main, Germany.

**8. Net Capital and Cash Reserve Requirements**

The Company, as a registered broker-dealer in securities, is subject to the Uniform Net Capital Rule of the SEC. Such Rule prohibits the Company from engaging in any securities transactions whenever its aggregate indebtedness, as defined, exceeds fifteen times its net capital, as defined. At September 30, 2002, the Company was required to maintain minimum net capital of \$81,000. Aggregate indebtedness was \$1,215,004 and regulatory net capital was \$1,389,571 resulting in a ratio of approximately 87%.

Advances to affiliates, repayment of subordinated liabilities, dividend payments and other equity withdrawals are subject to certain notification and other provisions of the net capital rules of the SEC and NASD.

Pursuant to the cash reserve requirements of SEC Rule 15c3-3, the Company may be required to deposit funds in a special reserve bank account for the exclusive benefit of customers. At September 30, 2002, the Company has been exempted from this rule.



Metzler Securities GmbH  
(a 100% subsidiary of B. Metzler seel. Sohn & Co. KGaA)

Notes to Financial Statements

**9. Short-term Bank Loans**

The Company has a line of credit with the Parent totaling approximately €85,000 to finance short-term needs. There is also a line of credit that was in place to finance the holding of NASDAQ shares. These shares have since been sold, however the line has not yet been cancelled.

**10. Financial Instruments with Off-Balance Sheet Risk and Concentrations of Credit Risk**

Customer trades are recorded on a settlement date basis. In the normal course of its business, the Company's customer activities involve the execution and settlement of various securities. Should either the client or broker fail to perform, the Company may be required to complete the transaction at prevailing market prices. The Company and its Parent monitor the credit standing of counter-parties with whom they conduct business on a periodic basis in order to control the risks associated with these activities. Trades pending at September 30, 2002 were settled without adverse effect on the Company's financial statements, taken as a whole.

**11. Insurance**

Metzler Securities GmbH is a member of the Securities Investor Protection Corporation and carries Stock Broker's Blanket Bonds.

**12. Share Capital**

Share capital in accordance with FAS 52 "Foreign Currency Translation" is translated at historical rates.

During the year further capital of \$ 2,949,975 was injected into the company in the form of cash.

**Metzler Securities GmbH**  
(a 100% subsidiary of B. Metzler seel. Sohn & Co. KGaA)

**Notes to Financial Statements**

**13. Fixed Asset Schedule**

	WDV balance at October 1, 2001 USD \$'000	Additions USD \$'000	Disposals USD \$'000	Depreciation Expense USD \$'000	Write offs	WDV balance at September 30, 2002 USD \$'000
<b>Furniture and Fixtures</b>	27	24	-	9	42	-
<b>Leasehold Improvements</b>	44	153	-	35	162	-
<b>Information Systems</b>	66	9	16	24	35	-
<b>Total</b>	137	186	16	68	239	-

## Supplemental Information



**Metzler Securities GmbH**  
(a 100% subsidiary of B. Metzler seel. Sohn & Co. KGaA)

**Computation of Net Capital Under Rule 15c3-1  
of the Securities and Exchange Commission**

**September 30, 2002**

Total ownership equity		\$3,286,197
Deduct ownership equity not allowable for net capital		<u>-</u>
Total ownership equity qualified for net capital		3,286,197
Add:		
Liabilities subordinated to claims of general creditors allowable in computation of net capital		-
Other (deductions) or allowable credits		<u>-</u>
Total capital and allowable subordinated liabilities		3,286,197
Deductions and/or charges:		
Total nonallowable assets included in Statement of Financial Condition*	\$1,845,299	
Other deductions and/or charges	<u>-</u>	
Total deductions and/or charges		1,845,299
Other additions and/or allowable credit		<u>-</u>
Net capital before haircuts on securities positions		1,440,898
Haircuts on securities:		
Contractual securities commitments	-	
Subordinated securities borrowings	-	
Trading and investment securities:		
Bankers' acceptances, certificates of deposit and commercial paper	-	
United States and Canadian government obligations	37,931	
State and municipal government obligations	-	
Corporate obligations	-	
Stocks and warrants	13,396	
Options	-	
Arbitrage	-	
Other securities	-	
Undue concentration	-	
Other	<u>-</u>	
Total haircuts on securities		\$(51,327)
Net Capital		<u>\$ 1,389,571</u>

\*See attached Statement of Assets Deemed Nonallowable in Computing Net Capital Under Rule 15c3-1 of the Securities and Exchange Commission.



**Metzler Securities GmbH**  
(a 100% subsidiary of B. Metzler seel. Sohn & Co. KGaA)

**Computation of Net Capital Under Rule 15c3-1  
of the Securities and Exchange Commission (continued)**

September 30, 2002

**Computation of Basic Net Capital  
Requirement**

Minimum net capital required (based on Aggregate Indebtedness)	\$81,000
Minimum dollar net capital requirement of reporting broker or dealer	<u>100,000</u>
Net capital requirement	<u>\$100,000</u>
Excess net capital	<u>\$1,289,571</u>

**Computation of Aggregate Indebtedness**

Total AI liabilities from Statement of Financial Condition	<u>\$1,215,004</u>
Total Aggregate Indebtedness	<u>\$1,215,004</u>

Percentage of Aggregate Indebtedness to net capital	87%
--------------------------------------------------------	-----

**Statement Pursuant to Paragraph (d)(4) of Rule 17a-5:**

The Company's unaudited filing reported excess net capital of \$1,289,571, which equals the excess net capital reported above.



**Metzler Securities GmbH**  
(a subsidiary of B. Metzler seel. Sohn & Co. KGaA)

**Statement of Assets Deemed Nonallowable  
in computing Net Capital under Rule 15c3-1 of the  
Securities and Exchange Commission**

September 30, 2002

Commissions receivable from Parent	\$ 5,353
Deferred taxes and other	1,833,636
Property and equipment	
Securities owned and not readily marketable	-
Membership in exchange	6,310
	<u>\$ 1,845,299</u>



**METZLER SECURITIES GmbH**

**STATEMENT REGARDING RULE 15C3-3  
September 30, 2002**

Pursuant to a letter from the National Association of Securities Dealers dated June 6, 1995, the Company is exempt from Rule 15c3-3 of the Securities and Exchange Commission under paragraph (k)(2)(i) of that rule.



Independent Auditors' Supplementary Report  
on Internal Accounting Control  
Required by SEC Rule 17a-5

Independent Auditors' Supplementary Report on  
Internal Accounting Control Required by SEC Rule 17a-5

The Board of Directors  
Metzler Securities GmbH

In planning and performing our audit of the financial statements and supplemental schedules of Metzler Securities GmbH, (a 100% subsidiary of B. Metzler seel. Sohn & Co. KGaA) for the year ended September 30, 2002, we considered its internal controls, including procedures for safeguarding securities, in order to determine our auditing procedures for the purpose of expressing our opinion on the financial statements and not to provide assurance on internal controls.

Also, as required by Rule 17a-5(g)(1) of the Securities and Exchange Commission, (the "SEC"), we have made a study of the practices and procedures followed by the Company in making the periodic computations of aggregate indebtedness and net capital under rule 17(a)-3(a)(11) and the procedures for determining compliance with the exemptive provisions of rule 15c3-3. Because the Company does not carry security accounts for customers or perform custodial functions relating to customer securities, we did not review the practices and procedures followed by the Company in making the quarterly securities examinations, counts, verifications and comparisons, and the recordation of differences required by rule 17a-13 or in complying with the requirements for prompt payment for securities under section 8 of Regulation T of the Board of Governors of the Federal Reserve System.

The management of the Company is responsible for establishing and maintaining internal controls and the practices and procedures referred to in the preceding paragraph. In fulfilling this responsibility, estimates and judgments by management are required to assess the expected benefits and related costs of internal control policies and procedures and of the practices and procedures referred to in the preceding paragraph and to assess whether those practices and procedures can be expected to achieve the SEC's above-mentioned objectives. Two of the objectives of internal controls and the practices and procedures are to provide management with reasonable, but not absolute, assurance that assets for which the Company has responsibility are safeguarded against loss from unauthorized use or disposition and that transactions are executed in accordance with management's authorization and recorded properly to permit preparation of financial statements in conformity with generally accepted accounting principles. Rule 17a-5(g) lists additional objectives of the practices and procedures listed in the preceding paragraph.

Because of inherent limitations in any internal control or the practices and procedures referred to above, errors or fraud may occur and not be detected. Also, projection of any evaluation of them to future periods is subject to the risk that they may become inadequate because of changes in conditions or that the effectiveness of their design and operation may deteriorate.

Our consideration of the internal controls would not necessarily disclose all matters of internal controls that might be material weaknesses under standards established by the American Institute of Certified Public Accountants. A material weakness is a condition in which the design or operation of the specific internal control elements does not reduce to a relatively low level the risk that errors or irregularities in amounts that would be material in relation to the financial statements being audited may occur and not be detected within a timely period by employees in the normal course of performing their assigned functions. However, we noted no matters involving the internal controls, including procedures for safeguarding securities, that we consider to be material weaknesses as defined above.

We understand that practices and procedures that accomplish the objectives referred to in the second paragraph of this report are considered by the SEC to be adequate for its purposes in accordance with the Securities Exchange Act of 1934 and related regulations, and that practices and procedures that do not accomplish such objectives in all material respects indicate a material inadequacy for such purposes. Based on this understanding and on our study, we believe that the Company's practices and procedures were adequate at September 30, 2002 to meet the SEC's objectives.

Our opinion recognizes that it is not practicable in an organization the size of Metzler Securities GmbH to achieve all the divisions of duties and cross-checks generally included in a system of internal accounting control and that alternatively, greater reliance must be placed on surveillance by management.

This report is intended solely for the use of management, the National Association of Securities Dealers, Inc., the SEC and other regulatory agencies which rely on Rule 17a-5(g) of the Securities Exchange Act of 1934 and should not be used for any other purpose.

November 22, 2002  
Frankfurt am Main

Ernst & Young  
Deutsche Allgemeine Treuhand AG  
Wirtschaftsprüfungsgesellschaft

  
Heist  
Wirtschaftsprüfer

  
App  
Wirtschaftsprüfer



# General Engagement Terms

for

## Wirtschaftsprüfer and Wirtschaftsprüfungsgesellschaften

[German Public Auditors and Public Audit Firms]  
as of January 1, 2002

This is an English translation of the German text, which is the sole authoritative version

### 1. Scope

(1) These engagement terms are applicable to contracts between Wirtschaftsprüfer [German Public Auditors] or Wirtschaftsprüfungsgesellschaften [German Public Audit Firms] (hereinafter collectively referred to as the "Wirtschaftsprüfer") and their clients for audits, consulting and other engagements to the extent that something else has not been expressly agreed to in writing or is not compulsory due to legal requirements.

(2) If, in an individual case, as an exception contractual relations have also been established between the Wirtschaftsprüfer and persons other than the client, the provisions of No. 9 below also apply to such third parties.

### 2. Scope and performance of the engagement

(1) Subject of the Wirtschaftsprüfer's engagement is the performance of agreed services – not a particular economic result. The engagement is performed in accordance with the Grundsätze ordnungsmäßiger Berufsausübung [Standards of Proper Professional Conduct]. The Wirtschaftsprüfer is entitled to use qualified persons to conduct the engagement.

(2) The application of foreign law requires – except for financial attestation engagements – an express written agreement.

(3) The engagement does not extend – to the extent it is not directed thereto – to an examination of the issue of whether the requirements of tax law or special regulations, such as, for example, laws on price controls, laws limiting competition and Bewirtschaftungsrecht [laws controlling certain aspects of specific business operations] were observed; the same applies to the determination as to whether subsidies, allowances or other benefits may be claimed. The performance of an engagement encompasses auditing procedures aimed at the detection of the defalcation of books and records and other irregularities only if during the conduct of audits grounds therefor arise or if this has been expressly agreed to in writing.

(4) If the legal position changes subsequent to the issuance of the final professional statement, the Wirtschaftsprüfer is not obliged to inform the client of changes or any consequences resulting therefrom.

### 3. The client's duty to inform

(1) The client must ensure that the Wirtschaftsprüfer – even without his special request – is provided, on a timely basis, with all supporting documents and records required for and is informed of all events and circumstances which may be significant to the performance of the engagement. This also applies to those supporting documents and records, events and circumstances which first become known during the Wirtschaftsprüfer's work.

(2) Upon the Wirtschaftsprüfer's request, the client must confirm in a written statement drafted by the Wirtschaftsprüfer that the supporting documents and records and the information and explanations provided are complete.

### 4. Ensuring independence

The client guarantees to refrain from everything which may endanger the independence of the Wirtschaftsprüfer's staff. This particularly applies to offers of employment and offers to undertake engagements on one's own account.

### 5. Reporting and verbal information

If the Wirtschaftsprüfer is required to present the results of his work in writing, only that written presentation is authoritative. For audit engagements the long-form report should be submitted in writing to the extent that nothing else has been agreed to. Verbal statements and information provided by the Wirtschaftsprüfer's staff beyond the engagement agreed to are never binding.

### 6. Protection of the Wirtschaftsprüfer's intellectual property

The client guarantees that expert opinions, organizational charts, drafts, sketches, schedules and calculations – especially quantity and cost computations – prepared by the Wirtschaftsprüfer within the scope of the engagement will be used only for his own purposes.

### 7. Transmission of the Wirtschaftsprüfer's professional statement

(1) The transmission of a Wirtschaftsprüfer's professional statements (long-form reports, expert opinions and the like) to a third party requires the Wirtschaftsprüfer's written consent to the extent that the permission to transmit to a certain third party does not result from the engagement terms.

The Wirtschaftsprüfer is liable (within the limits of No. 9) towards third parties only if the prerequisites of the first sentence are given.

(2) The use of the Wirtschaftsprüfer's professional statements for promotional purposes is not permitted; an infringement entitles the Wirtschaftsprüfer to immediately cancel all engagements not yet conducted for the client.

### 8. Correction of deficiencies

(1) Where there are deficiencies, the client is entitled to subsequent fulfillment [of the contract]. The client may demand a reduction in fees or the cancellation of the contract only for the failure to subsequently fulfill [the contract]; if the engagement was awarded by a person carrying on a commercial business as part of that commercial business, a government-owned legal person under public law or a special government-owned fund under public law, the client may demand the cancellation of the contract only if the services rendered are of no interest to him due to the failure to subsequently fulfill [the contract]. No. 9 applies to the extent that claims for damages exist beyond this.

(2) The client must assert his claim for the correction of deficiencies in writing without delay. Claims pursuant to the first paragraph not arising from an intentional tort cease to be enforceable one year after the commencement of the statutory time limit for enforcement.

(3) Obvious deficiencies, such as typing and arithmetical errors and formelle Mängel [deficiencies associated with technicalities] contained in a Wirtschaftsprüfer's professional statements (long-form reports, expert opinions and the like) may be corrected – and also be applicable versus third parties – by the Wirtschaftsprüfer at any time. Errors which may call into question the conclusions contained in the Wirtschaftsprüfer's professional statements entitle the Wirtschaftsprüfer to withdraw – also versus third parties – such statements. In the cases noted the Wirtschaftsprüfer should first hear the client, if possible.

### 9. Liability

(1) The liability limitation of § ["Article"] 323 (2) ["paragraph 2"] HGB ["Handelsgesetzbuch": German Commercial Code] applies to statutory audits required by law.

(2) Liability for negligence; An individual case of damages

If neither No. 1 is applicable nor a regulation exists in an individual case, pursuant to § 54a (1) no. 2 WPO ["Wirtschaftsprüferordnung": Law regulating the Profession of Wirtschaftsprüfer] the liability of the Wirtschaftsprüfer for claims of compensatory damages of any kind – except for damages resulting from injury to life, body or health – for an individual case of damages resulting from negligence is limited to € 4 million; this also applies if liability to a person other than the client should be established. An individual case of damages also exists in relation to a uniform damage arising from a number of breaches of duty. The individual case of damages encompasses all consequences from a breach of duty without taking into account whether the damages occurred in one year or in a number of successive years. In this case multiple acts or omissions of acts based on a similar source of error or on a source of error of an equivalent nature are deemed to be a uniform breach of duty if the matters in question are legally or economically connected to one another. In this event the claim against the Wirtschaftsprüfer is limited to € 5 million. The limitation to the fivefold of the minimum amount insured does not apply to compulsory audits required by law.

(3) Preclusive deadlines

A compensatory damages claim may only be lodged within a preclusive deadline of one year of the rightful claimant having become aware of the damage and of the event giving rise to the claim – at the very latest, however, within 5 years subsequent to the event giving rise to the claim. The claim expires if legal action is not taken within a six month deadline subsequent to the written refusal of acceptance of the indemnity and the client was informed of this consequence. The right to assert the bar of the preclusive deadline remains unaffected. Sentences 1 to 3 also apply to legally required audits with statutory liability limits.

## 10. Supplementary provisions for audit engagements

(1) A subsequent amendment or abridgement of the financial statements or management report audited by a Wirtschaftsprüfer and accompanied by an auditor's report requires the written consent of the Wirtschaftsprüfer even if these documents are not published. If the Wirtschaftsprüfer has not issued an auditor's report, a reference to the audit conducted by the Wirtschaftsprüfer in the management report or elsewhere specified for the general public is permitted only with the Wirtschaftsprüfer's written consent and using the wording authorized by him.

(2) If the Wirtschaftsprüfer revokes the auditor's report, it may no longer be used. If the client has already made use of the auditor's report, he must announce its revocation upon the Wirtschaftsprüfer's request.

(3) The client has a right to 5 copies of the long-form report. Additional copies will be charged for separately.

## 11. Supplementary provisions for assistance with tax matters

(1) When advising on an individual tax issue as well as when furnishing continuous tax advice, the Wirtschaftsprüfer is entitled to assume that the facts provided by the client – especially numerical disclosures – are correct and complete; this also applies to bookkeeping engagements. Nevertheless, he is obliged to inform the client of any errors he has discovered.

(2) The tax consulting engagement does not encompass procedures required to meet deadlines, unless the Wirtschaftsprüfer has explicitly accepted the engagement for this. In this event the client must provide the Wirtschaftsprüfer, on a timely basis, all supporting documents and records – especially tax assessments – material to meeting the deadlines, so that the Wirtschaftsprüfer has an appropriate time period available to work therewith.

(3) In the absence of other written agreements, continuous tax advice encompasses the following work during the contract period:

- a) preparation of annual tax returns for income tax, corporation tax and business tax, as well as net worth tax returns on the basis of the annual financial statements and other schedules and evidence required for tax purposes to be submitted by the client
- b) examination of tax assessments in relation to the taxes mentioned in (a)
- c) negotiations with tax authorities in connection with the returns and assessments mentioned in (a) and (b)
- d) participation in tax audits and evaluation of the results of tax audits with respect to the taxes mentioned in (a)
- e) participation in Einspruchs- und Beschwerdeverfahren [appeals and complaint procedures] with respect to the taxes mentioned in (a).

In the afore-mentioned work the Wirtschaftsprüfer takes material published legal decisions and administrative interpretations into account.

(4) If the Wirtschaftsprüfer receives a fixed fee for continuous tax advice, in the absence of other written agreements the work mentioned under paragraph 3 (d) and (e) will be charged separately.

(5) Services with respect to special individual issues for income tax, corporate tax, business tax, valuation procedures for property and net worth taxation, and net worth tax as well as all issues in relation to sales tax, wages tax, other taxes and dues require a special engagement. This also applies to:

- a) the treatment of nonrecurring tax matters, e. g. in the field of estate tax, capital transactions tax, real estate acquisition tax
- b) participation and representation in proceedings before tax and administrative courts and in criminal proceedings with respect to taxes, and
- c) the granting of advice and work with respect to expert opinions in connection with conversions of legal form, mergers, capital increases and reductions, financial reorganizations, admission and retirement of partners or shareholders, sale of a business, liquidations and the like.

(6) To the extent that the annual sales tax return is accepted as additional work, this does not include the review of any special accounting prerequisites nor of the issue as to whether all potential legal sales tax reductions have been claimed. No guarantee is assumed for the completeness of the supporting documents and records to validate the deduction of the input tax credit.

## 12. Confidentiality towards third parties and data security

(1) Pursuant to the law the Wirtschaftsprüfer is obliged to treat all facts that he comes to know in connection with his work as confidential, irrespective of whether these concern the client himself or his business associations, unless the client releases him from this obligation.

(2) The Wirtschaftsprüfer may only release long-form reports, expert opinions and other written statements on the results of his work to third parties with the consent of his client.

(3) The Wirtschaftsprüfer is entitled – within the purposes stipulated by the client – to process personal data entrusted to him or allow them to be processed by third parties.

## 13. Default of acceptance and lack of cooperation on the part of the client

If the client defaults in accepting the services offered by the Wirtschaftsprüfer or if the client does not provide the assistance incumbent on him pursuant to No. 3 or otherwise, the Wirtschaftsprüfer is entitled to cancel the contract immediately. The Wirtschaftsprüfer's right to compensation for additional expenses as well as for damages caused by the default or the lack of assistance is not affected, even if the Wirtschaftsprüfer does not exercise his right to cancel.

## 14. Remuneration

(1) In addition to his claims for fees or remuneration, the Wirtschaftsprüfer is entitled to reimbursement of his outlays: sales tax will be billed separately. He may claim appropriate advances for remuneration and reimbursement of outlays and make the rendering of his services dependent upon the complete satisfaction of his claims. Multiple clients awarding engagements are jointly and severally liable.

(2) Any set off against the Wirtschaftsprüfer's claims for remuneration and reimbursement of outlays is permitted only for undisputed claims or claims determined to be legally valid.

## 15. Retention and return of supporting documentation and records

(1) The Wirtschaftsprüfer retains, for seven years, the supporting documents and records in connection with the completion of the engagement – that had been provided to him and that he has prepared himself – as well as the correspondence with respect to the engagement.

(2) After the settlement of his claims arising from the engagement, the Wirtschaftsprüfer, upon the request of the client, must return all supporting documents and records obtained from him or for him by reason of his work on the engagement. This does not, however, apply to correspondence exchanged between the Wirtschaftsprüfer and his client and to any documents of which the client already has the original or a copy. The Wirtschaftsprüfer may prepare and retain copies or photocopies of supporting documents and records which he returns to the client.

## 16. Applicable law

Only German law applies to the engagement, its conduct and any claims arising therefrom.