

PRIVATE PORTFOLIO INC.

ACCOUNT NUMBER

ADDITIONAL TERMS

These Additional Terms (“Additional Terms”) supplement that certain New Account Agreement and Fee-Based Client Services Agreement, if any, (collectively “Agreement”) between PRIVATE PORTFOLIO, INC. (“Broker”) and the undersigned (“Client”) dated the same date as these Terms, which Agreement is incorporated herein by this reference.

1. Appointment of Broker as Agent; Purchase and Sale Orders. Client appoints Broker as Client’s agent and attorney-in-fact for the purpose of carrying out transactions with respect to the purchase or sale of securities for its account (“Account”) with Broker. Broker is authorized to open or close brokerage accounts with Broker’s clearing agent, Pershing LLC. (“Clearing Agent”), place and withdraw orders for the Account, provide information to third parties and to the extent discretionary authority is granted to Broker under the terms of the Agreement take such other steps as are reasonable to achieve Client’s investment objectives set forth in the Agreement.

2. Disclosure of Credit Terms and Policies. All margin transactions and loans are subject to Clearing Agent’s Truth-in-Lending disclosure statement (“Statement”). Client shall not submit or authorize an order for a margin transaction until Client has received, read and understands the Statement.

3. Short Sales.

(a) Client shall designate a sell order as a “short sale” if, at the time Client places the order, Client either does not own the security being sold or is unable to deliver the security in a timely manner. Client understands that short sales transactions are subject to certain regulatory rules and cannot be executed under certain market conditions. In addition, depending on market conditions, Broker cannot guarantee that it will be able to acquire shares to facilitate a short sale.

(b) Client agrees that Broker and/or Clearing Agent may, at their discretion and without notice, “buy in” securities to cover any short security position in Client’s account. Broker and/or Clearing Agent may take this action either on a regular settlement, cash or next-day settlement basis. If Client is unable to cover a short security position (either through delivery of the security or through our “buying in” the security) in enough time so that Broker and/or Clearing Agent can deliver the security to the lender (to whom Broker is obligated), Client agrees to reimburse us for the losses Broker sustains as a result of Client’s failure to deliver the security.

4. Interest on Debit Balances. Interest shall be charged and compounded on the Account’s debit balance according to the Clearing Agent’s Statement.

5. Warranties and Representations. Client warrants and represents to Broker that:

- a. Client has the required legal capacity and is authorized to enter into this Agreement;
- b. Client will provide Broker with all necessary information, clearances, approvals, and authorizations from third parties to open accounts and effect transactions in securities under this Agreement;
- c. Client will be the owner of the securities purchased, held and sold by Client through Broker; and

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d. The information contained on the Information Sheet, which is attached hereto as Schedule A and incorporated herein by reference, is complete and accurate.

6. Risk of Loss. Client understands and agrees that the risk of loss with respect to the Account and securities purchased or sold for the Account. It is understood that Broker will be liable only for acts or omissions caused by Broker's willful misfeasance, bad faith, gross negligence, or recklessness in the performance of its obligations under this Agreement.

7. Credit Investigation. Broker may exchange credit information about Client with any third parties for any legitimate business purpose. Broker may request a credit report on Client and if Client asks, Broker will tell Client the name and address of the consumer reporting agency that furnished it. If Broker updates, renews or extends Client's credit, Broker may request a new credit report without telling Client.

8. Restricted Securities. Client will not buy or sell any securities of a corporation of which Client is an "affiliate," or sell any "restricted securities" (as those terms are defined in Rule 144 of the Securities Act of 1933), except in compliance with applicable laws and regulations.

9. Indemnification. Client agrees to indemnify and hold harmless Broker and all of its officers, directors, employees, agents, and representatives (collectively, "Agents") against any and all claims, losses, penalties, fines, forfeitures, judgments, costs, fees, expenses, reasonable attorney fees, and related litigation costs, fees, and expenses and amounts actually and reasonably incurred in settlement that result from:

a. Any act or omission constituting gross negligence, willful misconduct, or breach of fiduciary duty by Client or, if applicable, any officer, director, partner, agent, or employee of Client in connection with Client's performance under the Agreement;

b. Complying with any regulatory request made by any governmental agency regarding the Account or the Client. Client acknowledges that such regulatory request may be made and authorizes Broker to provide all necessary information regarding the Account to comply with such request without notice to Client; and

c. Complying with any subpoena, court order, judgment or other judicial or legal process relating to the Account or Client, which compliance may be undertaken without notice to Client.

10. Governing Law and Jurisdiction. The Agreement shall be governed by the initial laws of the State of California, and the United States of America. Client hereby irrevocably consents to the jurisdiction of the courts of the State of California in San Diego County for all purposes in connection with any proceeding that arises out of or relates to the Agreement and agrees that any proceeding under the Agreement will be brought in the court of appropriate jurisdiction located within the State of California, County of San Diego. Furthermore, Client consents to service of process by certified mail to the Client's address of record.

CLIENT:

Date:

Print Name: _____

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SCHEDULE A

1. Source of Funds Being Deposited in Account:

2. Please List Any External Sources of Income:

3. If Client is a Corporation or Other Entity, Please Answer the Following:

a. Place of Formation

b. All Shareholders, Members or Partners who own more than 5%

c. Location of Headquarters or Primary Office

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Privacy Policy Notice

At Private Portfolio, We recognize the importance of protecting your privacy and we have policies in place to maintain the confidentiality and security of your personal information. The following policy is designed to help you understand what information we collect from you and how we use that information to serve your account, working along with Pershing, our clearing firm.

Confidentially and Security

We restrict access to nonpublic, personal information about you to those employees and agents who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards to protect your nonpublic, personal information.

Categories of information that Private Portfolio discloses and parties to who Private Portfolio discloses We do not disclose any nonpublic, personal information about our clients or former clients to anyone else, except as permitted by law.

Categories of information that Private Portfolio collects

We collect nonpublic, personal information about you from the following sources: Information we receive from you on applications or other forms. Information about your transactions with us, or others. Information we receive from a consumer reporting agency.

Rule: SEC Regulation S-P

Private Portfolio's Business Continuity Planning

Private Portfolio, Inc has developed a Business Continuity Plan on how we will respond to events that significantly disrupt our business. Since the timing and impact of disasters and disruptions is unpredictable, we will have to be flexible in responding to actual events as they occur. With that in mind, we are providing you with this information on our business continuity plan.

Contacting Us – If after a significant business disruption you cannot contact us as you usually do at 858-551-2071, you should call our alternative number 858-342-0891 or go to our website at PrivatePortfolio.com. If you cannot access us through either of those means, you should contact our clearing firm, Pershing LLC, at 201-413-3635 or 213-624-6100 extension 500 www.pershing.com for instructions on how it may provide prompt access to funds and securities, enter orders and process other trade-related, cash and security transfer transactions for your customers.

Our Business Continuity Plan – We plan to quickly recover and resume business operations after a significant business disruption and respond by safeguarding our employees and property, making a financial and operational assessment, protecting the firm's books and records, and allowing our customers to transact business. In short, our

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business continuity plan is designed to permit our firm to resume operations as quickly as possible, given the scope and severity of the significant business disruption.

Our business continuity plan addresses: data backup and recovery; all mission critical systems; financial and operational assessments; alternative communications with customers, employees, and regulators; alternate physical location of employees; critical supplier, contractor, bank and counter-party impact; regulatory reporting; and assuring our customers prompt access to their funds and securities if we are unable to continue our business.

Our clearing firm, Pershing LLC, backs up our important records in a geographically separate area. While every emergency situation poses unique problems based on external factors, such as time of day and the severity of the disruption, we have been advised by our clearing firm that its objective is to restore its own operations and be able to complete existing transactions and accept new transactions and payments within 4 hours. Your orders and requests for funds and securities could be delayed during this period.

Varying Disruptions – Significant business disruptions can vary in their scope, such as only our firm, a single building housing our firm, the business district where our firm is located, the city where we are located, or the whole region. Within each of these areas, the severity of the disruption can also vary from minimal to severe. In a disruption to only our firm or a building housing our firm, we will transfer our operations to a local site when needed and expect to recover and resume business within short period of time. In a disruption affecting our business district, city, or region, we will transfer our operations to a site outside of the affected area, and recover and resume business within short period of time. In either situation, we plan to continue in business, transfer operations to our clearing firm if necessary, and notify you through our website PrivatePortfolio.com our customer emergency number, 858-342-3000 how to contact us. If the significant business disruption is so severe that it prevents us from remaining in business, we will assure our customer's prompt access to their funds and securities.

For more information – If you have questions about our business continuity planning, you can contact us at 858-551-2071. FINRA Rule 4370

Important Information about Procedures for Opening a New Account - To help the government fight the funding of terrorism and money laundering activities, Federal Law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see or copy your driver's license or other identifying documents. *Customer Identification Program Notice (CIP) AdditionalTerms.v7-2012*