

# Brokerage Account Application

Account Number: \_\_\_\_\_

## Account Holder Information:

Complete all sections below, then sign and date.

Read about CL King & Associates (CLKA) privacy policy at [www.clking.com](http://www.clking.com).

The USA Patriot Act requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. CLKA requires a copy of a Driver's License, Passport or Government Issued Photo ID be submitted with this application.

### 1. Type of Account

- Individual     
  Joint Tenants with Right of Survivorship - If one Owner dies, his/her interest passes to the surviving owner(s).     
  Tenants in Common – If one Owner dies, his/her interest passes to his/her estate (assumed to be equal, unless otherwise noted.)     
  UGMA – Uniform Gifts to Minor Acts     
  UTMA – Uniform Transfers to Minors Act

### 2. Account Holder

Name (First) (Middle) (Last)		
Home Street Address (no P.O. Boxes)		
City, State, Zip Code		
Mailing Address, City, State, Zip Code (if different from above; P.O. boxes may be used)		
Home Telephone Number	Business Telephone Number	Cellular Telephone Number
Email Address* (optional)		

### Additional Account Holder (if applicable)

Name (First) (Middle) (Last)		
Home Street Address (no P.O. Boxes)		
City, State, Zip Code		
Mailing Address, City, State, Zip Code (if different from above; P.O. boxes may be used)		
Home Telephone Number	Business Telephone Number	Cellular Telephone Number
Email Address* (optional)		

Social Security/Tax ID Number	Date of Birth (mm/dd/yyyy)
ID Number	<input type="checkbox"/> Driver's License <input type="checkbox"/> State <input type="checkbox"/> Passport
Place of Issuance	Expiration Date
Country(ies) of Citizenship (Must list all) <input type="checkbox"/> USA <input type="checkbox"/> Other _____	Country of Legal Residence <input type="checkbox"/> USA <input type="checkbox"/> Other _____

Social Security/Tax ID Number	Date of Birth (mm/dd/yyyy)
ID Number	<input type="checkbox"/> Driver's License <input type="checkbox"/> State <input type="checkbox"/> Passport
Place of Issuance	Expiration Date
Country(ies) of Citizenship (Must list all) <input type="checkbox"/> USA <input type="checkbox"/> Other _____	Country of Legal Residence <input type="checkbox"/> USA <input type="checkbox"/> Other _____

### Securities industry regulations require that we collect the following information:

Check only one: <input type="checkbox"/> Employed <input type="checkbox"/> Self-employed <input type="checkbox"/> Retired <input type="checkbox"/> Student <input type="checkbox"/> Homemaker <input type="checkbox"/> Not employed		
Employer	Occupation/Position	
Business Street Address	City, State, Zip Code	
Are you, spouse or immediate relative affiliated with or employed by a stock exchange or member firm of an exchange or FINRA, or a municipal securities broker-dealer? <input type="checkbox"/> No <input type="checkbox"/> Yes (If "yes," you must attach a letter from your employer approving the establishment of your account when submitting this application.)		
Are you, spouse or immediate relative a director, 10% shareholder or policy-making officer of a publicly held company? <input type="checkbox"/> No <input type="checkbox"/> Yes (If "yes," enter company name _____ And trading symbol _____)		
Marital Status <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Divorced	Number of Dependents	
<b>Investment Experience:</b> <input type="checkbox"/> None <input type="checkbox"/> Limited <input type="checkbox"/> Good <input type="checkbox"/> Extensive	<b>Net Worth (excluding residence)</b> <input type="checkbox"/> Under \$25,000 <input type="checkbox"/> \$25,000-\$39,999 <input type="checkbox"/> \$40,000-\$54,999 <input type="checkbox"/> \$55,000-\$74,999 <input type="checkbox"/> \$75,000-\$99,999 <input type="checkbox"/> \$100,000-\$174,999 <input type="checkbox"/> \$175,000-\$249,000 <input type="checkbox"/> \$250,000-\$499,999 <input type="checkbox"/> \$500,000 or More Specify: _____	<b>Liquid Net Worth (cash, stocks, etc.)</b> <input type="checkbox"/> Under \$25,000 <input type="checkbox"/> \$25,000-\$39,999 <input type="checkbox"/> \$40,000-\$54,999 <input type="checkbox"/> \$55,000-\$74,999 <input type="checkbox"/> \$75,000-\$99,999 <input type="checkbox"/> \$100,000-\$174,999 <input type="checkbox"/> \$175,000-\$249,000 <input type="checkbox"/> \$250,000-\$499,999 <input type="checkbox"/> \$500,000 or More Specify: _____

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Employer	Occupation/Position	
Business Street Address	City, State, Zip Code	
Are you, spouse or immediate relative affiliated with or employed by a stock exchange or member firm of an exchange or FINRA, or a municipal securities broker-dealer? <input type="checkbox"/> No <input type="checkbox"/> Yes (If "yes," you must attach a letter from your employer approving the establishment of your account when submitting this application.)		
Are you, spouse or immediate relative a director, 10% shareholder or policy-making officer of a publicly held company? <input type="checkbox"/> No <input type="checkbox"/> Yes (If "yes," enter company name _____ And trading symbol _____)		
Marital Status <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Divorced	Number of Dependents	
<b>Investment Experience:</b> <input type="checkbox"/> None <input type="checkbox"/> Limited <input type="checkbox"/> Good <input type="checkbox"/> Extensive	<b>Net Worth (excluding residence)</b> <input type="checkbox"/> Under \$25,000 <input type="checkbox"/> \$25,000-\$39,999 <input type="checkbox"/> \$40,000-\$54,999 <input type="checkbox"/> \$55,000-\$74,999 <input type="checkbox"/> \$75,000-\$99,999 <input type="checkbox"/> \$100,000-\$174,999 <input type="checkbox"/> \$175,000-\$249,000 <input type="checkbox"/> \$250,000-\$499,999 <input type="checkbox"/> \$500,000 or More Specify: _____	<b>Liquid Net Worth (cash, stocks, etc.)</b> <input type="checkbox"/> Under \$25,000 <input type="checkbox"/> \$25,000-\$39,999 <input type="checkbox"/> \$40,000-\$54,999 <input type="checkbox"/> \$55,000-\$74,999 <input type="checkbox"/> \$75,000-\$99,999 <input type="checkbox"/> \$100,000-\$174,999 <input type="checkbox"/> \$175,000-\$249,000 <input type="checkbox"/> \$250,000-\$499,999 <input type="checkbox"/> \$500,000 or More Specify: _____

All statements and account-related correspondence will be mailed to the address listed above. If you would like duplicate statements mailed to other parties, include a letter with mailing instructions.



## Customer Agreement

This agreement relates to your account and is part of the Account Agreement between each account holder and C. L. King & Associates. Please read and retain for your files.

In consideration for you (the "Broker") opening or maintaining one or more accounts (the "Account") for the undersigned (the "Customer"), the Customer agrees to the terms and conditions contained in this Agreement. The heading of each provision of this Agreement is for descriptive purposes only and shall not be deemed to modify or qualify any of the rights or obligations set forth in each such provision. For purposes of this Agreement, "securities and other property" means, but is not limited to, money, securities, financial instruments and commodities of every kind and nature and related contracts and options, except that the provisions of Paragraph 20, herein (the arbitration clause) shall not apply to commodities accounts. This definition includes securities or other property currently or hereafter held, carried or maintained by you or by any of your affiliates, in your possession or control, or in the possession or control of any such affiliate, for any purpose, in and for any of my accounts now or hereafter opened, including any account in which I may have interest.

### 1. APPLICABLE RULES AND REGULATIONS

All transactions in the Customer's Account shall be subject to the constitution, rules, regulations, customs and usages of the exchange or market, and its clearing house, if any, where the transactions are executed by the Broker or its agents, including its subsidiaries and affiliates. Also, where applicable, the transactions shall be subject (a) to the provisions of (1) the Securities Exchange Act of 1934, as amended, and (2) the Commodities Exchange Act, as amended; and (b) to the rules and regulations of (1) the Securities and Exchange Commission, (2) the Board of Governors of the Federal Reserve System and (3) the Commodities Futures Trading Commission.

### 2. AGREEMENT CONTAINS ENTIRE UNDERSTANDING/ASSIGNMENT

This Agreement contains the entire understanding between the Customer and the Broker concerning the subject matter of this Agreement. Customer may not assign the rights and obligations hereunder without first obtaining the prior written consent of the Broker.

### 3. SEVERABILITY

If any provision of this Agreement is held to be invalid, void or unenforceable by reason of any law, rule, administrative order or judicial decision, that determination shall not affect the validity of the remaining provisions of this Agreement.

### 4. WAIVER

Except as specifically permitted in this Agreement, no provision of this Agreement can be, nor be deemed to be, waived, altered, modified or amended unless such is agreed to in a writing signed by the Broker.

### 5. DELIVERY OF SECURITIES

Without abrogating any of the Broker's rights under any other portion of this Agreement and subject to any indebtedness of the Customer to the Broker, the Customer is entitled, upon appropriate demand, to receive physical delivery of fully paid securities in the Customer's Account.

### 6. LIENS

All securities and other property of the Customer in any account in which the Customer has an interest shall be subject to a lien for the discharge of any and all indebtedness or any other obligations of the Customer to the Broker. All securities and other property of the Customer shall be held by the Broker as security for the payment of any such obligations or indebtedness to the Broker in any Account that the customer may have an interest, and the Broker subject to applicable law may, at any time and without prior notice to the Customer, use and/or transfer any or all securities and other property interchangeably in any Account(s) in which the Customer has an interest (except regulated commodity Accounts).

### 7. PLEDGE OF SECURITIES AND OTHER PROPERTY

Within the limitations imposed by applicable laws, rules and regulations, all securities and other property of the Customer may be pledged and repledged and hypothecated and rehypothecated by the Broker from time to time, without notice to the customer, either separately or in common with such other securities and other property of other bona fide Customers of the Broker, for any amount due to the Broker, in the Customer's Account(s). The Broker may do so without retaining in its possession or under its control for delivery a like amount of similar securities or other property.

### 8. INTEREST

Debit balances of the Account(s) of the Customer shall be charged with interest in accordance with the Broker's established custom, as disclosed to the Customer pursuant to the provisions of Rule 10b - 16 of the Securities Exchange Act of 1934.

### 9. DISCLOSURES REGARDING LIQUIDATIONS AND COVERING POSITIONS

THE CUSTOMER SHOULD CLEARLY UNDERSTAND THAT, NOTWITHSTANDING A GENERAL POLICY OF GIVING CUSTOMERS NOTICE OF A MARGIN DEFICIENCY, THE BROKER IS NOT OBLIGATED TO REQUEST ADDITIONAL MARGIN FROM A CUSTOMER IN THE EVENT THE CUSTOMER'S ACCOUNT FALLS BELOW MINIMUM MAINTENANCE REQUIREMENTS. MORE IMPORTANTLY, THERE MAY/WILL BE CIRCUMSTANCES WHERE THE BROKER WILL LIQUIDATE SECURITIES AND/OR OTHER PROPERTY IN THE ACCOUNT WITHOUT NOTICE TO THE CUSTOMER TO ENSURE THAT MINIMUM MAINTENANCE REQUIREMENTS ARE SATISFIED.

### 10. LIQUIDATIONS AND COVERING POSITIONS

THE BROKER SHALL HAVE THE RIGHT IN ACCORDANCE WITH ITS GENERAL POLICIES REGARDING MARGIN MAINTENANCE REQUIREMENTS TO REQUIRE ADDITIONAL COLLATERAL OR THE LIQUIDATION OF ANY SECURITIES AND OTHER PROPERTY WHENEVER IN BROKER'S DISCRETION IT CONSIDERS IT NECESSARY FOR ITS PROTECTION INCLUDING IN THE EVENT OF, BUT NOT LIMITED TO: THE FAILURE OF THE CUSTOMER TO PROMPTLY MEET ANY CALL FOR ADDITIONAL COLLATERAL; THE FILING OF A PETITION IN BANKRUPTCY BY OR AGAINST THE CUSTOMER; THE APPOINTMENT OF A RECEIVER IS FILED BY OR AGAINST CUSTOMER; AN ATTACHMENT IS LEVIED AGAINST ANY ACCOUNTS OF THE CUSTOMER OR IN WHICH THE CUSTOMER HAS AN INTEREST OR; THE CUSTOMER'S DEATH. IN SUCH EVENT, THE BROKER IS AUTHORIZED TO SELL ANY AND ALL SECURITIES AND OTHER PROPERTY IN ANY ACCOUNT OF THE CUSTOMER WHETHER CARRIED INDIVIDUALLY OR JOINTLY WITH OTHERS, TO BUY ALL SECURITIES OR OTHER PROPERTY WHICH MAY BE SHORT SUCH ACCOUNT(S), TO CANCEL ANY OPEN ORDERS AND TO CLOSE ANY OR ALL OUTSTANDING CONTRACTS, ALL WITHOUT DEMAND FOR MARGIN OR ADDITIONAL MARGIN, OTHER NOTICE OF SALE OR PURCHASE, OR OTHER NOTICE OR ADVERTISEMENT EACH OF WHICH IS EXPRESSLY WAIVED BY THE CUSTOMER. ANY SUCH SALES OR PURCHASES MAY BE MADE AT BROKER'S DISCRETION ON ANY EXCHANGE OR OTHER MARKET WHERE SUCH BUSINESS IS USUALLY TRANSACTED OR AT PUBLIC AUCTION OR PRIVATE SALE, AND BROKER MAY BE THE PURCHASER FOR BROKER'S OWN ACCOUNT. IT IS UNDERSTOOD A PRIOR DEMAND, OR CALL, OR PRIOR NOTICE OF THE TIME AND PLACE OF SUCH SALE OR PURCHASE SHALL NOT BE CONSIDERED A WAIVER OF BROKER'S RIGHT TO SELL OR BUY WITHOUT DEMAND OR NOTICE AS HEREIN PROVIDED.

### 11. MARGIN

The Customer agrees to maintain in all accounts with the Broker such positions and margins as required by all applicable statutes, rules, regulations, procedures and custom, or as the Broker deems necessary or advisable. The Customer agrees to promptly satisfy all margin and maintenance calls.

### 12. SATISFACTION OF INDEBTEDNESS

The Customer agrees to satisfy, upon demand, any indebtedness, and to pay any debit balance remaining when the Customer's Account is closed, either partially or totally. Customer Account(s) may not be closed without Broker first receiving all securities and other property for which the Account is short and all funds to pay in full for all securities and other property in which the Account(s) are long.

### 13. TRANSACTIONS AND SETTLEMENTS

All orders for the purchase or sale of securities and other property will be authorized by the Customer and executed with the understanding that an actual purchase or sale is intended and that it is the Customer's intention and obligation in every case to deliver certificates or commodities to cover any and all sales or to pay for any purchase upon the Broker's demand. If

the Broker makes a short sale of any securities and other property at the Customer's direction or if the Customer fails to deliver to the Broker any securities and other property that the Broker has sold at the Customer's direction, the Broker is authorized to borrow the securities and other property necessary to enable the Broker to make delivery and the Customer agrees to be responsible for any cost or loss the Broker may incur, or the cost of obtaining the securities and other property if the Broker is unable to borrow it. The Broker is the Customer's agent to complete all such transactions and is authorized to make advances and expend monies as are required.

**14. SALES BY CUSTOMER**

The customer understands and agrees any order to sell "short" will be designated as such by the Customer, and that the Broker will mark the orders as "short". All other sell orders will be for securities orders ("long"), at the time, by the Customer by placing the order the Customer affirms that he will deliver the securities on or before settlement date.

**15. BROKER AS AGENT**

The Customer understands that the Broker is acting as the Customer's agent, unless the Broker notifies the Customer, in writing before settlement date for the transaction, that the Broker is acting as a dealer for its own account or as agent for some other person.

**16. CONFIRMATIONS AND STATEMENTS**

Confirmations of transactions and statements for the Customer's Account(s) shall be binding upon the Customer if the Customer does not object, in writing, within ten days after receipt by the Customer. Notice or other communications including margin and maintenance calls delivered or mailed to the address given below shall, until the Broker has received notice in writing of a different address, be deemed to have been personally delivered to the Customer whether actually received or not.

**17. SUCCESSORS**

Customer hereby agrees that this Agreement and all the terms thereof shall be binding upon Customer's heirs, executors, administrators, personal representatives and assigns. This Agreement shall ensure to the benefit of the Broker's present organization, and any successor organization, irrespective of any change or changes at any time in the personnel thereof, for any cause whatsoever.

**18. CAPACITY TO CONTRACT, CUSTOMER AFFILIATION**

By signing the account application, the Customer, represents that he/she is of legal age, and that he/she is not an employee of any exchange, or of any corporation of which any exchange owns a majority of the capital stock, or of a member of any exchange, or of a member firm or member corporation registered on any exchange, or of a bank, trust company, insurance company or of any corporation, firm or individual engaged in the business of dealing, either as a broker or as a principal, in securities, bills of exchange, acceptances or other forms of commercial paper, and that the Customer will promptly notify the Broker in writing if the Customer is now or becomes so employed. The Customer also represents that no one except the Customer has an interest in the account or accounts of the Customer with you.

**19. ARBITRATION DISCLOSURES**

- **ARBITRATION IS FINAL AND BINDING ON THE PARTIES.**
- **THE PARTIES ARE WAIVING THEIR RIGHT TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO A JURY TRIAL.**
- **PRE-ARBITRATION DISCOVERY IS GENERALLY MORE LIMITED THAN AND DIFFERENT FROM COURT PROCEEDINGS.**
- **THE ARBITRATORS' AWARD IS NOT REQUIRED TO INCLUDE FACTUAL FINDINGS OR LEGAL REASONING AND ANY PARTY'S RIGHT TO APPEAL OR TO SEEK MODIFICATION OF RULINGS BY THE ARBITRATORS IS STRICTLY LIMITED.**
- **THE PANEL OF ARBITRATORS WILL TYPICALLY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY.**

**20. ARBITRATION**

THE CUSTOMER AGREES, AND BY CARRYING AN ACCOUNT FOR THE CUSTOMER THE BROKER AGREES THAT ALL CONTROVERSIES WHICH MAY ARISE CONCERNING ANY TRANSACTIONS OR THE CONSTRUCTION, PERFORMANCE, OR BREACH OF THIS OR ANY OTHER AGREEMENT BETWEEN US PERTAINING TO SECURITIES AND OTHER PROPERTY, WHETHER ENTERED INTO PRIOR, ON OR SUBSEQUENT TO THE DATE ON THE ACCOUNT APPLICATION HEREOF, SHALL BE DETERMINED BY ARBITRATION. ANY ARBITRATION UNDER THIS AGREEMENT SHALL BE CONDUCTED PURSUANT TO THE FEDERAL ARBITRATION ACT, BEFORE THE AMERICAN ARBITRATION ASSOCIATION, OR BEFORE THE NEW YORK STOCK EXCHANGE, INC. OR AN ARBITRATION FACILITY PROVIDED BY ANY OTHER EXCHANGE OF WHICH THE BROKER IS A MEMBER OR THE FINANCIAL INDUSTRY REGULATORY AUTHORITY (FINRA) OR THE MUNICIPAL SECURITIES RULEMAKING BOARD AND IN ACCORDANCE WITH THE RULES THEN IN EFFECT OF THE SELECTED ORGANIZATION. THE CUSTOMER MAY ELECT IN THE FIRST INSTANCE WHETHER ARBITRATION SHALL BE BY THE AMERICAN ARBITRATION ASSOCIATION, OR BY AN EXCHANGE OR SELF-REGULATORY ORGANIZATION OF WHICH THE BROKER IS A MEMBER, BUT IF THE CUSTOMER FAILS TO MAKE SUCH ELECTION, BY REGISTERED LETTER OR TELEGRAM ADDRESSED TO THE BROKER AT THE BROKER'S MAIN OFFICE, BEFORE THE EXPIRATION OF TEN DAYS AFTER THE RECEIPT OF A WRITTEN REQUEST FROM THE BROKER TO MAKE SUCH ELECTION, THEN THE BROKER MAY MAKE SUCH ELECTION, THE AWARD OF THE ARBITRATORS, OR OF THE MAJORITY OF THEM, SHALL BE FINAL, AND JUDGEMENT UPON THE AWARD RENDERED MAY BE ENTERED IN ANY COURT, STATE OR FEDERAL, HAVING JURISDICTION. NO PERSON SHALL BRING PUNTATIVE OR CERTIFIED CLASS ACTION TO ARBITRATION, NOR SEEK TO ENFORCE ANY PRE-DISPUTE ARBITRATION AGREEMENT AGAINST ANY PERSON WHO HAS INITIATED IN COURT A PUNTATIVE CLASS ACTION; OR WHO IS A MEMBER OF A PUNTATIVE CLASS WHO HAS NOT OPTED OUT OF THE CLASS WITH RESPECT TO ANY CLAIMS ENCOMPASSED BY THE PUNTATIVE CLASS ACTION UNTIL: (i) THE CLASS CERTIFICATION IS DENIED; OR (ii) THE CLASS IS DECERTIFIED; OR (iii) THE CUSTOMER IS EXCLUDED FROM THE CLASS BY THE COURT, SUCH FORBEARANCE TO ENFORCE AN AGREEMENT TO ARBITRATE SHALL NOT CONSTITUTE A WAIVER OF ANY RIGHTS UNDER THIS AGREEMENT EXCEPT TO THE EXTENT STATED HEREIN.

**21. LOAN OR PLEDGE OF SECURITIES**

THE CUSTOMER HEREBY AUTHORIZES THE BROKER TO LEND EITHER TO ITSELF OR TO OTHERS ANY SECURITIES HELD BY THE BROKER IN THE CUSTOMER'S MARGIN ACCOUNT AND TO CARRY SUCH PROPERTY IN ITS GENERAL LOANS. SUCH PROPERTY MAY BE PLEDGED, REPLEGGED, HYPOTHECATED OR REHYPOTHECATED EITHER SEPARATELY OR IN COMMON WITH OTHER SUCH PROPERTY FOR ANY AMOUNTS DUE TO THE BROKER THEREON OR FOR A GREATER SUM AND THE BROKER SHALL HAVE NO OBLIGATION TO RETAIN A LIKE AMOUNT OF SIMILAR PROPERTY IN ITS POSSESSION AND CONTROL.

**22. CUSTOMER IDENTIFICATION**

Federal law requires financial institutions to obtain, verify, and record information that identifies each person who opens an account. Therefore the client is required to provide the broker with a photocopy of a Driver's License, Passport, or other Government issued Photo ID.

**23. PAYMENT FOR ORDER FLOW DISCLOSURE**

In exchange for routing customer's orders to certain Electronic Communication Network's ("ECN's") the Broker may receive monetary rebates. The amount of the rebates varies depending on the agreement reached with each ECN and will be furnished upon request. A quarterly summary of the Broker's Order Routing pursuant to SEC Rule 606 Disclosure can be viewed at <http://www.elking.com>.

**24. INVESTMENT OBJECTIVE DEFINITIONS:**

Income – Provide current income rather than growth of principal  
 Growth – Increase investment value over time while accepting price fluctuations  
 Growth & Income – Combine current income and increase investment value over time while accepting price fluctuations  
 Trading & Speculation – Assuming the highest degree of risk for potentially higher returns  
 Other – As defined by the Account Holder or Authorized Person

**25. Information about SIPC**

To obtain information about Securities Investor Protection Corporation (SIPC), including an explanatory SIPC brochure, please contact SIPC at: [www.sipc.org](http://www.sipc.org) or 1-202-371-8300



## MARGIN DISCLOSURE STATEMENT

C.L. King & Associates (CLKA) is furnishing this document to you to provide some basic facts about purchasing securities on margin, and to alert you to the risks involved with trading securities in a margin account. Before trading stocks in a margin account, you should carefully review C.L. King & Associates Customer Agreement. If you have any questions or concerns regarding your margin account(s), please contact us.

When you purchase securities, you may pay for the securities in full or you may borrow part of the purchase price from CLKA. If you choose to borrow funds from CLKA, you will open a margin account. The securities purchased are CLKA's 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, CLKA 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. These risks include the following:

- When customers have margin accounts, the firm has the right to hypothecate or lend shares held in your margin account subject to certain limitations. When shares are lent under standard stock loan agreements, the right to vote those shares goes with them. This may preclude your ability to vote those shares if a corporate vote takes place while the shares are on loan.
- 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 CLKA to avoid the forced sale of those securities or other securities or assets in your account(s).
- CLKA can force the sale of securities or other assets in your account(s). If the equity in your account falls below the maintenance margin requirements or the firm's higher "house" requirements, CLKA can sell the securities or other assets in any of your accounts to cover the margin deficiency. You also will be responsible for any shortfall in the account after such a sale.
- Securities or other assets can be sold without contacting you. Some investors mistakenly believe that CLKA must contact them for a margin call to be valid, and that CLKA cannot liquidate securities or other assets in their accounts to meet the call unless CLKA has contacted them first. This is not the case. Most firms will attempt to notify their customers of margin calls, but they are not required to do so. However, even if a firm has contacted a customer and provided a specific date by which the customer can meet a margin call, the firm 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, CLKA has the right to decide which security to sell in order to protect its interests.
- CLKA 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 a liquidation or sale of 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.

If you have any questions regarding the above Margin Disclosure Statement, please contact Gregg Miller in our Compliance Department at (518) 431-3534.

## C.L. KING & ASSOCIATES, INC. PRIVACY POLICY STATEMENT

### *Our Commitment to You*

As a C.L. King client, you have entrusted to our care not only your hard-earned money but your personal and financial data as well. We recognize that your relationship with us is based on trust, and that you expect us to act responsibly and in your best interest.

Because your personal and financial data is your private information, we hold ourselves to the highest standards in its safekeeping and use. **This means that we do not sell client information to anyone.**

Instead, your information is used by us primarily to complete transactions that you request or to make you aware of other financial products and services that we offer.

### *The Information We Collect About You*

You typically provide personal information when you complete our account application and when you request a transaction that involves C.L. King or one of our affiliated companies. This information may include:

- Name
- Social security or taxpayer identification number
- Assets
- Income
- Account balance
- Investment objectives and activity
- Accounts at other institutions

### *How We Handle Your Personal Information*

We do not sell information about current or former clients or their accounts to third parties. Nor do we share such information, except when needed to complete transactions at your request or to make you aware of related financial products and services that we offer. Here are the details:

- In order to complete certain transactions or account changes that you direct, it may be necessary to provide identifying information to companies or individuals that are not affiliated with us. For example, if you ask to transfer assets from another financial institution to us, we will need to provide certain information about you to that company to complete the transaction.
- In order to alert you to other C.L. King financial products and services that we offer, we may share your information within our affiliated companies.
- In certain instances, we may contract with non-affiliated companies to perform services for us. Where necessary, we will disclose information we have about you to these third parties. In all such cases, we provide the third party with only the information necessary to carry out its assigned responsibilities and only for that purpose