

# Priority Credit Line Disclosures

## IT IS IMPORTANT THAT YOU READ AND UNDERSTAND THIS INFORMATION PRIOR TO OPENING YOUR PRIORITY CREDIT LINE ACCOUNT

The securities, which you pledged to secure your Priority Credit Line, are the collateral for the loan to you. If the pledged securities decline in value, so does the value of the collateral supporting your loan, and, as a result, we can take action, such as issue a maintenance call and/or sell securities or other assets in any of your accounts held with us, in order to maintain the required equity in your account.

It is important that you fully understand the risks involved in pledging securities for a loan. These risks include the following:

- **You can lose more funds than you deposit in your pledged account(s).** A decline in the value of securities that are pledged for the Priority Credit Line may require you to provide additional funds to Wells Fargo Clearing Services, LLC ("First Clearing\*\*), which has made the loan, to avoid the forced sale of those securities or other assets in your account(s).
- **We can force the sale of securities or other assets in your pledged account(s).** If the equity in your account(s) falls below the maintenance requirements or our higher "house" requirements, we can sell the securities or other assets in any of your accounts held with us to cover the maintenance deficiency. You also will be responsible for any shortfall in the account after such sale.
- **We can sell your securities or other assets without contacting you.** Some investors mistakenly believe that firms such as ours must contact them for a maintenance call to be valid, and that the firm cannot liquidate securities or other assets in their accounts to meet the call unless the firm has contacted them first. This is not the case. While we will try to notify you of maintenance calls, we are not required to do so. However, even if we have notified you and provided a specific date by which you can meet a maintenance call, we can still take necessary steps to protect our financial interests, including immediately selling the securities without notice to you.
- **You are not entitled to choose which securities or other assets in your account(s) are liquidated or sold to meet a maintenance call.** It is vital for you to understand that because the securities are collateral for the Priority Credit Line, we have the right to decide which security to sell in order to protect our interests. Because our interests may not be aligned with yours, you should understand that we may sell securities or assets, which you may desire to keep. If there are securities or assets, which you desire to own during the term of your Priority Credit Line, you should not pledge them as collateral for the loan.
- **We can increase our "house" maintenance requirements at any time and are not required to provide you with advance written notice.** These changes in firm policy often take effect immediately and may result in the issuance of a maintenance call. Your failure to satisfy the call may cause us to liquidate or sell securities in your account(s).
- **You are not entitled to an extension of time on a maintenance call.** While an extension of time to meet maintenance requirements may be available to customers under certain circumstances, a customer does not have a right to the extension.

Advances made on your Priority Credit Line may be made for any purpose other than purchasing, carrying or trading in securities, or reducing or retiring indebtedness incurred to purchase, carry or trade in securities.

## Additional Considerations Associated with Pledging Advisory Accounts

In addition to the risks mentioned above, with respect to investment advisory account(s) that are pledged or otherwise used as collateral in connection with the Priority Credit Line, the exercise of our rights and powers over the assets in your advisory account(s), including the disposition and sale of any and all assets pledged as collateral may be contrary to your interests and the investment objective of your advisory account(s). Any recommendation to participate in the Priority Credit Line, as well as the related compensation that we or our affiliate may receive, could create conflicts of interest between you and us or, if applicable our affiliate. For example, such recommendation to participate in the Priority Credit Line could result in a situation in which we are required to liquidate securities your Financial Advisor or money manager would otherwise not sell, and which may not otherwise be in your best interests to sell, to satisfy a maintenance call. We or a third-party money manager will seek to manage your advisory account(s) as agreed under your advisory program agreement(s), provided that, if a maintenance call takes place, we or your money manager may not be able to manage your advisory account(s) consistent with our or the money manager's overall strategy. Any action taken by us, or an affiliate, against the assets in your advisory account(s) pursuant to your Priority Credit Line Agreement will not constitute a breach of our fiduciary duties as an investment advisor to you under your advisory program agreement(s). In addition, the costs associated with the Priority Credit Line, including the costs associated with a maintenance call, are not included in your advisory program fees and may result in additional compensation to us, our affiliate, and the Financial Advisor. See your advisory program disclosure document(s) for additional information on the conflicts of interests and risks associated with pledging your advisory account(s).

\*Account(s) carried by First Clearing. First Clearing is a trade name used by Wells Fargo Clearing Services, LLC, a registered broker-dealer and non-bank affiliate of Wells Fargo & Company.