

Strasbourg Pearson Tulcin Wolff, Incorporated

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Welcome to Strasbourg Pearson Tulcin Wolff Incorporated.

Customer Identification Program Notice

Important Information You Need to Know About Opening a New Account

To help the government fight the funding of terrorism and the money laundering activities, federal law requires financial institutions to obtain, verify, and record information that identifies each person who opens an account.

This notice answers some questions about your firm's Customer Identification Program.

The types of information you will have to provide.

When you open an account, your firm is required to collect information such as the following from you:

- Your name
- Your date of birth
- Address
- Identification number:
 - U.S. Citizen: taxpayer identification number (social security number or employer identification number)
 - Non-US Citizen: taxpayer identification number, passport number and country of issuance, alien identification card number or government issued identification showing nationality, residence, and a photograph of you.

You must provide a copy of your driver's license or other government issued identifying documents.

A corporation, partnership, trust or other legal entity **must** provide other information such as its principal place of business, local office, employer identification number, certified articles of incorporation, government issued business license, a partnership agreement or a trust agreement.

U.S. Department of the Treasury, Securities and Exchange Commission and the Financial Industry Regulatory Authority rules already require you to provide most of this information. These rules also may require you to provide additional information, such as your net worth, annual income, occupation, employment information, investment experience and objectives and risk tolerance.

What happens if I don't provide the information requested or my identity can't be verified?

We will be unable to open an account for you.

Contact Information

Feel free to contact your account executive for any questions regarding your account.
For further inquiries, please contact the following:

Ronald Moschetta, CEO
Phone: (516) 794-5000
Email: moschetta@sptwinc.com

Joseph C. Vigliarolo, President
Phone: (310) 670-1100
Email: joev@sptw.com

Robert C. Delaplain, Chief Compliance Officer
Phone: (516) 794-5000
Email: delaplain@sptwinc.com

Privacy Policy

Overview and Commitment to Privacy

Strasbourg Pearson Tulcin Wolff, Inc. understands the importance of protecting the privacy of both our current and former customers and safeguarding your financial information. Strasbourg is committed to protecting your personal information. All employees are aware of the procedures that must be taken to safeguard customer information.

Information We collect

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 &
- Information we received from a consumer reporting agency.

Release of Information

We do not sell, license, lease or otherwise disclose non-public personal information to third parties for any reason, except as prescribed below:

We will share information with business partners, service suppliers, and agents if that information is required to provide products or services to you through us.

We will release information when required by law. We must give information in response to a valid demand such as a search warrant or court order. We may disclose information to law enforcement and other government or self-regulatory agencies to serve a clear public interest and fulfill our public duty such as to protect against fraud, money laundering or other criminal activity.

We will release information per your prior written consent such as your credit history with us to other lenders or credit bureaus in order to support the credit approval process.

We may take action to protect our interests, which may result in disclosing to outside parties such as returning your checks due to insufficient funds or using agents to collect overdue accounts.

Business Continuity Plan

Strasbourg Pearson Tulcin Wolff Incorporated (“SPTW”) has established disaster recovery and business continuity plans that will be activated in the event of a significant business disruption (“SBD”). SPTW understands the need to be able to continue material business operations and maintain mission-critical business systems should a SBD occur. SPTW’s business continuity plans include emergency procedures, scenario planning, back-up communications, and key systems support as required industry regulations.

In planning for potential significant business disruptions, SPTW has studied a number of scenarios, including, for example, a disruption to a single building, a city-wide disruption, and a regional business disruption. The firm’s plans are intended to permit the continuation of business operations during most types of disruptions by resuming mission-critical operations within minutes for minor disruptions, or within the same business day for more serious disruptions, or within the same business day for more serious disruptions. To assist in maintaining continuity, the firm maintains back-up records in an alternative location.

In the case of an extreme disruption, where the immediate continuation of business may not be practical, SPTW will implement emergency actions that will allow clients prompt access to their funds and securities. Should a contingency situation occur, SPTW’s primary means of communication with its customers will be through cellular telephone and/or email. We will also work closely with our clearing firm, Pershing, LLC. Pershing may be contacted at (201) 413-3635 for recorded instructions. Pershing LLC’s website address is www.pershing.com/about.htm.

SPTW’s business continuity plan is subject to continual modification and upgrading and contains details of confidential and proprietary nature. Therefore, the plan will not be distributed in full to the public. However, periodic updates will be communicated in writing on the customer monthly statements to keep customers informed of changes to the plan that may affect them. If you have any questions regarding SPTW’s Business Continuity Plan, please call (800) 221-4270 or (212) 952-7500, or email us at att47586@attglobal.net

SIPC – The Securities Investor Protection Corporation

Strasbourg Pearson Tulcin Wolff incorporated is Member of SIPC, which protects securities customers of its members up to \$500,000 (including \$100,000 for claims for cash). Explanatory brochure is available upon request or at www.sipc.org. Their contact information is: Securities Investor Protection Corporation, 805 15th Street, N.W., Suite 800, Washington, D.C. 20005-2215, Tel (202) 371-8300, Fax (202) 371-6728, email asksipc@sipc.org.

Interest Charges

Interest will be charged on any credit extended or maintained for you by Pershing LLC for the purposes of purchasing, carrying, or trading in any security or otherwise. If you maintain a Cash account only, interest may be charged on purchases for which payment is not received until after the settlement of the transaction and on monies paid out by Pershing LLC representing the proceeds of sales, prior to settlement date. In such instances your monthly interest statement of account will show the rate of interest charged, determined as set forth below, and the time period covered.

The rate of interest charged on the net debit balance in your account is based on the current brokers' call money rate as determined by Pershing LLC from time to time by reference to call money rates on brokers' loans quoted by the Wall Street Journal. The rate of interest charged on the net debit balance in your account will be 1.25% above brokers' call money rate on average daily debit balances up to \$24,999; 1.00% above brokers' call money rate on balances from \$24,999 to \$99,999; and 0.75% above brokers' call money rate on balances \$100,000 and above.

Should the brokers' call rate change, the interest rate for your account will be correspondingly changed without further notice to you. Should we find it necessary to increase interest rates for any other reason, you will be given at least 30 days written notice prior to the change.

Method of Computing Interest

Interest is computed on the combined balances of all the "types" of accounts carried for each customer. However, credit is not given for either (i) a credit balance created by a sale in a CASH account until settlement date and then only if the security sold is in Pershing LLC possession in good deliverable form, or (ii) a credit balance in a SHORT account. The credit balance in a SHORT account is disregarded for interest purposes as this money collateralizes equivalent stock that Pershing LLC borrows for delivery against the short sale, notwithstanding that, where stock is sold "short against the box," the margin account is long the same security.

When the aggregate market value of securities sold short decreases, the balance in the SHORT account will be increased accordingly by crediting that account and debiting the margin account. Such entries, commonly referred to as "Marks to the Market," affect the balance in the margin account, which is the balance used for computing interest charges. Should the aggregate market value of the short positions later decrease, Pershing LLC may make "Mark to the Market" to reflect the decrease.

Interest Periods

Interest is computed on a monthly basis from the last business day of the prior month up to but excluding the last business day of the current month.

Should a change in the interest rate occur during any monthly interest period, separate charges will be itemized on your statement for the number of days during which each interest rate was in effect during the interest period. The separate charges will be totaled and result in a single interest charge to your account. This total interest charge is made to your account on the last business day of the current month and is included in your closing balance.