

PO Box 2760 • Omaha, NE 68103-2760

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In case of any discrepancy between the English and Chinese version of this agreement, the English version shall prevail.

若本協議的英文與中文版本內容有任何差異，以英文版本為準。

## 1. INTRODUCTION

This Agreement governs all brokerage accounts that I open with you, all transactions in my Account, the use of your websites, the Brokerage Services, the TD Ameritrade Content, and the Third-Party Content; is binding on my heirs, executors, administrators, successors, and assigns; and will inure to the benefit of your successors. By opening an Account with you, I acknowledge that I have received, read, and understand this Agreement and agree to be bound by its terms. Accounts opened with the TD Ameritrade Institutional Division are governed by a separate agreement.

"I," "me," "my," or "account owner" means each account owner who signs the Account Application. "You," "Your," or "TD Ameritrade" means TD Ameritrade, Inc., and, when applicable, TD Ameritrade Clearing, Inc. ("Clearing"), TD Ameritrade's clearing broker-dealer.

## 2. DEFINITIONS

"Account" means each brokerage account I open with you or have an interest in.

"Agreement" means these terms and conditions as well as any supplemental agreements and disclosures that apply to my Account, as amended from time to time.

"Applicable Rules" means all applicable federal and state laws, rules and regulations, rules of any self-regulatory organization, and the constitution and applicable rules, regulations, customs, and usages of the exchange or market and its clearinghouse.

"Brokerage Services" means your website and related services that you provide other than TD Ameritrade Content, which I need to place trades in my Account.

"Business Day" means Monday through Friday, excluding market holidays.

"Services" means, collectively, the websites, the Brokerage Services, the TD Ameritrade Content, and the Third-Party Content. This Agreement applies to the Services provided by you regardless of how I access them (for example, in person, phone, Internet, or by mobile device).

"TD Ameritrade Content" means all information, tools, and services available on your website, other than Brokerage Services provided by you, and not by a third party.

"Third-Party Content" means all information, tools, and services available on your website that are provided by a third party ("Third-Party Provider"), including financial and investment tools, market data, reports, alerts, calculators, access to online conferences, telecasts, bulletin boards, tax preparation, or account management tools.

"websites" means the Internet sites of TD Ameritrade, whose domain name is registered as <http://www.tdameritrade.com>, and others, and through which you offer Services.

## 3. MY ACCOUNT AND RELATIONSHIP WITH YOU

**a. Self-Directed Account.** I understand that Accounts opened with you are self-directed. I am responsible for all purchase and sell orders, decisions to continue with an investment strategy or to hold an investment, and instructions placed in my Account. Unless you provide advice to me that is clearly identified by you as an individualized recommendation for me, any investment decision that I make or investment strategy that I utilize, including the decision to hold any and all of the securities or

## 1. 前言

本協議管轄所有本人與您開設的賬戶、本人賬戶內所有的交易、使用您的網站、證券經紀服務、德美利證券的內容、和第三方的內容；對我的繼承人、執行人、管理人、繼任者和轉讓人有約束力，並將保證您的繼任者的利益。在您處開設賬戶，本人知悉本人已接受、閱讀和瞭解本協議，並同意受其條款約束。跟 TD Ameritrade Institutional Division 開設的賬戶受不同的協議管轄。

"我"、"對我"、"我的"或"賬戶持有人"代表在賬戶申請上簽名的賬戶持有人。您、您的、或"德美利證券"代表德美利證券公司，且若適用，TD Ameritrade Clearing, Inc. ("清算公司")是德美利證券的清算經紀商。

## 2. 定義

"賬戶"指我跟您開設的賬戶或有權益的賬戶。

"協議"指應用於我的賬戶的條款、條件及任何補充協議及披露，它們可能不時修訂。

"適用規則"指適用的聯邦和州法律、規則及條例，任何自律機構的規則，以及交易所或市場及其清算所的憲章、和適用規則、規條、習俗和慣例。

"經紀服務"指您提供的德美利證券內容以外的網站和服務，我需要用它們在"我的賬戶"進行交易。

"工作日"指周一至周五，市場假日除外。

"服務"泛指網站、經紀服務、德美利證券內容、及第三方內容。不管我如何使用它們(舉例：親身使用、電話、網絡或移動裝置)，本協議適用於您提供的服務。

"德美利證券內容"指除了您提供的經紀服務，所有您網站的資訊、工具及服務，並且它們不由第三方提供。

"第三方內容"指所有由第三方提供，在您網站的資訊、工具、和服務，包括財務和投資工具、市場數據、報告、警訊、計算器、參加網上會議、電話會議、報告板、報稅、或賬戶管理工具。

"網站"指德美利證券的互聯網站，其註冊網域為 <http://www.tdameritrade.com> 及其它，您通過它提供服務。

## 3. 我的賬戶和與您的關係

**a. 自我主導賬戶。** 我知悉我跟您開設的賬戶是自我主導的，我對所有訂單買賣、繼續投資策略的決定或持有投資，以及在我的賬戶下的指示負責。除非您清楚指明您專為我提供建議，我所做的任何投資決定，或使用的投資策略，包括決定在賬戶中持有任何及所有證券衍生產品，是基于本人的投資

derivatives in the Account, is based on my own investment decisions or those of my agent and is at my own risk. All investments involve risk, and unless you provide individualized recommendations to me, I or my agent are responsible for determining the suitability of any trade, investment, investment strategy, and risk associated with my investments. TD Ameritrade Content or Third-Party Content I access through you does not constitute a recommendation to invest in any security or derivative, or to utilize any investment strategy.

**b. Fees and Commissions.** I will pay commissions, charges, taxes, and other fees applicable to my Account. Current commission pricing and other fees are on the websites. You may change your fees and commissions at any time by posting changes on the websites or by other means.

You reserve the right to vary commissions among clients in connection with special offers or combinations of services or in other circumstances. You or Clearing may pay a portion of the revenues or fees derived from servicing my Account to third parties that provide services to you or Clearing. If my Account is an IRA or other retirement plan account, my Account may be charged fees that the particular plan has authorized to be paid to service providers other than you or Clearing.

**c. Statements and Confirmations.** It is my obligation to review trade confirmations and Account statements promptly upon receipt. These documents will be considered binding on me unless I notify you of any objections within five days from the date confirmations are sent and within 10 days after Account statements are sent.

#### **d. Instructions.**

1. General. You may accept and act on instructions from me, my agent, or any person authorized on my Account. You may refuse any order, or delay placing any order, if you determine that an order requires clarification from me. I will not hold you responsible for any losses caused by the rejection or delay. You will not receive any order or instruction transmitted by my agent or me until you have actual knowledge of the order or instruction. You do not determine the validity of my agent's status or capacity, the appropriateness of, or the authority or actions by such person.

2. Wire Transfers. By initiating a wire transfer from my Account with or without a letter of instruction, I agree that you may use security procedures for accepting and acting upon wire transfer instructions. I agree that such security procedures may include one, some, or all of the following, depending on the type, amount, and frequency of the wire transfer request: requestor and/or account owner identification and verification; requestor and/or account owner signature comparison or verification; confirmation of receiving bank and/or account designation notice provided via email, message center, or phone to account owner and/or authorized agent; account surveillance and/or trending analysis. In some circumstances, you may place limits on the portability of funds and additional documentation may be required.

I agree that the above security procedures are commercially reasonable under the circumstances. I agree to be bound by instructions to initiate a wire transfer, with or without a letter of instruction, whether in fact authorized or unauthorized, which you implement in compliance with these procedures, unless I have given you prior notice of possible unauthorized activity in my Account and you have a reasonable opportunity to act on such notice.

3. ACH Transactions. From time to time, originators that I authorize may send ACH credits or debits to my account. For each ACH transaction, I agree it is subject to the NACHA Operating Rules and Guidelines or other funds transfer system rules as applicable, and that the following additional terms shall apply: (1) TD Ameritrade's payment of a funds transfer to my account will be provisional until TD Ameritrade receives final settlement or payment, and I agree that TD Ameritrade may reverse the provisional credit and/or obtain reimbursement from me if you do not receive final settlement or payment; (2) A payment by the beneficiary's bank of a funds transfer from my account to the beneficiary will be provisional until final settlement has been made or until payment is considered received under applicable law, and I agree that the beneficiary's bank may reverse its provisional credit and obtain a refund from the beneficiary and I, as the originator of the payment, will not be considered to have paid the beneficiary; (3) I hereby authorize any Originating Depository Financial Institution (ODFI) to initiate, pursuant to ACH operating rules, ACH debit entries to my account for electronic presentation or re-presentation of items written or authorized by me; and (4) If I receive an unauthorized debit, I will need to file a written unauthorized debit statement with TD Ameritrade by contacting TD Ameritrade at 1-800-669-3900.

或本人代理人的決定，并由本人承擔風險。所有投資涉及風險，除非您向我提供個人建議，我或我的代理人對任何交易、投資、投資策略的適用性或與我的投資相關的風險負責。我通過您使用的德美利證券內容或第三方內容不構成投資任何證券或衍生產品，又或採用任何投資策略的建議。

**b. 費用和佣金。** 我將支付適用於我的帳戶的佣金、收費、稅費、及其它費用。網站上有目前的佣金定價及其它費用，您可隨時在網站或以其它方式發布來更改您的費用和佣金。

您保留在關係到特殊優惠、服務組合或在其它情況下向不同的客戶收取不同佣金的權利。您或清算公司可將服務我帳戶獲得的營收或收費的一部分支付給向您或清算公司提供服務的第三方。如果我的帳戶是IRA或其它退休帳戶，我的帳戶可被收取費用(特定計劃授權)來支付除您或清算公司以外的服務提供商。

**c. 對賬單和交易確認單。** 我有義務在收到後適時檢查交易確認和賬戶對賬單，這些文件將被視為對我有約束力，除非我在確認寄出五天內及賬戶對賬單寄出10天內通知您任何異議。

#### **d. 指示。**

1. 一般指示。您可接受并由我、我的代理人或我帳戶授權的任何人的指示行動。如果您決定訂單需要我澄清，您可拒絕任何訂單、或延遲下任何訂單，我不會要您對拒絕或延遲造成的任何損失負責。您將不會接收任何由我的代理或我傳送的訂單或指示，除非您已知悉該訂單或指示。您不會去決定我的代理人的身份或資格的有效性，以及此人的權力或行為的適當性。

2. 電匯轉帳。無論有或沒有書面指示從我的帳戶進行電匯，我同意您可採用安全措施接受或就電匯要求作出行動。視乎種類、數量、和電匯要求的頻率，我同意這些安全措施可包括一個或部份或所有以下：申請人和或賬戶擁有人身份證明和核對；申請人和或賬戶持有人簽名比較或核對；接受銀行和或指定賬戶確認；由電郵、訊息中心、或給賬戶持有人和或被授權代理人致電提供的通知；賬戶監控和或趨勢分析。在某些情況下，您可對可動用資金設限并要求更多的文件。

我同意以上的安全措施在所處情況中有商業上的合理性。無論有或沒有書面指示，我同意受電匯指示約束。不管有沒有授權，您依照這些措施執行，除非我事前通知您我的帳戶內存在可能的非授權活動，而您有合理的機會就通知作出反應。

3. ACH交易。我授權的發起人可能會不時向我的帳戶發送ACH的存入或轉出。對於每筆ACH交易，我同意其將會受NACHA運作規則和方針或其他資金轉移系統規則的約束，且以下額外的規定應適用：(1)德美利證券轉移到我帳戶的資金款項是暫時的，直至德美利證券收到最後結算或支付的款項，而且我同意如果您沒有收到最後的結算或付款，德美利證券可以撤回暫時的存款/或自我處獲得退款；(2)受益人銀行從我的帳戶向受益人支付的資金將是臨時的，直到最終結算或根據適用法律認為收到付款為止，且我同意受益人銀行可能會撤回其暫時的入款項目並從受益人處獲得退款，而我作為付款的發起人，將不會被視為向受益人付款；(3)我特此授權任一始發存款金融機構(ODFI)根據ACH的運作規則，在我的帳戶裏輸入支出款項進行電子呈遞或再呈遞由我開支或授權的款項；及(4)如果我收到非授權的支出款項，我將需要致電1-800-669-3900聯繫德美利證券來向其提交書面非授權支出款項聲明。

**e. No Endorsement of Day Trading Strategy; Representations.**

You do not recommend, endorse, or promote a “day trading” strategy, which may involve significant financial risk to me. If I accumulate a position in a security through multiple purchase transactions in one day and subsequently liquidate and/or close out that position on the same day through a single sale transaction, I represent that it is my intent to execute a single day-trade, unless I notify you to the contrary.

**f. Clearing Agreement.** You and Clearing have entered into a clearing agreement in which Clearing is the clearing agent for securities transactions for your clients. You transmit client instructions to Clearing which causes such instructions to be executed. Clearing carries my Account on a fully disclosed basis. All securities, dividends, and proceeds will be held at Clearing unless otherwise instructed.

**g. Trading in Affiliate Securities.** If I transact in securities that are issued by The Charles Schwab Corporation (“CSC”) or an entity controlled by CSC, I acknowledge and understand that You are controlled by CSC, and/or You and the issuer are under the common control of CSC.

**h. Account Protection.** You are a member of the Securities Investor Protection Corporation (“SIPC”), which protects securities customers of its members up to \$500,000 (including \$250,000 for claims for cash). An explanatory brochure is available on request at sipc.org. Additionally, you provide each client \$149.5 million worth of protection for securities and \$2 million of protection for cash through supplemental coverage provided by London insurers. In the event of a brokerage insolvency, a client may receive amounts due from the trustee in bankruptcy and then SIPC. Supplemental coverage is paid out after the trustee and SIPC payouts and under such coverage each client is limited to a combined return of \$152 million from a trustee, SIPC, and London insurers. The TD Ameritrade supplemental coverage has an aggregate limit of \$500 million over all customers. This policy provides coverage following brokerage insolvency and does not protect against loss in market value of the securities.

To obtain information about the SIPC, including the SIPC brochure, I can contact the SIPC at:

Securities Investor Protection Corporation  
805 15th St, N.W., Suite 800  
Washington, D.C. 20005-2215  
Tel: 202-371-8300  
Fax: 202-371-6728  
Email: asksipc@sipc.org  
Website: sipc.org

**i. Beneficiary Designation.** Changes in the relationship between the account owner and designated beneficiary (such as, marriage, divorce, or adoption) will not automatically add or revoke beneficiary designations. For example, if an account owner designated a spouse as beneficiary and they subsequently divorced, the former spouse will remain beneficiary on the Account unless the account owner submits a new beneficiary designation to you.

**j. Compliance with Laws.** I agree to comply with all laws, rules, and regulations applicable to my Account.

#### 4. ABOUT ME

**a. Legal Capacity.** I am of legal age in the jurisdiction in which I reside and have the capacity and authority to enter into this Agreement.

**b. Accuracy of Information.** All the information I provide you is true and correct. I will promptly notify you in writing within 10 Business Days after any change in such information. You may rely upon all information I provide you.

**c. Interest in Account.** I represent that no one except me (us) has an interest in any of my (our) Account(s) (unless I am opening the Account as a fiduciary).

**d. Multiple Owners.** If there is more than one Account owner, then the provisions of the Agreement apply to each owner. Accounts of husbands and wives in community property states will be held in the name of husband and wife as community property unless we instruct you otherwise; any other Joint Account will be held jointly with rights of survivorship unless I notify you of a different form of ownership and provide such documentation as you require. You will have no liability for any loss that may arise due to taking instructions from one owner or requiring instructions from all owners. If I am married, I may establish an account with my spouse as tenants by entirety. I will notify you if I become legally divorced.

**e. 不認可當日沖銷策略。** 您不建議、認可或推銷 “當日沖銷” 策略。它可讓我蒙受巨大的財務風險。如果我在一天中累計多次買入某一證券倉位，隨後又通過一次賣出交易在同一天對其清算和/或平倉，則表示我的意圖是執行當日交易，唯一例外是除非我通知您相反的意圖。

**f. 清算協議。** 您及清算公司簽有清算協議，清算公司是為您的客戶做證券交易的清算代理。您傳送客戶指示給清算公司執行。清算公司在完全披露的基礎上維持我的賬戶。除非另行指示，所有證券、股息、和賣出所得將在清算公司保存。

**g. 附屬公司的證券交易。** 如果我交易的是由Charles Schwab Corporation (“CSC”) 或者是由CSC旗下實體所發行的證券，我承認並理解您受CSC控制，且/或您和發行人共同CSC的控制。

**h. 賬戶保護。** 您是證券投資者保護公司 (“SIPC”) 的會員，它保障其會員的證券客戶最高 \$500,000 美元(包括 \$250,000 現金索賠)。可在 [www.sipc.org](http://www.sipc.org) 要求說明手冊。此外，您通過由倫敦保險商提供的附加保險，向每個客戶提供 1.495 億美元證券保護和 \$2 百萬現金保護。在券商破產的情況下，客戶可收到由破產信託者支付的款項，再而是 SIPC。附加保險在信託和 SIPC 付給之後支付。而在其保險下，每個客戶由信託、SIPC、和倫敦保險商合共得到的回款限于 \$1.52 億美元 (\$152 million)。德美利證券附加保險對所有客戶的累積限額為 5 億美元。這項保險在經紀商倒閉後提供賠償，但不保障證券的市場價值虧損。

索取有關 SIPC 的資訊，包括 SIPC 說明手冊，我可按以下聯絡 SIPC：

Securities Investor Protection Corporation  
805 15th St, N.W., Suite 800  
Washington, D.C. 20005-2215  
Tel: 202-371-8300  
Fax: 202-371-6728  
Email: asksipc@sipc.org  
Website: sipc.org

**i. 指定收益人。** 賬戶持有人和指定受益人關係的變更(如結婚、離婚、或領養)，將不會自動添加或廢除受益人的指定。舉例，若賬戶持有人指定配偶為受益人，而他們其後離婚，前配偶仍然是賬戶的受益人，除非賬戶持有人向您遞交新的指定受益人。

**j. 遵守法律。** 我同意遵守適用於我賬戶的法律、規則、法規。

#### 4. 關於我

**a. 法律資格。** 我在我居住的司法管轄區達到法律年齡，有資格和權力簽署本協議。

**b. 資料準確性。** 所有向您提供的資訊為真實和正確，我會在這些資訊變動後10個工作日內適時以書面通知您。您可信賴我向您提供的資訊。

**c. 賬戶權益。** 我聲明除了我(我們)之外，沒有人擁有我(我們)的任何賬戶的權益。(除非我以委託人身份開設賬戶)。

**d. 多個持有人。** 如果有多於一個賬戶持有人，那麼協議條款適用於每一個持有人。在共同財產州(community property)的夫妻賬戶將作為夫妻共同財產，除非我們另作指示；任何其它共同賬戶將以生存權共同賬戶持有，除非我通知您另一種擁有權型式，並應您要求提供這些文件。您不對執行其中一個持有人的指示或要求來自所有持有人的指示可能造成的虧損負責。如果我已婚，我可跟我的配偶設立完全共有共同賬戶。如果我合法離婚，我將會通知您。

**e. Rights, Terms, and Obligations of Securities in Account.**

Except as required by Applicable Rules, you are not obligated to notify me of any events involving my securities positions, nor do you have the responsibility to take any actions on my behalf with respect to such events without specific instructions from me. I am responsible for knowing the rights, terms, and obligations of securities in my Account and for monitoring the occurrence of any events involving my securities positions or securities for which I intend to place an order.

**5. PRIVACY AND CONFIDENTIALITY**

**a. Privacy.** You will take reasonable measures to protect the privacy and confidentiality of information in your possession about my Account and me. Your Privacy Statement explains how you collect and protect my information. The Privacy Statement is incorporated into this Agreement by reference.

**b. Account Number, PIN, or Password.** I will receive a password and/or access number (collectively "PINs") that provides electronic access to my Account. Account numbers, User IDs, and PINs are confidential, and I am responsible for the confidentiality, protection, and use of them. Subject to the TD Ameritrade Asset Protection Guarantee, I agree to be responsible for all activities in my Account. You may be assured that I have authorized any orders or instructions that are received under my Account number and PIN or by initiating an electronic transfer of funds, with or without a letter of instruction.

**c. TD Ameritrade Asset Protection Guarantee.** If I lose cash or securities from my Account due to unauthorized activity, you will reimburse me for the cash or securities I lose. You promise me this protection if unauthorized activity causes losses and you determine it was through no fault of my own. You promise this protection if I do five things: (1) keep my personal identifying information and Account information secure and confidential because sharing my password, PIN, secret question answers, or other standard means of authentication with other people means I authorize them to take action in my Account; (2) use the standard security features you require for access to my account as they change over time, including using multi-factor authentication. (3) keep my contact information up-to-date with you, including my email address and phone number, so that you can contact me in case of suspected fraud; (4) review my Account frequently and my statements promptly and report any suspicious or unauthorized activity to you immediately in accordance with this Agreement; and (5) take the actions you request if my account is ever compromised and cooperate with any investigation. I agree that unauthorized activity does not include any actions or transactions undertaken by or at the request of me, my investment advisors or family members, or anyone else whom I have allowed access to my Account or to my Account information for any purpose, such as trading securities, writing checks, or making withdrawals or transfers.

**d. Phone Conversations and Electronic Communications.** You may record and monitor any telephone, video, or electronic communications with me.

**e. Credit Reports.** I authorize you to request my credit reports to verify my creditworthiness and to provide information to credit agencies. Upon request, you will inform me whether a report was requested and provide me with the name and address of the credit-reporting agency that furnished the report. Negative credit information may be submitted to a credit-reporting agency if I fail to fulfill the terms of my credit obligations.

**f. Disclosure of Account Information to Third Parties.** Consistent with your Privacy Statement, you and your agents are specifically authorized to disclose information about my Accounts and me to third parties.

**g. Trusted Contact Authorization.** If I elect to provide Trusted Contact information to you, you are authorized to communicate, verbally and in writing, with the Trusted Contact Person(s) named on the applicable Trusted Contact Authorization Form, or by other such means as I may provide Trusted Contact information to you.

**e. 賬戶證券的權利、條款和義務。** 除非應適用規則要求，您沒有義務通知我任何關於我的證券倉位的事件，如果沒有我的具體指示，您也沒有義務代表我就此類事件採取任何行動。我有責任知悉我賬戶中證券的權利、條款、和義務，并監控涉及我證券倉位或我有意下訂單證券所發生的事件。

**5. 隱私和保密**

**a. 隱私。** 您將採取合理措施保護您擁有的有關我的賬戶和我的信息的隱私和機密性。您的隱私聲明說明您如何收集和保護我的信息。隱私聲明已被納入本協議用于參考。

**b. 賬戶號碼、個人辨識碼(PIN)、密碼。** 我將收到一個密碼和或個人辨識碼(泛稱PIN)，使我以電子方式使用我的賬戶。賬戶號碼、用戶 ID 和 PIN 是機密的，我對它們的機密性、保護和使用負責。受約于德美利證券資產保護保證(TD Ameritrade Asset Protection Guarantee)，我同意對我賬戶的所有活動負責。您可相信，無論有或沒有書面指示，我已授權在我賬戶號碼、PIN 下所收到的任何訂單或指示，或啟動電子轉移資金。

**c. 德美利證券資產保護保證。** 如果我因沒有授權的活動，賬戶損失現金或證券，您將返還我損失的現金或證券。如果您決定不是由于我的失誤，非授權活動造成損失，您承諾給我這個保護。如果我做這五項，您承諾給我這個保護：(1) 保管和保密個人辨識資料和賬戶資料，因為與其他人分享我的密碼、PIN、密碼問題的答案或其它身份驗證方式意味著我授權他們在我的賬戶採取行動；(2) 使用訪問我的賬戶所需的標準安全功能（這些功能可能會隨時間而變化），包括使用多因素身份驗證。(3) 始終給您我的最新聯絡資料，包括我的電子郵件地址和電話號碼，若有可疑欺詐，您可聯絡我；(4) 根據本協議經常檢查我的賬戶和及時查看我的對賬單，并立即向您報告任何可疑或未授權活動；以及(5) 如果我賬戶的密碼信息有可能已泄露，我將應您的要求採取行動，并配合任何調查。我同意未授權活動不包括任何我、投資顧問或家庭成員或其它我允許使用我的賬戶或我的賬戶資料作任何用途的活動，如交易證券、開支票、或取款或轉移，採取或應我要求採取的行動或交易。

**d. 電話對話和電子通訊。** 您可錄製和監控與我的任何電話、錄像、或電子通訊。

**e. 信用報告。** 我授權您索取我的信用報告以核證我的信用能力，并向信用評級公司提供資料。根據要求，您將通知我是否有要求報告，并向我提供製作報告的信用評級公司的名稱和地址。如果我不能履行我的信用義務條款，您可向信用評級公司遞交負面的信用資料。

**f. 向第三者披露賬戶資料。** 與您的隱私聲明一致，您和您的代理被特別授權向第三者披露有關我賬戶和我的資料。

**g. 可信聯絡人授權。** 如果我選擇向您提供可信聯絡人授權，您被授權向相關可信聯絡人授權表格所列的可信聯絡人以口頭和書面，或以其它我提供您可信聯絡人資料的方式聯絡。

I understand that any communication with the Trusted Contact Person(s) may include information about any of the Account Owners, the account for which the Trusted Contact information was provided, any other accounts at TD Ameritrade in which any of the Account Owners has an interest, or any other information the Account Owners may have provided to TD Ameritrade.

I understand that you may contact the Trusted Contact Person(s) for the following reasons: (1) if there are questions or concerns about my whereabouts or health status; (2) if you suspect that I may be a victim of fraud or financial exploitation; (3) if you suspect that I might no longer be able to handle my financial affairs; (4) to confirm the identity of any legal guardian, executor, trustee, authorized trader, or holder of a power of attorney; or (5) if you have any other concerns or are unable to contact me about my Account(s) held with you. If my Account is an Entity or other Non-natural person Account, you may also contact any Authorized Agent named on the Account for the foregoing reasons.

I further agree that: (1) the Trusted Contact Authorization does not impose any obligation that you communicate with my Trusted Contact Person(s); (2) the Trusted Contact Authorization does not authorize the Trusted Contact Person(s) to make any investment decisions or transact any business with you on my behalf; (3) the Trusted Contact Authorization is optional and I may change or withdraw it at any time by notifying you in writing; (4) all named Trusted Contact Person(s) are 18 years of age or older; (5) if there are multiple Account Owners, you are authorized to follow the instructions of any one or more Account Owners in adding a Trusted Contact, and you will not be held liable for information shared with a Trusted Contact, without regard to which Account Owner(s) authorized the addition of the Trusted Contact; and (6) you are released and discharged from all claims, causes of action, damages, losses, expenses, costs, and liabilities of any kind that may arise out of, relate to, or are in connection with the release of, or failure to release, personal and/or account information to the Trusted Contact Person(s).

## 6. CLIENT COMMUNICATIONS

**a. Addresses.** You may send communications to the mailing address, email, telephone number, or facsimile number that I provide. You also may deliver information verbally or via the Secure Message Center on your website. Communications shall be deemed delivered to me whether or not I actually receive them.

**b. Electronic Signatures.** My use of electronic signatures to sign your documents legally binds me in the same manner as if I had manually signed. The use of an electronic version of these documents fully satisfies any requirement that they be provided to me in writing. If I sign electronically, I represent that I have the ability to access and retain a record of the documents. I am responsible for understanding these documents and agree to conduct business with you by electronic means. I am obliged to review periodically the websites for changes or modifications.

**c. Consent.** By consenting to the electronic delivery of all information relating to my Account, I authorize you to deliver all communications to me by the following means: (1) by email at the email address specified by me; (2) by posting the communication on the websites or other sites on the Internet where the communication can be read and printed; (3) by sending me an email that includes a hyperlink to the websites or an address on the Internet where the information is posted, and can be read and printed; and (4) by sending me a notice that directs me to an address on the Internet or a place within the websites where the communication is posted and from which it can be read and printed. Such delivery will be an effective delivery to me for the purpose of any Applicable Rules whether or not I access or review the communication. Although I consent to electronic delivery, you may elect to deliver communications by other means which shall not affect my consent. I will notify you of any change in my address. I may revoke my consent to electronic delivery of communications and receive documents on paper. You have a reasonable period to effect such a change and may charge a reasonable fee for sending paper copies.

我知道與可信聯絡人的通訊可包括任何賬戶持有人的資料、為可信聯絡人提供的賬戶資料、任何其它賬戶持有人有權益的任何其它德美利證券賬戶的資料、或其它賬戶持有人向德美利證券提供的任何其它資料。

我知道您可基于以下原因聯絡可信聯絡人：(1) 如果對我的所在或健康狀況有任何問題或擔憂；(2) 如果您懷疑我可能是欺騙或財務剝削的受害者；(3) 如果您懷疑我可能不再有能力處理我的財務；(4) 確認任何合法監護人、執行人、信託人、授權交易者、或授權人的身份；或 (5) 如果您有任何其他問題或無法就我的賬戶事宜聯絡上我。如果我的賬戶是實體或其他非自然人賬戶，您也可以出于上述原因聯繫賬戶上指定的任何授權代理人。

我另外同意：(1) 可信聯絡授權不強加任何您與我的可信聯絡人通訊的義務；(2) 可信聯絡授權不授權可信聯絡人作任何投資決定或代我與您作任何業務交易；(3) 可信聯絡授權不是必選的，且我可隨時以書面通知您更改或退出；(4) 所有列名的可信聯絡人為 18 歲或以上；(5) 如果有多個賬戶持有人，您將有權按照任何一個或多個賬戶持有人的指示添加可信聯絡人，并且無論是哪個賬戶持有人授權添加的可信聯絡人，您將無需對可信聯絡人共享的信息承擔任何責任；且 (6) 您被免除所有因向可信聯絡人透露或不能透露個人和或賬戶資訊而可能引起、關係到或牽涉到的索賠、行動理由、損害、虧損、開支、成本和任何型式的責任。

## 6. 客戶通訊

**a. 地址。** 您可向我提供的郵寄地址、電郵、電話號碼或傳真號碼發送通訊，您亦可以口頭或通過您網站的安全訊息中心遞送訊息。不管我是否真正收到，通訊被視作已向我遞送。

**b. 電子簽名。** 我使用電子簽名簽署您的文件在法律上如同我親筆簽名一樣約束我。使用這些文件的電子版本完全滿足以書面向我提供的任何要求。如果我電子簽署，我表明我有能力連接和保存文件記錄。我有責任瞭解這些文件并同意與您通過電子方式與您進行業務往來。我有義務定期查閱網站看變更或修正。

**c. 許可。** 就同意以電子遞送有關我賬戶的所有訊息，我授權您通過以下方式向我遞送所有訊息：(1) 電郵至我指定的電郵地址；(2) 網站發布通訊或在其它可以閱讀和打印的網絡地址；和(3) 發送電郵給我，它包含一個引導我訪問的網站鏈接或地址，在那裏有發布通訊可供閱讀和打印。(4) 發送給我的電子郵件中包含網站的鏈接或互聯網上發布信息的地址，并且可以閱讀和打印。無論我是否連接或查看通訊，此類遞送在任何適用規則下將對我而言是有效的遞送。雖然我同意電子轉遞，您可以選擇以其它方式遞送通訊，這不影響我的許可。我將通知您任何地址變更。我可取消電子遞送通訊的許可，并收取書面文件。您有合理時間作出更改，并对郵寄書面印本收取合理的費用。

**d. Equipment.** If I agree to electronic delivery, I must have a computer with Internet access, an email address, and the ability to download and save or print communications to retain for my records. I am responsible for obtaining and maintaining all equipment and services required for online access of my Account.

## 7. ELECTRONIC SERVICES

**a. Availability.** You do not guarantee that any media will be available to me at a particular time. Access to the websites may be limited or unavailable during periods of peak demand, market volatility, system upgrades, or other reasons.

You reserve the right to suspend and deny access to the Services, without prior notice or for any reason. I recognize that Account activity may be conducted through several different media (for example, Interactive Voice Response phone system [IVR] and phone); and if a certain medium is not available, I will use another medium to conduct Account activity. You will not be liable for the unavailability, delay, or failure of any of the media at any particular time or for the accessibility of, transmission quality, outages to, or malfunction of any telephone circuits, computer system, or software.

**b. Use of Services.** I will use the Services for lawful purposes, for my personal and noncommercial use, and as permitted by this Agreement. I will not transmit through the websites any material that violates or infringes in any way upon the rights of others or would encourage conduct that may give rise to civil or criminal liability. I will not modify, copy, publish, transmit, license, participate in the transfer or sale of, reproduce, create derivative works from, distribute, redistribute, display, or in any way exploit the Services. I will not upload, post, decompile, reverse engineer, disassemble, modify, copy, distribute, transmit, reproduce, republish, license, display, sell or transfer, or create derivative products from the Services. Software accessed on the websites is subject to U.S. export controls and may not be downloaded by any person prohibited from doing so by Applicable Rules.

I may download software on a single computer for personal, noncommercial use, provided I keep intact all copyright and other proprietary notices. You and Third-Party Providers reserve the right to revise, modify, change, upgrade, suspend, impose limitations or restrictions on, deny access to, remove, or discontinue the Services at any time without prior notice. Third-Party Providers may enforce this Agreement against me and take action against me for my breach of this Agreement. I further acknowledge that I am subject to any agreements for the receipt and use of real time market data as distributed by the Securities Information Processors, such as those agreements governing subscriber use published at CTApian.com.

**c. Limitation of Liability.** The Services are provided "as is" and "as available." You, your affiliates, the Third-Party Providers and their respective licensors, employees, distributors, or agents make no representations with respect to the system and expressly disclaim all warranties. Subject to Applicable Rules, in no event will you, your affiliates, the Third-Party Providers or their respective licensors, employees, distributors, or agents be liable to me or any third party for any direct, indirect, incidental, special, punitive, or consequential losses or damages of any kind with respect to the Services.

I am solely responsible for my investment research, and neither you nor any Third-Party Provider make any representations, warranties, or other guarantees as to the accuracy or timeliness of any market data; nor do you or any Third-Party Provider make any representations, warranties, or other guarantees as to the present or future value or suitability of any sale, trade, or other transaction involving any particular security or any other investment.

**d. 設備。** 如果我同意電子遞送，我必須有可以上網的電腦、電郵地址、和有能力下載、儲存或打印通訊作個人記錄。我有責任取得和維護所有上網使用我賬戶的設備和服務。

## 7. 電子服務

**a. 可用性。** 您不保證所有媒體在特定時間可供我使用。在需求高峰、市場波動、系統更新、或其它原因期間，使用網站可能受到限制或不能使用。

您保留不事先通知或作任何理由，暫停或拒絕使用服務的權利。我知道賬戶活動可通過不同的媒體(如電話通系統 [IVR] 和電話)進行，並如果某些媒介不能使用，我將使用其它媒介進行賬戶活動，您不就在任何時間不可使用、延遲、或任何媒體失靈，或就使用、傳輸品質、中斷、或電話綫路、電腦系統或軟件失靈負責。

**b. 服務使用。** 受本協議允許，我以合法、個人和非商業用途使用服務。我將不會通過網站傳輸任何形式違反或侵犯他人權利，或鼓勵導致民事或刑事責任行為的材料。我將不會修改、翻印、發布、傳送、授權、參與轉移、或銷售、複製、製造衍生產品、分發、再分發、展示或以任何型式利用服務。我將不上載、發布、解碼、逆向工程、反彙編、修改、複製、分發、傳播、複製、再版、許可、展示、出售或轉讓，或從服務中創建衍生產品。使用網站上的軟件受到美國出口管制，適用規則所禁止的任何人不可下載。

我可在一台電腦下載軟件作個人、非商業使用，只要我完好保持所有版權及其它獨家的通知。您及第三方供應商保留隨時不作事先通知，就修正、修改、更改、更新、暫停、施加限制或限制、拒絕使用、刪除或中斷服務的權利。第三方供應商可能會就我違反此協議對我強制執行此協議或對我採取行動。我進一步承認，我要遵守由證券信息處理方發布的接收和使用實時市場數據的任何協議，例如，發布在CTApian.com 上有關使用訂戶的協議。

**c. 有限責任。** 所提供服務為“現狀”和“現有”。您、您的附屬公司、第三方供應商及他們各自的授權者、雇員、分銷商、或代理都不對系統做任何表示，並明示放棄所有保證。根據適用規則，您、您的附屬公司、第三方供應商、或各自的授權者、雇員、分銷商、或代理，絕不會對我或任何第三方就服務的任何直接、間接、意外、特殊、懲罰性、或間接虧損或任何型式的損害負責。

我獨自負責我的投資研究，並您或任何第三方供應商不會對準確性或市場數據的及時性作出任何聲明、保證、或其它保證。您或任何第三方對現在或將來價值或出售、交易或其它涉及某一證券或任何其它投資的適當性作出聲明、保證、或其它保證。

**d. Intellectual Property.** My use of the Services will not confer any title, ownership interest, or intellectual property rights to me. The Services are protected under U.S. patent, copyright laws, international treaties or conventions and other laws, and will remain the exclusive property of you or Third-Party Providers. Company names, logos, and all related product and service names, design marks, and slogans of you or your affiliates or any Third-Party Provider are the property of the respective company. I am not authorized to use any such name or mark in any advertising, for publicity, or in any other commercial manner.

**e. Cookies.** You use cookies on websites and my browser will need to accept all cookies for it to perform fully. Certain features of the websites may also require the acceptance of cookies.

**f. Hyperlinks.** The websites may include hyperlinks to websites, owned or operated by affiliated or unaffiliated third parties. Neither you nor Third-Party Providers are responsible for the content or availability of such other websites, and shall not be responsible or liable for any loss in connection with reliance on such sites.

## 8. BROKERAGE SERVICES

**a. Order Routing and Executions.** Unless I specify the market for execution, you decide where to route my orders for execution. You consider a wide variety of factors in determining where to direct my orders, such as execution price, opportunities for price improvement (which is when an order is executed at a price that is more favorable than the displayed national best bid or offer), market depth, order size and trading characteristics of the security, efficient and reliable order handling systems and market center service levels, speed, efficiency, accuracy of executions, and the cost of executing orders at a market. If I instruct you to route my order to a particular market for execution ("Direct Routing"), and you accept my order and instruction, you are not required to make a best execution determination beyond executing the order promptly and in accordance with the terms of my order. Instructions to direct my order to certain market centers could incur additional fees.

**b. Deposit and Order Refusal; Account Restrictions.** You reserve the right not to accept the deposit of funds or particular securities into my Account and may refuse any of my orders. You also reserve the right to place trading, disbursement, and other restrictions on my Account. You may restrict my Account from withdrawals or trading if there is a reasonable suspicion of fraud, diminished capacity, inappropriate activity, or if you receive reasonable notice that the ownership of some or all of the assets in my Account is in dispute. I will not hold you liable for any loss I may incur due to your refusal to permit any deposit, withdrawal, or transaction.

**c. Trade Execution and Price.** You route orders to markets for prompt execution in view of prevailing market conditions, but there can be delays in the processing of orders. I understand and agree with the following:

- The quoted price may not reflect the trading activity from all markets.
- High volumes of trading at the market open or intraday may cause delays in executions and result in prices significantly different from the price quoted at the time the order was entered.
- Markets may handle orders manually and may reduce size guarantees during periods of volatility, resulting in possible delays in order execution, and losses.
- The execution price I receive may be impacted by numerous factors beyond your control and responsibility, including the type of security, liquidity, and the size of my order. For example, large or "block" orders or orders involving illiquid securities may take additional time to execute and may execute at prices significantly different from the quoted price.

**d. 知識產權。**我對服務的使用不會賦予我任何所有權，所有權權益或知識產權。服務受美國專利、版權法律、國際合約、或慣例及其它法律保護，並將仍是您或第三方提供者的獨家財產。您或您附屬或任何第三方提供者的公司名字、標志、及所有相關產品及服務名字、設計標志、口號是這些公司的財產。我沒有被授權在廣告、公開或任何其它商業行為使用這些名字或標志。

**e. Cookies。**您在網站和我的瀏覽器使用 cookies 將需要接受所有 cookies 進行全面運作，某些網站的功能或要接受 cookies。

**f. 網址連結。**網站或包含連結到、由附屬或非附屬第三方擁有或運作網站的連結，您及第三方供應商都不對在其它這些網站的內容或可用性負責，且不對任何依賴這些網站導致的任何損失承擔責任。

## 8. 經紀服務

**a. 訂單轉送和執行。**除非我指定執行的市場，您決定轉送我的訂單執行的地點。您考慮多方面的因素來決定轉送我的訂單到哪裏，例如執行價格、改善價格的機會(指訂單以比顯示的最佳買方價和賣方價更優惠的價格執行)、市場深度、訂單量、及證券的交易特徵、效率和處理訂單系統的可靠性、市場中心服務水平、速度、效率、執行準確性、和在一個市場執行訂單的成本。如果我指定您轉送我的訂單到某一市場執行(直接傳送)，而您接受我的訂單和指示，除了及時執行訂單并遵照我的訂單條件，您不需要作最好的執行決定。指示訂單傳送到某一市場中心可能產生額外費用。

**b. 拒絕存款和訂單；賬戶限制。**您保留不接收存入資金或某些證券到我的賬戶，及可拒絕我任何的訂單的權利。您亦保留對我的賬戶施加交易、支付、及其它限制的權利。如果有合理懷疑欺詐、力有不逮、不適當活動、或如果您收到合理通知，我賬戶的部份或所有資產擁有權存在爭議，您可限制我的賬戶提款或交易。我將不要您因您拒絕任何存款、提款或交易對我造成的損失負責。

**c. 交易執行和價格。**您根據當前市場的情況傳送訂單到市場及時執行，但處理訂單過程可有延遲，我明白并同意以下：

- 所報價格或不反映所有市場的交易活動。
- 市場開盤或日中的高交易量可引致延遲執行，并導致價格與輸入訂單時的報價顯著不同。
- 在波動時期，市場或以人工處理訂單并減少量的保證，導致訂單可能執行延遲和虧損。
- 我收到的執行價格可受到多種您不能控制和負責的因素影響，這包括證券種類、流動性、和我的訂單量。例如量大“大塊”訂單或流動性不高證券的訂單可能需要多一點時間執行，并且執行的價格與報價差距很大。

- The execution of market and stop-market orders may be at a price significantly different from the quoted price of that security. Limit orders will be executed only at a specified price or better, but there is the possibility that the order will not be executed.
- Securities traded in over-the-counter bulletin board and pink sheet securities and other thinly traded securities present particular trading risks in that they are often more volatile and generally less liquid than securities traded on exchanges. You reserve the right to place restrictions on the trading of such securities without prior notice.
- I may suffer market losses during periods of volatility in the price and volume of a particular stock when systems issues result in an inability to place buy or sell orders.
- 市價和止損市價單的執行價格可能大幅偏離該證券的報價。限價單將只能以特定的價格或更好的價格執行，但有可能訂單不被執行。
- 在場外布告欄交易的證券、粉紅單證券及其它交易量少的證券擁有特定的交易風險，因為它們通常比在交易所交易的證券更加波動而且一般流通性不高。您保留不事先通知對交易這些證券施加限制的權利。
- 當系統問題導致不能下買入或賣出訂單，我可能在一股票的價格和交易波動期間蒙受市場損失。

**d. Payment for Order Flow.** You may receive remuneration from markets for directing orders to them. The source and amount of these payments are available upon written request. Markets may act as principals to buy, sell or hold securities for their own accounts, and they may make money when executing your trade.

Rule 607 of Regulation NMS requires broker-dealers to disclose, upon opening a new customer account and on an annual basis thereafter: (i) its policies regarding receipt of payment for order flow, including a statement as to whether any payment for order flow is received for routing customer orders and a detailed description of the nature of the compensation received; and (ii) its policies for determining where to route customer orders that are the subject of payment for order flow absent specific instructions.

The firm receives compensation for directing listed and OTC securities, and options order flow to selected market centers (e.g., broker dealers, exchanges and alternative trading systems) for execution. Compensation generally is in the form of a per share or per contract cash payment. The potential for receipt of order flow payment is not a factor in the routing determination. TD Ameritrade also may receive compensation related to the foreign currency exchange component of transactions in foreign securities from market centers executing such trades. In accordance with SEC Rule 606, TD Ameritrade posts quarterly reports that detail the material market centers to which TD Ameritrade routes orders in NMS Securities and TD Ameritrade's material relationships with those market centers. This report is made available at [www.tdameritrade.com/historical-606-disclosure.page](http://www.tdameritrade.com/historical-606-disclosure.page) or in written form upon request. As required under SEC Rule 606(b)(1), on request, TD Ameritrade will provide the identity of the market center to which your orders were routed for execution in the six months prior to the request, whether the orders were directed orders or non-directed orders, and the time of the executions, if any, that resulted from such orders. This applies to both held and not held order flow.

TD Ameritrade regularly assesses the execution quality provided by the market centers to which we route order flow in seeking best execution for our clients. For non-directed client orders, it is our policy to route orders to market centers based on a number of factors that are more fully discussed in the Supplemental Materials of FINRA Rule 5310, including where applicable, but not necessarily limited to, speed of execution, price improvement opportunities, differences in price disimprovement, likelihood of executions, the marketability of the order, size guarantees, service levels and support, the reliability of order handling systems, customer needs and expectations, transaction costs and whether the firm will receive remuneration for routing order flow to such market centers. Price improvement occurs when an order is executed at a price that is more favorable than the displayed national best bid or offer.

**d. 訂單流動付款。** 您可能收到來自市場的、作為傳送訂單給他們的報酬。這些付款的來源和數量可應書面要求提供。市場可為他們自己的賬戶作為主委托人買、賣或持有證券，而且他們在當執行您的交易時賺錢。

NMS規則607條例要求經紀交易商在開設新客戶賬戶時及其後的每年披露：(i) 其關於接收訂單流動付款的政策，包括關於是否收到用於傳送客戶訂單的為訂單流動而付款的聲明，以及收到補償金性質的詳細說明；(ii) 在沒有具體說明訂單流動付款方的情況下，用於確定客戶訂單傳送至哪裏的規定。

公司通過指示上市證券和場外交易證券而獲得報酬，且期權訂單流向選定的市場中心（例如，經紀交易商、交易所和替代交易系統）執行。報酬通常為每股或每張合約現金支付的形式。接收訂單流動付款的可能性不是確定傳送的因素。德美利證券還可從執行此類交易的市場中心獲得與外國證券交易中的外匯兌換部分獲得報酬。根據SEC規則606條例，德美利證券會發布季度報告，其中詳細闡明德美利證券在NMS證券中將訂單傳遞所至材料市場中心的信息，以及德美利證券與這些市場中心的物質關係。該報告可以在[www.tdameritrade.com/historical-606-disclosure.page](http://www.tdameritrade.com/historical-606-disclosure.page)上獲得，也可以通過書面形式索取。根據SEC規則606(b)(1)的要求，根據要求，德美利證券將在您提出請求之前的六個月內提供您的訂單要執行到的市場中心的身分，無論這些訂單是指示訂單還是非指示訂單，以及執行此類訂單導致的執行時間（如果有）。這適用於保留訂單流和非保留訂單流。

德美利證券會定期評估由市場中心提供的執行質量，我們會將訂單流傳送到這些我們找到的客戶最佳執行的市場中心。對於非指示客戶訂單，我們的規則是根據FINRA規則5310補充材料中更詳細討論的諸多因素將訂單傳送到市場中心，包括在適用情況下（但不一定限于）的執行速度、價格改善機會、價格調整差異、執行的可能性、訂單的適銷性、數量保證、服務水平和支持、訂單處理系統的可靠性、客戶需求和期待值、交易成本以及公司是否將收取將訂單流傳送到此類市場中心的報酬。當訂單的執行價格比顯示的國家最佳買方價或賣方價更優惠的時，價格將改善。



**e. Payment for Transactions.** All orders that I authorize will be processed with the understanding that I will pay for any purchase and deliver certificates to cover all sales on or before the settlement date. All sell orders that I place will be for securities that I own (“long”) and in deliverable form at the time I place the order, unless I inform you otherwise.

You reserve the right to require full payment, or an acceptable equity deposit, prior to the acceptance of any order. I will have the required cash, available funds, or equity in my Account prior to the execution and/or settlement of a purchase or short sale transaction, and the required securities in my Account prior to the execution and/or settlement of a long sale. If I do not have sufficient funds or securities in my Account, you have the right to liquidate or buy in securities at my expense, and I will be responsible for any cost or loss.

**f. Payment of Indebtedness Upon Demand.** If I incur and indebtedness in an account held with one of your affiliates, such as Charles Schwab Futures and Forex LLC., I understand and acknowledge that you and your affiliates may decide to transfer my indebtedness to my Account. Subject to Applicable Law, I will be liable for the payment upon your demand of any obligations owing in my Account, including the reasonable costs incurred in collecting such amounts.

**g. Security for Indebtedness.** I consent to you having a continuing security interest in, right of set-off to and lien on all securities, cash, investment property, and other property in my Account (“Collateral”). Subject to Applicable Rules, and without prior notice to me, you may sell or transfer the Collateral to satisfy my obligations. You also have the discretion to determine which securities and other properties are to be sold and which contracts are to be closed. You have all the rights of a secured party under the Uniform Commercial Code.

**h. Short Sales.** I will designate any sell order as a “short” sale if at the time I place the order I do not own the security I intend to sell or am unable to deliver the security before settlement. All short sales will be executed in a Margin Account.

**i. Mutual Funds and ETFs.** I authorize you to custody mutual fund holdings that I purchase directly through you. When purchasing a mutual fund, I acknowledge that I have received and read the fund prospectus. Mutual fund purchases may be subject to investment minimums, eligibility and other restrictions, as well as charges and expenses. Certain money market funds may impose liquidity fees and redemption gates in certain circumstances.

Some mutual funds sold through you impose a charge on the purchase of shares, called a “sales load.” I may be able to purchase mutual fund shares through you without paying a front-end sales load, but I may be charged a fee, called a “contingent deferred sales charge,” when I sell or redeem my shares. You may receive part or the entire sales load.

As discussed in the prospectus, some mutual funds agree to waive or reduce front-end sales loads for purchases over certain amounts. I am responsible for determining and obtaining any waivers, breakpoints, or providing you with sufficient information to assist me in obtaining such.

**e. 交易付款。**我授權的所有訂單是我瞭解到我將在清算日或之前，支付任何購買和送交證書以平掉銷售下被處理。我下的所有賣出訂單在我下訂單時，將是我持有的證券，且在可送交的狀況，除非我另外通知您。

您保留在接受任何訂單前，要求全額支付或可接受存入淨資產的權利。我將在購買或賣空交易執行和/或結算前，在我的賬戶內持有所要求的現金、可動用資金或淨資產，以及在我的賬戶內有所要求的證券。如果我賬戶內沒有足夠資金或證券，您有權在我支付花費下清倉或買入證券，而我要負責任何的成本或虧損。

**f. 應要求償還欠債。**如果我在您關聯公司（例如Charles Schwab Futures and Forex LLC.）所持的賬戶中產生了欠債，我理解并承認您和您的關聯公司可能決定將我的債務轉移到我的賬戶。根據適用法律，我將應您要求，對我賬戶所欠任何債務付款，包括在追收這些款項產生的合理成本。

**g. 債務擔保。**我允許您對我賬戶中所有證券、現金、投資財產及其它財產擁有持續權益、抵消權和留置權(抵押)。根據適用規則，和不事先通知我，您可賣出或轉移抵押品來履行我的義務。您還可自行決定出售哪些證券或其它財產，以及平倉那些合約。您擁有《統一商業法典》(Uniform Commercial Code) 下受保障方的所有權利。

**h. 賣空。**如果在我下訂單之時，我沒有持有我有意賣出或在結算前不能交付證券，我將指定任何賣出訂單為“賣空”銷售。所有賣空銷售將在融資融券賬戶執行。

**i. 共同基金和ETF。**我授權您監管我直接通過您購買的共同基金。購買共同基金時，我知悉我已收到并閱讀共同基金公開說明書。購買共同基金可有最低投資要求、資格和其他限制，還可能有費用和開支。在某些情況下，某些貨幣市場基金可能會徵收流動費和實施贖回限制。

而部份通過您出售的共同基金可對購買的股份收取費用，名為“銷售費”(sales load)。我可通過您購買共同基金股份而不付預付銷售費(front-end sales load)，但我可被收取費用，名為“有條件遞減銷售費用”(contingent deferred sales charge)。當我出售或贖回我的股份，您可收取部份或所有的銷售費。

如公開說明書所述，一些共同基金同意減免對於購買超出指定數量基金的預付銷售費。我有責任決定并取得任何費用免除、臨界點折扣，或向您提供充足的、幫助我取得此類優惠的資料。

You may receive remuneration from fund companies, including, those participating in your no-load, no-transaction-fee program, for record-keeping, shareholder services, and other administrative and distribution services. The amount of your remuneration for these services is based in part on the amount of investments in such funds by your clients. Some mutual funds impose a distribution or service fee known as a "12b-1 fee." You may receive the 12b-1 fees in connection with my investment in such fund's shares. If I invest online in no-transaction-fee mutual funds ("NTF funds") directly through you, I will not pay a transaction fee. I also may be able to purchase mutual funds directly from the fund's distributor or underwriter without incurring a transaction fee. You receive remuneration from fund companies participating in the NTF fund program. NTF funds have other fees and expenses that apply to continued investment in the fund that are described in the prospectus. TD Ameritrade receives remuneration from certain ETFs (exchange-traded funds) that participate in commission-free ETF program for shareholder, administrative, and other services.

**j. Cash Features Program.** The Cash Features Program is a service you provide that permits uninvested funds, or "free credit balances," in my Account to earn income until I decide how to invest the funds in a longer-term investment. My uninvested funds may earn interest through available alternatives, which are referred to as "Features." The Feature I select, or where applicable the Feature assigned to my Account, is referred to as the "Designated Feature." I understand that I may not be eligible for some Features.

The Features available in the Cash Features Program include "sweep vehicles" ("Sweep Vehicles") into which my funds are automatically deposited or invested (i.e., swept). Currently, the Sweep Vehicles available are the TD Ameritrade FDIC Insured Deposit Account ("IDA") Feature and the money market fund Feature. Certain eligibility requirements currently apply to each of the IDA Feature and the money market fund Feature.

My Account may not be eligible for the IDA Feature. I must maintain assets in my Account with a minimum market value of \$50,000 ("Minimum Account Value") to be eligible for the IDA Feature. The Minimum Account Value requirement will be applied separately to each of my Accounts. If my Designated Feature is the IDA Feature, you may at any time determine that the value of assets in my Account is below the Minimum Account Value and you may provide me with written notice that my Designated Feature will be changed to the TD Ameritrade Cash Feature. I will be provided with an opportunity to meet the Minimum Account Value by a date specified in the written notice to retain the IDA Feature for my Account. If I no longer qualify for the IDA Feature, my funds will be withdrawn from the Program Banks (as defined below) in the IDA Feature and will be held in my Account in the TD Ameritrade Cash Feature. I understand and acknowledge that there may be benefits to TD Ameritrade, the Program Banks, or both, from withdrawing my funds from the IDA Feature and holding them through the TD Ameritrade Cash Feature.

At any time, you may impose new eligibility criteria, change existing eligibility criteria, or replace the Sweep Vehicles available to me. You may, in your discretion, grant exceptions to your eligibility criteria to one or more customers without granting such exceptions to me. You may also change the terms and conditions of any Sweep Vehicle at any time. You will give me advance notice of any such change in the Sweep Vehicles. I understand that if I am no longer eligible for my then-current Sweep Vehicle, upon prior notice, you may withdraw or redeem my funds or shares from that Sweep Vehicle and invest or deposit the proceeds in the replacement Designated Feature described in the notice. My Account will be subject to the terms and conditions of my new Designated Feature.

Through the Cash Features Program, you also provide the TD Ameritrade Cash Feature, in which uninvested funds in my Account will remain in my Account and earn interest paid by TD Ameritrade. My funds in the TD Ameritrade Cash Feature are covered by the SIPC within applicable limits, as further described in the Client Agreement.

您可從基金公司，包括那些參與您無銷售費、無交易費(NTF)計劃的基金公司獲取就提供記錄、股東服務和其他行政與分銷服務的報酬。這些服務的報酬金額部分取決於您的客戶對此類資金的投資金額。部份基金收取分銷或服務費，又名“12b-1”費用。您可對我投資在這些基金的股份收取“12b-1”費用。如果我用網絡直接通過您投資無交易費共同基金(“NTF基金”)，我將不會支付交易費用。我亦可直接通過基金分銷商或承銷商購買共同基金而不產生交易費用。您就參與 NTF 基金計劃從基金公司收取報酬。NTF 基金有向持續投資其基金收取其它費用和開支，這在公開說明書中有所描述。德美利證券從某些 ETF(交易所交易基金)就免備金 ETF 計劃收取參與股東、管理和其他服務的報酬。

**j. 現金功能計劃。** 現金功能計劃是您提供的一項服務，即在我做出如何將資金用於長期投資的決定之前，允許將我賬戶中未投資的資金或“免費信用餘額”賺取收入。我的未投資資金可能會通過可用的替代方案賺取利息，這些替代方案被稱為“功能”。我選擇的功能，或分配給我賬戶的適用功能，被稱為“指定功能”。我瞭解我可能不符合某些功能的資格。

現金功能計劃中可用的功能包括“轉存”工具(“Sweep Vehicles”)，我的資金會自動存入或投資(即轉存)。目前，可用的轉存工具是德美利證券FDIC保險存款賬戶(“IDA”)功能和貨幣市場基金功能。目前每個IDA功能和貨幣市場基金功能都需符合某些資格要求。

我的賬戶可能不符合IDA功能的資格。我必須在我的賬戶中維持最低市值為50,000美元(“最低賬戶價值”)的資產才有資格獲得IDA功能。最低賬戶價值要求將分別應用於我的每個賬戶。如果我指定的功能是IDA功能，您可以隨時確定我賬戶中的資產價值是否低於最低賬戶價值，並且您可以書面通知我，我指定的功能將更改為德美利證券現金功能。書面通知中將指定具體寬限期，讓我有機會在該日期前滿足最低賬戶價值，以便保留我賬戶中的IDA功能。如果我不再符合IDA功能的資格，我的資金將從IDA功能中的計劃銀行(定義見下文)中提取，並將保存在我德美利證券現金功能中的賬戶中。我理解並承認，從IDA功能提取我的資金並將其保存在德美利證券現金功能中，可能對德美利證券、計劃銀行或兩者都有好處。

您可以隨時施加新的資格標準、更改現有的資格標準或更換我可用的轉存工具。您可以自行決定對一位或多位客戶授予免除資格標準的例外情況，而不必授予我此類例外。您也可以隨時更改轉存工具的任何條款與規定。您將提前通知我轉存工具的任何此類更改。我瞭解，如果我不再符合使用我當時轉存工具的資格，在事先通知的情況下，您可以從該轉存工具中提取或贖回我的資金或股份，並將賣出所得投資或存入通知中所述的替代指定功能中。我的賬戶將接受新指定功能的條款與規定的約束。

通過現金功能計劃，您還提供了德美利證券的現金功能，即我賬戶中未投資的資金將保留在我的賬戶中，並賺取德美利證券支付的利息。我在德美利證券現金功能中的資金在適用限額內由SIPC承保，詳情請見客戶協議。

The TD Ameritrade Cash Feature is the only Feature available to customers who reside outside the United States of America and its Territories. If my Designated Feature is the IDA Feature and I either reside or move outside the United States of America and its Territories, I understand that TD Ameritrade will, upon 30-days written notice, change my Designated Feature to TD Ameritrade Cash and my funds in the Deposit Accounts at the Program Banks in the IDA Feature will be withdrawn and placed in my Account in the TD Ameritrade Cash Feature.

If I am eligible for more than one Feature, I may instruct you to change my Designated Feature at any time to another of the Features for which I am eligible, and acknowledge that upon such instruction you may withdraw or redeem my funds or shares from my Designated Feature, as applicable, and transfer such balances to the new Designated Feature.

Proceeds from the sale of securities in my Account will be placed in my Designated Feature following settlement. The proceeds of any checks that I deposit to my Account will be placed in my Designated Feature on the Business Day after receipt by you and will begin earning dividends or interest on that day. Access may be withheld for up to four Business Days to assure that such checks have not been returned unpaid.

I acknowledge that you will automatically withdraw or redeem my funds or shares maintained in a Designated Feature to satisfy my obligations in my Account. I authorize you to select and use agents as you deem appropriate. Fees relating to each Feature will vary depending on the Feature. No portion of these fees will reduce or offset the fees otherwise due to you unless required by Applicable Rules.

If my Designated Feature is a Sweep Vehicle, and my Account is flagged as a "Pattern Day Trader," you may change my Designated Feature to TD Ameritrade Cash.

Each of the three Features is described below.

**1. TD Ameritrade FDIC Insured Deposit Account.** Through the IDA Feature, the available cash in my Account will be automatically deposited into an interest-bearing money market deposit account ("Deposit Account") at one or more banks ("Program Banks"), whose deposits are insured by the FDIC. Certain of the Program Banks include Charles Schwab Bank, SSB; Charles Schwab Premier Bank, SSB; and Charles Schwab Trust Bank, each of which is an affiliate of you. You will maintain a list of the current Program Banks at the following link on your website: [tdameritrade.com/idaprogrambanks](http://tdameritrade.com/idaprogrambanks).

The Deposit Accounts at the Program Banks are held in the name of Clearing as agent for its customers. My funds at each Program Bank will be eligible for FDIC insurance in an amount equal to \$250,000 for principal and accrued interest per depositor in each recognized legal capacity. The IDA has been structured to provide me with access to at least two Program Banks, which may be affiliated or unaffiliated with you, resulting in up to \$500,000 in FDIC insurance per depositor in each recognized legal capacity. Subject to deposit limits pursuant to agreements with the Program Banks, to the extent that my cash is being deposited into more than two Program Banks, it is possible for me to obtain total FDIC insurance in excess of \$500,000 per depositor in each recognized legal capacity.

In addition, you will determine the order of the Program Banks in the IDA for the purposes of accepting deposits based on several factors including, but not limited to, minimum and maximum deposit balances agreed to with a particular Program Bank and the contractual arrangement between you and a particular Program Bank. My deposits swept to Deposit Accounts through the IDA Feature, aggregated with any other of my deposits held at each Program Bank in the same legal capacity, are eligible for FDIC insurance coverage.

Questions about FDIC insurance coverage may be directed to you. Information also may be obtained by contacting the FDIC, by letter (550 17th Street NW, Washington, D.C. 20429), by phone (877-275-3342, 800-925-4618 (TTY)), by email using the FDIC's online Customer Assistance Form, or by accessing the FDIC website at [fdic.gov](http://fdic.gov). Learn more about FDIC coverage by using the FDIC's Electronic Deposit Insurance Estimator at [edie.fdic.gov/](http://edie.fdic.gov/).

My uninvested funds in each of my Accounts will be deposited into a Deposit Account at one or more Program Banks in an amount up to \$247,500 in a Deposit Account at any Program Bank, except for "the Excess Bank" which will receive deposits without limit, even if the amount in the Deposit Account at the Excess Bank exceeds the FDIC insurance available to me. The complete list of Program Banks including "the Excess Bank" is included on your website at [tdameritrade.com/idaprogrambanks](http://tdameritrade.com/idaprogrambanks). I may contact you to determine the list of Program Banks assigned to my Account.

德美利證券現金功能計劃是提供給居住在美國及其領土以外客戶使用的唯一功能。如果我的指定功能是 IDA 功能，並且我居住或遷往美國及其領土以外，我理解德美利證券將在書面通知30 天后將我的指定功能更改為德美利證券現金，並將我 IDA 功能的計劃銀行存款賬戶的資金提出并存入我的德美利證券現金功能賬戶中。

如果我有資格使用多個功能，我可以隨時指示您將我的指定功能更改為我有資格使用的另一功能，並承認根據此類指示，如適用，您可以從我的指定功能中提取或贖回我的資金或股份並將此類餘額轉移到新指定的功能中。

在我的賬戶中賣出證券的所得將在結算後存入我的指定功能。我存入賬戶的任何支票所得將在您收到後的工作日存入我的指定功能，並在該日開始賺取股息或利息。最多四個工作日將被拒絕訪問，以確保此類支票不會跳票。

我承認您將自動提取或贖回我在指定功能中持有的資金或股份，以履行我在我賬戶中的義務。我授權您選擇並使用您認為合適的代理。與每個功能相關的費用將因功能而異。除非適用規則要求，否則這些費用的任何部分都不會減少或抵消應向您支付的費用。

如果我的指定功能是轉存工具，並且我的賬戶被標記為“慣性當日沖銷交易者”(Pattern Day Trader)，您可以將我的指定功能更改為德美利證券現金。

這三個功能中的詳細描述如下：

**1. TD Ameritrade FDIC 保險儲蓄賬戶。** 通過 IDA 功能，我賬戶中的可用現金將自動存入一家或多家銀行（“計劃銀行”）的計息貨幣市場存款賬戶（“存款賬戶”）中，其存款由 FDIC 提供保險。其中三個計劃銀行是 Charles Schwab Bank, SSB; Charles Schwab Premier Bank, SSB; 和 Charles Schwab Trust Bank，皆是您券的附屬公司。您將在您的網站維護當前計劃銀行的列表：[tdameritrade.com/idaprogrambanks](http://tdameritrade.com/idaprogrambanks)。

計劃銀行的存款賬戶是以清算公司的名義作為代理人為其客戶而持有。我在每一個計劃銀行的資金都有資格得到 FDIC 保險，金額為每一個公認的合法賬戶中的每一個儲蓄者的本金和累計利息 \$250,000。銀行轉存計劃為我的每個公認合法賬戶的提供了至少由兩個計劃銀行（可能與您關聯或不關聯），每一個公認的合法賬戶中的每一個儲蓄者的獲得最高 \$500,000 的 FDIC 保險。根據與計劃銀行達成的存款限額，如果我的現金被存入兩個以上計劃銀行，那麼我可能獲取每個公認合法賬戶中每個存款人超過 \$500,000 的 FDIC 保險。

此外，您將確定 IDA 中計劃銀行的順序，以用於根據多種因素接受存款，包括但不僅限於與特定計劃銀行協議商定的最低和最高存款餘額，以及您和特定計劃銀行之間的合同安排。我的存款通過 IDA 功能轉入存款賬戶，連同我在每個計劃銀行以相同法律身份持有的任何其他存款累計總和，將有資格獲得 FDIC 保險。

有關 FDIC 保險的問題可發給您。也可通過寫信給 FDIC (550 17th Street NW, Washington, D.C. 20429)、致電 (877-275-3342, 800-925-4618 (TTY))、或使用 FDIC 的在綫客戶援助表，或訪問 FDIC 網站 [fdic.gov](http://fdic.gov) 來聯繫 FDIC。使用 [edie.fdic.gov/](http://edie.fdic.gov/) 上的 FDIC 電子存款保險評估工具瞭解有關 FDIC 承保範圍的更多信息。

我每個賬戶中的未投資資金將存入一個或多個計劃銀行的賬戶中，在任何計劃銀行的存款賬戶中的金額最高為 247,500 美元，“超額銀行”(Excess Bank) 除外，該銀行收取存款無限制，即使超額銀行的存款賬戶中的金額超過我可以獲得 FDIC 保險。包括“超額銀行”在內的計劃銀行的完整列表包含在您的網站 [tdameritrade.com/idaprogrambanks](http://tdameritrade.com/idaprogrambanks) 上。我可能會與您聯繫以確定分配給我的賬戶的計劃銀行列表。

Any deposits (including certificates of deposit) that I maintain in the same insurable capacity directly with a Program Bank, or through an intermediary (such as you or another broker), will be aggregated with deposits in my IDA at such Program Bank for purposes of determining my maximum FDIC insurance amount. I am responsible for monitoring the total amount of deposits that I maintain at the Program Banks to determine the extent of FDIC coverage available to me. I acknowledge that Deposit Accounts constitute obligations of the Program Banks and are not your obligations.

I can obtain publicly available financial information concerning each Program Bank at [www.fdic.gov/news/publications/pichardcopies.html](http://www.fdic.gov/news/publications/pichardcopies.html) or by contacting the FDIC Public Information center by mail at L. William Seidman Center, Virginia Square, 3501 North Fairfax Drive, Arlington, VA 22226 or by phone at 703-562-2200. You do not guarantee in any way the financial condition of the Program Banks or the accuracy of any publicly available financial information concerning the Program Banks. You will not be responsible for any insured or uninsured portion of the IDAs. Funds in my Account will be automatically swept daily to Deposit Accounts at the Program Banks. As required by federal regulations, the Program Banks have the right to require seven days' prior notice before permitting a withdrawal out of a savings account. Currently, the Program Banks do not intend to exercise this right. In addition, savings accounts you hold as agent for me at a Program Bank may have transfer limits that prevent using such accounts as a transaction account. The following applies to the Deposit Accounts:

- When funds in my Account are first available for deposit into the Deposit Account at a Program Bank, you, as my agent, will open the Deposit Account on my behalf at the Program Bank and you will deposit the available funds from my Account into the Deposit Account at the Program Bank. Once the deposit limit at the first Program Bank is reached, funds will be deposited in the next Program Bank up to the deposit limit. Once my deposits reach the deposit limit at each Program Bank available to me, all remaining uninvested funds will be deposited in the Excess Bank, without limit and without regard to the FDIC insurance limit. You will periodically rebalance my Deposit Accounts so the total amount of my funds in the Deposit Accounts at Program Banks remains below applicable FDIC insurance limits (except for the Excess Bank, which has no limit).
- All withdrawals necessary to satisfy debits in my Account will be made by Clearing, as my agent. A debit will be created when I purchase securities or request a withdrawal of funds from my Account.
- My Account statement will display the name of each Program Bank with which I have deposits, the balance of deposits at each Program Bank, any deposits and withdrawals made during the month, and the applicable interest rate and amount of interest earned on my deposits. You, not the Program Banks, are responsible for the accuracy of my Account statements, including transactions in the Deposit Accounts maintained through the IDA Feature. I may contact you at 1-800-669-3900 for information about my balances or if I have questions about my Account statement.
- The deposit limit at the Program Banks is set slightly below FDIC-insurance thresholds to allow for accrued interest on deposits. The deposit limit at the Program Banks is set at \$247,500 (\$495,000 for Joint Accounts), which may be reset from time to time based on FDIC-insurance limits and the interest rate environment. If interest paid on my funds in the Deposit Account at one of the Program Banks results in my total funds in the Deposit Account exceeding the deposit limit at that Program Bank, the Deposit Accounts will be rebalanced the next day and the amounts in excess of the deposit limit will be transferred to another Program Bank.
- I may not change the Program Banks, the order in which funds are deposited into the Program Banks, or the maximum deposit amount at any Program Bank. I may withdraw from the IDA Feature at any time and use another Feature.

任何我直接在一個計劃銀行，以相同可保賬戶，又或通過中介(如您或其它券商)的存款(包括定期存款)，將與我在這些計劃銀行的 IDA 的存款一起計算，來決定我的最高 FDIC 保險額。我有責任檢查我在計劃銀行存款的總額，以決定 FDIC 給我的保險額度。我知悉 IDA 為計劃銀行的義務，而不是您的義務。

我可以在 [www.fdic.gov/news/publications/pichardcopies.html](http://www.fdic.gov/news/publications/pichardcopies.html) 或通過郵件聯繫 FDIC 公共信息中心 ( L. William Seidman Center, Virginia Square, 3501 North Fairfax Drive, Arlington, VA 22226 ) 或致電 703-562-2200 獲取關於每個計劃銀行的可用公共財務信息。您對計劃銀行的財務狀況或有關於計劃銀行任何公開財務資訊的準確性不作任何形式的保證。您將不對任何有保險或沒有保險的 IDA 部份負責。在我賬戶的現金將每日自動轉存到計劃銀行的存款賬戶。根據聯邦法規要求，計劃銀行在批准儲蓄賬戶的提款要求前，有權要求 7 天提前通知。目前，計劃銀行無意圖行使這項權利。此外，您在計劃銀行、作為我的代理所持的儲蓄賬戶可能有轉移限制，以防止將此類賬戶用作交易賬戶。以下條款適用於存款賬戶：

- 當我賬戶中的資金首次可以存入計劃銀行的存款賬戶時，您作為我的代理人將代表我在計劃銀行開設存款賬戶，並將我賬戶中的可用資金存入計劃銀行的存款賬戶。一旦達到第一個計劃銀行的存款限額，資金將存入下一個計劃銀行，直至達到存款限額。一旦我所有可用計劃銀行的存款都達到了存款限額，所有剩餘的未投資資金將無限制地存入超額銀行，且無需考慮 FDIC 保險限額。您將定期再平衡我的存款賬戶，使到我在計劃銀行中存款賬戶的資金維持在適用 FDIC 保險限額之下(超額銀行除外，它沒有限額)。
- 應付我賬戶負餘額的所有必須提款將由作為我代理的清算公司進行。當我購買證券或要求自我的賬戶提取資金，將造成負餘額。
- 我的賬戶對賬單將顯示每一個我存款的計劃銀行名稱、在每一個計劃銀行的存款餘額、該月任何的提款以及適用的利率和我的存款賺取的利息。您，而不是計劃銀行，對我賬戶月結單的準確性負責，包括通過 IDA 功能維護的存款賬戶中的交易。我可以致電 1-800-669-3900 與您聯繫，瞭解有關我的餘額信息，或者如果我對我的賬戶報表有任何疑問。
- 計劃銀行的存款限額設于稍低於 FDIC 保險額度以讓存款積存利息。計劃銀行存款限額設于 \$247,500(聯名賬戶為 \$495,000)，它可因應 FDIC 保險限額和利率情況隨時重設。如果我在一個計劃銀行的 IDA 所支付的利息導致我的 IDA 總額超過另一個計劃銀行的存款限額，該 IDA 將在下一天再平衡，超出存款限額的部份將轉存到另一個計劃銀行。
- 我不可改變計劃銀行、存入計劃銀行資金的順序或任何計劃銀行最高存款額。我可隨時退出 IDA 功能，並使用另一個功能。

- I will earn interest on my deposits in the Deposit Accounts in accordance with the rates or tiered rates available to me as determined by you. I understand that rates may vary based on the offering or the level of my assets held with you. Interest rates earned in the Deposit Accounts will vary over time but will be paid consistent with the rate or tiered rate you make available to me regardless of which Program Bank holds my cash. The interest rates paid with respect to the IDA Feature may be higher or lower than the interest rates available to depositors making deposits directly with the Program Banks or other depository institutions in comparable accounts. The current interest rate will be available on <https://www.tdameritrade.com/pricing/margin-and-interest-rates.html>, or I may contact you to obtain the current rate. Interest will accrue on balances from the day they are deposited into the Deposit Account through the Business Day preceding the date of withdrawal from the Deposit Account. Interest will be accrued daily and credited on the last Business Day of each month. You use the daily balance method to calculate interest on my Account.
- My Relationship with you and the Program Banks
  - Clearing will act as my agent in depositing funds into the Deposit Accounts and withdrawing funds from the Deposit Accounts. No evidence of the Deposit Accounts, such as a passbook or certificate, will be issued to me. Ownership of the Deposit Accounts at the Program Banks will be evidenced by a book entry on the records of the Program Banks, and by records maintained by Clearing. I will contact you if I believe there has been any unauthorized activity between my Account and Deposit Accounts at the Program Banks, or if I have any complaints regarding the Deposit Accounts at the Program Banks.
  - You may terminate my use of the IDA Feature. If you terminate my use of the IDA Feature, or do not wish to continue to act as my agent with respect to a Deposit Account, I may deal directly with the Program Banks, subject to their rules, with respect to establishing and maintaining Deposit Accounts. In the event you terminate my use of the IDA Feature, you will inform me of the replacement Feature or Features available to me. Similarly, if I decide to terminate my use of the IDA Feature, or that I no longer wish to have Clearing act as my agent with respect to the Deposit Accounts, I may establish a direct depository relationship with the Program Banks, subject to the Program Banks' rules. Establishing a direct depository relationship with the Program Banks will result in the separation of my balances in my Deposit Accounts at the Program Banks from my Account.
  - Unless I establish the Deposit Accounts directly with a Program Bank as described above, any instructions regarding the movement of my funds in the IDA Feature must be provided by you to the Program Banks, and information concerning the Features may only be obtained from you. The Program Banks will not accept instructions directly from me with respect to my Deposit Accounts held through the IDA Feature, nor provide me directly with information concerning this Feature.
- I understand and acknowledge that the Program Banks benefit from having my funds placed through the IDA Feature because they use IDA balances to fund current and new investment and lending activity. The Program Banks seek to make a profit by achieving a positive spread between their cost of funds and the return on their assets, net of expenses. You receive a volume-based fee from the Program Banks that are not affiliated with TD Ameritrade that ranges from 0.70 to 1.00%. In the case of Program Banks that are affiliates, you will receive a fee of up to \$100 per account. You have the right to waive all or part of this fee. The rate of the fee that you receive may exceed the interest rate or effective yield that I receive in my balances in the Deposit Accounts. Other than the applicable fees charged on brokerage accounts, there will be no charges, fees, or commissions imposed on my Account for this Feature. The current IDA interest rate will be disclosed on your website and may be changed without prior notice.
- 我將根據由您決定、適用於我的分級利率或層級獲取存款賬戶中存款的利息。我瞭解利率可能會由于優惠或在您處持有的資產水平而不同。從IDA中獲得的利息會因時間不同而異，但是不論我的現金是由哪家計劃銀行持有，您付給我的利息將與您提供給我的利率或層級一致。IDA支付的利息可能會高于或低于存款人直接存入計劃銀行或其他存款機構類似賬戶的利息。目前的利率可在網站提供 <https://www.tdameritrade.com/pricing/margin-and-interest-rates.html>，或我可聯絡您獲取目前利率。利息將從存入存款賬戶那天起針對餘額累計，直至從存款賬戶提款之前的一個工作日。利息將每日累計，並在每月最後一個工作日計入，您使用每日餘額方法計算我賬戶的利率。
- 我與您和計劃銀行的關係
  - 清算公司作為我的代理存款到存款賬戶，并自存款賬戶提款。存款賬戶將不發證明，如存摺或證書給我。在計劃銀行存款賬戶的擁有權將以計劃銀行賬面輸入做記錄，和清算公司維護的記錄證明。如果我認為在我的賬戶和存款賬戶之間有任何未授權活動，又或我對計劃銀行的存款賬戶有任何投訴，我將聯絡您。
  - 您可以終止我使用 IDA 功能。如果您終止我使用 IDA 功能，或不希望就存款賬戶作為我的代理，我可直接與計劃銀行接觸，并受到設立和維護儲蓄賬戶的規則規管。在您終止我使用 IDA 功能的情況下，您將告訴我替代功能，或我可用的功能。同樣，如果我決定終止使用 IDA 功能，又或不再希望清算公司就存款賬戶作為我的代理，我可跟計劃銀行建立直接的儲蓄關係，并受計劃銀行規則規管。與計劃銀行建立直接儲蓄關係將使我在計劃銀行中存款賬戶的存款餘額與我的賬戶分開。
  - 除非我如上所述直接在計劃銀行開設存款賬戶，否則關於我在 IDA 功能中的資金流動的任何說明必須由您提供給計劃銀行，并且有關功能的信息只能由您提供。計劃銀行不會接受直接由我提出的關於 IDA 功能所持存款賬戶的指示，也不會直接向我提供有關此功能的信息。
- 我理解并承認，計劃銀行從我IDA功能存入的資金中受益，因為他們使用IDA餘額為當前、新投資和借貸活動提供資金。計劃銀行以它們的資金成本(例如存款)和資產回報除去開支來獲取正價差以追求盈利。您從計劃銀行(與德美利證券不關聯)按量收取 0.70% to 1.00% 費用。對於屬關聯銀行的計劃銀行，每個賬戶您將最多獲得\$ 100 的費用。您有權免除所有或部份費用。您收取的費率可能超過我在存款賬戶餘額的利率或有效收益率。除了經紀賬戶收取的適用費用，將不會在我賬戶內對轉存選擇這項功能徵收費用或傭金。IDA 目前的利率將在您的網站披露，并可先通知作更改。

- My deposit into Deposit Accounts at the Program Banks may need to be limited if one or more Program Banks stop accepting deposits. You will provide advance notification via your website, or other reasonable means, if any Program Bank is removed from the IDA Feature, and if advance notice is not practicable, you will notify me as soon as is reasonably practicable. If a Program Bank ceases to make its Deposit Accounts available through the IDA Feature, I will be given an opportunity to establish a direct relationship with that Program Bank outside of the IDA Feature, or else my funds will be transferred to another Program Bank participating in the IDA Feature, if available.
  - In the event that FDIC insurance payments become necessary, the FDIC is required to pay principal plus unpaid and accrued interest to the date of the closing of the relevant Program Bank, as prescribed by applicable laws and regulations. Because there is no specific time period during which the FDIC must make available such insurable payments, there may be a delay in obtaining insurable payments. In addition, I may be required to provide documentation to the FDIC and you, before any insurance payouts are released to me. If the Deposit Account balances are held by me as trustee for the benefit of trust participants, I may be required to furnish an affidavit to that effect.
  - You may change the IDA Feature terms and conditions by providing me advance notice.
- 2. TD Ameritrade Cash.** If TD Ameritrade Cash is my Designated Feature, you will pay interest on available cash in my Account, the rate of which may be changed without prior notice. Interest will be accrued daily and credited on the last Business Day of each month. You may vary interest rates among clients in connection with special offers or combinations of services or in other circumstances. TD Ameritrade Cash represents balances pending investment and is not maintained solely for receiving credit interest. You segregate customer cash consistent with the Securities and Exchange Commission rules and regulations. I understand and acknowledge that you may earn income from holding my funds in the TD Ameritrade Cash Feature.
- Interest rates are set at our discretion and can change daily. Interest accrues daily and is credited to my Account on or before the last Business Day of each month. To participate in the TD Ameritrade Cash Feature, I must maintain the uninvested funds in my Account for the purpose of investing in securities. The TD Ameritrade Cash Feature is not a bank account or other bank obligation, is not guaranteed by any bank, and is not insured by the FDIC.
- 3. Money Market Funds.** Investments in money market funds are subject to eligibility and other restrictions, as well as charges, and expenses, all as further described in the prospectus. Money market funds are securities that may increase or decrease in value. They are not insured or guaranteed by the FDIC, any other government agency, or you, and there can be no assurance that such funds will be able to maintain a stable net asset value of \$1 per share. I understand that I will receive period statements for sweep transactions involving money market funds in lieu of immediate confirmations.
- I understand and acknowledge that you may receive fees for providing marketing and shareholder services to money market funds. In addition, Clearing may act as transfer agent for certain funds and may receive payment for such services provided to such funds. I understand and acknowledge that the fees you and Clearing receive are disclosed in the prospectus for the fund.
- k. Callable Securities.** I consent to your lottery system for allocation of partial redemption or calls. A description of your procedures for callable securities is available on your website, or hard copies are available upon request.
- 如果一個或以上計劃銀行停止接受存款，我在計劃銀行中存款賬戶的存款可能會受限制。如果銀行轉存計劃刪除任何計劃銀行，您將通過網站或其它合理媒介提供事先通知。如果事先通知不可行，您將儘快儘力通知我。如果一家計劃銀行停止通過IDA功能提供可用存款賬戶，您將給我機會與在IDA功能以外的計劃銀行建立關係，否則我的資金將被轉移至另一家參與IDA功能的計劃銀行（如可行）。
  - 在需要FDIC保險付款的情況下，如適用法律和規例所指定，FDIC需要支付本金加上沒有支付和直至相關計劃銀行關閉日所累積的利息。因為沒有特定的時間FDIC必須提供這些保險付款，可能會延遲獲得保險付款。此外，向我發放任何保險付款之前，我可能需要向FDIC和您提供某些文件。如果存款賬戶餘額由我以信托人身份、為信托參與者持有，我可能因此需要提供宣誓書。
  - 您可以更改IDA功能的條款和規定，并提前通知我。
- 2. 德美利證券現金功能。** 如果德美利證券現金是我的指定功能，您將為我賬戶可動用現金支付利息，利率可不事先通知更改。利息每日累計并在每個月最後一個工作日計入賬戶。您可就特殊優惠、服務組合或在其它情況下向不同的客戶支付不同的利率。德美利證券現金功能代表尚待投資的餘額，并且不只是用來收取存款利息而維持。您依照美國證監會(SEC)的規則和規定隔離客戶現金。我理解并承認，您可以通過持有德美利證券現金功能中我的資金來賺取收入。
- 利率由我們酌情決定，并且可能每天更改。利息每日累計并在每個月最後一個工作日或之前計入賬戶。要參與德美利證券現金功能，我必須在我的賬戶中保留未投資的資金以用于投資證券。德美利證券現金功能不是銀行賬戶或其它銀行義務，不受任何銀行擔保，也不受FDIC保險。
- 3. 貨幣市場基金。** 貨幣市場基金的投資受到資格、其他限制，以及收費和開支的約束，詳情請見公開說明書。貨幣市場基金是價值可升可跌的證券，它們不是FDIC、其它政府機構或您保險和保證的，并且不保證這些基金將可維持穩定的每股價值為\$1的淨資產值。我明白我將定期收取涉及貨幣市場基金轉存交易的對賬單，以代替即時的確認。
- 我理解并承認，您可能會由于為貨幣市場基金提供營銷和股東服務而收取費用。此外，清算公司可能作為某些資金的轉移代理，并可能會收到為此類資金提供此類服務的付款。我理解并承認，您和清算公司收到的費用已在基金的招股說明書中披露。
- k. 可召回證券。** 我允許您的抽樣系統分配部份贖回或召回，您的網站上有關於可贖回證券的流程說明，您也可應要求提供書面版本。

## 9. MARGIN TRADING

**a. Margin Account.** When I purchase securities on margin, I am borrowing money from you and pledging all securities and other property in my Account as collateral for these loans. I agree to evaluate my own financial situation, resources, investment objectives, and other relevant circumstances to determine whether margin transactions are appropriate for me. You will not make this determination. Even if I determine that margin is appropriate for me, you determine whether to make such loans to me. I also understand that trading securities on margin involves a variety of risks, including the following:

- 1. I can lose more funds than I deposit in the margin Account.** A decline in the value of securities that I purchase on margin may require me to provide additional funds to you to avoid the forced sale of those securities or other securities or assets in my Account. I could lose more than the amount I deposit in my Account.
- 2. You can force the sale of securities or other assets in my Account.** If the equity in my Account falls below the maintenance margin requirement, or any higher "house" requirements, you can sell the securities or other assets in any of my Accounts to cover the margin deficiency. I also will be responsible for any shortfall in the Account after such a sale.
- 3. You can sell my securities or other assets without contacting me.** Some investors mistakenly believe that a firm must contact them for a margin 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. Although you may attempt to notify me of margin calls, you are not required to do so, and even if you have contacted me and provided a specific date by which I can meet a margin call, you can still take necessary steps to protect your financial interests, including immediately selling securities without notice to me.
- 4. I am not entitled to choose which securities or other assets in my Account are liquidated or sold to meet a margin call.** Because the securities are collateral for my margin loan, you have the right to decide which securities to sell in order to protect your interests.
- 5. You can increase your "house" maintenance margin requirements at any time, and you are not required to provide me advance written notice of the change.** These changes to your policy often take effect immediately and may result in the issuance of a maintenance margin call. My failure to satisfy the call may cause you to liquidate or sell securities in my Account.
- 6. I am not entitled to an extension of time on a margin call.** While an extension of time to meet margin requirements may be available to clients under certain conditions, I do not have a right to any extension. You will determine whether to provide an extension.

**b. Initial Margin and Margin Maintenance Requirements.** There are rules and regulations covering margin loans, including the initial and margin maintenance requirements for margin Accounts. You may impose more stringent margin requirements, which may change without notice to me.

To trade on margin, my Account must maintain at least \$2,000 in minimum equity. I will meet the margin requirement in my margin Account before entering any order and will satisfy any additional requirements you may require. You may apply all premiums received from options writing against my margin requirements. I have the obligation to monitor the balances in my margin Account to ensure that I maintain sufficient amounts to meet margin requirements at all times. I agree to read carefully the TD Ameritrade Margin Handbook before purchasing securities on margin.

## 9. 融資交易

**a. 融資融券賬戶。**當我以融資購買證券，我向您借錢，並在我賬戶內所有證券及其它資產作這些借貸的抵押。我同意評估我的財務狀況、資源、投資目標、及其它相關情況決定融資交易是否適合我。您將不會作這些決定。即使我決定融資交易適合我，您決定是否貸款給我。我亦明白融資交易證券涉及不同的風險，包括以下：

- 1. 融資融券賬戶內我可虧損的資金可多于我的存入。**我融資購買的證券價值下跌，需要我向您提供更多資金避免強制出售這些證券或其它證券或我賬戶內的資產。我的虧損可能多于我存入賬戶的金額。
- 2. 您可強行出售我賬戶內的證券或其它資產。**如果我賬戶內的淨資產低於保證金維持要求，或其它更高的“券商”要求，您可出售我賬戶任何證券或其它資產以彌補保證金不足。我亦將負責出售後賬戶的任何欠款。
- 3. 您可不通知我出售任何證券或其它資產。**部份投資者錯誤相信公司必須聯絡他們，保證金追繳才有效，並證券公司不能清倉他們賬戶的證券或其它資產來應付追繳，除非證券商已聯絡他們。這並不是事實。雖然您可嘗試通知我保證金追繳，您不需要如此做，即使您已聯絡我并提供我可滿足保證金追繳的日期，您仍可以采取必要的步驟保護您的財務利益，包括不通知我就立即出售證券。
- 4. 我沒有權力選擇出售我賬戶哪些證券或其它資產來滿足保證金追繳。**因為證券是融資借款的抵押品，您有權決定出售哪些證券以保護您的利益。
- 5. 您可隨時增加您的“券商”保證金維持要求，並且您不需要提供事先書面通知有關改變。**這些政策更改通常立即生效，並可能會引起保證金追繳通知的發出。我若不滿足追繳可導致您清倉或出售我賬戶中的證券。
- 6. 我沒有權力要求延期保證金追繳通知。**儘管在某些時情況下會給客戶延期滿足保證金要求，但我沒有要求延期的權利。您將決定是否延期。

**b. 初始保證金和保證金維持要求。**融資借款有相應的規則和條例，包括融資融券賬戶的初始保證金和維持保證金的要求。您可以施加更嚴格的保證金，此要求不會事先通知就更改。

如要進行融資交易，我的賬戶必須維持最少 \$2,000 資產。在輸入任何訂單前，我將滿足我的融資融券賬戶的保證金要求，以及滿足任何您需要的額外要求。您可用所有來自賣出期權收取的權利金來滿足保證金要求，我有義務監控我融資融券賬戶的餘額，以保證我任何時候維持足夠的金額應付保證金要求。我同意融資購買證券前仔細閱讀德美利證券的融資融券手冊。

You may decline to extend credit to me for any reason, subject to Applicable Rules. There may be times when you have extended credit on certain securities, but due to market or other conditions, you may require additional cash or securities.

**c. Margin Interest.** I will pay interest on any credit provided to me for the purpose of purchasing, carrying, or trading in any security.

**d. Margin Interest Rates.** You utilize a base rate ("Base Rate") to set margin interest rates. My margin interest rate will vary based on the Base Rate and the margin balance ("Balance") in my margin Account during the interest period. The Base Rate may be changed without prior notice to me. You will post on the websites any changes to the Base Rate.

**e. Interest Calculation.** For each day there is a debit balance in my Account, the interest charged for that day is calculated by multiplying the applicable interest rate by my debit balance, with the result divided by 360. The sum of the daily interest charges is totaled at the end of each Account statement period and is posted to my Account on the last Business Day of the Account statement period. I will not earn interest on credit balances in my short Account.

**f. Short Sales.** Sales designated as "short" are done in my margin Account, and are subject to different margin maintenance requirements than securities purchased on margin. Short sales are subject to certain regulatory rules and cannot be executed under certain market conditions. You may not always have the securities available to facilitate my short sale. You may, without notice, "buy-in" securities to cover any short security position in my Account. I will reimburse you for any losses that you may incur. You may require me to deposit Collateral if the Collateral in my Account becomes insufficient. Short sale proceeds are part of the Collateral that secures your loan to me. I am also liable for all dividends paid, and all other distributions of cash or property, on securities that I have sold short.

**g. Pledge of Securities and Other Property.** You may pledge, repledge, hypothecate, or re-hypothecate, without notice to me, all securities and other property that you hold, carry, or maintain or for any of my margin or short Accounts. You may do so without retaining in your possession or under your control for delivery the same amount of similar securities or other property. The value of the securities and other property that you may pledge, repledge, hypothecate, or re-hypothecate may be greater than the amount I owe you, and any losses, gains, or compensation that result from these activities will not accrue to my Account.

**h. Loan of Securities/Dividend "Payments in Lieu".** You are authorized to lend to yourself or others any securities you hold in my Account and to carry all securities lent as general loans. In connection with such loans, you may receive compensation and retain certain benefits that I will not be entitled to, such as interest on Collateral posted for such loans. In certain circumstances, such loans may limit my ability to exercise voting rights with respect to the securities lent. I may request that fully paid securities not be used in connection with short sales. I understand that in certain situations including when you have borrowed my securities or when trades or securities loans are in the process of settling, I may receive a "payment in lieu" of the dividend issued (see Margin Handbook for more details).

根據適用規則，您可基於任何原因拒絕貸款給我。有的時候當您給某些證券提供貸款，但由於市場或其它情況，您可以要求更多現金或證券。

**c. 融資利息。**我將支付任何以購買、持有、或交易任何證券為目的而給我貸款的利息。

**d. 融資利率。**您採用基本利率("基本利率")設定融資利率，我的融資利率將基於基本利率和我的融資帳戶在產生利息期間融資餘額而變動。基本利率可不事先通知我更改，您將在網站張貼基本利率的改變。

**e. 利息計算。**我帳戶如一天有負餘額，該日收取利息的計算是以適用利率乘以負餘額，再將結果除以 360。每日收取的利息總數將在每一個帳戶對賬單截止時總計，並在帳戶對賬單周期最後一個工作日計入我的帳戶。我賣空帳戶的正餘額將不會賺取利息。

**f. 賣空。**在我的融資帳戶被指定為"賣空"所作的出售，其保證金維持要求與融資購買的證券有所不同。賣空銷售受某些監管規則規管，且在某些市場情況下不能執行。您可能不總是有證券來促成我的賣空銷售。您可不作通知就買入證券補回我帳戶中任何賣空證券的倉位。我將返還您可能蒙受的任何損失。如果我帳戶的抵押品不足，您可要求我存入抵押品。賣空所得是抵押品的一部份，用以擔保給我的借貸。我亦負責我賣空證券的所有支付的股息，以及其它現金或財產派發。

**g. 證券及其它財產擔保。**您可不通知我，擔保、再擔保、抵押、或再抵押所有您持有、保管、或維持，或任何我的融資或賣空帳戶的證券及其它財產。您可以如此做而不持有，或控制來交付同額相同證券或其它財產。您可擔保、再擔保、抵押、或再抵押證券或其它財產的價值可能大於我欠您的金額，且這些活動的任何虧損、獲利、或賠償將不會累計到我的帳戶。

**h. 證券借貸的"代替付款"。**您得到授權向自己或其他人借出任何在我的帳戶您維持的證券，並所有借出證券作為一般借貸維持。就此借貸，您可收取報酬和保留我無權享受的一些利益，如這些借貸抵押品的利息。在某些情況下，這些借貸可限制我對借出證券行使投票權的能力。我可以要求全額支付的證券不要用於賣空。我瞭解在某些情況下，包括當您借了我的證券或當交易或證券貸款正在結算時，我可能會收到派發股息的"替代付款"(參閱融資手冊獲得詳細資料)。



## 10. OPTIONS TRADING

If I elect to engage in options transactions, I will be bound by the following additional terms:

**a. Suitability.** Options are not suitable for all investors. Options trading has inherent risks and I am prepared financially to undertake such risks and to withstand the losses that may be incurred. I acknowledge I have received or have been given access to the "Characteristics and Risks of Standardized Options" by the Options Clearing Corporation (OCC).

### b. General Terms.

- I am responsible for knowing the rights and terms of all options in my Account. I agree to be bound by the FINRA, OCC, and exchange rules applicable to the trading of options contracts.
- If my options trading occurs in a margin Account, it is subject to the terms and conditions applicable to margin trading.
- Settlement on options cleared through the OCC is the Business Day after the trade date. I shall not exceed the position and exercise limits imposed by the rules of the OCC.
- I am responsible for instructing you as to my intention to exercise options contracts before the expiration date. Absent proper and timely exercise instructions from me, you have no obligation to exercise any right, privilege or obligation of any option for my Account. I agree that my failure to provide you with proper and timely instructions may result in the option expiring worthless, even though it may have a monetary value on the expiration date. I agree to read carefully the Margin Handbook for additional terms and important information regarding options exercise.
- You collect information only to establish option trading permission and not for the purpose of monitoring Account holdings or option positions.
- You and Clearing are authorized to take steps to protect their position and any obligation they have assumed at my request without notifying me.
- If I write (short) a call options contract that requires the delivery of securities to be sold, I may be required to keep the securities in my Account until the expiration of the options period and may not be allowed to sell or withdraw the securities.
- If I write (short) a put options contract that requires payment for securities to be purchased, I may be required to keep sufficient funds in my Account to make the payment until the expiration of the options period, and may not be allowed to withdraw the funds or use them for any other purpose. If I am assigned on the options, Clearing may use the funds for the purchase of the securities without prior notice to me.
- All short equity and some index options positions are available for assignment. Exercise assignment notices for equity or index options are randomly allocated among all clients' short positions.

## 11. INITIAL PUBLIC AND FOLLOW-UP OFFERINGS

You may participate as underwriter or a member of the selling group of, and provide access to, Initial Public Offerings (IPOs) and follow-up offerings. If I participate in such, I will be bound by additional terms.

## 12. ARBITRATION

This Agreement contains a predispute arbitration clause. By signing an arbitration clause, the parties agree as follows:

- All parties to this Agreement are giving up their right to sue each other in court, including the right to jury trial, except as provided by the rules of the arbitration forum in which a claim is filed.
- Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
- The ability of the parties to obtain documents, witness statements, and other discovery is generally more limited in arbitration than in court proceedings.
- The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date.

## 10. 期權交易

如果我選擇進如期權交易，那麼我將遵守以下額外條款：

**a. 適用性。** 適用性。期權並不適合所有投資人。期權交易有固有風險，且我在經濟上做好了承擔這種風險，並承受可能蒙受損失的準備。我理解我已經收到或已經獲得了由期權清算公司 (OCC) 提供的《標準期權的特性和風險》。

### b. 一般條款

- 我有責任瞭解我賬戶中所有期權的權利和規定。我同意遵守適用於期權合約交易的 FINRA、OCC 和交易所規則。
- 如果我的期權交易發生在融資融券賬戶中，那麼將需要遵守相應融資融券交易的條款與規定。
- 通過 OCC 清算的期權結算是在交易日後的工作日。我不會超出 OCC 規定實施的倉位和行權限制。
- 我有責任指示您在到期日之前行使期權合約的意向。如果我沒有及時提供適當的行使指示，您將沒有義務對我賬戶中的任何期權行使任何權利、特權或義務。我同意若我未能及時向您提供適當的指示可能導致期權到期毫無價值，即使它在到期日可能具有貨幣價值。我同意仔細閱讀融資融券用戶手冊，瞭解有關期權行使的其他條款和重要信息。
- 您收集信息僅用於建立期權交易權限，而不是為了監控賬戶持倉或期權倉位。
- 您和清算公司有權在不通知我的情況下，採取措施保護自己的倉位以及根據我的要求承擔的任何義務。
- 如果我賣出一個要求交付賣出證券的買權合約，我可能需要在期權到期日以前將該證券保留在賬戶中，且不可以賣出或提取該證券。
- 如果我賣出一個要求支付買入證券的賣權合約，那麼我可能需要在期權到期日以前在賬戶中保留足夠的資金，且不可以支取資金或將其用於任何其他目的。如果我被期權指派，那麼清算公司可能在未通知我的情況下使用購買證券的資金。
- 所有賣空股票和一些指數期權倉位可用于指派。股票或指數期權的行使指派通知是在所有客戶的賣出倉位中以自動程序隨機分配。

## 11. 首次公開發行和後續發行

您可以作為承銷商或者銷售團隊的成員進行參與，並提供首次發行股票 (IPO) 和後續發行股票。如果我參與此類，我將受到額外條款的限制。

## 12. 仲裁

此合約含有糾紛前仲裁條款。通過簽署此合約，各方同意如下：

- 此合約的各方放棄在法庭起訴對方的權利，包括陪審團審訊的權利，除非提交索賠的仲裁小組的規則另有規定。
- 仲裁判決通常是最終決定並且是有制約效應的；一方通過法庭駁回或修訂仲裁裁決的能力是非常有限的。
- 在仲裁中，各方獲取文件、證人證詞和其它調查通常比法庭程序有更多限制。
- 仲裁員不必要解釋他們裁決的理由，除非在合格的案例中，參與各方在第一次安排的聽證日前至少 20 天已向仲裁團聯合提交裁決理由說明的要求。

- The panel of arbitrators may include a minority of arbitrators who were or are affiliated with the securities industry.
- The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
- The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Agreement.
- No person will bring a putative or certified class action to arbitration, nor seek to enforce any predispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (1) the class certification is denied; (2) the class is decertified; or (3) the client is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate will not constitute a waiver of any rights under this Agreement except to the extent stated herein.

I agree that any controversy between you and your affiliates, any of their respective officers, directors, employees, or agents and me (including any of my officers, directors, employees, or agents) arising out of or relating to this Agreement, our relationship, any Services provided by you, or the use of the Services, and whether arising before or after the date of this Agreement, shall be arbitrated and conducted under the provisions of the Code of Arbitration of the FINRA. If any party unsuccessfully resists confirmation or enforcement of an arbitration award rendered under this Agreement, then that party shall pay all costs, attorneys' fees, and expenses incurred by the other party or parties in confirming or enforcing the award. Arbitration must be initiated by service upon the other party of a written demand for arbitration or notice of intention to arbitrate. Judgment, upon any award rendered by the arbitrator, may be entered in any court having jurisdiction.

### 13. ADVICE

- a. Unless otherwise noted by you in writing, you will act only as broker-dealer and not as an investment advisor governed by the Investment Advisers Act of 1940.
- b. When I act as a self-directed investor, I am responsible for determining the suitability of any particular investment strategy, transaction, or security. You have no responsibility for any such determination unless you otherwise agree in writing, or you or your representative gives advice directly to me that is identified clearly as a recommendation by you to enter into a particular transaction or to buy, sell or hold a particular security or securities.
- c. From time to time, in connection with my Account, you may provide investment-related guidance or recommendations to me. In the event that a recommendation is made, you and/or your representative shall have my informed consent to deliver the Form CRS Customer Relationship Summary for TD Ameritrade or its affiliates, as required (Form CRS) - as well as any other notices, disclosures, or communications - to any mailing address, email address or facsimile number that I provide in connection with either the Account, or any other accounts that I open or otherwise maintain with you. I understand that I can also access the Form CRS by visiting [tdameritrade.com/regbi](http://tdameritrade.com/regbi). I understand and acknowledge that it is incumbent on me to provide you with current and accurate contact information for the delivery of these documents. I acknowledge that I shall read and understand the Form CRS - as well as any other notices, disclosures, or communications - prior to acting upon any such recommendation. I agree that when you make a recommendation to me, you determine whether it is suitable and in my best interest at the time of the recommendation. If the recommended transaction is not effected contemporaneously with your recommendation, I agree you will have no liability if I choose to effect such transaction in the future. Furthermore, when you are acting as broker-dealer for my Account, I agree that you have no ongoing duty to ensure a recommendation continues to be suitable for me. Rather, I have an affirmative duty to monitor profits and losses in my Account, along with my investment goals and risk tolerance and to modify my trading decisions accordingly.

- 仲裁團內可以包括少數以前或目前與證券行業有關的仲裁員。
- 有些仲裁團的法則可能會對索賠申請施加時間限制。在某些情況下，不符合仲裁的索賠可以提交法庭。
- 提交索賠的仲裁團的法則和任何其它的修正案，應當融合于此合約之中。
- 任何人均不得將一項可能被法院受理的或已被法院受理的集體訴訟提交仲裁，也不得對任何已認定向法院提交集體訴訟的人員或已是集體訴訟中的一員但就集體訴訟所涵蓋的任何索賠還沒有退出集體訴訟的人員執行糾紛前仲裁合約，下列三種情形例外：(1) 法院拒絕受理該集體訴訟或(2) 該集體訴訟的法院受理被取消或(3) 法院已將客戶排除在該集體訴訟之外。除非在聲明的範圍外，放棄以仲裁方式解決合約糾紛的行為並不意味放棄本合約內的任何權利。

我同意在您和您的附屬機構、任何他們的相應執行官、董事會成員、雇員、或代理和我(包括我們的任何執行官、董事會成員、雇員、或代理)之間，與此合約、我們的關係、由您提供的任何服務、或使用服務相關或由此產生的糾紛，無論產生于此合約日期之前或之後，應當按照金融行業管理局(FINRA)的規定通過仲裁解決。如果任何一方未能根據本合約成功拒絕確認或執行仲裁裁決，那麼該方應支付另一方或其他方確認或執行裁決所產生的所有成本、律師費用和費用。必須通過對另一方的書面仲裁要求或意向仲裁通知來發起仲裁。仲裁員的裁決，可能在任何有管轄權的法院進行判決。

### 13. 建議

- a. 除非您以書面形式通知，否則您將僅作為券商行動，而不是受 1940 年投資顧問法案管轄的投資顧問。
- b. 當我作為自我主導的投資者時，我負責確定任何特定投資策略、交易或證券的適用性。除非您另有書面同意，或您或您的代表直接向我提供明確被確定為推薦的建議，作為您進行特定交易或購買、出售或持有特定證券或證券的建議，否則您不承擔任何此類決定的責任。
- c. 有時候，就我的賬戶，您可以向我提供投資相關的指導或建議。當建議被提出時，您和/或您的代表應徵得我的知情同意，根據要求將德美利證券或其關聯公司的客戶關係摘要表格 (CRS 表格)，以及任何其他通知、披露或通訊，郵寄/發送/傳真至我所提供賬戶 (或我在您處開設或持有的其他任何賬戶) 有關的任何郵寄地址、電子郵件地址或傳真號碼。我瞭解我也可以通過訪問 [tdameritrade.com/regbi](http://tdameritrade.com/regbi) 獲取 CRS 表格。我理解并承認，我有責任為您提供用于遞送這些文件、當前準確的聯繫信息。我承認，在採取任何此類建議之前，我將閱讀并理解 CRS 表格，以及任何其他通知、披露或通訊。我同意，當您向我提出建議時，您會在推薦時確定是否適合我的情況且符合我的最大利益。如果您推薦的交易未在您建議之時實施，我同意如果我以後選擇進行此類交易，您將不承擔任何責任。此外，當您作為我賬戶的券商時，我同意您沒有義務確保一個推薦繼續適合我。相反，我有明確的義務監控我的賬戶中的利潤和損失，以及我的投資目標和風險承受能力，并相應地修改我的交易決定。

d. Unless otherwise agreed to in writing, you do not have discretionary authority over my Account or an obligation to monitor, review or make recommendations for the investment of securities or cash in my Account.

e. Any research, analysis, news, or other information made available by you does not constitute an individualized recommendation by you to buy, sell or hold a particular security.

f. You do not provide legal, tax, or estate planning advice.

#### 14. MISCELLANEOUS

**a. Severability.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provisions shall be fully severable. In such event: (1) this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision has never comprised a part of this Agreement or was modified to be legal, valid, and enforceable; and (2) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provisions or by its severance from this Agreement, to the extent permitted by Applicable Rules.

**b. Account Handbook.** The Account Handbook provided to me upon account opening, and available on your websites, contains important information about my Account. I will refer to the Account Handbook to learn additional information about the handling of trade orders, the receipt and delivery of funds, account policies, and other general account information.

**c. Entirety of Agreement.** This Agreement, any attachments hereto, the addenda and other agreements referred to in this Agreement and the terms and conditions contained in the Account statements and confirmations contain the entire agreement between you and me; and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between me and you, provided, however, any and all other agreements if any, between me and you and your affiliates, not inconsistent with this Agreement will remain in full force and effect, and if there are any conflicts between this Agreement and any attachments or other agreements, this Agreement shall prevail.

**d. Assignment and Escheatment.** I may not assign this Agreement or any rights or obligations under this Agreement without first obtaining your prior written consent. You may assign, sell, or transfer my Account and this Agreement, or any portion thereof, at any time, without my prior consent. The assets in my Account may be transferred to the appropriate state if no activity occurs in my Account within the time period specified by state law.

**e. Amendment.** You reserve the right to amend this Agreement without prior notice to me or as required by Applicable Rules. The current version of the Agreement will be posted on the websites and my continued Account activity after such amendment constitutes my agreement to be bound by all amendments to the Agreement, regardless of whether I have actually reviewed them. You are not bound by any verbal statements that seek to amend the Agreement.

**f. Termination.** You may terminate this Agreement, or close, deactivate, or block access to my Account. If you decide to close my Account and I fail to transfer it to another broker, you may liquidate my Account and send me the proceeds. I will remain responsible for the payment of all obligations incurred in my Account or otherwise. I may terminate this Agreement after paying any obligations owed upon written notice. The Agreement survives termination of the Account.

**g. Force Majeure.** You will not be liable for loss caused directly or indirectly by conditions beyond your reasonable control, including but not limited to Force Majeure events. "Force Majeure" means events that are beyond the reasonable control of a party, including but not limited to the following: disasters, extraordinary weather conditions, earthquakes or other acts of God, war, insurrection, riot, labor strikes, terrorist acts, government restrictions, exchange or market rulings, suspension of trading, computer or communication line failure, or failure of market centers or transmission facilities.

d. 除非另有書面同意，否則您不可以對我的賬戶任意授權，也沒有義務對我的賬戶中的證券或現金投資進行監控、審查或提出建議。

e. 任何研究、分析、新聞或其他提供給您的信息並不構成您對所提供的特定證券買賣或持有的個性化建議。

f. 您不提供法律、稅務或遺產規劃諮詢。

#### 14. 雜項

**a. 可分割性。**如果本協議的任何規定被視為非法、無效或無法根據現行或未來法律執行，那麼此規定應完全分割。在這種情況下：(1)此協議應如這些非法、無效或無法執行的規定從未包含此協議中的一部分一樣被解釋或執行，或被更改為合法的、有效的及可執行的；且(2)在適用規則允許的範圍內，此協議的其他規定應保持全部效力且生效，不應被非法、無效或無法執行的或此協議的分割規定所影響。

**b. 賬戶手冊。**在開戶時我將收到賬戶手冊，並可以在您的網站上獲取，它包含了關於我賬戶的重要信息。我將參考賬戶手冊瞭解關於處理交易訂單、資金的收取和遞交、賬戶政策和其他基本賬戶資料的額外信息。

**c. 協議整體性。**在您和我的整個協議中包含此協議、任何提及的附件、附錄和此協議中提及的其他協議、在賬戶對賬單中和確認單的條款和規定；且它取代所有先前或同期我與您的通訊和提議，無論是電子、口頭還是書面，然而，前提是如果任何和所有其他我與您、您的附屬機構之間有與此協議不一致的地方，他們將保持全部效力和生效，且如果在此協議和任何其他附件或其他協議之間有任何衝突，將以本協議為準。

**d. 轉讓和上繳。**在沒有事先獲得您書面同意前，我不可以轉讓此協議或任何在此協議下的權利和義務。您可以隨時在沒有我提前同意的情況下，轉讓、賣出或轉移我的賬戶和此協議，或其中的任一部分。如果我的賬戶在州法定期限內沒有活動發生，我賬戶中的資產可能被轉移到適當的州府。

**e. 修訂。**您保留修訂此協議的權利，無需提前通知我或可根據適用規則的要求。協議的當前版本將被發布在網站上，且在此修訂後我賬戶的持續活動構成我同意受協議中所有修訂的約束，不論我有沒有查看。您不受任何試圖以口頭陳述修訂協議約束。

**f. 終止協議。**您可以終止此協議，或關閉、停用，或阻止我使用賬戶。如果您決定關閉我的賬戶且我沒能將其轉移至另一個券商，那麼您可以清倉我的賬戶並將清倉所得寄給我。我仍將有對所有發生在我賬戶中或其他的義務負責。我可以在付清所欠義務後書面通知終止此協議。此協議在賬戶終止後仍然有效。

**g. 不可抗因素。**您將不對由於超出您合理控制條件而直接或間接導致的損失，包括但不僅限於不可抗因素事件。“不可抗因素”是指超出一方的合理控制範圍，包括但不僅限於以下：災害、惡劣天氣、地震或其他自然災害、戰爭、起義、暴動、罷工、恐怖行為、政府限制、交易所或市場裁決、交易暫停、計算機或通信綫路故障，或市場中心或傳輸設施的故障。

**h. Indemnification.** I agree to indemnify and hold harmless you, your affiliates, and Third-Party Providers and you and their respective officers, directors, employees, agents, and representatives from any and all liabilities, losses, costs, judgments, penalties, claims, actions, damages, expenses, or attorney's fees (collectively "Losses") resulting or arising directly or indirectly from use of the Services or transactions in my Account, except to the extent that such Losses are the direct result of your gross negligence or willful misconduct.

**i. Waiver.** Your failure to insist on compliance with this Agreement will not constitute a waiver of any of its rights.

**j. Admissibility of Documents in Proceedings.** All documents in any format are considered to be true, complete, valid, authentic, and enforceable records of the applicable document, admissible in judicial or administrative proceedings to the same extent as if the documents and records were originally generated and maintained in printed form. I will not contest the admissibility or enforceability of your copy of the documents in any proceeding arising out of this Agreement.

**k. Governing Law, Jurisdiction, and Venue.** This Agreement will be governed by the laws of the State of Nebraska, but not its conflicts of law provisions. I hereby consent to the jurisdiction of and venue within the State of Nebraska for all disputes arising out of or relating to this Agreement.

**l. NJ State Law.** New Jersey law prohibits contractual provisions that violate the legal rights of a NJ consumer or responsibility of a seller. No provision in this Agreement shall apply to any NJ consumer if it violates any such right or responsibility, including grounds for redress based on: (i) your tortious actions; (ii) the NJ Punitive Damages Act; (iii) the NJ Uniform Commercial Code; or (iv) your failure to protect reasonably against criminal acts of third parties.

**m. Worthless Securities.** You may remove a worthless security from my account including, and without limitation to, the following circumstance: your primary custodian, the Depository Trust Company, has deemed the security eligible for removal and you have reviewed and determined, to the best of your ability, that the security has no market value. I agree to waive any claim to any future distribution from the security and agree to indemnify and hold you harmless from any claims, liability, or damages resulting from the removal of such security. If I provide you with evidence of the value of the security from an independent third party within 60 days of receiving your account statement noting the removal, you will review and, if able to, reinstate my position.

**h. 賠償。**我同意賠償您并不追究您、您的附屬機構和第三方提供商和您以及他們各自的執行官、董事、員工、代理和代表由于使用我賬戶中的服務或交易而直接或間接造成或導致的任何以及所有責任、損失、費用、判決、處罰、索賠、訴訟、損害、賠償或律師費(統稱“損失”)。除非此類損失是由于您的重大過失或故意不當行為導致的直接後果。

**i. 棄權。**您未堅持此協議的遵守，將不應構成是放棄此協議下的權利。

**j. 文件在訴訟中的可接受性。**任何格式的所有適用文件都被認為是屬實的、完整的、有效的、真實的和可執行的記錄，在司法或行政程序中可以接受，如同文件和記錄最初以印刷形式生成和維護一樣。在本協議引起的任何訴訟中，我不會對您文件副本的可受理性或可執行性提出異議。

**k. 管轄法律，管轄權和地點。**本協議將受美國內布拉斯加州的法律管轄，但不受衝突法律規定的管轄。我在此同意在內布拉斯加州內本協議引起或涉及的所有爭議的管轄權。

**l. 新澤西州州法。**新澤西州法律禁止違反新澤西州消費者合法權力或賣方責任的合同條款。如果此協議中的條款違反任何新澤西州消費者的合法權利或責任，那麼任何這些條款將不適用於新澤西州消費者，包括基于以下補救理由：(i)您的侵權行為；(ii)新澤西州懲罰性損害賠償法；(iii)新澤西州統一商業法典；或(iv)您未能合理地防止第三方的犯法行為。

**m. 無價值證券。**您可以從我的賬戶去除無價值證券，包括并不僅限于以下情況：您的主要監管人即存款信托公司已將此證券視為可去除證券，且您已盡最大努力查核并確定。我同意放棄日後對此證券分配的任何索賠權并同意賠償并免除您由于去除次證券而導致的任何索賠、責任或損害。如果我在收到您通知去除證券的賬戶對賬單後60天內向您提供來自獨立第三方該證券價值的證據，您將審核并在可行的情況下恢復我的倉位。

Investment Products:  
Not FDIC Insured \* No Bank Guarantee \* May Lose Value

投資產品：  
非FDIC保險 \* 非銀行保證 \* 可能損失價值

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