

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

若此份附录的英文与中文版本内容有任何差异，以英文版本为准。

CROSS TRADE CONSENT

TD Ameritrade Futures & Forex LLC, its officers, directors, employees, or affiliates, or other customers of TD Ameritrade Futures & Forex LLC or of the servicing floor broker may be from time to time on the opposite side of orders for physicals or for purchase or sale of futures contracts and option contracts placed for your Account in conformity with regulations of the Commodity Futures Trading Commission and the by-laws, rules, and regulations of the applicable market (and its clearing organization, if any) on which such order is executed.

交叉交易同意书

TD Ameritrade Futures & Forex LLC、其执行官、董事、雇员或附属公司，或 TD Ameritrade Futures & Forex LLC 或服务场地经纪商的其他客户，可能就现货或期货合约和期权合约的买卖，不时成为在您账户中设置订单的对手方，这些订单的执行符合商品期货交易委员会的规定和适用市场（及其清算机构，如有）的附例、规则及规定。



NOTICE REGARDING AVERAGE PRICE SYSTEM (“APS”)

You should be aware that certain U.S. and non-U.S. exchanges, including the CME and CBOT, may now or in the future allow a futures commission merchant (“FCM”) such as TD Ameritrade Futures & Forex LLC to confirm trades executed on such exchanges to some or all of their customers on an average price basis regardless of whether the exchanges have average price systems of their own. Average prices that are not calculated by an exchange system will be calculated by your FCM. In either case, trades that are confirmed to you at average prices will be designated as such on your daily and monthly statements.

APS enables a clearing firm to confirm to customers an average price when multiple execution prices are received on an order or series of orders for the same accounts. For example, if an order transmitted by an account manager on behalf of several customers is executed at more than one price, those prices may be averaged and the average may be confirmed to each customer. Customers may choose whether to use APS, and may request that APS be used for discretionary or non-discretionary accounts.

An order subject to APS must be for the same commodity. An APS order may be used for futures, options, or combination transactions. An APS order for futures must be for the same commodity and month, and for options, it must be for the same commodity, month, put/call, and strike.

An APS indicator will appear on the confirmation and monthly statement for a customer whose positions have been confirmed at an average price. This indicator will notify the customer that the confirmed price represents an average price or rounded average price.

The average price is not the actual execution price. APS will calculate the same price for all customers that participate in the order.

APS may be used when a series of orders are entered for a group of accounts. For example, a bunched APS order (an order that represents more than one customer account) executed at 10:00 a.m. could be averaged with a bunched APS order executed at 12:00 p.m. provided that each of the bunched orders is for the same accounts. In addition, market orders and limit orders may be averaged, as may limit orders at different prices, provided that each order is for the same accounts.

The following scenario exemplifies what occurs if an APS order is only partially executed. At 10:00 a.m. an APS order to buy 100 Dec S & P 500 futures contracts is transmitted at a limit price of 376.00; 50 are executed at 376.00, and the balance is not filled. At 12:00 p.m. an APS order to buy 100 Dec S & P 500 futures contracts is transmitted at a limit price of 375.00; 50 are executed at 375.00, and the balance is not filled. Both orders are part of a series for the same group of accounts. In this example, the two prices will be averaged. If the order was placed for more than one account, the account controller must rely on pre-existing allocation procedures to determine the proportions in which each account will share in the partial fill.

关于平均价格系统 (“APS”) 的通知

您应该了解某些美国和非美国的交易所，包括 CME 和 CBOT，可能于现在或将来允许期货佣金商 (“FCM”)，如 TD Ameritrade Futures & Forex LLC，无论交易所是否有其自己的平均价格系统，就部分或全部客户，以平均价格基础确认相关交易所执行的交易。未经交易所系统计算得出的平均价格由您的 FCM 负责计算。无论是哪种情况，您以平均价格确认的交易将以此指定并显示在您的每日和每月的对账单上。

APS使清算公司能够在收到相同账户的一个或一系列订单的多个执行价时，向客户确认平均价格。例如，如果代表数名客户的某位客户经理发送的一个订单以多于一个的价格执行，这些价格会被平均计算后，向每位客户进行确认。客户可选择是否使用 APS，也可要求将 APS用于全权委托或非全权委托账户。

受限于 APS 的订单，必须是同一商品。APS 订单可用于期货、期权或混合交易。就期货的 APS 订单，必须是同一商品和月份，而就期权而言，则必须是同一商品、月份、卖权/买权和执行价。

对于已确认以平均价持仓的客户，APS 标记将出现在其确认单和月对账中。这项标记将通知客户，确认的价格代表平均价格或四舍五入的平均价格。

平均价格并非实际执行的价格。APS 将为参与订单的所有客户计算相同的价格。

当为一组账户输入一系列的订单时，可能会使用 APS。例如，一个在上午 10 时执行的 APS 群组订单 (代表多个客户账户的订单) 可能会与中午 12 时执行的另一个 APS 群组订单一起计算平均值，前提是每个群组订单来自相同的账户。此外，如果每个订单都是来自相同账户，那么其市价单和限价单，以及不同价格的限价单可能会以平均价计算。

以下情景例示了 APS 订单仅部分执行时可能发生的情况。上午 10 时，买入 100 张 12 月到期的标准普尔 500 期货合约的 APS 订单以 376.00 的限价传递；有 50 张以 376.00 执行，其余未成交。中午 12 时，一个买入 100 张 12 月到期的标准普尔 500 期货合约的 APS 订单以 375.00 的限价传递；有 50 张以 375.00 执行，其余未成交。这两笔订单，属于同一组账户系列中的一部分。在这个例子中，这两个价格将被平均计算。如果在多个账户中下单，则账户管控人必须依赖预先设定的分配程序确定每个账户部分成交的比例。

Upon receipt of an execution at multiple prices for an order with an APS indicator, an average will be computed by multiplying the execution prices by the quantities at those prices divided by the total quantities. An average price for a series of orders will be computed based on the average prices of each order in that series. The actual average price or the average price rounded to the next price increment may be confirmed to customers. If a clearing member confirms the rounded average price, the clearing member must round the average price up to the next price increment for a sell order. The rounding process will create a cash residual of the difference between the actual average price and the rounded average price that must be paid to the customer.

APS may produce prices that do not conform to whole cent increments. In such cases, any amounts less than one cent may be retained by the clearing member. For example, if the total residual to be paid to a customer on a rounded average price for 10 contracts is \$83.333333, the clearing member may pay 83.33 to the customer.

If you would like more information on APS orders, please contact TD Ameritrade Futures & Forex LLC Operations Department.

当收到有APS 标记以多个价格执行的订单时，平均值将通过用执行价乘以这些价格的数量，再除以总数量来计算。一系列订单的平均价格将根据该系列中每个订单的平均价格计算。我们可能向客户确认实际平均价格或四舍五入后的平均价格。当清算成员公司确认四舍五入的平均价格时，对于卖单，清算公司成员必须将平均价格进位至下一个价格。四舍五入的过程中，实际平均价格和四舍五入后的平均价格之间所产生现金结余，必须支付给客户。

APS可能产生低于一分钱的价格。在此情况下，清算公司成员可能会保留任何低于一分的金额。例如，如果10张合约支付给客户四舍五入平均价格的结余总额为83.333333 美元，则清算成员会支付客户 83.33 美元。

如果要了解更多有关 APS 订单的信息，请联络 TD Ameritrade Futures & Forex LLC运营部。

ELECTRONIC TRADING AND ORDER ROUTING SYSTEMS DISCLOSURE STATEMENT*

Electronic trading and order routing systems differ from traditional open outcry pit trading and manual order routing methods. Transactions using an electronic system are subject to the rules and regulations of the exchange(s) offering the system and/or listing the contract. Before you engage in transactions using an electronic system, you should carefully review the rules and regulations of the exchange(s) offering the system and/or listing contracts you intend to trade.

DIFFERENCES AMONG ELECTRONIC TRADING SYSTEMS

Trading or routing orders through electronic systems vary widely among the different electronic systems. You should consult the rules and regulations of the exchange offering the electronic system and/or listing the contract traded or order routed to understand, among other things, in the case of trading systems, the system's order matching procedure, opening and closing procedures and prices, error trade policies, and trading limitations or requirements; and in the case of all systems, qualifications for access and grounds for termination and limitations on the types of orders that may be entered into the system. Each of these matters may present different risk factors with respect to trading on or using a particular system. Each system may also present risks related to system access, varying response times, and security. In the case of internet-based systems, there may be additional types of risks related to system access, varying response times and security, as well as risks related to service providers and the receipt and monitoring of electronic mail.

RISK ASSOCIATED WITH SYSTEM FAILURE

Trading through an electronic trading or order routing system exposes you to risks associated with system or component failure. In the event of system or component failure, it is possible that, for a certain time period, you may not be able to enter new orders, execute existing orders, or modify or cancel orders that were previously entered. System or component failure may also result in loss of orders or order priority.

SIMULTANEOUS OPEN OUTCRY PIT AND ELECTRONIC TRADING

Some contracts offered on an electronic trading system may be traded electronically and through open outcry during the same trading hours. You should review the rules and regulations of the exchange offering the system and/or listing the contract to determine how orders that do not designate a particular process will be executed.

LIMITATION OF LIABILITY

Exchanges offering an electronic trading or order routing system and/or listing the contract may have adopted rules to limit their liability, the liability of Futures Commission Merchants, and software and communication system vendors and the amount of damages you may collect for system failure and delays. These limitations of liability provisions vary among the exchanges. You should consult the rules and regulations of the relevant exchange(s) in order to understand these liability limitations.

* Each exchange's relevant rules are available upon request from the industry professional with whom you have an account. Some exchanges' relevant rules also are available on the exchange's internet home page.

电子交易及订单传送系统披露声明*

电子交易及订单传送系统与传统公开喊价的场内交易和手动订单传递方式不同。使用电子系统的交易须遵守提供系统和/或合约交易所的规则和规定。在您开始使用电子系统进行交易之前，您应先仔细阅读您想要交易的提供系统和/或合约交易所的规则和规定。

电子交易系统的差异

在不同的电子系统之间通过电子系统进行交易或传送订单，存在极大差异。您应参考提供电子系统和/或合约的交易所的规则和规定，以确切了解，除此之外，就交易系统而言，系统的订单配对程序、开盘和收盘程序及价格、交易错误政策和交易限制或要求；就所有系统而言，使用资格和终止理由，以及可输入系统订单的类型限制。每一项相关事项均可能在交易或使用特定系统时，呈现不同的风险因素。每套系统可能呈现有关系统使用、不同回应时间和安全性的风险。就网路系统而言，可能存在与系统使用、不同回应时间和安全性相关的其他风险类型，以及有关服务提供商和电子邮件接收及监控的风险。

系统故障的相关风险

通过电子交易或订单传输系统进行交易，可能面临系统或组件故障的相关风险。就系统或组件故障而言，您可能在一段时间内，无法输入新订单、执行现有订单，或修改或取消先前输入的订单。系统或组件故障也可能导致丢失订单或失去订单优先排序。

同步场内公开喊价及电子交易

电子交易系统所提供的部分合约可能会以电子方式进行交易，并在相同的交易时段内通过公开喊价进行交易。您应先查阅提供系统和/或合约交易所的规则和规定，确保未指定特定程序时，订单的执行方式。

责任限制

提供电子交易或订单传送系统和/或合约的交易所可能采纳相关规则以限制其责任、期货佣金商及软件和通信系统供应商的责任，以及限制在系统故障和延迟情况下，您能获得的损失赔偿金额。这些责任限制条款因交易所而异。您应查看相关交易所的规则和规定，以了解这些责任限制。

*您可向您账户所在的业内专业人士索要每个交易所的相关规则。一些交易所的相关规则会在交易所的网站上提供。

UNIFORM NOTIFICATION REGARDING ACCESS TO MARKET DATA

As a market user you may obtain access to Market Data available through an electronic trading system, software, or device that is provided or made available to you by a broker or an affiliate of such. Market Data may include, with respect to products of an exchange (“Exchange”) or the products of third party participating exchanges that are traded on or through the Exchange’s electronic trading platform (“Participating Exchange”), but is not limited to, “real time” or delayed market prices, opening and closing prices and ranges, high-low prices, settlement prices, estimated and actual volume information, bids or offers, and the applicable sizes and numbers of such bids or offers.

You are hereby notified that Market Data constitutes valuable confidential information that is the exclusive proprietary property of the applicable exchange, and is not within the public domain. Such Market Data may only be used for your firm’s internal use. You may not, without the written authorization of the applicable exchange, redistribute, sell, license, retransmit, or otherwise provide Market Data, internally or externally and in any format by electronic or other means, including, but not limited to the Internet. Further, you may not, without the written authorization of the applicable exchange, use Exchange Market Data for purposes of determining any price, including any settlement price, for any futures product, options on futures product, or other derivatives instrument traded on any exchange other than an Exchange or a Participating Exchange; or in constructing or calculating the value of any index or indexed product. Additionally, you agree you will not, and will not permit any other individual or entity to, (i) use Exchange Market Data in any way so as to compete with an Exchange or to assist or allow a third party to compete with an Exchange; or (ii) use that portion of Exchange Market Data which relates to any product of a Participating Exchange in any way so as to compete with that Participating Exchange or to assist or allow a third party to compete with such Participating Exchange.

You must provide upon request of the broker through which your firm has obtained access to Market Data, or the applicable exchange, information demonstrating your firm’s use of the Market Data in accordance with this Notification. Each applicable exchange reserves the right to terminate a market user’s access to Market Data for any reason. You also agree that you will cooperate with an exchange and permit an exchange reasonable access to your premises should an exchange wish to conduct an audit or review connected to the distribution of Market Data.

关于使用市场数据的统一通知

作为市场用户，您可以通过由券商或其附属公司向您提供的电子交易系统、软件或设备，获取市场数据的使用权限。市场数据可能包括：关于通过交易所电子交易平台（“参与交易所”）进行交易的交易所（“交易所”）产品或第三方参与交易所产品，但不限于“即时”或延迟的市场价格、开盘价和收盘价及范围、高位低位价格、结算价格、估计和实际的成交量信息、买方价或卖方价，以及这些买方价或卖方价的相应大小和数量。

特此通知您市场数据构成的适用交易所独家拥有财产的宝贵机密信息，且不在公众领域提供。这些市场数据仅限于您公司内部使用。未经适用交易所的书面授权，您不得以任何电子或其他方式，包括但不限于互联网，于内部或外部重发、出售、许可、转发或以其他方式提供市场数据。此外，未经适用交易所书面授权，您不得将交易所市场数据用作决定任何期货产品、期货期权产品，或在任何“交易所”或“参与交易所”以外的交易所交易其他衍生工具的任何价格（包括任何结算价格）的目的；或用于建立或计算任何指数或指数型产品的价值。此外，您同意将不会也不容许任何其他个人或实体，(i) 以任何方式使用交易所市场数据，用于与交易所竞争，或协助或容许第三方与交易所竞争；或(ii)使用与参与交易所任何产品相关的那部分交易所市场数据，以任何方式，用于与参与交易所竞争，或协助或允许第三方与此类参与交易所竞争。

在当您公司获取市场数据使用的券商或适应交易所要求的情况下，您必须根据通知提供证明您公司对市场数据使用的信息。每个适用交易所保留因任何原因终止市场用户使用市场数据的权利。您也同意与交易所合作，并在交易所希望进行与市场数据发布相关的审计或审查的情况下，允许交易所在合理的情况下拜访您的场所。

NEITHER AN EXCHANGE, NOR ANY PARTICIPATING EXCHANGE, NOR THE BROKER, NOR THEIR RESPECTIVE MEMBERS, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS, GUARANTEE THE TIMELINESS, SEQUENCE, ACCURACY, OR COMPLETENESS OF THE DESIGNATED MARKET DATA, MARKET INFORMATION, OR OTHER INFORMATION FURNISHED NOR THAT THE MARKET DATA HAVE BEEN VERIFIED. YOU AGREE THAT THE MARKET DATA AND OTHER INFORMATION PROVIDED IS FOR INFORMATION PURPOSES ONLY AND IS NOT INTENDED AS AN OFFER OR SOLICITATION WITH RESPECT TO THE PURCHASE OR SALE OF ANY SECURITY OR COMMODITY.

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无论是交易所、任何参与交易所、经纪商或相关成员、股东、董事、执行官、雇员或代理人，均无法保证指定市场数据、市场信息或所提供的其他资讯的及时性、顺序性、准确性或完整性，也无法保证所提供的市场数据已经过验证。您同意市场数据和所提供的其他信息仅供参考，并不构成要约或招揽任何证券或商品之购买或出售。

无论是交易所、任何参与交易所、券商或其相关成员、股东、董事、执行官、雇员或代理人，均无须对您或任何其他人士、公司，或企业以任何方式因市场数据所引起或与其相关的任何亏损、损害、索赔、罚款、费用或开支(包括利润损失)、包括但不限于市场数据或其传输中的任何延迟、不准确、错误或遗漏负责，或是为了因任何原因造成的服务不履行、不连续、终止或中断，或对于由此造成或因此产生的任何损害负责，无论损害是否源于自身的疏忽。如果上述披露声明和免责声明被视为无效或无用，无论是交易所、任何参与交易所、经纪商或其相关股东、成员、董事、执行官、雇员或代理人，在任何情况下均无须承担责任，包括其自身的疏忽、超出实际亏损或损失金额的部分，或您每月支付给经纪商的费用中较低者。您同意无论是交易所、任何参与交易所、经纪商或其相关股东、成员、董事、执行官、雇员或代理人，均无须对您或任何其他人士、公司或企业，因为任何间接、特殊或特别损害，包括但不限于利润损失、延迟成本，或数据遗失或损坏的费用负责。

DISCLOSURE STATEMENT ON FUTURES EXCHANGE OWNERSHIP INTERESTS AND INCENTIVE PROGRAMS

You should be aware that your Futures Commission Merchant (“FCM”) or one or more of its affiliates may own stock of, or has some other form of ownership interest in, one or more U.S. or foreign exchanges and clearing houses that you may trade on or that may clear your trades. As a result, you should be aware that your FCM or its affiliate might receive financial benefits related to its ownership interest when trades are executed on such an exchange or cleared at such a clearing house.

In addition, futures exchanges from time to time have in place other arrangements that may provide members with volume or market making discounts or credits, may call for participating members to prepay fees based on volume thresholds or may provide other incentive or arrangements that are intended to encourage market participants to trade on or direct trades to that exchange. Your FCM, or one or more of its affiliates, may participate in and obtain financial benefits from such an incentive program.

You should contact your FCM directly if you would like to know whether it has an ownership interest in a particular exchange or clearing house, or whether it participates in any incentive program on a particular exchange or clearing house. You may also contact any particular futures exchange directly to ask if it has any such incentive program for member firms.

关于期货交易所拥有权益和奖励计划的披露声明

您应该了解，您的期货佣金商(“FCM”)或其一家或多家附属公司可能拥有您可能在一家或多家美国或海外交易所和结算公司交易或进行结算交易的股票，或拥有其他形式的拥有权益。因此，您应该了解，您的FCM或其附属公司可能会在这类交易所执行交易或在这类结算公司进行结算时，获得与其拥有权益有关的财务利益。

此外，期货交易所可能不时有其他安排，可能会向成员提供就成交量或做市商活动的折扣或信用额、可能会要求参与成员根据成交量门槛预付费用，或者可能提供为鼓励市场参与者在该交易所进行交易或引导交易的其他奖励或安排。您的FCM或一家或多家附属公司，可能会参与此类奖励计划，并从中获得财务利益。

如果您希望了解FCM在特定交易所或结算公司是否有拥有权益，或是否有参与特定交易所或结算公司的任何奖励计划，请直接与您的FCM联系。您也可以直接与任何特定期货交易所联系，询问其是否有为成员公司提供此类奖励计划。

CME DISCLOSURE ON PAYMENT FOR ORDER FLOW

When firms provide execution services to customers, either in conjunction with clearing services or in an execution only capacity, they may, in some circumstances, direct orders to unaffiliated market makers, other executing firms, individual floor brokers, or floor brokerage groups for execution. When such unaffiliated parties are used, they may, where permitted, agree to price concessions, volume discounts or refunds, rebates, or similar payments in return for receiving such business. Likewise, on occasion, in connection with exchanges that permit pre-execution discussions and “off-floor” transactions such as block trading, exchanges of physicals, swaps or options for futures, or equivalent transactions, a counterparty solicited to trade opposite customers of an executing firm may make payments described above and/or pay a commission to the executing firm in connection with that transaction. This could be viewed as an apparent conflict of interest. In order to determine whether transactions executed for your account are subject to the above circumstances, please contact your executing firm account representative.

订单流程付款披露声明

当公司向客户提供执行服务时，无论是结合结算服务或仅具备执行权力，在某些情况下，可能会引导订单给非附属的做市商、其他执行公司、个人场地经纪商或场地经纪团体来执行。在采用这类非附属方时，在容许的情况下，可能会同意价格上的优惠、成交量的折扣或退款、回赠或类似款项，以作为接受这类业务的回馈。同样地，有些时候，那些允许执行前协商和“场外”交易，如大宗交易、现货交易、掉期(swaps)或期货期权或类似的交易，其所征询的、相对执行公司客户的对方可能会就上述的情况向与那个交易相关的执行公司付款或支付佣金。这可能会被视为明显的利益冲突。为了确定您账户执行的交易是否属于上述情况，请联系您的执行公司的账户代表。

DIRECT ORDER TRANSMITTAL CLIENT DISCLOSURE STATEMENT

This statement applies to the ability of authorized customers of TD Ameritrade Futures & Forex LLC to place orders for foreign futures and options transactions directly with non-U.S. entities (each, an "Executing Firm") that execute transactions on behalf of TD Ameritrade Futures & Forex LLC's customer omnibus accounts.

Please be aware of the following should you be permitted to place the type of orders specified above:

- The orders you place with an Executing Firm are for TD Ameritrade Futures & Forex LLC's customer omnibus account maintained with a foreign clearing firm. Consequently, TD Ameritrade Futures & Forex LLC may limit or otherwise condition the orders you place with the Executing Firm.
- You should be aware of the relationship of the Executing Firm and TD Ameritrade Futures & Forex LLC. TD Ameritrade Futures & Forex LLC may not be responsible for the acts, omissions, or errors of the Executing Firm, or its representatives, with which you place your orders. In addition, the Executing Firm may not be affiliated with TD Ameritrade Futures & Forex LLC. If you choose to place orders directly with an Executing Firm, you may be doing so at your own risk.
- It is your responsibility to inquire about the applicable laws and regulations that govern the foreign exchanges on which transactions will be executed on your behalf. Any orders placed by you for execution on that exchange will be subject to such rules and regulations, its customs, and usages, as well as any local laws that may govern transactions on that exchange. These laws, rules, regulations, customs, and usages may offer different or diminished protection from those that govern transactions on U.S. exchanges. In particular, funds received from customers to margin foreign futures transactions may not be provided the same protections as funds received to margin futures transactions on domestic exchanges. Before you trade, you should familiarize yourself with the foreign rules which will apply to your particular transaction. United States regulatory authorities may be unable to compel the enforcement of the rules of regulatory authorities or markets in non-U.S. jurisdictions where transactions may be effected.

直接订单发送客户披露声明

本声明适用于TD Ameritrade Futures & Forex LLC授权客户，以TD Ameritrade Futures & Forex LLC的客户综合账户名义直接与非美国实体(各自为一间“执行公司”)下单交易海外期货和期权的能力。

如果您获准使用上述指定类型的订单，请注意以下事项：

- 您与执行公司所下的订单是针对海外清算公司维持的TD Ameritrade Futures & Forex LLC客户综合账户。因此，TD Ameritrade Futures & Forex LLC可能会限制您与执行公司间设置的订单或附加条件。
- 您应了解执行公司与TD Ameritrade Futures & Forex LLC之间的关系。TD Ameritrade Futures & Forex LLC可能不会对您下单所在执行公司或其代表的行为、缺失或错误负责。此外，执行公司可能不是TD Ameritrade Futures & Forex LLC的附属机构。如果您选择直接与执行公司下单，您将需要自行承担风险。
- 您有责任查询代表您执行交易海外交易所的适用法律和法规。您在该交易所下单执行的任何订单均受此类规则和法规、其惯例和用法，以及该交易所交易所在地法律对交易管辖的限制。这些法律、规则、法规、惯例和用法，可能会与美国交易所交易提供不同或减少的保护。特别是来自客户作为海外期货交易融资资金的，可能无法获得与国内融资期货交易相同的保护。在进行交易前，您应熟悉适用于您特定交易的海外规则。美国监管机构可能无法强制交易执行地点所属、非美国司法管辖区的监管机构或市场执行其相关规则。

- It is your responsibility to determine whether the Executing Firm has consented to the jurisdiction of the courts in the United States. In general, neither the Executing Firm nor any individuals associated with the Executing Firm will be registered in any capacity with the Commodity Futures Trading Commission. Similarly, your contacts with the Executing Firm may not be sufficient to subject the Executing Firm to the jurisdiction of courts in the United States in the absence of the Executing Firm's consent. Accordingly, neither the courts of the United States nor the Commission's reparations program will be available as a forum for resolution of any disagreements you may have with the Executing Firm, and your recourse may be limited to actions outside the United States.

Unless you object within five (5) days by giving notice as provided in your client agreement after receipt of this disclosure, TD Ameritrade Futures & Forex LLC will assume your consent to the aforementioned conditions.

- 您有责任确定执行公司是否同意美国法院的管辖权。一般而言，执行公司和与执行公司关联的任何个人，均不会以任何商品期货交易委员会的身分登记。同样地，您与执行公司的往来也可能不足以令执行公司在缺少其同意的情况下，接受美国法院的管辖。因此，美国法院和委员会的赔偿计划，均不能作为解决您与执行公司间任何分歧的途径，及您的追索权可能仅限于美国以外的诉讼。

除非您在收到此披露声明后五 (5) 天内通过客户协议所提供的通知提出反对，否则 TD Ameritrade Futures & Forex LLC 将认为您同意上述条件。

FOREIGN TRADER DISCLOSURE STATEMENT

Dear Customer:

In accordance with Rules 15.05 and 21.03 of the Commodity Futures Trading Commission ("CFTC"), 17 C.F.R. §§15.05 and 21.03, we are considered to be your agent for purposes of accepting delivery and service of communications from or on behalf of the CFTC regarding any commodity futures contracts or commodity option contracts which are or have been maintained in your account(s) with us. In the event that you are acting as agent or broker for any other person(s), we are also considered to be their agent, and the agent of any person(s) for whom they may be acting as agent or broker, for purposes of accepting delivery and service of such communications. Service or delivery to us of any communication issued by or on behalf of the CFTC (including any summons, complaint, order, subpoena, special call, request for information, notice, correspondence, or other written document) will be considered valid and effective service or delivery upon you or any person for whom you may be acting, directly or indirectly, as agent or broker.

You should be aware that Rule 15.05 also provides that you may designate an agent other than TD Ameritrade Futures & Forex LLC. Any such alternative designation of agency must be evidenced by a written agency agreement which you must furnish to us and which we, in turn, must forward to the CFTC. If you wish to designate an agent other than us, please contact us in writing. You should consult 17 C.F.R. § 15.05 for a more complete explanation of the foregoing.

Upon a determination by the CFTC that information concerning your account(s) with us may be relevant in enabling the CFTC to determine whether the threat of a market manipulation, corner, squeeze, or other market disorder exists, the CFTC may issue a call for specific information from us or from you. In the event that the CFTC directs a call for information to us, we must provide the information requested within the time specified by the CFTC. If the CFTC directs a call for information to you through us as your agent, we must promptly transmit the call to you, and you must provide the information requested within the time specified by the CFTC. If any call by the CFTC for information regarding your account(s) with us is not met, the CFTC has authority to restrict such account(s) to trading for liquidation only. You have the right to a hearing before the CFTC to contest any call for information concerning your account(s) with us, but your request for a hearing will not suspend the CFTC's call for information unless the CFTC modifies or withdraws the call. Please consult 17 C.F.R. §21.03 for a more complete description of the foregoing (including the type of information you may be required to provide).

海外交易人披露声明

尊敬的客户：

根据商品期货交易委员会(“CFTC”)规则第15.05和21.03条，17 CFR §§15.05和21.03，我们被当作您的代理人，就任何您账户中维持的商品期货合约或商品期权合约，接受来自或代表CFTC的通讯传递和服务。当您作为任何其他人的代理人或券商时，我们同时也被当作他们的代理人，以及任何可能作为其代理人或券商的任何人的代理人，以接受此类通信的传递和服务。由CFTC发出或代表向我们提供服务或传送的任何通信(包括任何出庭传票、投诉、订单、证人传票、特别要求、信息请求、通知、信函或其他书面文件)，将被当作您或您直接或间接作为代理人或券商的任何人的有效力和有效的服务或传送。

您应了解规则 15.05 同时也规定您可指定除了 TD Ameritrade Futures & Forex LLC 以外的代理人。您必须向我们提供书面代理协议作为指定此类相关代理机构的证明。反之，我们也必须向 CFTC 转发该证明。如果您希望指定我们之外的代理人，请以书面形式联系我们。请参阅 17 C.F.R. § 15.05, 获得有关上述内容更完整的说明。

根据 CFTC 的决定，与您账户有关的信息，可能有助于 CFTC 确定是否存在市场操纵、垄断、挤压或其他市场混乱的威胁。CFTC 可能会向我们或您发出特定的信息要求。如果 CFTC 向我们发出信息的要求，我们必须在 CFTC 规定的时间内提供所要求的信息。如果 CFTC 通过我们作为您的代理向您发出信息的要求，我们必须及时向您传送要求，且您必须在 CFTC 规定的时间内，提供被要求的信息。如果任何 CFTC 关于您账户信息的要求未能满足，CFTC 有权限制相关账户仅能进行清仓交易。在 CFTC 就您与我们的账户相关信息发出要求前，您有权听审，但是除非 CFTC 修改或撤回要求，您听审的要求将无法中止 CFTC 的信息要求。请参阅 17 C.F.R. §21.03，以获得有关上述内容更完整的说明(包括您可能需要提供的信息类型)。

Certain additional regulations may affect you. Part 17 of the CFTC Regulations, 17 C.F.R. Part 17, requires each futures commission merchant and foreign broker to submit a report to the CFTC with respect to each account carried by such futures commission merchant or foreign broker which contains a reportable futures position. (Specific reportable position levels for all futures contracts traded on U.S. exchanges are established in Rule 15.03.) In addition, Part 18 of the CFTC Regulations, 17 C.F.R. Part 18, requires all traders (including foreign traders) who own or control a reportable futures or options position and who have received a special call from the CFTC to file a Large Trader Reporting Form (Form 103) with the CFTC within one day after the special call upon such trader by the CFTC. Please consult 17 C.F.R. Parts 17 and 18 for more complete information with respect to the foregoing.

Very truly yours,
TD Ameritrade Futures & Forex LLC

某些附加法规可能会影响到您。根据CFTC法规第17章·17C.FR第17章·要求每个期货佣金商和海外经纪商·就这类期货佣金商或海外经纪商所持有可报告期货持仓的每个账户·向CFTC提交报告(规则15.03规定了在美国交易所交易的所有期货合约的具体可报告持仓标准。)此外·根据CFTC法规第18章·17 CFR第18章·要求所有拥有或控制可报告期货或期权持仓且收到CFTC特别要求的交易人(包括海外交易人)·在收到CFTC特别要求后的一天内·向CFTC提交大额交易人报告表格(表格103)。请参阅17 C.F.R.第17章和第18章·以获得有关上述内容更完整的信息。

谨致
TD Ameritrade Futures & Forex LLC

Investment Products:

Not FDIC Insured * No Bank Guarantee * May Lose Value

投资产品:

非FDIC保险 * 非银行保证 * 可能会损失价值

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