

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.

若本协议的英文与中文版本内容有任何差异，以英文版本为准。

## 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

本协议管辖所有本人与您开设的账户、本人账户内所有的交易、使用您的网站、证券经纪服务、德美利证券的内容、和第三方的内容；对我的继承人、执行人、管理人、继任者和转让人有约束力，并将保证您的继任者的利益。在您处开设账户，本人知悉本人已接受、阅读和了解本协议，并同意受其条款约束。跟 TD Ameritrade Institutional Division 开设的账户受不同的协议管辖。

"我"、"对我"、"我的"或"账户持有人"代表在账户申请上签名的账户持有人。您、您的、或"德美利证券"代表德美利证券公司，且若适用，TD Ameritrade Clearing, Inc. ("清算公司")是德美利证券的清算经纪商。

## 2. 定义

**"账户"**指我跟您开设的账户或有权益的账户。

**"协议"**指应用于我的账户的条款、条件及任何补充协议及披露，它们可能不时修订。

**"适用规则"**指适用的联邦和州法律、规则及条例，任何自律机构的规则，以及交易所或市场及其清算所的宪章、和适用规则、规条、习俗和惯例。

**"经纪服务"**指您提供的德美利证券内容以外的网站和服务，我需要用在"我的账户"进行交易。

**"工作日"**指周一至周五，市场假日除外。

**"服务"**泛指网站、经纪服务、德美利证券内容、及第三方内容。不管我如何使用它们(举例：亲身使用、电话、网络或移动装置)，本协议适用于您提供的服务。

**"德美利证券内容"**指除了您提供的经纪服务，所有您网站的资讯、工具及服务，并且它们不由第三方提供。

**"第三方内容"**指所有由第三方提供，在您网站的资讯、工具、和服务，包括财务和投资工具、市场数据、报告、警讯、计算器、参加网上会议、电话会议、报告板、报税、或账户管理工具。

**"网站"**指德美利证券的互联网站，其注册网域为 <http://www.tdameritrade.com> 及其它，您通过它提供服务。

## 3. 我的账户和与您的关系

**a. 自我主导账户。**我知悉我跟您开设的账户是自我主导的，我对所有订单买卖、继续投资策略的决定或持有投资、以及在我的账户下的指示负责。除非您清楚指明您专为我提供建议，我所做的任何投资决定，或使用的投资策略，包括决定在账户中持有任何及所有证券

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.

衍生产品，是基于本人的投资或本人代理人的决定，并由本人承担风险。所有投资涉及风险，除非您向我提供个人建议，我或我的代理人对任何交易、投资、投资策略的适用性或与我投资相关的风险负责。我通过您使用的德美利证券内容或第三方内容不构成投资任何证券或衍生产品，又或采用任何投资策略的建议。

**b. 费用和佣金。** 我将支付适用于我的账户的佣金、收费、税费、及其它费用。网站上有目前的佣金定价及其它费用，您可随时在网站或以其它方式发布来更改您的费用和佣金。

您保留在关系到特殊优惠、服务组合或在其它情况下向不同的客户收取不同佣金的权利。您或清算公司可将服务我账户获得的营收或收费的一部分支付给向您或清算公司提供服务的第三方。如果我的账户是IRA或其它退休账户，我的账户可被收取费用(特定计划授权)来支付除您或清算公司以外的服务提供商。

**c. 对账单和交易确认单。** 我有义务在收到后适时检查交易确认和账户对账单，这些文件将被视为对我有约束力，除非我在确认寄出五天内及账户对账单寄出10天内通知您任何异议。

#### **d. 指示。**

1. 一般指示。您可接受并由我、我的代理人或我账户授权的任何人的指示行动。如果您决定订单需要我澄清，您可拒绝任何订单、或延迟下任何订单，我不会对您对拒绝或延迟造成的任何损失负责。您将不会接收任何由我的代理或我传送的订单或指示，除非您已知悉该订单或指示。您不会去决定我的代理人的身份或资格的有效性，以及此人的权力或行为的适当性。

2. 电汇转账。无论有或没有书面指示从我的账户进行电汇，我同意您可采用安全措施接受或就电汇要求作出行动。视乎种类、数量、和电汇要求的频率，我同意这些安全措施可包括一个或部份或所有以下：申请人和或账户拥有人身份证明和核对；申请人和或账户持有人签名比较或核对；接受银行和或指定账户确认；由电邮、讯息中心、或给账户持有人和或被授权代理人致电提供的通知；账户监控和或趋势分析。在某些情况下，您可对可动用资金设限并要求更多的文件。

我同意以上的安全措施在所处情况中有商业上的合理性。无论有或没有书面指示，我同意受电汇指示约束。不管有没有授权，您依照这些措施执行，除非我事前通知您我的账户内存在可能的非授权活动，而您有合理的机会就通知作出反应。

3. ACH交易。我授权的发起人可能会不时向我的账户发送ACH的存入或转出。对于每笔ACH交易，我同意其将会受NACHA运作规则和方针或其他资金转移系统规则的约束，且以下额外的规定应适用：(1)德美利证券转移到我账户的资金款项是暂时的，直至德美利证券收到最后结算或支付的款项，而且我同意如果您没有收到最后的结算或付款，德美利证券可以撤回暂时的存款/或自我处获得退款；(2)受益人银行从我的账户向受益人支付的资金将是临时的，直到最终结算或根据适用法律认为收到付款为止，且我同意受益人银行可能会撤回其暂时的入款项目并从受益人处获得退款，而我作为付款的发起人，将不会被视作向受益人付款；(3)我特此授权任一始发存款金融机构(ODFI)根据ACH的运作规则，在我的账户中输入支出款项进行电子呈递或再呈递由我开支或授权的款项；及(4)如果我收到非授权的支出款项，我将需要致电1-800-669-3900联系德美利证券来向其提交书面非授权支出款项声明。

**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. 不认可当日冲销策略。** 您不建议、认可或推销“当日冲销”策略，它可让我蒙受巨大的财务风险。如果我在一天中累计多次买入某一证券仓位，随后又通过一次卖出交易在同一天对其清算和/或平仓，则表示我的意图是执行当日交易，唯一例外是除非我通知您相反的意图。

**f. 清算协议。** 您及清算公司签有清算协议，清算公司是为您做证券交易的清算代理。您传送客户指示给清算公司执行。清算公司在完全披露的基础上维持我的账户。除非另行指示，所有证券、股息、和卖出所得将在清算公司保存。

**g. 附属公司的证券交易。** 如果我交易的是由Charles Schwab Corporation (“CSC”) 或者是由CSC旗下实体所发行的证券，我承认并理解您受CSC控制，且/或您和发行人共同CSC的控制。

**h. 账户保护。** 您是证券投资者保护公司 (“SIPC”) 的会员，它保障其会员的证券客户最高 \$500,000 美元(包括 \$250,000 现金索赔)。可在 [www.sipc.org](http://www.sipc.org) 要求说明手册。此外，您通过由伦敦保险商提供的附加保险，向每个客户提供 1.495 亿美元证券保护和 \$2 百万现金保护。在券商破产的情况下，客户可收到由破产信托者支付的款项，再而是 SIPC。附加保险在信托和 SIPC 付给之后支付。而在其保险下，每个客户由信托、SIPC 和伦敦保险商共得到的回款限于 \$1.52 亿美元 (\$152 million)。德美利证券附加保险对所有客户的累积限额为 5 亿美元。这项保险在经纪商倒闭后提供赔偿，但不保障证券的市场价值亏损。

索取有关 SIPC 的资讯，包括 SIPC 说明手册，我可按以下联络 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。** 账户持有人和指定受益人关系的变更(如结婚、离婚、或领养)，将不会自动添加或废除受益人的指定。举例：若账户持有人指定配偶为受益人，而他们其后离婚，前配偶仍然是账户的受益人，除非账户持有人向您递交新的指定受益人。

**j. 遵守法律。** 我同意遵守适用于我账户的法律、规则、法规。

#### 4. 关于我

**a. 法律资格。** 我在我居住的司法管辖区达到法律年龄，有资格和权力签署本协议。

**b. 资料准确性。** 所有向您提供的资讯为真实和正确，我会在这些资讯变动后10个工作日内适时以书面通知您。您可信赖我向您提供的资讯。

**c. 账户权益。** 我声明除了我(我们)之外，没有人拥有我(我们)的任何账户的权益。(除非我以委托人身身份开设账户)。

**d. 多个持有人。** 如果有多于一个账户持有人，那么协议条款适用于每一个持有人。在共同财产州(communitary property)的夫妻账户将作为夫妻共同财产，除非我们另作指示；任何其它共同账户将以生存权共同账户持有，除非我通知您另一种拥有权型式，并应您要求提供这些文件。您不对执行其中一个持有人的指示或要求来自所有持有人的指示可能造成的亏损负责。如果我已婚，我可跟我的配偶设立完全共有共同账户。如果我合法离婚，我将会通知您。

**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. 账户证券的权利、条款和义务。**除非应适用规则要求，您没有义务通知我任何关于我的证券仓位的事件，如果没有我的具体指示，您也没有义务代表我就此类事件采取任何行动。我有责任知悉我账户中证券的权利、条款、和义务，并监控涉及我证券仓位或我有意下订单证券所发生的事件。

**5. 隐私和保密**

**a. 隐私。**您将采取合理措施保护您拥有的有关我的账户和我的信息的隐私和机密性。您的隐私声明说明您如何收集和保护好我的信息。隐私声明已被纳入本协议用于参考。

**b. 账户号码、个人标识码(PIN)、密码。**我将收到一个密码和或个人标识码(泛称PIN)，使我以电子方式使用我的账户。账户号码、用户ID和PIN是机密的，我对它们的机密性、保护和负责。受限于德美利证券资产保护保证(TD Ameritrade Asset Protection Guarantee)，我同意对我账户的所有活动负责。您可相信，无论有或没有书面指示，我已授权在我账户号码、PIN下所收到的任何订单或指示，或启动电子转移资金。

**c. 德美利证券资产保护保证。**如果我因没有授权的活动，账户损失现金或证券，您将返还我损失的现金或证券。如果您决定不是由于我的失误，非授权活动造成损失，您承诺给我这个保护。如果我做这五项，您承诺给我这个保护：(1) 保管和保密个人识别资料和账户资料，因为与其他人分享我的密码、PIN、密码问题的答案或其它身份验证方式意味着我授权他们在我的账户采取行动；(2) 使用访问我的账户所需的标准安全功能（这些功能可能会随时间而变化），包括使用多因素身份验证。(3) 始终给您我的最新联络资料，包括我的电子邮件地址和电话号码，若有可疑欺诈，您可联系我；(4) 根据本协议经常检查我的账户和及时查看我的对账单，并立即向您报告任何可疑或未授权活动；以及(5) 如果我账户的密码信息有可能已泄露，我将应您的要求采取行动，并配合任何调查。我同意未授权活动不包括任何我、投资顾问或家庭成员或其它我允许使用我的账户或我的账户资料作任何用途的活动，如交易证券、开支票、或提款或转移，采取或应我要求采取的行动或交易。

**d. 电话对话和电子通讯。**您可录制和监控与我的任何电话、录像、或电子通讯。

**e. 信用报告。**我授权您索取我的信用报告以核证我的信用能力，并向信用评级公司提供资料。根据要求，您将通知我是否有要求报告，并向我提供制作报告的信用评级公司的名称和地址。如果我不能履行我的信用义务条款，您可向信用评级公司递交负面的信用资料。

**f. 向第三者披露账户资料。**与您的隐私声明一致，您和您的代理被特别授权向第三者披露有关我账户和我的资料。

**g. 可信联络人授权。**如果我选择向您提供可信联络人授权，您被授权向相关可信联络人授权表格所列的可信联络人以口头和书面，或以其它我提供您可信联络人资料的方式联络。

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.

我知道与可信联络人的通讯可包括任何账户持有人的资料、为可信联络人提供的账户资料、任何其它账户持有人有权益的任何其它德美利证券账户的资料、或其它账户持有人向德美利证券提供的任何其它资料。

我知道您可基于以下原因联络可信联络人：(1) 如果对我的所在或健康状况有任何问题或担忧；(2) 如果您怀疑我可能是欺骗或财务剥削的受害者；(3) 如果您怀疑我可能不再有能力处理我的财务；(4) 确认任何合法监护人、执行人、信托人、授权交易者、或授权人的身份；或 (5) 如果您有任何其他问题或无法就我的账户事宜联络上我。如果我的账户是实体或其他非自然人账户，您也可以出于上述原因联系账户上指定的任何授权代理人。

我另外同意：(1) 可信联络授权不强加任何您与我的可信联络人通讯的义务；(2) 可信联络授权不授权可信联络人作任何投资决定或代我与您作任何业务交易；(3) 可信联络授权不是必选的，且我可随时以书面通知您更改或退出；(4) 所有列名的可信联络人为 18 岁或以上；(5) 如果有多个账户持有人，您将有权按照任何一个或多个账户持有人的指示添加可信联系人，并且无论是哪个账户持有人授权添加的可信联系人，您将无需对可信联系人共享的信息承担任何责任；且 (6) 您被免除所有因向可信联络人透露或不能透露个人和或账户资讯而可能引起、关系到或牵涉到的索赔、行动理由、损害、亏损、开支、成本和任何形式的责任。

## 6. 客户通讯

**a. 地址。** 您可向我提供的邮寄地址、电邮、电话号码或传真号码发送通讯，您亦可以口头或通过您网站的安全信息中心递送讯息。不管我是否真正收到，通讯被视作已向我递送。

**b. 电子签名。** 我使用电子签名签署您的文件在法律上如同我亲笔签名一样约束我。使用这些文件的电子版本完全满足以书面向我提供的任何要求。如果我电子签署，我表明我有能力连接和保存文件记录。我有责任了解这些文件并同意与您通过电子方式与您进行业务往来。我有义务定期查阅网站看变更或修正。

**c. 许可。** 就同意以电子递送有关我账户的所有讯息，我授权您通过以下方式向我递送所有讯息：(1) 电邮至我指定的电邮地址；(2) 网站发布通讯或在其它可以阅读和打印的网络地址；和(3) 发送电邮给我，它包含一个引导我访问的网站链接或地址，在那里有发布通讯可供阅读和打印。(4) 发送给我的电子邮件中包含网站的链接或互联网上发布信息的地址，并且可以阅读和打印。无论我是否连接或查看通讯，此类递送在任何适用规则下将对我而言是有效的递送。虽然我同意电子转递，您可以选择以其它方式递送通讯，这不影响我的许可。我将通知您任何地址变更。我可取消电子递送通讯的许可，并收取书面文件。您有合理时间作出更改，并对邮寄书面印本收取合理的费用。

**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 CTApplan.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 losses or damages outside of your control or that you did not cause.

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. 设备。** 如果我同意电子递送，我必须要有可以上网的电脑、电邮地址、和有能力下载、储存或打印通讯作个人记录。我有责任取得和维护所有上网使用我账户的设备和服

## 7. 电子服务

**a. 可用性。** 您不保证所有媒体在特定时间可供我使用。在需求高峰、市场波动、系统更新、或其它原因期间，使用网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，暂停或拒绝使用服务的权利。我知道账户活动可通过不同的媒体(如电话通系统 [IVR] 和电话)进行，并如果某些媒介不能使用，我将使用其它媒介进行账户活动，您不就在任何时间不可使用、延迟、或任何媒体失灵，或就使用、传输品质、中断、或电话线路、电脑系统或软件失灵负责。

**b. 服务使用。** 受本协议允许，我以合法、个人和非商业用途使用服务。我将不会通过网站传输任何形式违反或侵犯他人权利，或鼓励导致民事或刑事责任行为材料。我将不会修改、翻印、发布、传送、授权、参与转移、或销售、复制、制造衍生产品、分发、再分发、展示或以任何型式利用服务。我将不上载、发布、解码、逆向工程、反汇编、修改、复制、分发、传播、复制、再版、许可、展示、出售或转让，或从服务中创建衍生产品。使用网站上的软件受到美国出口管制，适用规则所禁止的任何人不可下载。

我可在一台电脑下载软件作个人、非商业使用，只要我完好保持所有版权及其它独家的通知。您及第三方供应商保留随时不作事先通知，就修正、修改、更改、更新、暂停、施加限制或限制、拒绝使用、删除或中断服务的权利。第三方供应商可能会就我违反此协议对我强制执行此协议或对我采取行动。我进一步承认，我要遵守由证券信息处理方发布的接收和使用实时市场数据的任何协议，例如，发布在CTApplan.com 上有有关使用户协议的协议。

**c. 有限责任。** 所提供服务为“现状”和“现有”。您、您的附属公司、第三方供应商及他们各自的授权者、雇员、分销商、或代理都不对系统做任何表示，并明示放弃所有保证。根据适用规则，您、您的附属公司、第三方供应商、或各自的授权者、雇员、分销商、或代理，绝不会对我或任何第三方就在您控制范围之外或非有您造成的任何损失和损害负责。

我独自负责我的投资研究，并您或任何第三方供应商不会对准确性或市场数据的及时性作出任何声明、保证、或其它保证，您或任何第三方对现在或将来价值或出售、交易或其它涉及某一证券或任何其它投资的适当性作出声明、保证、或其它保证。

**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:

- As a self-directed trader, I am responsible for selecting the terms of my orders, including the order type, quantity, and time in force.
- 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. 知识产权。**我对服务的使用不会赋予我任何所有权，所有权益或知识产权。服务受美国专利、版权法律、国际合约、或惯例及其它法律保护，并将仍是您或第三方提供者的独家财产。您或您附属或任何第三方提供者的公司名字、标志、及所有相关产品及服务名字、设计标志、口号是这些公司的财产。我没有被授权在广告、公开或任何其它商业行为使用这些名字或标志。

**e. Cookies。**您在网站和我的浏览器使用 cookies 将需要接受所有 cookies 进行全面运作，某些网站的功能或要接受 cookies。

**f. 网址连结。**网站或包含连结到、由附属或非附属第三方拥有或运作网站的连结，您及第三方供应商都不对在其它这些网站的内容或可用性负责，且不对任何依赖这些网站导致的任何损失承担责任。

## 8. 经纪服务

**a. 订单转送和执行。**除非我指定执行的市場，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裡，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，除了及時執行訂單並遵照我的訂單條件，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；帳戶限制。**您保留不接收存入資金或某些證券到我的帳戶，及可拒絕我任何的訂單的權利。您亦保留對我的帳戶施加交易、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，我帳戶的部份或所有資產擁有權存在爭議，您可限制我的帳戶提款或交易。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，我明白並同意以下：

- 作為自主交易者，我有責任對我交易訂單中的細則進行選擇，包括訂單類型、數量和有效時間。
- 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，並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並減少量的保證，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，並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 .
- A market or stop-market order placed when markets are halted or closed, or for a security that has not traded on the public market before, may be executed once markets open at a price substantially higher or lower than the previous closing price or the anticipated price for the security.
- I am obligated to pay or receive the prevailing market price at the time my market order or stop-market order is executed, even if the execution price is significantly higher or lower than I anticipated when I placed the order. If I do not have a margin account and my market order is executed at a price that overspends the available cash in my Account, you have the right to take immediate action to force the sale of securities in my Account without notice to me or to take other appropriate actions to protect your financial interests. I agree that I will be responsible for any subsequent debit balance in my Account. Accounts with margin privileges are subject to the Margin Trading terms in this Agreement.
- 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.
- 市价和止损市价单的执行价格可能大幅偏离该证券的报价。限价单将只能以特定的价格或更好的价格执行，但有可能订单不被执行。
- 当市场暂停或闭市时所下的市场单或市场止损单，或之前未在公开市场上交易的证券，可能会在市场开盘时以远高于或低于之前的收盘价或证券预期的价格被执行。
- 当我的市价单或止损市价单被执行时，我有义务支付或接收现行市场的价格，即使执行价格远高于或低于我下订单时的预期。如果我没有融资融券账户，而我的市价单以超出我账户可用现金的价格被执行，您有权在不通知我的情况下立即采取行动强制出售我账户中的证券，或为保护您经济利益而采取其他适当的措施。我同意我将对我账户中的任何后续借记余额负责。具有融资融券特权的账户受到本协议中融资融券交易条款的约束。
- 在场外布告栏交易的证券、粉红单证券及其它交易量少的证券拥有特定的交易风险，因为它们通常比在交易所交易的证券更加波动而且一般流通性不高。您保留不事先通知对交易这些证券施加限制的权利。
- 当系统问题导致不能下买入或卖出订单，我可能在股票的价格和交易波动期间蒙受市场损失。

**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. 订单流动付款。** 您可能收到来自市场的、作为传送订单给他们的报酬，这些付款的来源和数量可应书面要求提供。市场可为他们自己的账户作为主委托人买、卖或持有证券，而且他们在当执行您的交易时赚钱。

NMS规则607条例要求经纪交易商在开设新客户账户时及其后的每年披露：(i) 其关于接收订单流动付款的政策，包括关于是否收到用于传送客户订单的为订单流动而付款的声明，以及收到补偿金性质的详细说明；(ii) 在没有具体说明订单流动付款方的情况下，用于确定客户订单传送到哪里的规定。

公司通过指示上市证券和场外交易证券而获得报酬，且期权订单流向选定的市场中心（例如，经纪交易商、交易所和替代交易系统）执行。报酬通常为每股或每张合约现金支付的形式。接收订单流动付款的可能性不是确定传送的因素。德美利证券还可从执行此类交易的市场中心获得与外国证券交易中的外汇兑换部分获得报酬。根据SEC规则606条例，德美利证券会发布季度报告，其中详细阐明德美利证券在NMS证券中将订单传递至材料市场中心的信息，以及德美利证券与这些市场中心的物质关系。该报告可以在[www.tdameritrade.com/historical-606-disclosure.page](http://www.tdameritrade.com/historical-606-disclosure.page)上获得，也可以通过书面形式索取。根据SEC规则606 (b) (1) 的要求，根据要求，德美利证券将在您提出请求之前的六个月内提供您的订单要执行到的市场中心的身份，无论这些订单是指示订单还是非指示订单，以及执行此类订单导致的执行时间（如果有）。这适用于保留订单流和非保留订单流。

德美利证券会定期评估由市场中心提供的执行质量，我们会将订单流传送到这些我们找到的客户最佳执行的市场中心。对于非指示客户订单，我们的规则是根据FINRA规则5310补充材料中更详细讨论的诸多因素将订单传送到市场中心，包括在适用情况下（但不一定限于）的执行速度、价格改善机会、价格调整差异、执行的可能性、订单的适销性、数量保证、服务水平和支持、订单处理系统的可靠性、客户需求 and 期待值、交易成本以及公司是否将收取将订单流传送到此类市场中心的报酬。当订单的执行价格比显示的国家最佳买方价或卖方价更优惠的时，价格将改善。



**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。**我授权的所有订单是我了解到我将在清算日或之前，支付任何购买和送交证书以平掉销售下被处理。我下的所有卖出订单在我下订单时，将是我持有的证券，且在可送交的状况，除非我另外通知您。

您保留在接受任何订单前，要求全额支付或可接受存入净资产的权利。我将在购买或卖空交易执行和/或结算前，在我的账户内持有所要求的现金、可用资金或净资产，以及在我的账户内有所要求的证券。如果我账户内没有足够资金或证券，您有权在我支付花费下平仓或买入证券，而我要负责任何的成本或亏损。

**f. 应要求偿还欠债。**如果我在您关联公司（例如Charles Schwab Futures and Forex LLC.）所持的账户中产生了欠债，我理解并承认您和您的关联公司可能决定将我的债务转移到我的账户。根据适用法律，我将应您要求，对我账户所欠任何债务付款，包括在追收这些款项产生的合理成本。

**g. 债务担保。**我允许您对我账户中所有证券、现金、投资财产及其它财产拥有持续权益、抵消权和留置权(抵押)。根据适用规则，和不事先通知我，您可卖出或转移抵押品来履行我的义务。您还可自行决定出售哪些证券或其它财产，以及平仓那些合约。您拥有《统一商业法典》(Uniform Commercial Code) 下受保障方的所有权利。

**h. 卖空。**如果在我下订单之时，我没有持有我有意卖出或在结算前不能交付证券，我将指定任何卖出订单为“卖空”销售。所有卖空销售将在融资融券账户执行。

**i. 共同基金和ETF。**我授权您监管我直接通过您购买共同基金。购买共同基金时，我知悉我已收到并阅读共同基金公开说明书。购买共同基金可有最低投资要求、资格和其他限制，还可能有费用和开支。在某些情况下，某些货币市场基金可能会征收流动费和实施赎回限制。

而部份通过您出售的共同基金可对购买的股份收取费用，名为“销售费”(sales load)。我可通过您购买共同基金份额而不付预付销售费(front-end sales load)，但我可被收取费用，名为“有条件递延销售费用”(“contingent deferred sales charge”)。当我出售或赎回我的股份，您可收取部份或所有的销售费。

如公开说明书所述，一些共同基金同意减免对于购买超出指定数量基金的预付销售费。我有责任决定并取得任何费用免除、临界点折扣，或向您提供充足的、帮助我取得此类优惠的资料。

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.

您可从基金公司，包括那些参与您无销售费、无交易费(NTF)计划的基金公司获取就提供记录、股东服务和其他行政与分销服务的报酬。这些服务的报酬金额部分取决于您的客户对此类资金的投资金额。部份基金收取分销或服务费，又名“12b-1”费用。您可对我投资在这些基金的股份收取“12b-1”费用。如果我用网络直接通过您投资无交易费共同基金(“NTF基金”)，我将不会支付交易费用。我亦可直接通过基金分销商或承销商购买共同基金而不产生交易费用。您就参与 NTF 基金计划从基金公司收取报酬。NTF 基金有向持续投资其基金收取其它费用和开支，这在公开说明书中有所描述。德美利证券从某些 ETF(交易所交易基金)就免佣金 ETF 计划收取参与股东、管理和其他服务的报酬。

**j. 现金功能计划。** 现金功能计划是您提供的一项服务，即在我做出如何将资金用于长期投资的决定之前，允许将我账户中未投资的资金或“免费信用余额”赚取收入。我的未投资资金可能会通过可用的替代方案赚取利息，这些替代方案被称为“功能”。我选择的功能，或分配给我账户的适用功能，被称为“指定功能”。我了解我可能不符合某些功能的资格。

现金功能计划中可用的功能包括“转存”工具(“Sweep Vehicles”)，我的资金会自动存入或投资(即转存)。目前，可用的转存工具是德美利证券FDIC 保险存款账户(“IDA”)功能和货币市场基金功能。目前每个 IDA 功能和货币市场基金功能都需符合某些资格要求。

我的账户可能不符合 IDA 功能的资格。我必须在我的账户中维持最低市值为 50,000 美元(“最低账户价值”)的资产才有资格获得 IDA 功能。最低账户价值要求将分别应用于我的每个账户。如果我指定的功能是 IDA 功能，您可以随时确定我账户中的资产价值是否低于最低账户价值，并且您可以书面通知我，我指定的功能将更改为德美利证券现金功能。书面通知中将指定具体宽限期，让我有机会在该日期前满足最低账户价值，以便保留我账户中的 IDA 功能。如果我不再符合 IDA 功能的资格，我的资金将从 IDA 功能中的计划银行(定义见下文)中提取，并将保存在我德美利证券现金功能中的账户中。我理解并承认，从 IDA 功能提取我的资金并将其保存在德美利证券现金功能中，可能对德美利证券、计划银行或两者都有好处。

您可以随时施加新的资格标准、更改现有的资格标准或更换我可用的转存工具。您可以自行决定对一位或多位客户授予免除资格标准的例外情况，而不必授予我此类例外。您也可以随时更改转存工具的任何条款与规定。您将提前通知我转存工具的任何此类更改。我了解，如果我不再符合使用我当时转存工具的资格，在事先通知的情况下，您可以从该转存工具中提取或赎回我的资金或股份，并将卖出所得投资或存入通知中所述的替代指定功能中。我的账户将接受新指定功能的条款与规定的约束。

通过现金功能计划，您还提供了德美利证券的现金功能，即我账户中未投资的资金将保留在我的账户中，并赚取德美利证券支付的利息。我在德美利证券现金功能中的资金在适用限额内由 SIPC 承保，详情请见客户协议。

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.

德美利证券现金功能计划是提供给居住在美国及其领土以外客户使用的唯一功能。如果我的指定功能是 IDA 功能，并且我居住或迁往美国及其领土以外，我理解德美利证券将在书面通知 30 天后将我的指定功能更改为德美利证券现金，并将我 IDA 功能的计划银行存款账户的资金提出并存入我的德美利证券现金功能账户中。

如果我有资格使用多个功能，我可以随时指示您将我的指定功能更改为我有资格使用的另一功能，并承认根据此类指示，如适用，您可以从我的指定功能中提取或赎回我的资金或股份并将此类余额转移到新指定的功能中。

在我的账户中卖出证券的所得将在结算后存入我的指定功能。我存入账户的任何支票所得将在您收到后的工作日存入我的指定功能，并在该日开始赚取股息或利息。最多四个工作日将被拒绝访问，以确保此类支票不会跳票。

我承认您将自动提取或赎回我在指定功能中持有的资金或股份，以履行我在我账户中的义务。我授权您选择并使用您认为合适的代理。与每个功能相关的费用将因功能而异。除非适用规则要求，否则这些费用的任何部分都不会减少或抵消应向您支付的费用。

如果我的指定功能是转存工具，并且我的账户被标记为“惯性当日冲销交易者” (Pattern Day Trader)，您可以将我的指定功能更改为德美利证券现金。

这三个功能中的详细描述如下：

- 1. TD Ameritrade FDIC 保险储蓄账户。**通过 IDA 功能，我账户中的可用现金将自动存入一家或多家银行（“计划银行”）的计息货币市场存款账户（“存款账户”）中，其存款由 FDIC 提供保险。其中三个计划银行是 Charles Schwab Bank, SSB; Charles Schwab Premier Bank, SSB; 和 Charles Schwab Trust Bank，皆是您券的附属公司。您将在您的网站维护当前计划银行的列表：[tdameritrade.com/idaprogrambanks](http://tdameritrade.com/idaprogrambanks)。

计划银行的存款账户是以清算公司的名义作为代理人为其客户而持有。我在每一个计划银行的资金都有资格得到 FDIC 保险，金额为每一个公认的合法账户中的每一个储蓄者的本金和累计利息 \$250,000。银行转存计划为我的每个公认合法账户的提供了至少由两个计划银行（可能与您关联或不关联），每一个公认的合法账户中的每一个储蓄者的获得最高 \$500,000 的 FDIC 保险。根据与计划银行达成的存款限额，如果我的现金被存入两个以上计划银行，那么我可能获取每个公认合法账户中每个存款人超过 \$500,000 的 FDIC 保险。

此外，您将确定 IDA 中计划银行的顺序，以用于根据多种因素接受存款，包括但不限于与特定计划银行协议商定的最低和最高存款余额，以及您和特定计划银行之间的合同安排。我的存款通过 IDA 功能转入存款账户，连同我在每个计划银行以相同法律身份持有的任何其他存款累计总和，将资格获得 FDIC 保险。

有关 FDIC 保险的问题可发给您。也可通过写信给 FDIC (550 17th Street NW, Washington, D.C. 20429)、致电 (877-275-3342, 800-925-4618 (TTY)、或使用 FDIC 的在线客户援助表，或访问 FDIC 网站 [fdic.gov](http://fdic.gov) 来联系 FDIC。使用 [edie.fdic.gov/](http://edie.fdic.gov/) 上的 FDIC 电子存款保险评估工具了解有关 FDIC 承保范围的更多信息。

我每个账户中的未投资资金将存入一个或多个计划银行的账户中，在任何计划银行的存款账户中的金额最高为 247,500 美元，“超额银行” (Excess Bank) 除外，该银行收取存款无限制，即使超额银行的存款账户中的金额超过我可以获得 FDIC 保险。包括“超额银行”在内的计划银行的完整列表包含在您的网站 [tdameritrade.com/idaprogrambanks](http://tdameritrade.com/idaprogrambanks) 上。我可能会与您联系以确定分配给我的账户的计划银行列表。

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.

任何我直接在一个计划银行，以相同可保账户，又或通过中介(如您或其它券商)的存款(包括定期存款)，将与我在这些计划银行的 IDA 的存款一起计算，来决定我的最高 FDIC 保险额。我有责任检查我在计划银行存款的总额，以决定 FDIC 给我的保险额度。我知悉 IDA 为计划银行的义务，而不是您的义务。

我可以在 [www.fdic.gov/news/publications/pichardcopies.html](http://www.fdic.gov/news/publications/pichardcopies.html) 或通过邮件联系 FDIC 公共信息中心 ( L. William Seidman Center, Virginia Square, 3501 North Fairfax Drive, Arlington, VA 22226 ) 或致电 703-562-2200 获取关于每个计划银行的可用公共财务信息。您对计划银行的财务状况或有关计划银行任何公开财务资讯的准确性不作任何形式的保证。您将不对任何有保险或没有保险的 IDA 部份负责。在我账户的现金将每日自动转存到计划银行的存款账户。根据联邦法规要求，计划银行在批准储蓄账户的提款要求前，有权要求 7 天提前通知。目前，计划银行无意图行使这项权利。此外，您在计划银行、作为我的代理所持的储蓄账户可能有转移限制，以防止将此账户用作交易账户。以下条款适用于存款账户：

- 当我账户中的资金首次可以存入计划银行的存款账户时，您作为我的代理人将代表我在计划银行开设存款账户，并将我账户中的可用资金存入计划银行的存款账户。一旦达到第一个计划银行的存款限额，资金将存入下一个计划银行，直至达到存款限额。一旦我所有可用计划银行的存款都达到了存款限额，所有剩余的未投资资金将无限制地存入超额银行，且无需考虑 FDIC 保险限额。您将定期再平衡我的存款账户，使到我在计划银行中存款账户的资金维持在适用 FDIC 保险限额之下(超额银行除外，它没有限额)。
- 应付我账户负余额的所有必须提款将由作为我代理的清算公司进行。当我购买证券或要求自我的账户提取资金，将造成负余额。
- 我的账户对账单将显示每一个我存款的计划银行名称、在每一个计划银行的存款余额、该月任何的提款以及适用的利率和我的存款赚取的利息。您，而不是计划银行，对我账户月结单的准确性负责，包括通过 IDA 功能维护的存款账户中的交易。我可以致电 1-800-669-3900 与您联系，了解有关我的余额信息，或者如果我对我的账户报表有任何疑问。
- 计划银行的存款限额设于稍低于 FDIC 保险额度以让存款积存利息。计划银行存款限额设于 \$247,500(联名账户为 \$495,000)，它可因应 FDIC 保险限额和利率情况随时重设。如果我在一个计划银行的 IDA 所支付的利息导致我的 IDA 总额超过另一个计划银行的存款限额，该 IDA 将在下一天再平衡，超出存款限额的部份将转存到另一个计划银行。
- 我不可改变计划银行、存入计划银行资金的顺序或任何计划银行最高存款额。我可随时退出 IDA 功能，并使用另一个功能。

- 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.
- 我将根据由您决定、适用于我的分级利率或层级获取存款账户中存款的利息。我了解利率可能会由于优惠或在您处持有的资产水平而不同。从IDA中获得的利息会因时间不同而异，但是不论我的现金是由哪家计划银行持有，您付给我的利息将与您提供给我的利率或层级一致。IDA支付的利息可能会高于或低于存款人直接存入计划银行或其他存款机构类似账户的利息。目前的利率可在网站提供 <https://www.tdameritrade.com/pricing/margin-and-interest-rates.html>，或我可联络您获取目前利率。利息将从存入存款账户那天起针对余额累计，直至从存款账户提款之前的一个工作日。利息将每日累计，并在每月最后一个工作日计入，您使用每日余额方法计算我账户的利率。
- 我与您和计划银行的关系
  - 清算公司作为我的代理存款到存款账户，并自存款账户提款。存款账户将不发证明，如存折或证书给我。在计划银行存款账户的拥有权将以计划银行账面输入做记录，和清算公司维护的记录证明。如果我认为在我的账户和存款账户之间有任何未授权活动，又或我对计划银行的存款账户有任何投诉，我将联络您。
  - 您可以终止我使用 IDA 功能。如果您终止我使用 IDA 功能，或不希望就存款账户作为我的代理，我可直接与计划银行接触，并受到设立和维护储蓄账户的规则规管。在您终止我使用 IDA 功能的情况下，您将告诉我替代功能，或我可用的功能。同样，如果我决定终止使用 IDA 功能，又或不再希望清算公司就存款账户作为我的代理，我可跟计划银行建立直接的储蓄关系，并受计划银行规则规管。与计划银行建立直接储蓄关系将使我在计划银行中存款账户的存款余额与我的账户分开。
  - 除非我如上所述直接在计划银行开设存款账户，否则关于我在 IDA 功能中的资金流动的任何说明必须由您提供给计划银行，并且有关功能的信息只能由您提供。计划银行不会接受直接由我提出的关于 IDA 功能所持存款账户的指示，也不会直接向我提供有关此功能的信息。
- 我理解并承认，计划银行从我IDA功能存入的资金中受益，因为他们使用IDA余额为当前、新投资和借贷活动提供资金。计划银行以它们的资金成本(例如存款)和资产回报除去开支来获取正价差以追求盈利。您从计划银行(与德美利证券不关联)按量收取 0.70% to 1.00% 费用。对于属于关联银行的计划银行，每个账户您将最多获得\$100的费用。您有权免除所有或部份费用。您收取的费率可能超过我在存款账户余额的利率或有效收益率。除了经纪账户收取的适用费用，将不会在我账户内对转存选择这项功能征收费用或佣金。IDA 目前的利率将在您的网站披露，并可事先通知作更改。

- 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.

• 如果一个或以上计划银行停止接受存款，我在计划银行中存款账户的存款可能会受限制。如果银行转存计划删除任何计划银行，您将通过网络或其它合理媒介提供事先通知。如果事先通知不可行，您将尽快尽力通知我。如果一家计划银行停止通过IDA功能提供可用存款账户，您将给我机会与在IDA功能以外的计划银行建立关系，否则我的资金将被转移至另一家参与IDA功能的计划银行（如可行）。

• 在需要FDIC保险付款的情况下，如适用法律和规例所指定，FDIC需要支付本金加上没有支付和直至相关计划银行关闭日所累积的利息。因为没有特定的时间FDIC必须提供这些保险付款，可能会延迟获得保险付款。此外，向我发放任何保险付款之前，我可能需要向FDIC和您提供某些文件。如果存款账户余额由我以信托人身份、为信托参与者持有，我可能因此需要提供宣誓书。

• 您可以更改IDA功能的条款和规定，并提前通知我。

**2. 德美利证券现金功能。**如果德美利证券现金是我的指定功能，您将为我账户可动用现金支付利息，利率可不事先通知更改。利息每日累计并在每个月最后一个工作日计入账户。您可就特殊优惠、服务组合或在其它情况下向不同的客户支付不同的利率。德美利证券现金功能代表尚待投资的余额，并且不只是用来收取存款利息而维持。您依照美国证监会(SEC)的规则和规定隔离客户现金。我理解并承认，您可以通过持有德美利证券现金功能中我的资金来赚取收入。

利率由我们酌情决定，并且可能每天更改。利息每日累计并在每个月最后一个工作日或之前计入账户。要参与德美利证券现金功能，我必须在我的账户中保留未投资的资金以用于投资证券。德美利证券现金功能不是银行账户或其他银行义务，不受任何银行担保，也不受FDIC保险。

**3. 货币市场基金。**货币市场基金的投资受到资格、其他限制，以及收费和开支的约束，详情请见公开说明书。货币市场基金是价值可升可跌的证券，它们不是FDIC、其它政府机构或您保险和保证的，并且不保证这些基金将可维持稳定的每股价值为\$1的净资产值。我明白我将定期收取涉及货币市场基金转存交易的对账单，以代替即时的确认。

我理解并承认，您可能会由于为货币市场基金提供营销和股东服务而收取费用。此外，清算公司可能作为某些资金的转移代理，并可能会收到为此类资金提供此类服务的付款。我理解并承认，您和清算公司收到的费用已在基金的招股说明书中披露。

**k. 可招回证券。**我允许您的抽样系统分配部份赎回或招回，您的网站上有关于可赎回证券的流程说明，您也可应要求提供书面版本。

## 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. 融资交易

**a. 融资融券账户。**当我以融资购买证券，我向您借钱，并以我账户内所有证券及其它资产作这些借贷的抵押。我同意评估我的财务状况、资源、投资目标、及其它相关情况决定融资交易是否适合我。您将不会作这些决定。即使我决定融资交易适合我，您决定是否贷款给我。我亦明白融资交易证券涉及不同的风险，包括以下：

- 1. 融资融券账户内我可亏损的资金可多于我的存入。**我融资购买的证券价值下跌，需要我向您提供更多资金避免强制出售这些证券或其它证券或我账户内的资产。我的亏损可能多于我存入账户的金额。
- 2. 您可强行出售我账户内的证券或其它资产。**如果我账户内的净资产低于保证金维持要求，或其它更高的“券商”要求，您可出售我账户任何证券或其它资产以弥补保证金不足。我亦将负责出售后账户的任何欠款。
- 3. 您可不通知我出售任何证券或其它资产。**部份投资者错误相信公司必须联络他们，保证金追缴才有效，并证券公司不能清仓他们账户的证券或其它资产来应付追缴，除非券商已联络他们。这并不是事实。虽然您可尝试通知我保证金追缴，您不需要如此做，即使您已联络我并提供我可满足保证金追缴的日期，您仍可以采取必要的步骤保护您的财务利益，包括不通知我就立即出售证券。
- 4. 我没有权力选择出售我账户哪些证券或其它资产来满足保证金追缴。**因为证券是融资借款的抵押品，您有权决定出售哪些证券以保护您的利益。
- 5. 您可随时增加您的“券商”保证金维持要求，并且您不需要提供事先书面通知有关改变。**这些政策更改通常立即生效，并可能会引起保证金追缴通知的发出。我若不满足追缴可导致您清仓或出售我账户中的证券。
- 6. 我没有权力要求延期保证金追缴通知。**尽管在某些时情况下会给客户延期满足保证金要求，但我没有要求延期的权利。您将决定是否延期。

**b. 初始保证金和保证金维持要求。**融资借款有相应的规则和条例，包括融资融券账户的初始保证金和维持保证金的要求。您可以施加更严格的保证金，此要求不会事先通知就更改。

如要进行融资交易，我的账户必须维持最少 \$2,000 资产。在输入任何订单前，我将满足我的融资融券账户的保证金要求，以及满足任何您需要的额外要求。您可用所有来自卖出期权收取的权利金来满足保证金要求，我有义务监控我融资融券账户的余额，以保证我任何时候维持足够的金额应付保证金要求。我同意融资购买证券前仔细阅读德美利证券的融资融券手册。

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, or otherwise use, 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, or otherwise use may be greater than the amount I owe you. In connection with these activities, you may receive compensation and retain certain benefits to which I will not be entitled.

**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. Payments in Lieu of Dividends.** I understand that in certain situations, including when you have borrowed my securities or when a trade or securities loan is in the process of settling, I may receive a "payment in lieu" of the dividend, interest or other distribution issued. I understand that such a payment may not be entitled to the same tax treatment as the dividend, interest or other distribution. You may allocate payments in lieu by any mechanism permitted by law. Certain taxable accounts that receive a payment in lieu of a qualifying dividend may in some circumstances also receive a "gross-up" payment (see Margin Handbook for more details). This gross-up is discretionary. You are not required to compensate me for any differential tax treatment associated with a payment in lieu, and no gross-up or other compensation will be due to me in connection with any payment in lieu.

根据适用规则，您可基于任何原因拒绝贷款给我。有的时候当您给某些证券提供贷款，但由于市场或其它情况，您可以要求更多现金或证券。

**c. 融资利息。** 我将支付任何以购买、持有、或交易任何证券为目的而给我贷款的利息。

**d. 融资利率。** 您采用基本利率("基本利率")设定融资利率，我的融资利率将基于基本利率和我的融资账户在产生利息期间融资余额而变动。基本利率可不事先通知我更改，您将在网站张贴基本利率的改变。

**e. 利息计算。** 我账户如一天有负余额，该日收取利息的计算是以适用利率乘以负余额，再将结果除以 360。每日收取的利息总数将在每一个账户对账单截止时总计，并在账户对账单周期最后一个工作日计入我的账户。我卖空账户的正余额将不会赚取利息。

**f. 卖空。** 在我的融资账户被指定为"卖空"所作的出售，其保证金维持要求与融资购买的证券有所不同。卖空销售受某些监管规则规管，且在某些市场情况下不能执行。您可能不是有证券来促成我的卖空销售。您可不作通知就买入证券补回我账户中任何卖空证券的仓位。我将退还您可能蒙受的任何损失。如果我账户的抵押品不足，您可要求我存入抵押品。卖空所得是抵押品的一部份，用以担保给我的借贷。我亦负责我卖空证券的所有支付的股息，以及其它现金或财产派发。

**g. 证券及其它财产担保。** 您可以在不通知我的情况下质押、再质押或以其他方式使用您持有、保管或维持，或任何我的融资或卖空账户的证券及其它财产。您可以如此做而不持有，或控制来交付同额相同证券或其它财产。您可担保、再担保、抵押、或再抵押证券或其它财产的价值可能大于我欠您的金额。且这些活动的任何亏损、获利、或赔偿将不会累计到我的账户。在这些活动中，您可能获得补偿并保留我无权获得的某些利益。

**h. 证券借贷的"代替付款"。** 您得到授权向自己或他人借出任何在我的账户您维持的证券，并所有借出证券作为一般借贷维持。就此借贷，您可收取报酬和保留我无权享受的一些利益，如这些借贷抵押品的利息。在某些情况下，这些借贷可限制我对借出证券行使投票权的能力。我可以要求全额支付的证券不要用于卖空。

**i. 代替股息支付。** 我了解在某些情况下，包括当您借入我的证券或当交易、证券贷款正在结算中时，我可能会收到股息、利息或其他分配的"替代付款"。我了解此类付款可能无权享有与股息、利息或其他分配相同的税款待遇。您可以通过法律允许的任何机制替代付款。某些收到代替合格股息付款的应税账户在某些情况下可能还会收到"总额"付款(有关更多详细信息，请参阅保证金手册)。总额是酌情决定的。您无需就与替代付款相关的任何税款差别向我提供补偿，并且任何与替代付款相关的总额付款或其他补偿都不会归属于我。



## 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. 期权交易

如果我选择进行期权交易，那么我将遵守以下额外条款：

- a. 适用性。** 适用性。期权并不适合所有投资人。期权交易有固有风险，且我在经济上做好了承担这种风险，并接受可能蒙受损失的准备。我理解我已经收到或已经获得了由期权清算公司 (OCC) 提供的《标准期权的特性和风险》。
- b. 一般条款**
- 我有责任了解我账户中所有期权的权利和规定。我同意遵守适用于期权合约交易的 FINRA、OCC 和交易所规则。
  - 如果我的期权交易发生在融资融券账户中，那么将需要遵守相应融资融券交易的条款与规定。
  - 通过 OCC 清算的期权结算是在交易日后的工作日。我不会超出 OCC 规定实施的仓位和行权限制。
  - 我有责任指示您在到期日之前行使期权合约的意向。如果我没有及时提供适当的行使指示，您将没有义务对我账户中的任何期权行使任何权利、特权或义务。我同意若我未能及时向您提供适当的指示可能导致期权到期毫无价值，即使它在到期日可能具有货币价值。我同意仔细阅读融资融券用户手册，了解有关期权行使的其他条款和重要信息。
  - 您收集信息仅用于建立期权交易权限，而不是为了监控账户持仓或期权仓位。
  - 您和清算公司有权在不通知我的情况下，采取措施保护自己的仓位以及根据我的要求承担的任何义务。
  - 如果我卖出一个要求交付卖出证券的买权合约，我可能需要在期权到期日以前将该证券保留在账户中，且不可以卖出或提取该证券。
  - 如果我卖出一个要求支付买入证券的卖权合约，那么我可能需要在期权到期日以前在账户中保留足够的资金，且不可以支取资金或将其用于任何其他目的。如果我被期权指派，那么清算公司可能在未通知我的情况下使用购买证券的资金。
  - 所有卖空股票和一些指数期权仓位可用于指派。股票或指数期权的行使指派通知是在所有客户的卖出仓位中由自动程序随机分配。

## 11. 首次公开发行和后续发行

您可以作为承销商或者销售团队的成员进行参与，并提供首次公开发行股票 (IPO) 和后续发行股票。如果我参与此类，我将受到额外条款的限制。

## 12. 仲裁

此合约含有纠纷前仲裁条款。通过签署此合约，各方同意如下：

- 此合约的各方放弃在法庭起诉对方的权利，包括陪审团审讯的权利，除非提交索赔的仲裁小组的规则另有规定。
- 仲裁判决通常是最终决定并且是有制约效应的；一方通过法庭驳回或修订仲裁裁决的能力是非常有限的。
- 在仲裁中，各方获取文件、证人证词和其它调查通常比法庭程序有更多限制。
- 仲裁员不必要解释他们裁决的理由，除非在合格的案例中，参与各方在第一次安排的听证日前至少 20 天已向仲裁团联合提交裁决理由说明的要求。

- 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.

- 仲裁团内可以包括少数以前或目前与证券行业有关的仲裁员。
- 有些仲裁团的法则可能会对索赔申请施加时间限制。在某些情况下，不符合仲裁的索赔可以提交法庭。
- 提交索赔的仲裁团的法则和任何其它的修正案，应当融合于此合约之中。
- 任何人均不得将一项可能被法院受理的或已被法院受理的集体诉讼提交仲裁，也不得对任何已认定向法院提交集体诉讼的人员或已是集体诉讼中的一员但就集体诉讼所涵盖的任何索赔还没有退出集体诉讼的人员执行纠纷前仲裁合约，下列三种情形例外：(1) 法院拒绝受理该集体诉讼或(2) 该集体诉讼的法院受理被取消或(3) 法院已将客户排除在该集体诉讼之外。除非在声明的范围外，放弃以仲裁方式解决合同纠纷的行为并不意味着放弃本合约内的任何权利。

我同意在您和您的附属机构、任何他们的相应执行官、董事会成员、雇员、或代理和我(包括我们的任何执行官、董事会成员、雇员、或代理)之间，与此合约、我们的关系、由您提供的任何服务、或使用服务相关或由此产生的纠纷，无论产生于此合约日期之前或之后，应当按照金融行业管理局(FINRA)的规定通过仲裁解决。如果任何一方未能根据本合约成功拒绝确认或执行仲裁裁决，那么该方应支付另一方或其他方确认或执行仲裁裁决所产生的所有成本、律师费用和费用。必须通过对另一方的书面仲裁要求或意向仲裁通知来发起仲裁。仲裁员的裁决，可能在任何有管辖权的法院进行判决。

### 13. 建议

- a. 除非您以书面形式通知，否则您将仅作为券商行动，而不是受 1940 年投资顾问法案管辖的投资顾问。
- b. 当我作为自我主导的投资者时，我负责确定任何特定投资策略、交易或证券的适用性。除非您另有书面同意，或您或您的代表直接向我提供明确被确定为推荐的建议，作为您进行特定交易或购买、出售或持有特定证券或证券的建议，否则您不承担任何此类决定的责任。
- c. 有时候，就我的账户，您可以向我提供投资相关的指导或建议。当建议被提出时，您和/或您的代表应征得我的知情同意，根据要求将德美利证券或其关联公司的客户关系摘要表格 (CRS 表格)，以及任何其他通知、披露或通讯，邮寄/发送/传真至我所提供账户 (或我在您处开设或持有的其他任何账户) 有关的任何邮寄地址、电子邮件地址或传真号码。我了解我也可以通过访问 [tdameritrade.com/regbi](http://tdameritrade.com/regbi) 获取 CRS 表格。我理解并承认，我有责任为您提供用于递送这些文件、当前准确的联系信息。我承认，在采取任何此类建议之前，我将阅读并理解 CRS 表格，以及任何其他通知、披露或通讯。我同意，当您向我提出建议时，您会在推荐时确定是否适合我的情况且符合我的最大利益。如果您推荐的交易未在您建议之时实施，我同意如果我以后选择进行此类交易，您将不承担任何责任。此外，当您作为我账户的券商时，我同意您没有义务确保一个推荐继续适合我。相反，我有明确的义务监控我的账户中的利润和损失，以及我的投资目标和风险承受能力，并相应地修改我的交易决定。

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. 除非另有书面同意，否则您不可以对我的账户任意授权，也没有义务对我的账户中的证券或现金投资进行监控、审查或提出建议。

e. 任何研究、分析、新闻或其他提供给您信息并不构成您对所提供的特定证券买卖或持有的个性化建议。

f. 您不提供法律、税务或遗产规划咨询。

#### 14. 杂项

**a. 可分割性。**如果本协议的任何规定被视为非法、无效或无法根据现行或未来法律执行，那么此规定应完全分割。在这种情况下：(1)此协议应如这些非法、无效或无法执行的规定从未包含此协议中的一部分一样被解释或执行，或被更改为合法的、有效的及可执行的；且(2)在适用规则允许的范围内，此协议的其他规定应保持全部效力且生效，不应被非法、无效或无法执行的或此协议的分割规定所影响。

**b. 账户手册。**在开户时我将收到账户手册，并可以在您的网站上获取，它包含了关于我账户的重要信息。我将参考账户手册了解关于处理交易订单、资金的收取和递交、账户政策和其他基本账户资料的额外信息。

**c. 协议整体性。**在您和我的整个协议中包含此协议、任何提及的附件、附录和此协议中提及的其他协议、在账户对账单中和确认单的条款和规定；且它取代所有先前或同期我与您的通讯和提议，无论是电子、口头还是书面，然而，前提是如果任何和所有其他我与您、您的附属机构之间有与此协议不一致的地方，他们将保持全部效力和生效，且如果在此协议和任何其他附件或其他协议之间有任何冲突，将以本协议为准。

**d. 转让和上缴。**在没有事先获得您书面同意前，我不可以转让此协议或任何在此协议下的权利和义务。您可以随时在没有我提前同意的情况下，转让、卖出或转移我的账户和此协议，或其中的任一部分。如果我的账户在州法限定期内没有活动发生，我账户中的资产可能被转移到适当的州府。

**e. 修订。**您保留修订此协议的权利，无需提前通知我或可根据适用规则的要求。协议的当前版本将被发布在网站上，且在此修订后我账户的持续活动构成我同意受协议中所有修订的约束，不论我有没有查看。您不受任何试图以口头陈述修订协议约束。

**f. 终止协议。**您可以终止此协议，或关闭、停用，或阻止我使用账户。如果您决定关闭我的账户且我没能将其转移至另一个券商，那么您可以清仓我的账户并将清仓所得寄给我。我仍将对所有发生在我账户中或其他的义务负责。我可以在付清所欠义务后书面通知终止此协议。此协议在账户终止后仍然有效。

**g. 不可抗因素。**您将不对由于超出您合理控制条件而直接或间接导致的损失，包括但不限于不可抗因素事件。“不可抗因素”是指超出一方的合理控制范围，包括但不限于以下：灾害、恶劣天气、地震或其他自然灾害、战争、起义、暴动、罢工、恐怖行为、政府限制、交易所或市场裁决、交易暂停、计算机或通信线路故障，或市场中心或传输设施的故障。

**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 violation of this Agreement, Applicable Rules, or applicable standards of conduct. This provision does not restrict or limit in any way my ability to bring any claim in any forum, including in arbitration, against you that I would otherwise be entitled to bring.

**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 and Non-Transferable Securities.** You reserve the right to remove from my Account any security that is deemed to have been cancelled or otherwise invalidated. In determining that a security has been cancelled or invalidated, I agree that you have derived information on such assets from me or from third parties and you have reviewed and determined to the best of your ability that the security has no market value. You are not responsible for the accuracy or reliability of any information regarding these assets. Cancelled or invalid securities may include, but are not limited to, bankruptcy or charter or registration revocation. You will notify me if you have removed a cancelled or otherwise invalid security from my account. Unless I provide you with evidence of the validity of the security within sixty days after notice of the removal, 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 validity of the security from an independent third party within 60 days of receiving the notice of removal, you will reinstate my position if you are able to do so. In addition, you reserve the right to charge an additional servicing fee for securities for which a transfer agent cannot be identified (a "Non-Transferable Security").

**h. 赔偿。**我同意赔偿您并不追究您、您的附属机构和第三方提供商和您以及他们各自的执行官、董事、员工、代理和代表由于使用我账户中的服务或交易而直接或间接造成或导致的任何以及所有责任、损失、费用、判决、处罚、索赔、诉讼、损害、赔偿或律师费(统称“损失”)。除非此类损失是由于您违反本协议、适用规则或适用行为标准造成的。本条款不以任何方式限制或制约我在任何法庭(包括在仲裁中)对您提出我本来有权提出的任何索赔的能力。

**i. 弃权。**您未坚持此协议的遵守,将不应构成是放弃此协议下的权利。

**j. 文件在诉讼中的可接受性。**任何格式的所有适用文件都被认为是属实的、完整的、有效的、真实的和可执行的记录,在司法或行政程序中可以接受,如同文件和记录最初以印刷形式生成和维护一样。在本协议引起的任何诉讼中,我不会对您文件副本的可受理性或可执行性提出异议。

**k. 管辖法律,管辖权和地点。**本协议将受美国内布拉斯加州的法律管辖,但不受冲突法律规定的管辖。我在此同意在内布拉斯加州内本协议引起或涉及的所有争议的管辖权。

#### **l. 新泽西州州法。**

新泽西州法律禁止违反新泽西州消费者合法权益或卖方责任的合同条款。如果此协议中的条款违反任何新泽西州消费者的合法权利或责任,那么任何这些条款将不适用于新泽西州消费者,包括基于以下补救理由:(i)您的侵权行为;(ii)新泽西州惩罚性损害赔偿法;(iii)新泽西州统一商业法典;或(iv)您未能合理地防止第三方的犯罪行为。

#### **m. 无价值且非可转让证券。**

您保留从我帐户中移除任何被视为已取消或因其他原因而无效证券的权利。在确定证券已被取消或无效时,我同意您已从何处或第三方获得有关此类资产的信息,并且您已尽最大努力审查并确定该证券没有市场价值。您不对任何有关这些资产信息的准确性或可靠性负责。被取消或无效的证券可能包括但不限于破产或特许或注册撤销。如果您从我的帐户中移除了已取消或无效的证券,您将通知我。除非我在收到移除通知后六十天内向您提供有效的证据,否则我同意放弃对证券未来任何分配的任何索赔,并同意赔偿并使您免受由于移除此类证券而产生的任何索赔、责任或损害。如果我在收到移除通知后60天内向您提供来自独立第三方担保的有效性证据,如果恢复仓位可行,您将恢复我的仓位。此外,您保留对转移代理无法识别的证券(“不可转让证券”)收取额外服务费的权利。

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

投资产品:  
非FDIC保险 \* 非银行保证 \* 可能损失价值

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