



# TD Ameritrade Fully Paid Lending Income Program- Master Securities Lending Agreement

The Parties to this agreement ("Agreement") are the Client(s) signing below and TD Ameritrade Clearing, Inc. ("TDAC" or "TD Ameritrade"). This Agreement governs TD Ameritrade's Fully Paid Lending Program and is binding on my heirs, executors, administrators, successors, and assigns; and will insure to the benefit of your successors.

"I," "me," "my," or "account owner" means each account owner who signs this Agreement. "You," "Your," or "TD Ameritrade" means TD Ameritrade Clearing, Inc., a subsidiary of The Charles Schwab Corporation, and, when applicable, TD Ameritrade Inc., TD Ameritrade's introducing broker-dealer.

## PURPOSE OF THIS AGREEMENT

Securities regulations require that you maintain the physical possession or control of all fully paid securities and excess margin securities carried for my account. Fully paid securities are those securities for which I have paid the full purchase price in cash. Excess margin securities are those securities that have a market value in excess of 140% of the amount I have borrowed from you. Securities regulations permit a broker or dealer to borrow fully paid or excess margin securities from a client only where there is a written agreement in place that meets certain minimum requirements. All loans made under this Agreement will be for purposes permitted by, and will otherwise comply with, Regulation T of the Federal Reserve Board as in effect from time to time.

## SCOPE OF THIS AGREEMENT

This Agreement will only apply to (1) those securities for which I have paid the full purchase price in cash and (2) excess margin securities that have a market value in excess of 140% of the amount I have borrowed from you. This Agreement will not alter any prior lending authorizations set forth in the terms of the agreements and disclosures that otherwise govern my relationship with you.

## SUMMARY OF PROGRAM RISKS

I understand that I will lose voting rights on securities loaned to TD Ameritrade, and that TD Ameritrade will loan these securities to other clients, broker-dealers, or market participants, often to facilitate short sales. I can sell or request that TD Ameritrade recall shares of loaned securities and/or unenroll from the program at any time. I understand that the provisions of the Securities Investor Protection Act of 1970 may not protect me with respect to securities I have lent to TD Ameritrade under this Agreement. I understand that TD Ameritrade will receive compensation in connection with the use of my loaned securities, of which a portion will be passed on to me. The key factor in determining the amount of compensation TD Ameritrade will receive from using my loaned securities is the availability of the securities for lending in the marketplace relative to the demand to borrow such securities. TD Ameritrade has an opportunity to earn more compensation when the securities become limited in supply relative to demand (i.e., become "hard to borrow" securities). Loaned shares will be fully secured by collateral that will be held at a third party custodian and can only be withdrawn upon a termination event as described further in this agreement and cannot be used for trading. Any dividends and other distributions paid on securities that I have loaned will be paid to TD Ameritrade and passed on to me to the full extent I would have been entitled had I not loaned such securities to you, in the form of a substitute payment. Further details on risk and liabilities for this program are described in the preceding sections.

## DOCUMENTING EACH LOAN

By completing this Securities Lending Program Agreement, I agree that you may borrow certain securities in my account from time to time. At the time of each loan, you will provide me with a daily loan activity report of my loan activity, which will be made available to me electronically.

## TRANSFER OF BORROWED SECURITIES

I acknowledge that when I agree to lend fully paid or excess margin securities to you, I will be authorizing you to transfer title of those accounts to you. This means that you will have all incidents of ownership with respect to the borrowed securities, including the right to vote, provide consents, or take similar action with respect to securities lent to you. You will be responsible for paying all transfer taxes and stamp duties, if any, with respect to the transfer of the borrowed securities when a loan is made and upon termination of a loan.

## COLLATERAL

You will set aside collateral to fully secure the loan of securities no later than the execution of this Agreement or the close of business on the day of any subsequent loan. The collateral will have a value not less than 100% of the market value of the borrowed securities. The collateral may be in any form permitted by the Securities and Exchange Act Rule 15c3-3(b)(3)(iii), as amended. Cash collateral received for outstanding loans shall be recorded on my daily loan activity report. Cash collateral received on my behalf and held at the collateral agent can be withdrawn upon a termination event as described below in My Authority to Terminate for Cause, or by selling my shares. All collateral disbursement requests will result in the termination of my loan or loans. Cash being held as collateral cannot be used for trading.



## **MARK TO MARKET**

You will mark each loan to the market not less than daily and, in the event that the market value of all the outstanding securities loaned at the close of trading at the end of the business day exceeds 102% of the collateral then held by me, you will increase the collateral by the close of business on the next business day as necessary to equal not less than 102% of the market value of the securities loaned. If, on the other hand, the collateral, at the close of trading on any business day, exceeds 102% of the market value of the securities loaned, I agree that you may reduce the collateral and I agree to provide any consents necessary to effect such a reduction.

## **COMPENSATION PAID**

As compensation for a loan, you will pay me an agreed-upon fee (referred to as "Fully Paid Income") as set forth in the confirmation of such loan. This Fully Paid Income will be computed daily based on the aggregate collateral value which will not be less than 100% of the market value of the borrowed securities, on the "spread" as described below in How TD Ameritrade Benefits from the Use of My Securities and on a 360 day year. Lending income is added up at the security level and split 50/50 with me. In the event of changes to compensation calculations, I will be notified of changes electronically. The Fully Paid Income is calculated daily and paid on the first business day of the month to the lending account.

## **RIGHT TO DIVIDENDS AND OTHER DISTRIBUTIONS**

I understand that any dividends and other distributions paid on securities that I have lent to you will be paid to you. However, you will pass on to me any cash dividends and distributions to the full extent I would have been entitled had I not lent such securities to you. You will deposit such cash dividends on the same day as you receive the cash payment. All payments of cash dividends or distributions on the borrowed securities will be made in the same currency as received. Unless otherwise agreed, all other payments of cash will be made in U.S. dollars. Any other currency required to be converted into another currency will be exchanged by you in accordance with normal banking procedures. I understand that such payment by you may not be entitled to the same tax treatment as may have been applied to the receipt of a dividend. I agree that you are not required to compensate me for any differential tax treatment between dividends and payments in lieu of dividends.

These payments may constitute a "payment in lieu of a dividend" or a "substitute payment" which may not be eligible for more favorable dividend tax treatment. You are advised to contact your tax advisor with respect to questions and concerns regarding such tax treatment.

Any non-cash distributions made in respect to a borrowed security will be deemed added to the loan as of the date of distribution, and you will provide me with additional collateral if necessary in accordance with this Agreement.

## **TERMINATION FOR BANKRUPTCY**

This Agreement and all loans shall terminate automatically and without notice if either party commences or becomes the subject of a bankruptcy, insolvency, or similar proceeding; suffers the election or appointment of a trustee, receiver, conservator, custodian, or similar official for it or a substantial part of its property; makes a general assignment for the benefit of creditors; or admits in writing its inability to pay its debts at they become due (each such event, a "Bankruptcy"). Upon the occurrence of a Bankruptcy, the parties will have the remedies set forth respectively in this Agreement.

## **MY AUTHORITY TO TERMINATE A LOAN**

I may terminate a loan at any time by selling the loaned securities or unenrolling from the program. The loaned securities will be returned and I will cease to earn interest on the date of sale or the date the loan is recalled.

## **MY AUTHORITY TO TERMINATE FOR CAUSE**

I may also terminate any or all loans under this Agreement, and all amounts in respect of such loans (including fees and distributions) will become immediately due and payable if any of the following events occurs: (i) you fail to return borrowed securities at the termination of a loan; (ii) you fail to record collateral on my behalf as required by this Agreement; (iii) you fail to transfer dividends or distributions in respect of borrowed securities as required by this Agreement; or (iv) you fail to perform any material obligation under this Agreement not specifically set forth in clauses (i) through (iii) above and such failure shall not have been cured one (1) business day after receiving written notice of such failure (each such event, a "TD Ameritrade Default"). I agree to give notice to you as promptly as practicable in a commercially reasonable manner of any election to terminate under this Section.

Upon a Bankruptcy or my exercise of the right to terminate on the occurrence of a TD Ameritrade Default, I will have the right to draw on the collateral in an amount equal to the market value of the borrowed securities and apply the proceeds of any drawing to the purchase of replacement securities for borrowed securities and any other unpaid obligations of yours under this Agreement.

I may draw on the collateral by contacting TD Ameritrade at 1-800-669-3900 during normal business hours. In the event that I draw on the collateral, my right to return the borrowed securities will terminate. I agree to make any purchases of replacement securities in the principal market for such securities in a commercially reasonable manner. If the purchase price of replacement securities (including brokers' fees and commissions and all other reasonable costs, fees, and expenses related to such purchase) plus all other amounts due to you exceed the proceeds of the sale of the collateral, you will be liable to me for such excess. Upon satisfaction of all of your obligations to me under this Agreement, I will return the remaining collateral (if any amounts remain) to you.

## **TD AMERITRADE'S AUTHORITY TO TERMINATE**

You may terminate one or more loans on any business day by notifying me in writing and returning the borrowed securities to my account. Upon termination of a loan, I authorize you to remove the collateral amount for the loan currently associated with my account. You will also have the right to terminate any or all loans immediately if (i) any representation made by me in this Agreement is incorrect and untrue in any material respect when made; (ii) I improperly draw on the collateral; or (iii) I fail to perform any material obligation under this Agreement not specifically set forth above and such failure shall not have been cured one (1) business day after receiving written notice of such failure from you (each such event, a "Client Default").

Upon a Bankruptcy or your exercise of the right to terminate on the occurrence of a Client Default, you will have the right to sell the borrowed securities and apply the proceeds of such sale to my unpaid obligations under this Agreement. In this event, you will have the right to treat the

borrowed securities as your own and your obligation to return them to me will terminate. If the amounts due to you exceed the proceeds of the sale (including brokers' fees and commissions and all other reasonable costs, fees, and expenses related to such sale) of the borrowed securities, I will be liable to you for such deficiency. If you exercise your rights under this section, you may elect in your sole discretion to, in lieu of selling all or a portion of the borrowed securities, be deemed to have made such sale for an amount equal to the price of the borrowed securities on the date of such exercise obtained by you from a generally recognized pricing source. Upon satisfaction of all my obligations, you will return any remaining borrowed securities (or cash proceeds thereof) to me.

#### **MY AUTHORITY TO TERMINATE FROM THE SECURITIES LOAN PROGRAM**

I may terminate from the TD Ameritrade Fully Paid Program and this Agreement at any time upon written or electronic notice, to you and after payment of any obligations owed. I shall remain responsible for all obligations initiated or authorized, including without limitation any transactions, debts, and interest as provided under the Agreement, whether arising before or after termination of this Agreement.

#### **CHARLES SCHWAB TRUST COMPANY AS CUSTODIAN**

Upon a Bankruptcy or my exercise of the right to terminate on the occurrence of a TD Ameritrade default, I will have the right to draw on the collateral in an amount equal to the market value of the borrowed securities and apply the proceeds of any drawing to the purchase of replacement securities for borrowed securities and any other unpaid obligations of yours under this Agreement.

I hereby agree to the appointment of Charles Schwab Trust Company as the custodian for collateral pledged in my favor by TD Ameritrade in connection with its Fully-Paid Securities Lending Program. I acknowledge and agree that (1) the custodian is authorized and empowered to receive, hold and, as appropriately authorized, return the Collateral in the Custody Account. Collateral shall be held by the Custodian in an account at its affiliate, Schwab Bank, in the name of the Custodian for the benefit of customers participating in the Program. Interest, if any, accrued on the Collateral will be retained by Custodian; (2) Without limiting the generality of the foregoing, the Custodian shall bear no responsibility in the event TD Ameritrade is in breach of any of its obligations to you under this agreement. The Custodian has no duty to compel TD Ameritrade to deliver additional amounts of Collateral in the event of a shortfall in the required amount. (3) The Custodian shall be responsible for (i) holding Collateral delivered by TD Ameritrade to the Custodian; (ii) verifying that the amount of Collateral received by the Custodian from TD Ameritrade for your benefit is equal to or greater than the marked-to-market value of securities identified by TD Ameritrade as having been borrowed from you; (iii) notifying you in the event that Custodian fails to receive from TD Ameritrade Collateral equal to or greater than the marked-to-market value of securities identified by TD Ameritrade as having been borrowed from you; and (iv) disbursing Collateral to you according to the terms and conditions of the Collateral Administration Agreement. In no event shall Custodian be considered to have acted as your investment adviser or to have assumed any obligation to provide investment advice with respect to the Collateral. (4) The custodian is entitled to rely on any written or oral (followed by written) instructions from authorized representatives of TD Ameritrade concerning the receipt and disbursement of the Collateral and the Custody Account. (5) I may contact the Custodian by telephone at 1-877-576-7924 or at such other number as may be provided to me from time to time by TD Ameritrade and the Custodian.

#### **MY REPRESENTATIONS AND WARRANTIES**

All representations under this Section shall be made upon execution of; this Agreement and again deemed repeated on the date of any loan. I represent to you the following:

I have full authority to enter into the loans and this Agreement and to perform my obligations under this Agreement;

I have, or will have at the time of transfer of any borrowed securities, the right to transfer such securities to you;

I have not relied on you for any tax or accounting advice concerning this Agreement or the loan of fully paid or excess margin securities, and I have made my own determination as to the tax treatment of any loan and any payments received under this Agreement;

I am not an "affiliate" of an issuer of any of the securities that I have or will loan to you. For purposes of this Agreement, "affiliate" has the meaning as set forth in Rule 144(a)(1) under the Securities Act of 1933, as amended;

I do not currently or will not hold any "restricted" securities of an issuer of any securities that I have or will loan to you. For purposes of this Agreement, "restricted" has the meaning as set forth in Rule.

The agreement is intended to comply with PTE 2006-16, and will be interpreted accordingly.

Collateral may only be security for the loan, not for any other obligation of the Borrower.

Permissible collateral is limited to (1) U.S. currency; (2) "government securities;" (3) mortgage-backed securities; (4) negotiable certificates of deposit and bankers acceptances; and (5) irrevocable letters of credit issued by a U.S. bank other than the borrower or an affiliate thereof, or any combination, thereof.

Borrower must provide me with (i) the most recent available audited statement of Borrower's financial condition and (ii) the most recent available unaudited statement of Borrower's financial condition (if more recent than the most recent audited statement), and each loan is a deemed representation by Borrower that there has been no material adverse change in Borrower's financial condition subsequent to the date of the latest financial statements or information furnished in accordance with this requirement.

The loan may be terminated by me at any time, whereupon the Borrower must deliver the loaned securities to me within the lesser of (i) the customary delivery period for such loaned securities, (ii) five business days, and (iii) the time negotiated for such delivery between Borrower and me.

If margin is enabled on your account after Fully Paid enrollment, your open loans will be closed and additional shares will no longer be considered for fully paid lending until Margin accounts are eligible for the program.

## **INTENT FOR LEGAL CHARACTERIZATION OF LOANS**

The parties acknowledge and agree that (a) each loan made under this Agreement is a “securities contract,” as such term is defined in Section 741 of Title 11 of the United States Code, as amended (the “Bankruptcy Code”); each and every transfer of funds, securities, and other property under this Agreement is a “settlement payment” or a “margin payment,” as such terms are defined in Sections 362(b)(6) and 546(e) of the Bankruptcy Code; (c) the rights given to you and you upon a Bankruptcy constitute the “right to cause the liquidation of a securities contract” and the “right to set off mutual debts and claims in connection with a securities contract,” as such terms are used in Sections 555 and 362(b)(6) of the Bankruptcy Code; (d) this Agreement constitutes a “netting contract,” as defined in and subject to Title IV of the Federal Deposit Insurance Corporation Improvement Act of 1991 (“FDICIA”), and each payment obligation under any loan under this Agreement shall constitute a “covered contractual payment entitlement” or “covered contractual payment obligation,” respectively, as defined in and subject to FDICIA; and (e) except to the extent required by applicable law or regulation, the loans are not “exchange contracts” for purposes of the rules of any securities exchange, and the loans will not be governed by the buy-in or similar rules of any such exchange, registered national securities association, or self-regulatory organization.

## **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.

## **INDEMNIFICATION OF TD AMERITRADE**

I agree to indemnify and hold harmless you, your affiliates and your 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 the Fully Paid Program, except to the extent that such Losses as the direct result of your gross negligence or willful misconduct.

## **EFFECT OF THIS AGREEMENT AND SURVIVAL**

This Agreement supplements and does not nullify the terms of the agreements and disclosures that otherwise govern my relationship with you, including, without limitation, agreements to the arbitration of disputes (collectively, “Agreements and Disclosures”). This Agreement and the Agreements and Disclosures reflect the entire agreement and concerning my account and your loans of fully paid and excess margin securities and supersedes any other agreement, promise, representation, or undertaking, whether written, electronic, or oral, concerning such loans. In the event of a conflict between the provisions of this Agreement and the Agreements and Disclosures with respect to the subject matter of this Agreement, this Agreement will govern. You may assign, sell, or transfer my account and this Agreement, or any portion thereof, at any time, without my prior consent. All remedies and obligations with respect to any Loan survive the termination of the relevant Loan and termination of the Agreement.

## **CHARLES SCHWAB & CO., INC. SUCCESSOR PROGRAM**

By entering into this Agreement, I agree that when my brokerage or IRA account is moved from TD Ameritrade to Charles Schwab & Co., Inc. (“Schwab”) that I agree to participate in Schwab’s Fully Paid Securities Lending program. I will be provided with complete terms and conditions of the Schwab Fully Paid Securities Lending program. I understand that I am able to terminate my enrollment in either program upon my request.

## **AMENDMENTS AND WAIVER**

This Agreement may be amended (a) by TD Ameritrade at any time by sending a written notice of such amendment, or (b) with the written consent of both parties. Any such amendment shall be effective as of the date established by you or by both parties, as applicable. This Agreement may not be amended orally. Either of us may waive compliance with any provision of this Agreement. Such waiver must be in writing. Any such waiver will not be deemed to be a waiver of any other provision of this Agreement.

## **COUNTERPARTS, ELECTRONIC SIGNATURE**

This Agreement may be executed in counterparts, each of which will be deemed an original, and all of which together constitute one and the same instrument. To expedite the process of entering into this Agreement, the parties acknowledge that Transmitted Copies (as defined below) of the Agreement will be equivalent to original documents. For purposes of this Agreement, the term “Transmitted Copies” means copies that are reproduced or transmitted via photocopy, facsimile, or other process of complete and accurate reproduction and transmission.

## **SEVERABILITY**

If any term of this Agreement is found to be invalid or unenforceable, all other provisions will remain in full force.

## **GOVERNING LAW**

This Agreement will be governed by the laws of the State of New York, but not its conflicts of law provisions. I hereby consent to the jurisdiction of and venue within the State of New York for all disputes arising out of or relating to this Agreement.

## **HOW TD AMERITRADE BENEFITS FROM THE USE OF MY SECURITIES**

TD Ameritrade intends to relend my securities to other clients, broker-dealers, or market participants, often to facilitate short sales. Your profitability on such loans is generally measured by the difference, or “spread,” between the interest rate paid to me and the costs of maintaining collateral (as well as other risk management functions). The interest rate and thus the spreads earned by you vary depending on the supply and demand for the particular security in the securities lending market.

I will be notified of resulting changes to the Fully Paid Income as described above. I agree that you may retain these spreads as compensation for your services and risk management practices.

Account #: \_\_\_\_\_

Case #: \_\_\_\_\_

**MY ACKNOWLEDGEMENT OF THE POSSIBLE LOSS OF CERTAIN FEDERAL PROTECTIONS**

Without waiving any rights you may have under this Agreement, I understand and agree that the provisions of the Securities Investor Protection Act (SIPA) of 1970 may not protect me with respect to securities I have lent to TD Ameritrade under this Agreement and that, therefore, the collateral delivered to me may constitute the only source of satisfaction of your obligations to me in the event you fail to return the borrowed securities. Any non cash collateral that may be used also may not be protected SIPA. I understand and agree that the provisions of the Federal Deposit Insurance Corporation (FDIC) may not protect me with respect to the collateral received for the securities that I have lent to TD Ameritrade under this Agreement. Therefore, I may be at risk for the difference of FDIC coverage and collateral received.

**NO OBLIGATION TO BORROW SECURITIES IN MY ACCOUNT**

Securities lending is a market-driven event. There may be times when a security in my account is hard-to-borrow, but there may not be market demand for the shares in my account. I agree not to hold you liable for any decision to either borrow or not borrow securities from my account.

**USE OF SECURITIES**

I acknowledge that the securities will likely be used in connection with short sales and may be "hard-to-borrow" securities, which are most attractive to borrowers in the securities lending market and generate the highest loan fees.

**FULLY PAID STOCK YIELD PROGRAM SUITABILITY REQUIREMENTS**

Joint account Owners must provide information for each owner separately. If you are an account fiduciary (for example, the Trustee of a Trust or the Attorney in Fact appointed by a Durable Power of Attorney), please provide your information for Investment Experience. Provide the information of the Individual or Entity you represent for Net Worth.

**ACCOUNT OWNER**

**1. Client Financial Situation and Needs**

Net Worth:  \$0 - \$14,999  \$15,000 - \$49,999  \$50,000 - \$99,999  \$100,000 - \$249,999  
 \$250,000 - \$499,999  \$500,000 - \$999,999  \$1,000,000 - \$1,999,999  \$2,000,000+

**2. Tax Status**

Do US Taxes Apply?  Yes  No

**3. Investment Objectives** (Check all that apply here)

Primary investment objective:  Conservation  Moderate  Moderate Growth  Growth  Aggressive Growth

**4. Investment Time Horizon**

Time Horizon:  Less than 1 year  1 – 3 years  4 – 6 years  7 – 9 years  10 – 12 years  13 years or more

**5. Liquidity Needs**

Liquidity Needs:  Within 3 months  4 – 6 months  7 – 9 months  10 – 12 months  More than 1 year

**6. Risk Tolerance**

Risk Tolerance:  Conservative  Moderate  Aggressive  Speculative

**7. Additional information**

Have you filed Bankruptcy or have a lien on any assets?  Yes  No

**8. Investment Experience**

Stocks:  1 – 5 years  More than 5 years  None

Mutual Funds/ETFs:  1 – 5 years  More than 5 years  None

Account #: \_\_\_\_\_

Case #: \_\_\_\_\_

**SIGNATURES**

**X** Account Owner's Signature:

Printed Account Owner's Name:

Date:

*Original signatures required; electronic signatures and/or signature fonts are not authorized.*

**ACCOUNT CO-OWNER**

**1. Client Financial Situation and Needs**

Net Worth:  \$0 - \$14,999  \$15,000 - \$49,999  \$50,000 - \$99,999  \$100,000 - \$249,999  
 \$250,000 - \$499,999  \$500,000 - \$999,999  \$1,000,000 - \$1,999,999  \$2,000,000+

**2. Tax Status**

Do US Taxes Apply?  Yes  No

**3. Investment Objectives** (Check all that apply here)

Primary investment objective:  Conservation  Moderate  Moderate Growth  Growth  Aggressive Growth

**4. Investment Time Horizon**

Time Horizon:  Less than 1 year  1 – 3 years  4 – 6 years  7 – 9 years  10 – 12 years  13 years or more

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Liquidity Needs:  Within 3 months  4 – 6 months  7 – 9 months  10 – 12 months  More than 1 year

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Risk Tolerance:  Conservative  Moderate  Aggressive  Speculative

**7. Additional information**

Have you filed Bankruptcy or have a lien on any assets?  Yes  No

**8. Investment Experience**

Stocks:  1 – 5 years  More than 5 years  None

Mutual Funds/ETFs:  1 – 5 years  More than 5 years  None

**SIGNATURES**

**X** Account Co-Owner's Signature:

Printed Account Co-Owner's Name:

Date:

*Original signatures required; electronic signatures and/or signature fonts are not authorized.*

**RETURN OPTIONS**

**Return Options:**

Electronically via Message Center:  
Log in and go to Client Services >  
Message Center to attach the file

**Regular Mail:**

PO Box 2760  
Omaha, NE 68103-2760

**Overnight Mail:**

200 South 108th Avenue  
Omaha, NE 68154-2631

**Fax:**

866-468-6268

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

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